TUPELO CITY COUNCIL MEETING AGENDA

TUESDAY, JULY 21, 2015

6:00 P.M.

INVOCATION: COUNCILMAN TRAVIS BEARD

PLEDGE OF ALLEGIANCE: COUNCILMAN LYNN BRYAN

CALL TO ORDER: PRESIDENT BUDDY PALMER

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

4.4 PRESENTATION OF AWARD BY TENNESSEE VALLEY AUTHORITY TO TUPELO WATER AND LIGHT DEPARTMENT

JS 4.5 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

5.1.B PUBLIC HEARING REGARDING DEVELOPMENT CODE AMENDMENTS

5.2 CITIZENS' HEARINGS

5.2.A IN REGARD TO FLYING OF STATE FLAG –MS. MARY THOMAS

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR SESSION.)

6. ACTION AGENDA

KH 6.1 REVIEW/APPROVE RESOLUTIONS FOR GRANTING AD VALOREM TAX EXEMPTIONS TO THE FOLLOWING COMPANIES:

(A)BMW OF New Albany, LLC

(B) Cooper Tire & Rubber Company

(C) Hawkeye Industries, Inc.

(D) Leggett & Platt, Inc.

(E) Precision Machine & Metal Fabrication, Inc.

(NOTE: Additional material for all above (5) resolutions is on file in Council Clerk's office for your review.)

7. ROUTINE AGENDA

7.1 REVIEW/APPROVE MINUTES OF REGULAR CITY COUNCIL MEETING OF TUESDAY, JULY 7, 2015

7.2 REVIEW/PAY BILLS

JS 7.3 REVIEW/ APPROVE APPOINTMENT TO TUPELO AIRPORT AUTHORITY

KH 7.4 REVIEW/APPROVE SELECTION OF ENGINEERING REQUEST FOR PROPOSALS FOR KELLEX DIP PROJECT

(NOTE: ADDITIONAL MATERIAL REGARDING THIS ITEM IS ON FILE IN OFFICE OF THE COUNCIL CLERK FOR YOUR REVIEW.)

KH 7.5 REVIEW/ APPROVE ENGINEERING SERVICES CONTRACT FOR KELLEX

KH 7.6 PROJECT REVIEW/ APPROVE MISSISSIPPI FORESTRY COMMISSION GRANT

KH 7.7 CONTRACT REVIEW/ APPROVE PLAN-IT GEO CONTRACT FOR PROFESSIONAL SERVICES FUNDED UNDER THE PREVIOUS ITEM

KH 7.8 REVIEW/ APPROVE REQUEST TO SURPLUS VEHICLE AND DISPOSE

DL 7.9 REVIEW/APPROVE INTENDED USES OF STORM SHELTERS

SH 7.10 REVIEW/APPROVE LOT MOWING LIST

CW 7.11 REVIEW/APPROVE NETWORK FLEET PILOT PROGRAM CONTRACT WITH VZW (VERIZON) SUBJECT TO MANDATORY ADDENDUM TO CITY OF TUPELO CONTRACTS

BA	7.12	REVIEW/APPROVE LIST OF VEHICLES TO BE ACCEPTED AS UNMARKED POLICE VEHICLES (NOTE: THIS ITEM WAS TABLED JULY 7, 2015.)
BA	7.13	REVIEW/APPROVE RESOLUTION AUTHORIZING USE OF SPECIFIED, UNMARKED POLICE VEHICLES BY THE TUPELO POLICE DEPARTMENT
BA	7.14	REVIEW/APPROVE RESOLUTION AUTHORIZING USE OF SPECIFIED, UNMARKED POLICE VEHICLES BY THE NORTH MISS. NARCOTICS UNIT
BA	7.15	REVIEW/ APPROVE RESOLUTION TO SURPLUS DAMAGED VEHICLE BY THE TUPELO POLICE DEPARTMENT
BA	7.16	REVIEW/ APPROVE RESOLUTION TO SURPLUS TORNADO DAMAGED VEHICLE BY THE TUPELO POLICE DEPARTMENT
JT	7.17	REVIEW/APPROVE CONTRACT BETWEEN TUPELO WATER AND LIGHT DEPARTMENT AND UTILITY ON-LINE EXCHANGE
JT	7.18	REVIEW/ ACCEPT MINUTES OF TRAFFIC COMMITTEE MEETING OF JULY 14, 2015
JT	7.19	REVIEW/APPROVE SRF FY 13 SANITARY SEWER SYSTEM IMPROVEMENTS AND WWTP ADDITIONS
JT	7.20	REVIEW/APPROVE WRITE-OFF OF TUPELO WATER AND LIGHT COLLECTIONS TO BAD DEBT FILE
SH	7.21	REVIEW/ACCEPT MINUTES OF TUPELO MAJOR THOROUGHFARE PROGRAM MEETING OF JUNE 8, 2015
SH	7.22	REVIEW/ACCEPT MINUTES OF PLANNING COMMITTEE MEETING OF JULY 6, 2015

8. STUDY AGENDA

SH	8.1	REVIEW/DISCUSS DEVELOPMENT CODE TEXT AMENDMENTS

9. EXECUTIVE SESSION

...PENDING LITIGATION

...NEGOTIATIONS FOR ACQUISITION OF REAL PROPERTY

10. ADJOURNMENT

#5.1.B

Memo

To: Mayor and City Council

From: Patrick Falkner

Subject: Public Agenda: Development Code Text Amendments

Date: July 15, 2015

Several Development Code text amendments were heard by the Planning Committee at their meeting of July 6, 2015. A second hearing is required before City Council action. The amendments included changes to the following sections:

New terms and definitions for residential living arrangements other than typical family occupancy, with changes to zoning treatment of these facilities;

Language added to the definition of a junkyard to clarify the difference between those and recycling centers;

Zoning provision for lifecare communities;

Standards for use of manufactured buildings as offices or other occupied use;

Additional language on fences to not allow chain link fences in front yards;

Changes to the table of required parking formulas to eliminate references to number of employees as a basis for calculating parking;

A proposed overlay district for the Winfield neighborhood.

#5.2.A

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

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

Name Mary Thomas Phone #: 231-1560
Street 2667 Edgemont Cir
City, state, zip: Tupelo, MS

BUSINESS OWNER:
Name of Business:

PROPERTY OWNER:
Address: 2667 Edgemont Cir

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:
To request that conversation begin among Tupelo leaders to take down the state flag + only fly the American flag at all city facilities.

SIGNATURE: Mary Thomas

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

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of July 7, 2015

True Property Value Assessment %	15.00%
School Tax Millage	64.11
City Tax Millage	32.47

Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
BMW of New Albany, LLC	7/7/2015	530,233.00	79,534.95	5,098.99	2,582.50	12/30/25
Grand Totals		**530,233.00**	**79,534.95**	**5,098.99**	**2,582.50**	

#6.1

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of July 7, 2015

True Property Value Assessment %	15.00%
School Tax Millage	64.11
City Tax Millage	32.47

Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
Cooper Tire & Rubber Company	7/7/2015	45,068,540.14	6,760,281.02	433,401.62	219,506.32	12/30/25
Grand Totals		**45,068,540.14**	**6,760,281.02**	**433,401.62**	**219,506.32**	

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of July 7, 2015

True Property Value Assessment %	15.00%
School Tax Millage	64.11
City Tax Millage	32.47

Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
Hawkeye Industries	7/7/2015	418,698.51	62,804.78	4,026.41	2,039.27	12/30/25
Grand Totals		**418,698.51**	**62,804.78**	**4,026.41**	**2,039.27**	

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of July 7, 2015

True Property Value Assessment %	15.00%
School Tax Millage	64.11
City Tax Millage	32.47

Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
Leggett & Platt, Inc.	7/7/2015	29,281.00	4,392.15	281.58	142.61	12/30/25
Leggett & Platt, Inc.	7/7/2015	244,277.78	36,641.67	2,349.10	1,189.75	12/30/25
Leggett & Platt, Inc.	7/7/2015	1,245,350.56	186,802.58	11,975.91	6,065.48	12/30/25
Grand Totals		**1,518,909.34**	**227,836.40**	**14,606.59**	**7,397.85**	

City of Tupelo
Summary of Tax Exemption
For the Council Meeting of July 7, 2015

True Property Value Assessment %	15.00%
School Tax Millage	64.11
City Tax Millage	32.47

Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
Precision Machine & Metal Fabrication, Inc.	7/7/2015	1,776,147.77	266,422.17	17,080.33	8,650.73	12/30/25
Grand Totals		**1,776,147.77**	**266,422.17**	**17,080.33**	**8,650.73**	

#7.1

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 7, 2015

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, July 7, 2015, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, L. Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council.

The invocation was led by Tyrone Catledge, a friend of Councilman Beard and a member of the staff of the Tupelo Public School District. Councilman Lynn Bryan then led the Pledge of Allegiance.

IN THE MATTER OF CALLING THE MEETING TO ORDER

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

IN THE MATTER OF CONFIRMATION OR

AMENDMENT OF AGENDA AND AGENDA ORDER

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

ADD: Memorandum of Understanding Between the City of Tupelo and Philips-Daybrite, Inc.

ADD: Authorization for Mayor to Enter into Contract with Successful Bidder, Prairie Construction, LLC, for No. Gloster and No. Green Street Sidewalk Construction Project

ADD: Executive Session

4. PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

Mayor Shelton presented Certificates of Appreciation to the following city employees in recognition of their service to the citizens of Tupelo:

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 7, 2015

Marilyn Vail	Development Services Department	25 years
Mike Bryan	City Councilman	10 years

Councilman Bryan was also presented a plaque by Mayor Shelton in recognition of his having served as President of the Tupelo City Council for the past year. Councilman Bryan's family was present with him as he accepted this award.

IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made by Council Members:

Councilman Beard – Congratulated Alex Farned, Director of the Tupelo Parks and Recreation Department, and his staff for the 4th of July Celebration at Ballard Park last Saturday. Events were carried on even through some inclement weather, and a great fireworks display was enjoyed by many citizens. Councilman Beard thanked Dennis Waite, also, for being in charge of the BBQ contest held at this event.

Councilman Beard recognized Councilman Buddy Palmer upon his having received certification as a Certified Municipal Official (CMO) since he has completed all basic courses in this program. This certification was presented to Councilman Palmer at the annual Mississippi Municipal League Conference held in Biloxi recently.

Councilwoman Davis – Announced that the City of Tupelo was named the Best Overall Winner of the Municipal Excellence Award for 2015 presented by the Mississippi Municipal League at the recent annual conference in Biloxi.

IN THE MATTER OF MAYOR'S REPORT

Highlights of Mayor Shelton's report are as follows:

... Gave a "Thank you" to Alex Farned, Director of the Tupelo Parks and Recreation Department, for a wonderful event staged at Ballard Park on July 4, 2015.

... Asked for continued prayers for Lee County Administrator Sean Thompson as he continues to battle a serious illness.

... Again thanked Councilman Mike Bryan for his service as President of the Tupelo City Council during the past year.

... Reiterated Councilwoman Davis' remarks regarding Tupelo having been named Best Overall Winner of the Municipal Excellence Award for 2015 at the recent Mississippi Municipal League annual conference.

... Announced that the "8 Days of Hope" organization and the Tupelo Police Athletic League (PAL) had joined together in helping rebuild the American Legion building which was totally destroyed during the tornado of April 2014.

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

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A PUBLIC HEARING REGARDING LOT MOWINGS

James Babb, 1611 Joyner Avenue, appeared to address the City Council since he had received notice of the public hearing. However, he was informed by the Council that his name had been removed from the lot mowing list and he did not need to address the matter.

Thomas Grandin, 1328 Fletcher, next appeared to address the City Council. His name still appeared on the listing but he informed the council of some problems he had encountered in an attempt to clean up his property. He was informed to contact the Department of Development Services for their assistance in working out a solution.

5.1.B PUBLIC HEARING REGARDING DEMOLITION OF PROPERTIES

No one appeared to address this issue.

5.2 CITIZENS' HEARINGS

5.2.A AWARENESS OF "LIFE SAVER" ORGANIZATION

Sadarion Richards appeared before the City Council to inform them concerning the "Life Saver" organization which he serves as CEO/President. This organization is devoted to assisting in being positive figures and providing motivation to young men in the community to be the best they can be. Emphasis is placed on education, respect, and responsibility among other issues. The group is working with parents to make sure they are providing the best solution for their child's growth. A free community event is planned by this organization to be held on August 2, 2015, at Gum Tree Park.

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

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 7, 2015

6. ACTION AGENDA

IN THE MATTER OF CONSIDERATION OF ELECTION OF CITY COUNCIL OFFICERS

Upon a motion by Councilwoman Davis, seconded by Councilman Whittington, the council voted as follows to elect Councilman Buddy Palmer as President of the Tupelo City Council for the next year:

VOTING AYE: Whittington, L. Bryan, Beard, Davis, M. Bryan, Jennings

ABSTAINING: Buddy Palmer

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted as follows to elect Councilman Lynn Bryan as Vice-President of the Tupelo City Council for the next year:

VOTING AYE: Whittington, Beard, Davis, Palmer, M. Bryan, Jennings

ABSTAINING: Lynn Bryan

Councilman Palmer then assumed the Chair as President of the City Council and continued with the regular session.

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

This item was tabled on May 19, June 2 and June 16, 2015. Upon a motion by Councilman Beard, seconded by Councilman Jennings, the council voted unanimously to bring the matter off the table for consideration at this time. Upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously to remove this matter from the agenda.

7. ROUTINE AGENDA

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

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, June 16, 2015.

IN THE MATTER OF REVIEW/PAY BILLS

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

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 7, 2015

Check Nos. 316914 through 317430 (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 #9

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve FY 2015 Budget Revision #9, a copy being attached to these minutes and incorporated herein as **APPENDIX A.**

IN THE MATTER OF REVIEW/APPROVE C-SPIRE FIBER TO HOME AGREEMENT

This item was tabled June 1 and June 16, 2015. Upon a motion by Councilman M. Bryan, seconded by Councilman Beard, the council voted unanimously to bring the item off the table for consideration at this time.

Councilman L. Bryan moved to authorize the Mayor to execute the C-Spire non-disclosure agreement subject to inclusion of the Mandatory Addendum to the City of Tupelo Contracts, and to enter into discussions with the company regarding fiber to the home service. The motion was seconded by Councilman Beard and unanimously approved by a vote of the council. An executed copy of the Confidential Non-Disclosure Agreement is attached to these minutes and made a part hereof as **APPENDIX B.**

IN THE MATTER OF REVIEW/APPROVE LISTING OF LOT MOWING OF PROPERTIES

Councilwoman Davis moved to approve a listing of lot mowings dated July 7, 2015, which had been submitted by the Department of Development Services as being in such a state of uncleanness as to be a menace to public health, safety and welfare of the community, thereby authorizing the department to proceed with mowing of these properties. The motion was seconded by Councilman Beard and unanimously passed by a vote of the council. A public hearing had been held on this matter earlier in the council meeting. A copy of the listing is attached to these minutes and made a part hereof as **APPENDIX C.**

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 7, 2015

IN THE MATTER OF REVIEW/APPROVE LISTING OF DEMOLITIONS

Councilman L. Bryan moved to approve a Demolition List of certain properties submitted by the Department of Development Services as being in such a state of uncleanness and disrepair as to be a menace and hazard to public health, safety and welfare of the community. By this action the Tupelo Public Works Department is authorized to demolish the structures and invoice the owners and place liens on the properties if the owners do not pay for the demolitions. The motion was seconded by Councilman Jennings.

By memorandum dated June 15, 2015, Debra Byrd, Code Enforcement Manager, had advised that due diligence has been done for each case. A Public Hearing had been held earlier in this meeting with no one appearing to address any of the properties. Copies of Public Hearing Notices and all case files are attached to these minutes and incorporated herein as **EXHIBIT D.**

Vote on the motion to approve the Demolition List was unanimous.

IN THE MATTER OF REVIEW/APPROVE CHANGE ORDER No. 2 and SUMMARY FOR KINGS CREEK DRAINAGE PROJECT

Upon a motion by Councilman L. Bryan and seconded by Councilman M. Bryan, the council voted unanimously to approve Change Order No. 2 and Summary for the Kings Creek Drainage Project. The change order is in the amount of $208,246.61 which covers overrun in quantities on the final estimate. Contract total now stands at $1,504,349.61. A copy of Change Order No. 2 and Summary are attached hereto and made a part of these minutes as **APPENDIX E.**

IN THE MATTER OF REVIEW/APPROVE LIST OF VEHICLES TO BE ACCEPTED AS UNMARKED POLICE VEHICLES

Upon a motion by Councilman Beard, seconded by Councilman M. Bryan, the council voted unanimously to table this matter.

IN THE MATTER OF REVIEW/APPROVE MANDATORY ADDENDUM TO ALL CITY OF TUPELO CONTRACTS

Upon a motion by L. Bryan, seconded by Councilman M. Bryan, the council voted unanimously to approve a Mandatory Addendum to All City of Tupelo Contracts which had been prepared by City Attorney Ben Logan. Attorney Logan explained this is not a comprehensive listing of all contractual provisions that a municipality cannot agree to in any contract, but it is a list of approximately twenty-one (21) provisions. He stated he felt this would help the Department Heads when they have a contract to consider, and it would certainly aid him when he needs to review those and enable him to focus on action terms of the contract. Attorney Logan described it as a "best practice" item that will hopefully

eliminate problems that often arise in negotiating a contract for the city. A copy of the listing is attached to these minutes and incorporated herein as **APPENDIX F.**

IN THE MATTER OF REVIEW/APPROVE REQUEST TO SURPLUS ITEMS FROM TUPELO AQUATIC CENTER

Alex Farned, Director of the Tupelo Parks and Recreation Department, had presented to Mayor Shelton and the City Council a list of items to be surplused from the Tupelo Aquatic Center. These items are beyond repair and need to be discarded:

1 – Asset #4701 – Balance Beam (Blow Up)	Tag No. 16071
2 – Asset #4702 – High Jump (Blow Up)	Tag No. 16072
3 – Asset #4704 – Pond (Blow Up)	Tag No. 16074

Upon a motion by Councilman Jennings and a second by Councilman Beard, the council voted unanimously to grant this request and declare the above items as surplus and discard them.

IN THE MATTER OF REVIEW/APPROVE CHANGE ORDERS

Johnny Timmons, Manager of the Tupelo Water and Light Department, had submitted for approval two change orders for their review and approval.

TUPELO SRF FY13 WATER SYSTEM IMPROVEMENTS – AREA 3 – AUBURN – Change Order No. 1 – This change order will add 120 days to the contract completion date of this project with a revised completion date of October 31, 2015. This change order is requested due to the inclement weather that was experienced during the late winter and early spring and to avoid conflict with the sewer contractor. Upon a motion by Councilman M. Bryan and a second by Councilman Jennings, the council voted unanimously to approve this Change Order No. 1 for this project.

TUPELO WASTEWATER TREATMENT PLANT – NUTRIENT REMOVAL – Change Order No. 1 – This change order will:

(1) Provide for a contract savings of $13,670.00 due to modifying the drain lines at the chemical building to accommodate field condition;
(2) Add 67 days to the contract performance period due to adverse weather. Therefore, this change order will result in a revised contract amount of $2,868,330.00 and a revised contract completion date of December 7, 2015.

Upon a motion by Councilman M. Bryan and a second by Councilwoman Davis, the council voted unanimously to approve these two change orders, copies of all back-up material being attached hereto and made a part of these minutes as **APPENDIX G.**

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

Upon a motion by Councilman M. Bryan and a second by Councilman Beard, the council voted unanimously to award the following bid to the Tupelo Water and Light Department, as recommended by Johnny Timmons, Manager:

Bid No. 1379WL Source of Supply (Water/Sewer Minor Construction and Rehab)

to the low qualified bid submitted by Paul Smithey Construction

as shown on the attached bid tabulation.

A complete copy of the bid package is attached to these minutes and made a part hereof as **APPENDIX H.**

IN THE MATTER OF REVIEW/RATIFY MEMORANDUM OF AGREEMENT BETWEEN CITY OF TUPELO AND PHILIPS-DAYBRITE, INC.

Upon a motion by Councilman M. Bryan and a second by Councilman Whittington, the council voted unanimously to approve a Memorandum of Agreement between the City of Tupelo, Mississippi and Philips-Daybrite, Inc. to apply for a CDBG Economic Development Grant. An executed copy of this document is attached to these minutes and incorporated herein as **APPENDIX I.**

IN THE MATTER OF REVIEW/AUTHORIZE MAYOR TO EXECUTE CONTRACT IN REGARD TO AWARDED BIDDER ON THE NORTH GLOSTER SIDEWALK PROJECT

The bid for the North Gloster and North Green Street Sidewalk Construction Project was awarded by the City Council to Prairie Construction, LLC, at the regular City Council meeting of Tuesday, June 2, 2015.

Councilman M. Bryan moved to authorize Mayor Shelton to execute a contract with the awarded bidder, Prairie Construction, LLC, on this project with ratification by the City Council to follow at a later date. The motion was seconded by Councilwoman Davis and unanimously approved by a vote of the council.

8. STUDY AGENDA

Upon the request of two council members, the following items will be moved to the next council meeting agenda:

(A) Application for ad valorem tax exemption for BMW of New Albany, LLC
(B) Application for ad valorem tax exemption for Cooper Tire & Rubber Company
(C) Application for ad valorem tax exemption for Hawkeye Industries, Inc.
(D) Application for ad valorem tax exemption for Leggett & Platt Components Company, Inc.
(E) Application for ad valorem tax exemption for Precision Machine & Metal Fabrication, Inc.

9. EXECUTIVE SESSION

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

Upon a motion by Councilman M. Bryan, seconded by Councilwoman Davis, the council voted unanimously to go into executive session to discuss pending litigation, upon advice of counsel.

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

IN THE MATTER OF ADJOURNMENT

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

_____

PRESIDENT

ATTEST:

_____

CLERK OF THE COUNCIL

APPROVED:

_____

MAYOR

#7.3

City of Tupelo

Memo

To: City Council

From: Mayor Jason Shelton

cc: Glenda Muse

Date: July 13, 2015

Re: Appointment to Airport Authority

It is my recommendation that Mr. Larry Decker appointed to the Airport Authority. Bio is attached. Please consider this recommendation.

Thank you,

Jason S. Shelton

Short Summery of Aviation History of Larry Decker

- First Flying Lesson 1960 - Instructor- C.D. Lemons
- Obtained Private and Commercial License while at University Of Mississippi
- Flew various aircraft in Navy and flew the A3-D in the Fleet
- 34 years of experience as an Airline pilot starting with Southern Airways flying Martin 404's thru Tupelo and ended up flying Boeing 747-400 to Tokyo.
- Have been an instructor in General aviation aircraft and Airbus A-320 and B-747 Airliners.
- Have been an aircraft owner of both single and Multi engine aircraft.
- Have approximately 25,000 hrs of flying experience and 20 years of Air Safety experience working for the Air Safety structure of the Airline Pilots Association.
- In 2002 awarded the Northwest Pilots Air Safety Award for work with the Local and National Air Safety structure for work in the Air Traffic arena of implementing increased traffic flow into high density airports thru the use of PRM radar and specific procedures. This work kept me in contact with different venues of the aviation community Airlines, business, private and military in an effort to coordinate different training requirements.

Mr. Mayor,

While I consider myself friends with many of the folks at the airport, my sole interest is in the success of the Tupelo Airport and its effect on the community. My greatest asset is not the thousands of flying hours or the many different aircraft I have flown, but the contacts I have made over the years and the resources I can still call upon for input in decisions from security, noise abatement issues, to Crash Rescue and Fire procedures equipment and training.

Thank you for your consideration,

Larry Decker

Larry Decker

#1.4

Memo

To: Distinguished Members of the City Council

Honorable Mayor Jason Shelton

From: Terri Blissard

Date: July 16, 2015

Re: Committee Recommendation for Engineering Services for Kellex DIP Project

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In June, the City Council approved a Development Infrastructure Project grant agreement with the Mississippi Development Authority for funding for roof repairs at Kellex, which occupies a city-owned building at 115 Industrial Drive.

Subsequently, the City advertised for proposals from engineers interested in managing the project. Proposals were due by 5 p.m. on July 8, 2015. The three companies submitting timely proposals were:

* Cook-Coggin
* ESI
* JBHM

A three-member committee met July 9, 2015, to review the proposals, and the committee selected ESI as the company best suited for the project. (Proposals are available for your review in both my office and the Council Clerk's office.)

I would like to request your approval of the committee's recommendation of ESI for engineering services for this project. If you concur with the recommendation, then the next step will be to proceed with a contract.

#7.5

Memo

To: Distinguished Members of the City Council

Honorable Mayor Jason Shelton

From: Terri Blissard

Date: July 16, 2015

Re: Engineering Services Contract for Kellex Project

Please find attached a contract with ESI for engineering services for the Kellex roofing project. I would like to request your approval of this contract.

The project is partially funded through a $250,000 Development Infrastructure Program Grant, and the remainder of the cost will be borne by Kellex.

If you have any questions, please let me know.

ENGINEERING SOLUTIONS, INC.
AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made by and between the **CITY OF TUPELO**, hereinafter referred to as the CLIENT, and **ENGINEERING SOLUTIONS, INC.**, hereinafter referred to as the ENGINEER:

The CLIENT proposes to: Make roof repairs and improvements to the Kellex Seating building which is a public owned building.

The CLIENT desires to engage the services of the ENGINEER to make necessary investigations, to design and prepare preliminary and final construction plans and construction cost estimates as required in connection with the proposed improvements, hereinafter referred to as the Project;

WITNESSETH:

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.0 PRELIMINARY ENGINEERING SERVICES

That the ENGINEER will provide Preliminary Engineering Services as follows:

1.1 The ENGINEER will conduct preliminary investigations, develop a conceptual plan, and develop opinions of probable construction costs current as of the date of the plan.

1.2 If needed, the ENGINEER will assist the CLIENT in the application for funding for the Project.

2.0 PRIMARY ENGINEERING SERVICES

That the ENGINEER will provide Primary Engineering Services as follows:

2.1 The ENGINEER will perform design investigations, complete the design, and prepare construction plans, specifications, and bid documents, which together comprise the Contract Documents. Design investigations will only include those required to perform the design and prepare the plans and specifications.

2.2 The ENGINEER will prepare an opinion of probable construction cost based on the construction plans and specifications. However, the ENGINEER does not

guarantee that bids, proposals, or actual construction costs will not deviate from opinions of probable cost prepared by the ENGINEER.

2.3 Prior to advertisement for bids on construction, the ENGINEER will provide the necessary copies of the Contract Documents for the CLIENT and the appropriate Federal, State, and local agencies from whom approval of the Project must be obtained.

2.4 The ENGINEER will furnish additional copies of the Contract Documents as required by prospective bidders, material suppliers, and other interested parties but will charge a fee for such copies.

2.5 The ENGINEER will attend the bid opening and tabulate the bid proposals, review the bids, and make recommendations for the CLIENT's use in awarding the contracts for construction. The notice of award and notice to proceed shall also be prepared by the ENGINEER for execution by the CLIENT.

2.6 Upon award of a contract, the ENGINEER will furnish to the CLIENT the necessary sets of Contract Documents for execution.

2.7 The ENGINEER will review as necessary shop and working drawings furnished by the Contractor(s) to ensure conformance to the design.

2.8 If needed, the ENGINEER will provide reference points for construction staking by the contractor and testing for construction of the Project.

2.9 The ENGINEER will review the Contractors' estimates for progress and final payments.

2.10 The ENGINEER will prepare change orders as required.

2.11 The ENGINEER will provide the CLIENT with one set of record (as-built) drawings, based upon information provided by the Contractor(s) and observed in the field.

3.0 CLIENT'S OBLIGATIONS

That the CLIENT agrees to perform certain duties as follows:

3.1 The CLIENT will provide access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the Project; and the CLIENT will indemnify the ENGINEER from any claims of trespass with respect thereto.

3.2 If needed, the CLIENT will provide property surveys, plats and legal descriptions.

3.3 If needed, the CLIENT will negotiate for land rights and easements as necessary.

4.0 COMPENSATION FOR PRELIMINARY ENGINEERING SERVICES

Fees for Preliminary Engineering Services are considered to be absorbed in the fee for Design Engineering Services (Section 5.0).

5.0 COMPENSATION FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES

Compensation for engineering services for this contract shall be a lump sum fee in the following amounts:

Design Engineering Services - $20,877.48

and

Constuction Engineering Services - $6,959.16

The ENGINEER shall be compensated for Design Engineering Services and compensation distributed in the following manner:

- A sum equal to ninety percent (90%) of the lump sum fee for Design Engineering Services after completion and submission of the construction plans, specifications, cost estimates, and contract documents.

- A sum equal to ten percent (10%) of the lump sum fee for Design Engineering Services immediately after the ENGINEER makes recommendations for awarding the contract.

The ENGINEER shall be compensated for Construction Engineering Services for the stated lump sum fee and compensation distributed in the following manner:

- A sum equal to a percentage of the total compensation for Construction Engineering Services equal to the percentage amount of construction completed.

6.0 CONSTRUCTION OVERVIEW

The ENGINEER will furnish construction overview as follows:

6.1 The ENGINEER will provide construction overview of the Contractors' construction progress. Overview shall consist of periodic visual observation of

materials, equipment, and construction for the purpose of ascertaining if the work is in substantial conformance with the Contract Documents and with design intent. **The ENGINEER's overview does not guarantee the performance of the Contractor(s).** The ENGINEER's undertaking hereunder shall not relieve the Contractor(s) of the obligation to perform the work in conformity with the Contract Documents and in a workmanlike manner; shall not make ENGINEERs an insurer of the Contractor's performance; shall not impose upon the ENGINEER any obligation to ensure that the work is performed in a safe manner. Full-time representation at the project site is not included.

6.2 If needed, any construction staking shall be the responsibility of the Contractor and shall be conducted according to the Construction Specifications.

7.0 COMPENSATION FOR ADDITIONAL CONSTRUCTION OVERVIEW

Should the CLIENT require more in-depth construction overview than specified in Section 6.1, the CLIENT shall compensate the ENGINEER for Construction Overview Services as follows:

7.1 Compensation shall be at the rates shown in Schedule A and as substantiated by the ENGINEERS' employees' daily reports.

7.2 The ENGINEER will render to the CLIENT for such services an itemized bill, separate from any other billing, for compensation of services performed hereunder, the same to be due and payable by the CLIENT to the ENGINEER on or before the 15th day of the month following submission of statement.

8.0 ADDITIONAL ENGINEERING SERVICES

If authorized in writing by the CLIENT, the ENGINEER shall furnish or obtain from others Additional Services of the following types, which are not considered normal or customary Primary Services.

Compensation for these additional services shall be at the rates shown in Schedule A and as substantiated by the ENGINEERs' employees' daily reports. The ENGINEER will render to the CLIENT for such services an itemized bill, separate from any other billing, for compensation of services performed hereunder, the same to be due and payable by the CLIENT to the ENGINEER on or before the 15th day of the month following submission of statement.

8.1 Preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

8.2 Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, the CLIENT's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

8.3 Services in connection with Change Orders to reflect changes requested by the CLIENT if the resulting changes in compensation for Design Engineering Services is not commensurate with the additional services rendered, and services resulting in significant delays, changes or price increases occurring as a direct result of material, equipment, or energy shortages.

8.4 Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract by more than thirty days or acceleration of the work schedule involving services beyond normal working hours.

8.5 Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.

8.6 Additional services in connection with the Project, including services normally provided by the CLIENT and services not provided for in this Agreement.

8.7 Property or topographic surveys, plats, descriptions of necessary land and easement rights with maps, plans or estimates related thereto; assistance in negotiating for land and easement rights.

ATTACHMENT A
STANDARD RATES AND CHARGES FOR
ENGINEERING SERVICES

Classification	Charge
Principal/Project Manager	$150
Professional Engineer	$110
Engineer Intern	$ 70
Sr. Engineering Designer	$ 75
Drafting Technician	$ 60
Senior Construction Inspector	$ 70
Construction Inspector	$ 60
Clerical	$ 40
Survey Crew:	$120
Testing Technician	$ 60
Field Density Test	$38/ea
Soil Classification	$275/ea
Standard Proctor Test	$350/ea
Concrete Cylinder Breaks	$25/ea
Concrete Mix Design	$325/ea
Elevated Tank Climb	$225/ea

REIMBURSABLE EXPENSES

1. Travel from office at $0.51 per mile, plus actual out-of-pocket cost, plus time at above rates for both ways, for time spent on Additional Services. *Note: this does not apply to normal project activities.*

2. Actual cost of mileage (at $0.51/mile), subsistence and lodging if required by travel outside a 50-mile radius of Project location.

3. Actual costs of special tests and services of special consultants.

SECTION 9.0 TERMINATION, ASSIGNMENT & SPECIAL PROVISIONS

The CLIENT and the ENGINEER further agree to the following conditions:

9.1 Either the CLIENT or the ENGINEER may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar day prior written notice. The CLIENT shall within 30 calendar days of termination pay the ENGINEER for services rendered and costs incurred to the date of termination, in accordance with the compensation provisions of this Agreement.

All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the ENGINEER as instruments of service shall remain the property of the ENGINEER and shall not be used on additions to the Project or on any other project except upon written agreement with the ENGINEER.

9.2 This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the CLIENT and the ENGINEER respectively and its partners, successors, assigns, and legal representatives. Neither the CLIENT nor the ENGINEER shall have the right to assign, transfer, or sublet his interest of obligations hereunder without written consent of the other party. In the use of pronouns throughout this Agreement where appropriate, the singular shall include the plural and the plural the singular.

SECTION 10.0 LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the project to both the CLIENT and the ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER and his or her subconsultants to the CLIENT and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses for any cause or causes, so that the total aggregate liability of the ENGINEER and his or her subconsultants to all those named shall not exceed the ENGINEER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

SECTION 11.0 CITY OF TUPELO MANDATORY ADDENDUM

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

2. TUPELO does not make any warranty.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

3. TUPELO does not waive any claim; past, present, or future.
   Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
   Miss. Code Ann. § 11-46-1, et seq.

5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
   U.S. Const. Amend. XI.

6. TUPELO does not agree to the application of laws of another state.
   U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).

8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.

Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)

10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
    Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

11. TUPELO does not agree to submit to binding arbitration.
    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
    Miss. Code Ann. § 31-7-305.

13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
    Miss. Code § 25-61-9 (7).

14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
    Miss. Code § 25-61-9 (1).

15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect,

process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website . The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.

    Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

    Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

    MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.

    Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

    MS AG Ops. 2012-00013

In witness thereof the parties have made and executed this Agreement the _____ day of _____, 2015.

CLIENT: City of Tupelo, MS

BY:_____
Hon. Jason Shelton, Mayor

ENGINEER: Engineering Solutions, Inc.

BY:_____
John White, PE, PS, Principal

ATTEST:

_____
City Clerk

#7.6

Memo

To: Distinguished Members of the City Council

Honorable Mayor Jason Shelton

From: Terri Blissard

Date: July 16, 2015

Re: Mississippi Forestry Commission Grant Contract

Please find attached a contract for $20,000 in Urban and Community Forestry grant funding from the Mississippi Forestry Commission (MFC). This funding will be applied to a GIS-based tree canopy inventory and assessment project to be conducted by the Public Works Department with assistance from Plan-It Geo, a forestry consulting firm which has done similar work for other government entities across the country.

The City is required to provide a one-to-one match for the MFC grant. To meet the match requirement, Public Works will plant and mulch at least seventy 3.5"-caliper trees from the tree farm in City rights-of way. The value of the installation of the trees, along with a fee reduction from Plan-Geo, will satisfy the match requirement, so the City will not have to budget for a cash match.

If you have any questions about this grant, please let me know.

Contract for Grant Implementation of Urban Forest Challenge Grant:
Mississippi Forestry Commission –USDA Forest Service Grant ID # 14-DG-11083128-001

1. Parties. The parties to this contract are the Mississippi Forestry Commission, hereinafter referred to as the "Agency" and the City of Tupelo, MS, hereinafter referred to as the "Contractor."

2. Purpose. The purpose of this contract is for the Agency to engage the Contractor **to implement the awarded grant, *URBAN FOREST CHALLENGE GRANT (Urban Tree Canopy Assessment and Inventory Development), MISSISSIPPI FORESTRY COMMISSION FY 2014***

The goal of this project is to provide the city with a GIS-based tree canopy assessment and report that will be used by the city to develop urban forestry management plans and goals. Likewise, the city will also contract with a third party to develop urban tree inventory software to be used by the city to acquire a better understanding of the condition and species composition of the city's urban forest.

The city will use the information gathered from the canopy assessment to identify potential planting areas for trees that should help the city address concerns such as storm water runoff, energy conservation, noise pollution, etc. Tupelo Public Works Department will plant and mulch seventy 3.5"-caliper trees in the areas identified by the assessment.

To begin using the tree inventory software, the city will inventory all trees planted through this project as well as the trees that are scheduled to be planted this year through the downtown planting projects, the cherry tree planting project and the city's nine-year reforestation plan.

3. Scope of Services. The Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "A," captioned "Scope of Services," which is attached hereto and made a part hereof by reference.

4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit "B," captioned "Additional Terms and Conditions," which is attached hereto and made a part hereof by reference.

5. Consideration. As consideration for the performance of the services referenced in Exhibit "A," the Agency agrees to compensate the Contractor as provided in Exhibit "C," captioned "Compensation," which is attached hereto and made a part hereof by reference.

6. Period of Performance. This contract will become effective for the period beginning July 15, 2015 and ending on July 16, 2016, upon the approval and signature of the parties hereto. The agency has the option to renew the contract as long as the period of performance is within the Contractor's two-year preapproved term as set by PSCRB IFB 01-2012. All work to be performed and paid for under this contract must be completed by June 15, 2016.

7. Method of Payment. The Contractor agrees to accept payments referenced in Paragraph 5, "Consideration," to be paid as billed by the Contractor. The Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than June 15, 2016. The Contractor is classified as an independent

Contractor and not a contractual employee of the Agency. As such, any compensation due and payable to the Contractor will be paid as gross amounts.

8. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local laws and regulations.

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

10. Representation Regarding Contingent Fees. The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid.

11. Representation Regarding Gratuities. The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

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

13. Stop Work Order.

    a. *Order to Stop Work:* The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all

reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either:

i. cancel the stop work order; or,
ii. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract, if applicable.

b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

i. the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
ii. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. *Termination of Stopped Work:* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

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

15. E-Verification. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following:

a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

b. the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
c. both.

In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

16. Procurement Regulations. This contract shall be governed by the applicable provisions of the *Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS 39201, for inspection, or may be found at http://www.mspb.ms.gov.

17. Requirements contract. During the period of the contract, the Contractor shall provide all the service described in the contract. The Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to the Contractor if no services are required.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

_____ By: _____

DATE

Jason Shelton, City of Tupelo
TAX IDENTIFICATION NUMBER:
64-6001140
REMIT TO ADDRESS:
City of Tupelo
Attention: Terri Blissard
Post Office Box 1485
Tupelo, MS 38802-1485
662-841-6565
terri.blissard@tupeloms.gov

_____ By: _____

DATE

Mr. Charlie Morgan
State Forester
Mississippi Forestry Commission
660 North Street, Suite 300
Jackson, Mississippi 39202
(601) 359-1386 Main Phone
(601) 359-1349 fax

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract.

1. The Contractor will coordinate all communications with the Agency through the Mississippi Forestry Commission Urban Forestry Coordinator, currently Todd Matthews.

A. **Objectives:**

1. Conduct a GIS-based Tree Canopy Assessment
2. Develop maps, metrics and visuals on current and potential urban forest
3. Provide data to further prioritize or possibly integrate with tree planting plans and setup/conduct hazard tree risk assessments
4. Report on findings and provide broad recommendations/next steps based on the data to enhance what the city is already doing
5. Quantify the environmental and economic benefits of Tupelo's urban forest
6. Map/inventory tree plantings in software application for tracking/maintenance purposes and ownership (public/private) disputes
7. Educate, train and engage city departments on how to use the products and findings
8. Utilize the data gathered through this project to map and plant at least 70 trees to begin restoring the city's tree canopy

B. **Project Methods:**

1. Schedule and lead a project startup meeting involving multiple city departments to explain the project's goals, desired outcomes, roles of everyone involved, timeline, and contact information.
2. Obtain suitable imagery for the land cover analysis, presumably 1-meter 2014 NAIP imagery
3. Develop a land cover GIS data layer as a green vs. gray infrastructure map of the city for numerous departments to utilize in environmental and forestry planning.
4. For a current baseline, contractor will analyze 2014 high resolution leaf-on multispectral imagery to produce at minimum the following land cover data classes: impervious area, trees/forest/shrubs, grass/meadow, bare soil and water, as well as a report with UTC maps, tables, graphs and a PowerPoint presentation showing results. Area and percent of tree cover and these other land cover types will be calculated for up to four assessment boundaries in the UTC process as well as for the city as a whole. Choices for these "target geographies" are wards/councils, watersheds, neighborhoods, US census blocks, land use/zoning, subdivisions, parcels, riparian corridors, or other special district boundaries are listed on the city's GIS webpage.

5. Map/estimate canopy loss based on imagery acquired prior to the 2014 tornado (like 2010 NAIP).
6. Create targeted, actionable maps depicting green infrastructure, existing and losses in tree cover, planting area, forests and other natural areas.
7. Identify planting opportunities in the rights of way, other public properties, and in major intersections, interchanges, and neighborhoods. A minimum of seventy trees from the city's tree farm will be planted during the project period. Valued at $275 per tree (based on local nursery prices for the same size and species), this is an in-kind contribution valued at $19,250.
8. Use i-Tree Canopy software to assess some of the ecosystem services provided by Tupelo's canopy cover.
9. Develop an assessment report tailored to Tupelo's unique needs including ties to the Tupelo 2025 Plan, Comprehensive Plan, and Ped/Bike Plan, if feasible.
10. City staff will contribute to GIS data collection/digitizing to allow PG to focus time in other areas, including but not limited to:
    a. City boundary
    b. Current data on either tree canopy or GIS tree inventory data
    c. Impervious surfaces
    d. Hydrology and transportation
    e. 4 target geographies
    f. Existing aerial photography and LIDAR data
    g. Parcels and future land use, neighborhood associations, historic districts, subdivisions, wards, parks, right-of-ways, land use or zoning including metadata and attributes describing the LU/zoning classes.
    h. Powerline easements/corridors (above or below ground)
    i. Recreation areas, ball fields, park boundaries, cemeteries, etc.
    j. Photos and planning documents/initiatives to incorporate; previous i-Tree Eco park studies
11. Host a final, web-based training session to engage city departments on key findings.
12. The format for delivery to Tupelo for all data will be ESRI vector-based shapefile or geodatabase and raster-based tiff or .img for imagery and land cover.

C. **Project Partners:** 1. The City of Tupelo Department of Public Works 2. Ian Hanou, Plan-It Geo, LLC 3. Mississippi Forestry Commission

D. **Final Products and Accomplishment:**

Measurable Accomplishments:

1. Assessment that will help Tupelo guide future tree planting, maintenance and outreach through maps of the city's green vs. gray infrastructure
2. Quantifying the loss of canopy from the 2014 tornado, existing tree canopy and benefits

3. Tracking each new tree planted post-storm for budgeting, monitoring etc.
4. Planting a minimum of seventy 3.5"-caliper trees in city right-of-way

Products:

1. Maps and GIS data to better understand where Tupelo has canopy and where there is opportunity to expand
2. Assessment report describing and analyzing the city's land use/land cover (canopy) offering broad recommendations to manage and plan for tree canopy
3. Tree inventory software tracking tool
4. Training on the maps, spreadsheets, designs and GIS data layers provided

E. **Outreach:**
Sustained outreach over the life of the project will continue through neighborhood associations and social media, particularly the city's facebook page. Other lines of communication remain open via Ms. Cochran and the city's planning department, which coordinates meetings with the neighborhood associations as well as via the Public Works Department directly.

After the tree inventory and assessment phase of the project is complete, the Public Works Department will announce areas of planned tree-planting and provide the public with work schedules, information about possible lane closures in neighborhoods, and other data related to tree-planting activities. Public Works staff will be available during regular office hours to answer questions and address concerns from citizens.

With regard to the neighborhoods suffering the most damage to tree canopies (specifically Bristow Acres, Joyner and Sharon Hills) appropriate city staff will continue to attend neighborhood association meetings to keep citizens updated and aware of plans and projects. It is anticipated that these neighborhoods and their border areas will be prioritized for tree planting after the canopy assessment is complete.

F. **Project Continuation:** The final products of this project will be available to the city for future planning and decision making. Crews will utilize the software to maintain an up-to-date inventory of the city's trees. Managers and planners will utilize the inventory data as well as the canopy assessment findings to develop planting and management strategies for years to come.

5. Contract Deliverables:

The Contractor and the Agency will develop a mutually agreeable schedule for submission of Deliverables.

The **CONTRACTOR,** while working collaboratively with the MFC and other agencies, shall be solely responsible for the planning and implementation of deliverables.

6. Safety

The Contractor assumes full responsibility for the safety of its employees, equipment and supplies.

7. Insurance

The Contractor shall maintain in effect during the term of this contract, insurance in the following amounts:

1. General Liability-$1,000,000 per occurrence

The MFC shall be immediately notified in writing, of any lapses or changes in policies.

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

1. Anti-assignment/subcontracting. The Contractor acknowledges that it was selected by the Agency to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the Agency, which the Agency may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Agency of any subcontract shall be deemed in any way to provide for the incurrence of any obligation by the Agency in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Agency may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

2. Approval .It is understood that this contract requires approval by the Personal Service Contract Review Board. If this contract is not approved, it is void and no payment shall be made hereunder.

3. Attorneys' fees and expenses. Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligation under this agreement, the Contractor shall pay to the Agency all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the Agency in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the Agency be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

4. Authority to contract. The Contractor warrants:(a)that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d)notwithstanding any other provision of this agreement to the contrary, that there are

no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

5. Confidential information."Confidential Information" shall mean: (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Agency and any other information designated in writing as confidential by the Agency. Each party to this agreement agrees to the following: (a) to protect all confidential information provided by one party to the other; (b) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; (c) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and, (d) to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

6. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Mississippi Forestry Commission is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, *et seq*. If a public records request is made for any information provided to the Agency pursuant to the agreement, the Agency shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

7. Contractor personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Agency reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

8. Debarment and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the Agency or any political subdivision of the Agency or the State of Mississippi; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of

these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

9. Disclosure of confidential information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, *et seq.*

10. Exceptions to confidential information. The Contractor and the Agency shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the Agency or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

11. Errors in extension. If the unit price and the extension price are at variance, the unit price shall prevail.

12. Failure to deliver. In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.

13. Failure to enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.

14. Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the Agency a release of all claims against the Agency arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the Agency's claims against the Contractor under this contract.

15. Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, and governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the Agency immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Agency determines it to be in its best interest to terminate the agreement.

16. HIPAA compliance. The Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

17. Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Agency's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Agency. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Agency shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the Agency's concurrence, which the Agency shall not unreasonably withhold.

18. Independent Contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the Agency. Nothing contained herein shall be deemed or construed by the Agency, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Agency and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Agency or the Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the Agency and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Agency or the State of Mississippi. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the Agency and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.

The Agency shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the Agency shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the Agency for its employees.

19. Integrated agreement/merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the Agency and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the Agency or the Contractor on the basis of draftsmanship or preparation hereof.

20. Modification or renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes to this agreement necessary.

21. No limitation of liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

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

For the Contractor:
Jason Shelton, City of Tupelo
City of Tupelo
Attention: Terri Blissard
Post Office Box 1485
Tupelo, MS 38802-1485
662-841-6565
terri.blissard@tupeloms.gov

For the Agency:
Urban Forestry Coordinator
Todd Matthews
District Forester, Southwest
101 Acorn Lane
Starkville, MS 39759
662.361.4272
tmatthews@mfc.state.ms.us

23. Non solicitation of employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the Agency and the Contractor.

24. Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by the Contractor.

25. Ownership of documents and work papers. The Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the Agency upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the Agency and subject to any copyright protections.

26. Priority. The contract consists of this agreement with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by reference to this agreement with exhibits. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

27. Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.

28. Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the Agency or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

29. Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the Agency, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the

Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of the Contractor.

30. Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi Office of the State Auditor, its designees, or other authorized bodies.

31. Right to inspect facility. The Agency may, at reasonable times, inspect the place of business of the Contractor or any subcontractor which is related to the performance of any contract awarded by the Agency.

32. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

33. State property. The Contractor will be responsible for the proper custody and care of any state-owned property furnished for the Contractor's use in connection with the performance of this agreement. The Contractor will reimburse the Agency or State of Mississippi for any loss or damage, normal wear and tear excepted.

34. Termination for convenience clause.

    a. *Termination*. The Agency may, when the interests of the state so require, terminate this contract in whole or in part, for the convenience of the state. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

    b. *Contractor's Obligations*. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Mississippi. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

35. Termination for default clause.

a. *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this Contractor any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Agency, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State of Mississippi has an interest.

c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The Agency or State of Mississippi may withhold from amounts due the Contractor such sums as the Agency deems to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders and to reimburse the State of Mississippi for the excess costs incurred in procuring similar goods and services.

d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Agency within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Mississippi and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the Agency under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

e. *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract

was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the Agency, be the same as if the notice of termination had been issued pursuant to such clause.

f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

36. Termination upon bankruptcy. This contract may be terminated in whole or in part by the Agency upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

37. Third party action notification. The Contractor shall give the Agency prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this agreement.

38. Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

39. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

EXHIBIT "C"

COMPENSATION

This contract shall not exceed $20,000. Payments will be made within 45 days after all documentation has been provided by contractor.

Item	
1. Contract GIS-based Urban Tree Canopy Assessment	$17,050.00
2. Inventory Software with 2 year subscription	$2,950.00
Total:	$20,000.00

The State of Mississippi requires the Contractor to submit invoices electronically throughout the term of this contract. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The Contractor understands and agrees that the State of Mississippi is exempt from the payment of taxes. All payments shall be in United States currency.

#7.7

Memo

To: Distinguished Members of the City Council

Honorable Mayor Jason Shelton

From: Terri Blissard TB

Date: July 15, 2015

Re: Plan-It Geo Contract for Professional Services

Please approve the attached contract between the City of Tupelo and Plan-It Geo, LLC, for a tree canopy assessment and tree inventory management software. The contract is for $20,000 and is funded through a Mississippi Forestry Commission Urban & Community Forestry Grant.

Plan-It Geo has provided similar services for government entities across the country, including DeSoto County and the City of Jackson. The company will collaborate with the Public Works Department to implement the scope of work shown in the contract's "Exhibit A."

Please let me know if you have any questions.

Professional Services Agreement

Term of Agreement

This Agreement, made and effective on the 22ND day of July 2015, is by and between the City of Tupelo, Mississippi ("CITY" or "TUPELO") and Plan-It Geo LLC, with offices at 5690 Webster Street, Arvada, CO 80002 ("CONTRACTOR"), for a tree canopy assessment and tree management software subscription (Tree Plotter). Notice to proceed is granted upon signature by both parties.

Services to be Rendered by Contractor

Contractor agrees to:

- See Exhibit A, scope of work

Mandatory Addendum Language for All Contracts

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contact to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
    a. Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
    a. Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
    a. Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
        i. Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
        i. U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
        i. U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940)

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
    i. Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
    i. Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
    i. Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
    a. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
    i. Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
    i. Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
    i. Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.
16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all

payments made by TUPELO will be posted on a public website _____. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.

i. Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.
    i. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
    i. MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.
    i. Miss. Code Anno. 21-27-1
21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
    i. MS AG Ops. 2012-00013

Method of Performing Services

Contractor will determine the method, details, and means of performing the above-described services. CITY may not control, direct, or otherwise supervise any Contractor's assistants or employees, if applicable, in the performance of those services. CITY agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

CITY agrees that Contractor will primarily perform the services described herein in their own workspace. Contractor agrees that any work performed off-site will be done utilizing their own office equipment (computer, telephone, etc.) and that these tools will not be furnished by CITY.

Compensation

In consideration for the services to be performed by Contractor, CITY agrees to pay Contractor $20,000.00. Contractor will invoice 25% upon contract initiation, 50% after completion of the land cover mapping and canopy assessment metrics (spreadsheet and maps), and 25% upon completion and acceptance of the report, GIS data and Tree Plotter software application. Contractor agrees to provide a W9 form containing their Federal Tax ID Number along with invoices to CITY for compensation payments to be processed. CITY shall make payments to the Contractor within thirty (30) days from the date of receipt of the Contractor's acceptable statement on forms prepared by the Contractor and approved by CITY.

Assumptions CITY will provide prompt reviews. Plan-It Geo will provide final digital GIS data and online software hosting and will not have any travel on-site (meetings will be by phone).

Tools and Instruments

Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement.

Contractor agrees to hold harmless and indemnify CITY for any and all negligence-based claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Assignment

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CITY or Contractor without the prior written consent of Contractor and CITY. Contractor is an independent contractor and shall not be deemed to be an employee or agent of CITY.

CONFIDENTIALITY/INTELLECTUAL PROPERTY

Each Party agrees that the terms of this Agreement and all information furnished to it by the other Party are deemed the confidential and proprietary information or trade secrets (collectively referred to as "Confidential Information") of the Disclosing Party and will remain the sole and exclusive property of the Disclosing Party (the Party furnishing the Confidential Information referred to as the "Disclosing Party" and the other Party referred to as the "Receiving Party"). Each Party will treat the Confidential Information and the contents of this Agreement in a confidential manner and, except to the extent necessary in connection with the performance of its obligations under this Agreement, neither Party may directly or indirectly disclose the same to anyone other than its employees on a need to know basis, without the written consent of the Disclosing Party. Information will not be deemed Confidential Information if it: (i) becomes publicly available other than through the actions of the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party. If the Receiving Party is required by a governmental or judicial law, order, rule, regulation or permit to disclose Confidential Information, it must give prompt written notice to the Disclosing Party of the requirements of

such disclosure and cooperate fully with the Disclosing Party to minimize such disclosure, and disclosure after such notice shall not be a breach hereof.

Termination of Agreement.

Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving 30 days written notice to the other party.

Entire Agreement This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for CITY, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Nondiscrimination The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Insurance Plan It Geo will maintain general liability insurance and workers compensation in compliance with state laws with the following minimum types and amounts of insurance coverage:

a) Liability Insurance Certificate from your Insurance Agent with a minimum of $1,000,000.00 in Liability Coverage
b) Automobile Insurance Certificate from your Insurance Agent with a minimum of $1,000,000.00 in Liability Coverage
c) Current Workers Compensation Certificate

We look forwarding to collaborating with you in this independent contractor capacity to fulfill the objectives of this project and related future planning and implementation.

CITY OF TUPELO, MS

Signature _____

Name Jason L. Shelton

Title Mayor, City of Tupelo, MS

Date 7/22/15

Plan-It Geo (CONTRACTOR)

Signature _____

Name IAN S. HANOU

Title OWNER & PRINCIPAL

Date 7/22/15

EXHIBIT A
City of Tupelo
Urban & Community Forestry Grant
SCOPE OF WORK

Working closely with the City, Plan-It Geo will provide the following services and products to assist Tupelo for this grant project:

1. Schedule and lead a project startup meeting involving multiple city departments to explain the project's goals, desired outcomes, roles of everyone involved, timeline, and contact information.
2. Obtain suitable imagery for the land cover analysis, presumably 1-meter 2014 NAIP imagery (flown during the leaf-on/summer season).
3. Develop a land cover GIS data layer as a green vs. gray infrastructure map of the City for numerous departments to utilize in environmental and forestry planning.
4. For a current baseline, Plan-It Geo will analyze 2014 high resolution leaf-on multispectral imagery to produce at minimum the following land cover data classes: impervious area, trees/forest/shrub, grass/meadow, bare soil and water, as well as a report with UTC maps, tables, graphs and a PowerPoint presentation showing results. Area and percent of tree cover and these other land cover types will be calculated for up to four (4) assessment boundaries in the UTC process as well as for each city as a whole. Choices for these "target geographies" are wards/councils, watersheds, neighborhoods, US census blocks, land use/zoning, subdivisions, parcels, riparian corridors, or other special district boundaries. Several of these boundaries are listed on the City's GIS webpage.
5. Map/estimate canopy loss based on imagery acquired prior to the 2014 tornado (like 2010 NAIP).
6. Create targeted, actionable maps depicting green infrastructure, existing and losses in tree cover, planting area, forests and other natural areas.
7. Identify planting opportunities in the street rights of way, other public properties, and in major intersections, interchanges, and neighborhoods. A minimum of seventy trees from the City's tree farm will be planted during the project period. Valued at $275 per tree (based on local nursery prices for same size and species), this is an in-kind contribution valued at $19,250.
8. Use i-Tree Canopy software to assess some of the ecosystem services provided by Tupelo's canopy cover.
9. Develop an assessment report tailored to Tupelo's unique needs including ties to the Tupelo 2025 Plan, Comprehensive Plan, and Ped/Bike Plan, if feasible.
10. City staff will contribute to GIS data collection/digitizing to allow PG to focus time in other areas, including but not limited to:
    - City boundary (project "Area of Interest," AOI)
    - Current data on either tree canopy or GIS tree inventory data (if available)
    - Impervious surfaces – buildings, streets/roads, sidewalks, parking lots, patios, driveways, etc.
    - Hydrology (lakes, rivers, wetlands) and Transportation (e.g. Hwy 45 corridor drawings)

- 4 target geographies (boundaries/scales to assess canopy cover and planting potential)
- Existing aerial photography and LiDAR data (if available; not required)
- Parcels, future land use, neighborhood associations, historic districts, subdivisions wards, parks, right-of-way, land use or zoning including metadata and/or attributes describing the LU/zoning classes. This can be one of the four target geographies (assessment scales).
- Power line easements/corridors (above or below ground, line file format will suffice)
- Recreation areas, ball fields, park boundaries, cemeteries, etc.
- Photos and planning documents/initiatives to incorporate; previous i-Tree Eco park studies

11. Host a final, web-based training session to engage city departments on key findings.
12. The format for delivery to Tupelo for all data will be ESRI vector-based shapefile or geodatabase and raster-based tiff or .img for imagery and land cover.

#1.8

Memorandum

To: City Council

From: Kim Hanna (KeSH)

Date: July 16, 2015

Re: REQUEST FOR SURPLUS

I am requesting permission to surplus the following item for scrap that was destroyed in the April 2014 Tornado. The item is a 2000 Ford Crown Vic Vin# **2FAFP71W01X129138.** The vehicle has been stored at Public Works awaiting final disposition instructions.

Thank you for your attention in this matter.

#7.9

City of Tupelo

Jason L. Shelton
Mayor

Thomas Walker
Fire Chief

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

7-14-2015

Alex Farned
Director, Tupelo Parks and Recreation

Dear Alex,
Per our discussion today and based on a third party inspection of the design plan criteria for the Monolithic Storm Shelters, I submit to you this letter explaining the non-requirement of a sprinkler and fire alarm systems in the storm shelters.

Based upon the 2012 International Fire Code and discussions to define the intended use of the buildings, the Tupelo Fire Department, after Fire Code research, does not see that the installation of fire sprinklers and monitored fire alarms are required, provided the intended use of the buildings remain in the following intended use ;

- Storm Shelters for protection of the civilian population in the event of inclement weather, predicted natural disaster, or other provisions that would require the civilian population to seek shelter.
- City sponsored (Tupelo Parks and Recreation) League basketball, to include practice and games.
- Neighborhood Association business meetings.

I would like this letter to be shared with the Administration and City Council and be spread across the minutes of the a City Council Board meeting so that in the future, if other elected officials decide to change the intended use of the buildings, it would require the requested use to go before the Council so they would understand the intended use and not put the City of Tupelo is a position to bring undue liability on the City of Tupelo.

Respectfully,

Thomas Walker
Fire Chief
Tupelo Fire Department

CC: Mayor Jason Shelton
COO Don Lewis
City Attorney Ben Logan
Tupelo City Council
Fire Marshal Jason Cross
Grants Administrator Terri Blissard

106 Jefferson Street • Tupelo, Mississippi 38804-3912 • 662-841-6439 • Fax 662-841-6551

LOT MOWING FOR PUBLIC HEARING

JULY 21, 2015

#7.10

	PARCEL	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2
14559	106C1318600	927 TERRY RD	ANDERSON RUSSELL	P O 87	RED BANKS, MS 38661
14560	106G1306600	3119 CRAIGMONT	ROSE ANGELA	120 CR 1390	TUPELO, MS 38801
14561	106G1313200	3106 MONTCLAIR DRIVE	WILEMON R J	P O BOX 2639	TUPELO, MS 38803
14562	106G1313300	3122 MONTCLAIR DRIVE	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803
14563	106G1310600	3346 CRAIGMONT CIRCLE	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803
14564	106G1310500	3346 CRAIGMONT CIRCLE	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803
14565	106G1310400	3316 CRAIGMONT CIRCLE	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803
14566	106G1311100	CRAIGMONT	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803
14567	106G1311200	3420 CRAIGMONT CIRCLE	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803
14568	106G1315000	3471 CRAIGMONT CIRCLE	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803
14569	106G1314900	3487 CRAIGMONT CIRCLE	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803
14570	101A0208300	2612 PEMBERTON AVENUE	CADE WILLIAM A	2612 PEMBERTON	TUPELO, MS 38801
14574	075G1509300	GRACE LANE	THE SOUTHERN GROUP	P O BOX 3171	TUPELO, MS 38803
14575	075G1509400	GRACE LANE	THE SOUTHERN GROUP	P O BOX 3171	TUPELO, MS 38803
14576	075G1509500	GRACE LANE	THE SOUTHERN GROUP	P O BOX 3171	TUPELO, MS 38803
14577	075G1501602	CRESTVIEW ROAD	THE SOUTHERN GROUP	P O BOX 3171	TUPELO, MS 38803
14578	078H2700700	783 HOLLY HILL DRIVE	WILSON BOBBY L	604 RACOVE DR	TUPELO, MS 38801
14580	078H2700601	2600 WEST JACKSON STREET	WD PROPERTIES LLC	POST OFFICE BOX 3171	TUPELO, MS 38803
14581	112A0405001	809 CANAL STREET	CHURCH INSPIRATIONA	405 CLAYTON AVE	TUPELO, MS 38804
14582	113T0501900	401 PAYNE STREET	WATSON WILLIAM B	P O BOX 3754	TUPELO, MS 38803
14583	088N3308400	121 WAYSIDE	LONG BRANDON H & R	707 COUNTY ROAD 1310	TUPELO, MS 38801
14584	088N3308300	123 WAYSIDE	MOORE ROBERTA & BE	15 SOUTH CANAL ST	TUPELO, MS 38801
14585	089F3017700	534 NORTH GREEN STREET	SMITH WILLIAM SR & C	1195 HILDA DR	TUPELO, MS 38804
14593	089K3100200	508 NORTH MADISON STREET	SYMBIOTIC PARTNERS	4905 POPLAR SPRINGS DR SUITE B	MERIDIAN, MS 39305
14597	106C1307700	1766 ROLLINGWOOD DRIVE	MIDFIRST BANK	999 NW GRAND BLVD	OKLAHOMA CITY, OK 73118
14598	106C1308100	1808 ROLLINGWOOD DRIVE	BANKFIRST FINANCIAL	POST OFFICE BOX 1248	COLUMBUS, MS 39703
14599	106C1309900	2957 JIM STREET	DAVIS LASHUNDA	2957 JIM ST	TUPELO, MS 38801
14600	089F3020100	302 EAST JACKSON STREET	LOCKRIDGE TAQUESHA	302 E JACKSON	TUPELO, MS 38804
14607	077J3507100	SAGEFIELD DRIVE	THE SOUTHERN GROUP	PO BOX 3171	TUPELO, MS 38803-3171
14608	077J3507200	SAGEFIELD DRIVE	THE SOUTHERN GROUP	PO BOX 3171	TUPELO, MS 38803-3171
14609	077J3507300	SAGEFIELD DRIVE	THE SOUTHERN GROUP	PO BOX 3171	TUPELO, MS 38803-3171
14610	077J3507400	SAGEFIELD DRIVE	THE SOUTHERN GROUP	PO BOX 3171	TUPELO, MS 38803-3171
14611	077J3506700	BATTLEFIELD DRIVE	THE SOUTHERN GROUP	PO BOX 3171	TUPELO, MS 38803-3171

LOT MOWING FOR PUBLIC HEARING

JULY 21, 2015

14612	077J3506800	BATTLEFIELD DRIVE	THE SOUTHERN GROUI	PO BOX 3171	TUPELO, MS 38803-3171
14613	077J3506900	BATTLEFIELD DRIVE	THE SOUTHERN GROUI	PO BOX 3171	TUPELO, MS 38803-3171
14614	077J3507000	BATTLEFIELD DRIVE	THE SOUTHERN GROUI	PO BOX 3171	TUPELO, MS 38803-3171
14615	077J3504000	2024 WINFIELD	WEBB CHRISTOPHER N	2024 WINFIELD DRIVE	TUPELO, MS 38801
14616	089A3010700	1111 BELLEDEER DRIVE	SUMNER HARRY & TRIC	622 HIGHLAND CIRCLE	TUPELO, MS 38804
14617	089F3008601	404 TOLBERT STREET UNIT A & B	ASHBY LAURA FRANCES	410 BARNES ST	TUPELO, MS 38801
14618	089F3008900	420 TOLBERT	HALFACRE ALMA LARTI	420 TOLBERT STREET	TUPELO, MS 38804
14619	089F3009000	420 TOLBERT	JAMISON ROBERT	1008 HILDA DRIVE	TUPELO, MS 38804
14620	089F3009100	424 TOLBERT	J JAY PROPERTY	484 FURRS RD	TUPELO, MS 38801
14622	089J3120400	1122 BLAIR STREET	WILBURN CHUCK & JAI	3402 W MAIN	TUPELO, MS 38801
14623	089V3200702	811 EAST MAIN STREET	SHELTON JIMMY D	2113 BRIAR RIDGE ROAD	TUPELO, MS 38804
14624	077K3500113	HOLMES STREET	PREMIER REALTY LLC	POST OFFICE BOX 7333	TUPELO, MS 38802
14628	077K3503000	413 NORTH JOANN STREET	WELLS FARGO BANK N/	8480 STAGE COACH CIRCLE	FREDERICK, MD 21701
14629	089F3013701	MALINDA ALLEY	LOWE GILBERT B	P O BOX 281	SHANNON, MS 38868
14630	077K3504800	2403 HOLMES STREET	FLEMING SHELBY J	2403 HOLMES ST	TUPELO, MS 38801
14632	077M3605200	1103 WEST JACKSON STREET	F & WAGNER LLC	P O BOX 7024	TUPELO, MS 38802
14633	077F2612700	1908 WEST JACKSON STREET	LEECH JOHNNY F JR	1107 CLAYTON AVENUE	TUPELO, MS 38804
14634	077F2613000	1902 WEST JACKSON STREET	CLAYTON PATRICK M	1633 BIRMINGHAM RIDGE RD	SALTILLO, MS 38866
14635	077F2612800	1906 WEST JACKSON STREET	TWIN PROPERTIES LLC	101 NORTH INDUSTRIAL ROAD SUI	TUPELO, MS 38801
14636	077L3604400	508 EXCHANGE STREET	MORRIS STAN R	226 CR 830	PLANTERSVILLE, MS 38862

#7.11

DocuSign Envelope ID: FFD61ED1-4F81-4609-9D4D-E01C07A607BC

verizon

Networkfleet Pilot Program

Please review populated fields and complete others as directed. For questions, please inquire with your sales contact.

Pilot Order Information			
Date	July 6, 2015	Account Sub Type	PUBLIC SECTOR
Pilot Duration Number of Days	60	Sales Contact	Bob Boggio (832) 584-9295 bboggio@verizon.com

Company Information		Fleet Website User	
Company Name	Tupelo public works	Main User Name	
DBA		Main User Email	
Address		Time Zone	
City			
State			
Zip			
Country			

Products & Services			
Item Description	***Code***	***Qty***	***Unit Price***
5500N3VD GPS Diagnostics	5500N3VD	13	$0.00
Light Duty Harness plus OBD-II Adapter Kit (5500/5200)	Parts047	10	$0.00
9-pin Heavy Duty Harness with Square Flange (5500/5200)	Parts044	3	$0.00
Base Installation - Plug/Play or 3 Wire		13	$0.00
5500 monthly service fees	5500MS	13	$0.00

Pilot Additional Terms & Conditions

"Section 10. ARBITRATION is hereby deleted in its entirety. Section 11. CONFIDENTIALITY line 18, the time period is changed from three (3) years to eighteen (18) months. Section 17. (b) the governing law is changed from Delaware to Mississippi."

Ship to Address #1 (Pilot Orders are shipped Ground)	
Company	
Contact	
Street Address	
City	
State	
Zip	
Country	
Phone	
Items to ship to this address:	

Pilot Terms and Conditions

Tupelo public works agrees that they will participate in mutually agreed conference calls during the Pilot Term with the Networkfleet Salesperson listed on the Pilot Order Form to discuss Tupelo public works's assessment of the Pilot Program based on predetermined criteria. This Pilot Order is subject to Networkfleet's Pilot Program Terms and Conditions. Please review and indicate your acceptance of the attached Terms and Conditions and confirm your agreement by providing your electronic signature below.

Customer Signature	
Name	
Sign Here	
Title	
Email	
Date	

VERIZON NETWORKFLEET PILOT PROGRAM TERMS AND CONDITIONS

These Terms and Conditions govern the participation by Customer ("Customer" or "You") in a trial program ("Pilot Program") of Networkfleet's Devices and Services.

1. **DEFINITIONS.** When used in these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"*Confidential Information*" means any non-public or proprietary information of a party (the "Disclosing Party") which is obtained by the other party (the "Receiving Party") in the course of activity pursuant to this Agreement, including information which is disclosed on an Order Form, or in connection with the provision to, and use by, Customer of Networkfleet products and services, whether such information is disclosed in oral, written, graphic, electronic or any other form. Confidential Information does not include any information that: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party; (b) is independently developed by the Receiving Party; (c) is acquired by the Receiving Party from another source that has the right to disclose such information without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

"*Customer Website Pages*" means the web pages on the Networkfleet Website which are designated by Networkfleet for use by Customer.

"*Devices*" means the Networkfleet wireless device or devices(s) identified on a Pilot Order Form.

"*Networkfleet Services*" means the services offered hereunder by Networkfleet, from time to time, including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (c) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (d) Customer access and usage of Customer Website Pages; and (e) Device installation services; but only to the extent such services are identified on a Pilot Order Form.

"*Networkfleet Website*" means the Networkfleet website currently located at www.networkfleet.com.

"*Pilot Order Form*" means the order form provided by Networkfleet to Customer pursuant to which Customer agrees to participate in the Pilot Program.

"*Service Partners*" means the companies that Networkfleet works with, from time to time, to provide the Networkfleet Services, including, but not limited to, wireless service carriers, installers, website operators, mapping data providers and licensors.

"*Vehicle*" means an on-road vehicle, off-road vehicle and/or stationary or movable equipment owned or under the control of Customer, which is equipped with a Device.

2. **PILOT ORDERS, DELIVERY AND ACCEPTANCE.** The transmittal by Networkfleet to Customer of a Pilot Order Form does not constitute an offer and all orders are subject to acceptance by Networkfleet either in writing, electronically or by shipping the Devices and/or the provisioning of the Networkfleet Services..

3. **NETWORKFLEET LICENSE.** Networkfleet grants to Customer a non-exclusive, non-transferable license during the term of the Pilot Program to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Networkfleet in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions.

4. **INSTALLATION SERVICES.** If the Pilot Order Form provides for Device installation services, Networkfleet or its contractors will install the Device in the applicable Vehicle at a mutually agreed location, in accordance with Networkfleet's Installation Policy, located at http://info.networkfleet.com/rs/networkfleet/images/Installation_Policy.pdf, as it may be amended from time to time, which is available at the Networkfleet Website. The Parties will use reasonable efforts to schedule and complete the installation during normal working hours within thirty (30) days of the date the Pilot Order Form is accepted by Networkfleet. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Networkfleet has no obligation to restore the Vehicle after removal of the Device.

5. **CUSTOMER OBLIGATIONS.** Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website pages only for evaluation purposes and shall comply, and cause its employees and agents to comply, with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, and Privacy Policy, which are, or will be available, on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the Networkfleet Services include the collection of data points associated with the Vehicle's location and manner of operation Customer agrees that if it does not execute a Networkfleet Direct Customer Agreement and place an order within thirty (30) days of the end of the Pilot Term, or if this Pilot Program Agreement is terminated pursuant to Section 7, the Customer will return at Customer's expense the all Devices and related accessories to Networkfleet in original condition, ordinary wear and tear excepted. If the Devices and related accessories are not received by Networkfleet within sixty (60) days of the end of the Pilot Term, the Customer will be charged the current price for the Devices and any related accessories.

6. **DISCLAIMER OF WARRANTIES.** NETWORKFLEET MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NETWORKFLEET DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. NETWORKFLEET DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

7. **TERM AND TERMINATION.** The term is set forth on the Pilot Order Form. Either party may terminate the Pilot Program Agreement at any time with written notice to the other party. Unless otherwise agreed to in writing between Customer and Networkfleet, at the end of the Pilot Term, all Devices will be deactivated by Networkfleet. The provisions of Sections 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of these Terms and Conditions will survive.

8. **INDEMNIFICATION.** (a) Customer will defend, indemnify and hold Networkfleet and the Service Partners, and their respective affiliates, officers, employees and agents, harmless from and against any and all third party claims and all associated damages, suits, proceedings, liens, penalties, liabilities, awards or expenses (including reasonable attorneys' fees) resulting from (i) Customers breach of its obligations under a Pilot Order Form or these Terms and Conditions; (ii) a claim that Customer or its personnel violated applicable state or federal laws or regulations in its possession, distribution, installation or use of the

Devices, the Networkfleet Services or the Networkfleet Website; or (iii) a claim for any property damage, personal injury or death arising in any way from, directly or indirectly, Customer's use, failure to use, or inability to use the Devices, the Networkfleet Services or the Networkfleet Website except to the extent such claim was caused by Networkfleet's gross negligence or willful misconduct. Customer must consult with and get prior written consent from Networkfleet prior to settling any such claim which would bind Networkfleet to pay unreimbursed monies, admit guilt or wrongdoing on the part of Networkfleet, or which would otherwise materially prejudice Networkfleet. Networkfleet shall also have the right to participate in the investigation, defense and settlement negotiations of any such claim with separate counsel chosen and paid for Networkfleet.

(b) Networkfleet shall defend, indemnify and hold Customer harmless against any third party claims, and all associated damages, suits, proceedings, liens, penalties, liabilities, awards or expenses, to the extent that such claims allege that Networkfleet Device or the Networkfleet Service infringes such third party's intellectual property rights; provided, however, that Networkfleet's obligations hereunder shall not apply if and to the extent that the infringement or alleged infringement is caused by or otherwise results from (i) the use of the Networkfleet Device or the Networkfleet Service other than as specifically authorized by Networkfleet, (ii) the combination or use of the Networkfleet Device or the Networkfleet Service with non-Networkfleet products or services, including, but not limited to, Customer's products and services, or (iii) any acts or omissions of Customer or any other third party; and provided further, that Customer provides Networkfleet written notice of the third party claim within five (5) business days after receiving notice of the claim and permits Networkfleet to control, and cooperates with Networkfleet in, the defense of such claim and any related settlement negotiations. Networkfleet shall permit Customer to participate with its counsel in the defense of the claim at its own expense; however, nothing herein shall limit Networkfleet's right to control the defense.

9. **LIMITATION OF LIABILITY.** (a) NEITHER PARTY, NOR THE SERVICE PARTNERS WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO LIABILITY OF CUSTOMER ARISING UNDER SECTION 8 (INDEMNIFICATION) AND SECTION 10 (PROPRIETARY RIGHTS). (b) NETWORKFLEET'S AND THE SERVICE PARTNERS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED ONE THOUSAND ($1,000) DOLLARS. (c) WITHOUT LIMITING THE FOREGOING, NETWORKFLEET AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT NETWORKFLEET AND THE SERVICE PARTNERS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT THEY SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (d) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT THE NETWORKFLEET SERVICES WORK BY USING WIRELESS COMMUNICATIONS NETWORKS TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (THE GLOBAL POSITIONING SYSTEM SATELLITE NETWORK) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS WIRELESS COMMUNICATIONS COVERAGE AND IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT NETWORKFLEET AND THE SERVICE PARTNERS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

10. **ARBITRATION.** With the exception of any claims relating to the protection of either party's Proprietary Rights or Confidential Information, which may require immediate injunctive or other equitable relief, it is agreed that any controversy between the parties related directly or indirectly to the Devices or the Networkfleet Services will be settled by binding arbitration under the commercial rules of the American Arbitration Association, regardless of whether the controversy is based on contract, tort, strict liability or other legal theory. This Agreement does not allow class or collective arbitrations even if the AAA or BBB procedures or rules would. Notwithstanding any other provision of this Agreement, the arbitrator may award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Agreement. The arbitration will be held in a mutually agreed location, by one arbitrator knowledgeable and experienced in the electronic information services industry and who is a licensed attorney.

11. **CONFIDENTIALITY.** Each party as a Receiving Party will protect Confidential Information of the Disclosing Party against any unauthorized use or disclosure to the same extent that the Receiving Party protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will Receiving Party use less than a reasonable standard of care to protect such Confidential Information. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party for any purpose other than as: (a) reasonably necessary to perform its obligations under this Agreement; (b) expressly permitted by this Agreement; (c) required by applicable law (provided that the Receiving Party shall notify the Disclosing Party of such required disclosure promptly and cooperate with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit such required disclosure; or (d) consented to in writing by the Disclosing Party. The parties further agree that any obligations to protect Confidential Information set forth herein shall survive termination of this Agreement for a period of three (3) years from the termination of this Agreement, except that as to any Confidential Information deemed a "trade secret" under applicable law, such obligations shall continue for so long as such information is deemed a trade secret. The provisions of this Section 15 are necessary for the protection of the business and goodwill of the Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of these provisions may cause the Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies which may be available, the Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief.

12. **PROPRIETARY RIGHTS.** Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Tele Atlas or its suppliers), and that Networkfleet, its affiliates and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website, regardless of whether such items or services are created or suggested by Customer. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose.

13. MODIFICATIONS; WEBSITE MAINTENANCE. Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided that Networkfleet shall not intend for such alterations or modifications to materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such alterations and modifications, or both, may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

14. DATA. Customer represents and warrants that it has all necessary rights and authority with respect to the data collected from Customer and its vehicles and transmitted through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("***Business Data***") and that Customer approves and grants to Networkfleet, its affiliates and the Service Partners the nonexclusive license and right to collect access, copy and use the Business Data in the course of performing the Networkfleet Services. Customer further grants to Networkfleet and its affiliates the perpetual right and license to use such Business Data as needed to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others, including the development of data products provided, however, that such use of Business Data shall be in an anonymous form.

15. SERVICE PARTNERS. Nothing set forth in a Pilot Order Form or in these Terms and Conditions gives Customer any specific rights with respect to, nor does it create a contract between Customer and the Service Partners. The Service Partners have no legal, equitable or other liability of any kind to Customer, and Customer hereby waives any and all claims or demands therefor. Customer is not a third-party beneficiary of any agreement between or among Networkfleet and the Service Partners, but the Service Partners are intended third party beneficiaries of this Agreement, and the protections set forth in these Terms and Conditions, including, among other things, the disclaimers of warranties, limitations of liability, and indemnification provisions, do apply to the Service Partners.

The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement Displayed at http://www.digitalglobe.com/sites/default/files/dgcs/DigitalGlobe_Product_EULA.pdf.

In the event Customer acquires Compliance, E-Logs or any other services provided by J.J. Keller & Associates ("Keller Services") through Networkfleet, Customer acknowledges and expressly agrees that such Keller Services are subject to separate terms and conditions between Customer and J.J. Keller & Associates, and that Networkfleet will not accept any liability for Customer's use, inability to use, or any other matters arising from, or related to, the Keller Services. The current end user agreements for Keller Services can be found at: https://www.kellerencompass.com/app/login/termsofuse.aspx and www.kellerencompass.com/deviceapp.aspx.

16. EXPORT CONTROL. Customer understands and agrees that: (i) the software used in connection with the Service is controlled by U.S. export control laws; (ii) further transfer or export of the software may be subject to U.S. export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

17. GENERAL. (a) No amendment, change, modification or waiver to any provision of any Pilot Order Form or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The provisions of a Pilot Order Form, including without limitation, these Terms and Conditions, and any action related thereto will be governed and interpreted under the laws of the State of Delaware without giving effect to any conflicts of law principles to the contrary. (c) EACH PART OF THESE TERMS AND CONDITIONS THAT LIMITS LIABILITY, DISCLAIMS WARRANTIES OR GUARANTEES, OR EXCLUDES DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED IN SUCH MANNER. IF ANY REMEDY FAILS TO FULFILL ITS ESSENTIAL PURPOSE, THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES REMAIN IN EFFECT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. (d) Except as otherwise expressly permitted in these Terms and Conditions, each party must deliver all notices or other communications required or permitted under a Pilot Order Form or these Terms and Conditions to the other party, in the case of Networkfleet to Networkfleet, Inc. at 6363 Greenwich Drive, San Diego, California 92122, attention: Contract Compliance; e-mail: NWFContractCompliance@Networkfleet.com; and in the case of Customer at the address listed on the signature page of the Pilot Order Form, by courier, by certified or registered mail (postage prepaid and return receipt requested), electronically with proof of receipt, or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party. (e) Customer may not assign, sublease, sublicense or in any way transfer or assign any of its rights and obligations under the Pilot Program Agreement without Networkfleet's prior written consent, including by operation of law, change of control, merger or otherwise. (f) These Terms and Conditions, together with the Pilot Order Form and any documents or policies referred to herein constitute the entire agreement between Customer and Networkfleet with respect to the Devices and the Networkfleet Services and prevail over all prior or contemporaneous oral and written communications or agreements between Customer and Networkfleet. (g) If any provision of a Pilot Order Form or these Terms and Conditions is held by a court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions of the Pilot Order Form and these Terms and Conditions will not be affected and the unenforceable provision will be deemed modified such that it is enforceable and accomplishes the intention of the parties to the fullest extent possible.

18. MANDATORY ADDENDUM. This agreement is subject to City of Tupelo Mandatory Addendum to Contracts attached hereto as "Exhibit A" and incorporated herein as if fully reproduced in words and figures.

I have read and agree to the Pilot Program Terms and Conditions

Exhibit A

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

2. TUPELO does not make any warranty.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

3. TUPELO does not waive any claim; past, present, or future.
   Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
   Miss. Code Ann. § 11-46-1, et seq.

5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
   U.S. Const. Amend. XI.

6. TUPELO does not agree to the application of laws of another state.
   U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).

8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
   Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)

10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.

    Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

11. TUPELO does not agree to submit to binding arbitration.

    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.

    Miss. Code Ann. § 31-7-305.

13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.

    Miss. Code § 25-61-9 (7).

14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.

    Miss. Code § 25-61-9 (1).

15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.

    Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

    Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

    MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.

    Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

    MS AG Ops. 2012-00013

#7.12

TUPELO POLICE DEPARTMENT

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

July 1, 2015

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

I am requesting to the City Council that the below listed vehicles be accepted as unmarked police vehiles and tagged accordingly. The vehicles listed below operate frequently outside of the City in other jurisdictions, as well inside the City, in undercover situations. By these vehicles remain unmarked will reduce the attention drawn toward them in these situation and is required under State law to be be autorized by the City Council as unmarked police vehicles.

Bart Aguirre
Chief of Police
City of Tupelo

Description	Vin
2015 Chevy Tahoe Black	1GNLC2EC0FR708005
2015 Cehvy Tahoe Black	1GNLC2EC2FR704702

DS

#7.13

RESOLUTION

Whereas, Section 25-1-87, Mississippi Code of 1972 Annotated, provides that the governing authorities of any municipality may authorize the use of specified, unmarked police vehicles when identifying marks would hinder official criminal investigations by the police and

Whereas, Tupelo Police Department is a municipal law enforcement agency in the county of Lee, State of Mississippi, and

Whereas, Tupelo Police Department does use specified unmarked vehicles in instances where such identifying marks will hinder official investigations

Whereas, the listed vehicles are used in surveillance, & apprehension of criminal offenders.

Based on full compliance with the provisions of the above cited statute by the City of Tupelo and the Tupelo Police Department, approval is requested to declare the listed vehicles as approved for use as unmarked police vehicles.

SERIALNUMBER	ASSETNAME	BRAND	ASSETTYPE
2FAFP71W66X133427	#02 2006 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71W46X133426	#03 2006 Ford Crown Victoria	Unmarked	PD Vehicles
2FAHP71W35X136941	#04 2005 Ford Crown Victoria	Unmarked	PD Vehicles
2B3CL1CTXBH600735	#14 2011 Dodge Charger Black Hemi	Unmarked	PD Vehicles
2FAFP71W86X133428	#23 2006 Ford Crown Victoria	Unmarked	PD Vehicles
1GNLC2E04BR375369	#26 2011 Chevrolet Tahoe Police	Unmarked	PD Vehicles
2FAFP71W6XX144395	#31 1999 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71WX6X133429	#32 2006 Ford Crown Victoria (Gray)	Unmarked	PD Vehicles
2FAFP71W8XX156676	#33 1999 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71W35X119080	#34 2005 Ford Crown Victoria	Unmarked	PD Vehicles
1GNLC2E08BR377691	#36 2011 Chevrolet Tahoe Police	Unmarked	PD Vehicles
2G1WF55K5Y9235388	#41 2000 Chevy Impala Blue (Spare)	Unmarked	PD Vehicles
2FAFP71W72X124858	#42 2002 Ford Crown Victoria	Unmarked	PD Vehicles
1FTRX12W68KC86852	#42-008 2008 Ford F150 Pickup truck (Gray)	Unmarked	PD Vehicles
2FAFP71WX7X149017	#43 2007 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71V38X149837	#44 2008 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71V8X149835	#47 2008 Ford Crown Victoria (Dark Gray)	Unmarked	PD Vehicles
1GNLC2E06DR276720	#48 2013 Chevy Tahoe (silver)	Unmarked	PD Vehicles
2FAHP71V79X121405	#49 2009 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71W66X133430	#51 2006 Ford Crown Victoria	Unmarked	PD Vehicles
2FAHP71VX9X121401	#52 2009 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71W87X149016	#53 2007 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71W17X149018	#54 2007 Ford Crown Victoria	Unmarked	PD Vehicles
2C3CDXAT9CH240347	#55 2012 Dodge Charger Tungsten	Unmarked	PD Vehicles
2G1WF55K419212755	#56 2001 Chevy Impala Black	Unmarked	PD Vehicles
1FMFK155X8LA63479	#57 2008 Ford Expedition (white)	Unmarked	PD Vehicles
1FM5K8AR6FGB62402	#59 2015 Ford Interceptor Utility	Unmarked	PD Vehicles
1FM5K8B84EGA23972	#61 2014 Ford Explorer	Unmarked	PD Vehicles
2C3CDXAG7CH240348	#62 2012 Dodge Charger White	Unmarked	PD Vehicles
1FTRX17WXINB89957	#64 2001 Ford F150 (Red)	Unmarked	PD Vehicles
1GNFC16J87J228346	#65 Chevrolet Suburban	Unmarked	PD Vehicles

659567

1B7HC16Y81S735196	#70 2001 Dodge Ram P/U	Unmarked	PD Vehicles
2FAFP71W47X149014	#74 2007 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71W77X149010	#75 2007 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71W27X149013	#76 2007 Ford Crown Victoria	Unmarked	PD Vehicles
SFAFP71W67X149015	#77 2007 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71V38X149840	#78 2008 Ford Crown Victoria	Unmarked	PD Vehicles
2FAFP71V98X152712	#79 2008 Ford Crown Victoria	Unmarked	PD Vehicles
1FTRX17L01NA91557	#81 2001 Ford F150 (Blue)	Unmarked	PD Vehicles
1FM5K8AR8FGB62403	#85 2015 Ford Interceptor Utility	Unmarked	PD Vehicles
1GNLC2E07DR159941	#EOD-5 2013 Chevy Tahoe	Unmarked	PD Vehicles
1GAZGPDG5A1175822	#63 Truck, 2010 Chevrolet Express	Unmarked	PD Vehicles
1GNLC2EC2FR704702	#EOD-6, 2015 Chevrolet Tahoe	Unmarked	PD Vehicles
1GNLC2EC0FR708005	#EOD-1, 2015 Chevrolet Tahoe	Unmarked	PD Vehicles

Chief Bart Aguirre
Tupelo Police Department

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

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

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and directs that the aforementioned Vehicles are approved for use as unmarked police vehicles, on this the ____ day of _____, 2015.

City of Tupelo, Mississippi

By:_____
Buddy Palmer, President

ATTEST:

_____

Glenda Muse, Clerk of the Council

APPROVED:

_____

Jason Shelton, Mayor

_____

DATE

11.14

RESOLUTION

Whereas, Section 25-1-87, Mississippi Code of 1972 Annotated, provides that the governing authorities of any municipality may authorize the use of specified, unmarked police vehicles when identifying marks would hinder official criminal investigations by the police and

Whereas, Tupelo Police Department is a municipal law enforcement agency in the County of Lee, State of Mississippi, serving as the host agency for the North Mississippi Narcotics Unit, and

Whereas, the North Mississippi Narcotics Unit, is a multi-jurisdictional drug enforcement task force, serving nine agencies, and does use specified unmarked vehicles in instances where such identifying marks will hinder official investigations, and

Whereas, the listed vehicles are used in surveillance, & apprehension of criminal offenders.

Based on full compliance with the provisions of the above cited statute by the City of Tupelo and the Tupelo Police Department, approval is requested to declare the listed vehicles as approved for use as unmarked police vehicles.

SERIALNUMBER	ASSETNAME	BRAND	ASSETTYPE
1FTRX12W97FB56684	2007 FORD F150 (White)	Unmarked	NMNU
1GAZGPDG5A1175822	2010 CHEVROLET VAN (Black Van)	Unmarked	NMNU
1GCEC19C99Z150505	2009 Chevrolet C1500 Silverado (Plum)	Unmarked	NMNU
1FTRX12W68KC86852	2009 Chevrolet C1500 Silverado (Blue)	Unmarked	NMNU
1FTRX12W48KC86851	2008 Ford F150 (Gray)	Unmarked	NMNU
1N6BA06A49N314849	2009 Nissan Titan (Blue)	Unmarked	NMNU
1C6RD6KT2CS230113	2012 Dodge Ram (White)	Unmarked	NMNU
1C6RD6KT7CS221701	2012 Dodge Ram (Black)	Unmarked	NMNU

Chief Bart Aguirre
Tupelo Police Department

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

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

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and directs that the aforementioned Vehicles are approved for use as unmarked police vehicles, on this the ____ day of _____, 2015.

City of Tupelo, Mississippi

By:_____
Buddy Palmer, President

ATTEST:

_____
Glenda Muse, Clerk of the Council

APPROVED:

_____
Jason Shelton, Mayor

_____
DATE

#7.15

RESOLUTION TO SURPLUS DAMAGED VEHICLE

Whereas, Section 17-25-25, Mississippi Code of 1972 Annotated, provides that the governing authorities of any municipality may determine that property has ceased to be used for public purposes and sell or dispose of said property, and

Whereas, Tupelo Police Department is a municipal law enforcement agency in the county of Lee, State of Mississippi, and

Whereas, Tupelo Police Department does possess a vehicle which has engine damage and said vehicle is no longer useable and repair costs are not feasible.

Based on full compliance with the provisions of the above cited statute by the City of Tupelo and the Tupelo Police Department, approval is requested to declare the listed vehicle as surplus and used for repair parts with the remaining parts being sold for scrap.

The Vehicle referenced above is a 2012 Dodge Charger VIN: 2C3DXAG1CH240345
Engine repair parts will exceed $7000.00 (prior to labor costs) which will exceed estimated value of car.

Chief Bart Aguirre
Tupelo Police Department

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

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

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and directs that the aforementioned Vehicle be declared surplus and sold for scrap, on this the ____ day of _____, 2015.

City of Tupelo, Mississippi

By:_____
Buddy Palmer, President

ATTEST:

_____
Glenda Muse, Clerk of the Council

APPROVED:

_____
Jason Shelton, Mayor

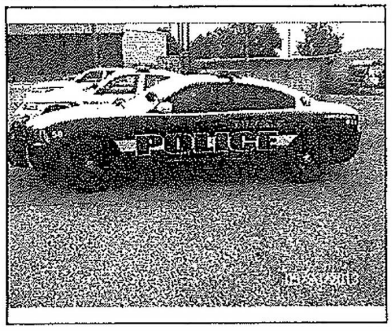
_____
DATE

Asset Details by Type

PD Vehicles

Description: #58 2012 Dodge Charger White

Asset Number:	15580	Serial Number:	2C3CDXAG1CH240345
Asset Type:	PD Vehicles	Status:	In Storage/Unissued
Location:	Lanier building	Condition:	New
Manufacturer:	Dodge	Custodian:	
Brand:	Marked	Due Date:	
Model:	Charger	Warranty Expires:	



Account Code:	341-730031-31103	In Service:	
PO Number:	1924	Purchase Price:	$21,811.00
Vendor:	Champion Chrysler	Market Value:	$21,811.00
Purchased:	6/5/2012	Scrap Value:	$21,811.00
Depr. Method:	Straight Line	Recovery Period:	5
Notes:	Tag # G61496		

#7.16

RESOLUTION TO SURPLUS TORNADO DAMAGED VEHICLE

Whereas, Section 17-25-25, Mississippi Code of 1972 Annotated, provides that the governing authorities of any municipality may determine that property has ceased to be used for public purposes and sell or dispose of said property, and

Whereas, Tupelo Police Department is a municipal law enforcement agency in the county of Lee, State of Mississippi, and

Whereas, Tupelo Police Department does possess a vehicle which upon being damaged by a tornado on April 28, 2014, said vehicle is no longer useable.

Based on full compliance with the provisions of the above cited statute by the City of Tupelo and the Tupelo Police Department, approval is requested to declare the listed vehicle as surplus and sold for scrap.

The Vehicle referenced above is a 2000 Ford Crown Victoria, VIN: 2FAFP71W01X129138
Asset # G06038

Chief Bart Aguirre
Tupelo Police Department

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

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

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and directs that the aforementioned Vehicle be declared surplus and sold for scrap, on this the ____ day of _____, 2015.

City of Tupelo, Mississippi

By:_____
Buddy Palmer, President

ATTEST:

_____
Glenda Muse, Clerk of the Council

APPROVED:

_____
Jason Shelton, Mayor

_____
DATE

#7.18

Memo

To: Tupelo City Council

From: John Crawley, Traffic Committee Chairman

Subject: Review/Approve Traffic Committee Minutes of July 14, 2015

Date: July 15, 2015

Attached are the minutes of the Traffic Committee Meeting on July 14, 2015. The following is a summary of their actions.

Old Business:

1. A request from Mr. Sammy Aderholt, Parks & Recreation Department, for the installation of a 3-way stop sign at the intersection of Ida Street and Monument Drive.

   Action: Denied

2. A request thru Mr. Markel Whittington, Councilman Ward 1, for installation of the following:

   - Caution light at the entrance to Ridgeway Subdivision on Coley Road
   - Turn lane for Ridgeway Subdivision (Southbound)

   John Crawley has provided the traffic signal warrant study for this intersection. (See attachment "A".)

   Action: Conditionally Approved

3. A request from Mr. Daniel Clardy, 214 Enoch Street, Tel. 662-397-0636, for the installation of speed tables on Enoch Street.

   Action: Postponed

4. A request thru Mr. Mike Bryan, Councilman Ward 6, for the installation of a 4-way stop sign at the intersection of Englewood and Maynard Drive. (Note: This item was postponed at the TC meeting on 9/23/2014.)

New Business:

1. A request from Ms. Jackie Ewing, 514 Maple Street, Tel. 662-844-7856 or 662-871-1383, for the installation of "Children At Play" signs for Mill Town Park.

   Action: Approved

2. A request from Ms. Brandy Guidry, 2411 Rhenda Street, Tel. 662-321-5402, for the installation of "Children At Play" signs on each end of Rhenda Street.

   Action: Approved

3. A request from Ms. Renee Triplett, 405 Tolbert Street, Tel. 662-523-7598, for the installation of "Children At Play" signs.

   Action: Approved

4. A request from Ms. Lynn Taylor, 2491 Brooks Road, Tel. 662-842-8894, for the installation of "Children At Play" signs.

   Action: Approved

5. A request from Ms. Patty Gray, 1300 Bienville Street, Tel. 662-610-6074, for the installation of speed limit and "Children At Play" signs.

   Action: Approved

6. A request from Ms. Kay Loden, 1808 Cardinal Drive, Tel. 662-871-2846, for the installation of a "Handicapped Child in Wheelchair" signs.

   Action: Postponed

7. A request from Ms. Paula Alexander, 1407 Paradise Drive, Tel. 662-213-5647, for the installation of a "No Dumping" sign. Ms. Alexander states that there is a problem with people dumping their garbage at the dead end of Paradise Drive.

   Action: Denied

8. A request thru Mr. Boyd Yarborough, Downtown/Main Street Association, for the installation of "No Parking" signs around the traffic circle in Fairpark.

   Action: Approved

9. A request from Mr. Roger Raines, 1826 Overbrook Drive, Tel. 662-231-0105, for a traffic study to be conducted and the installation of a 4-way stop at the intersection of Purnell Road, and West Jackson Street Extended. (See attachment "B").

   Action: Postponed

10. A presentation by Mr. Neal McCoy, Director CVB, and Mr. Dustin Dabbs, Civil Link, Inc., about a new "Wayfinding Program" for Tupelo.

    Action: No action needed at this time.

MINUTES OF THE TUPELO TRAFFIC COMMITTEE
July 14, 2015

A regular meeting of the Tupelo Traffic Committee was held on July 14, 2015, at 9:00 am in the Council Room at City Hall. Members present were Mr. Donald Dykes, Officer Phillip Sanderson, Mr. John Crawley, Mr. Alex Wilcox, Mr. Barton Wynn, Mr. Nathaniel Stone and Mrs. Pam Blassingame. Mr. Jimmy Avery, Mr. Norman Cruse and Mr. Mike Williams were absent. Mr. Mark Flanagan was present to represent the Fire Department.

Present in the audience were Mr. Johnny Timmons, Mr. Neal McCoy and Mr. Dustin Dabbs.

Call to Order

The meeting was called to order by Mr. John Crawley.

A motion was made by Mr. Barton Wynn to approve the Traffic Committee Minutes of the March 24, 2015 meeting. The motion was seconded by Mr. Nathaniel Stone and it passed unanimously.

Old Business

1. **A request from Mr. Sammy Aderholt, Parks & Recreation Department, for the installation of a 3-way stop sign at the intersection of Ida Street and Monument Drive.**

   Mr. John Crawley stated that the conducted traffic count does not warrant a stop sign. Based on this information, Mr. Crawley made a motion to deny this request. Officer Sanderson seconded the motion and it passed unanimously.

2. **A request thru Mr. Markel Whittington, Councilman Ward 1, for installation of the following:**

   - **Caution light at the entrance to Ridgeway Subdivision on Coley Road**
   - **Turn lane for Rigeway Subdivision (Southbound)**

   John Crawley has provided the traffic signal warrant study for this intersection. (See attachment "A".)

   Mr. John Crawley explained that the traffic signal study showed that this intersection only meets one (1) of the nine (9) warrants required for a traffic light. However, he did note that a caution light could be installed if desired and the money is allocated. He also noted that the installation of a turn lane would be a capital project and must be included during the budget process. Mr. Crawley then made a motion for the traffic committee to conditionally approve the requests for a caution light and turn lane pending inclusion in the upcoming budget by the appropriate departments and the city council. Mr. Mark Flanagan seconded the motion and it passed unanimously.

3. **A request from Mr. Daniel Clardy, 214 Enoch Street, Tel. 662-397-0636, for the installation of speed tables on Enoch Street.**

   Mr. Clardy was not present to discuss this item. Therefore, it was postponed to the next meeting.

4. **A request thru Mr. Mike Bryan, Councilman Ward 6, for the installation of a 4-way stop sign at the intersection of Englewood and Maynard Drive. (Note: This item was postponed at the TC meeting on 9/23/2014.)**

   Several of the committee members stated that they have been thru this intersection at varying times of day and have not seen any traffic problems. Mr. John Crawley then made a motion to deny this request which was seconded by Officer Sanderson. The motion passed unanimously.

New Business

1. **A request from Ms. Jackie Ewing, 514 Maple Street, Tel. 662-844-7856 or 662-871-1383, for the installation of "Children At Play" signs for Mill Town Park.**

   Mr. Mark Flanagan made a motion to approve this request along with items 2, 3, 4 and 5 since they are all requests for "Children At Play" signs. The motion was seconded by Mr. Alex Farned and it passed unanimously.

2. **A request from Ms. Brandy Guidry, 2411 Rhenda Street, Tel. 662-321-5402, for the installation of "Children At Play" signs on each end of Rhenda Street.**

   Approved with item #1

3. **A request from Ms. Renee Triplett, 405 Tolbert Street, Tel. 662-523-7598, for the installation of "Children At Play" signs.**

   Approved with item #1

4. **A request from Ms. Lynn Taylor, 2491 Brooks Road, Tel. 662-842-8894, for the installation of "Children At Play" signs.**

   Approved with item #1

5. **A request from Ms. Patty Gray, 1300 Bienville Street, Tel. 662-610-6074, for the installation of speed limit and "Children At Play" signs.**

   Approved with item #1

6. **A request from Ms. Kay Loden, 1808 Cardinal Drive, Tel. 662-871-2846, for the installation of a "Handicapped Child in Wheelchair" signs.**

   Mr. Donald Dykes noted that this is not a standard sign, such as "Children At Play", and that this would be the first within the city if approved. Mr. John Crawley made a motion to postpone this item and allow time to research if this sign is appropriate or if there any alternatives available. Mr. Alex Wilcox seconded the motion and it passed unanimously.

7. **A request from Ms. Paula Alexander, 1407 Paradise Drive, Tel. 662-213-5647, for the installation of a "No Dumping" sign. Ms. Alexander states that there is a problem with people dumping their garbage at the dead end of Paradise Drive.**

   Several committee members stated that they have been on this street and not witnessed any type of dumping or garbage problem. Therefore, Mr. John Crawley made a motion to deny this request. Mr. Donald Dykes seconded the motion and it passed unanimously.

8. **A request thru Mr. Boyd Yarborough, Downtown/Main Street Association, for the installation of "No Parking" signs around the traffic circle in Fairpark.**

   Mr. John Crawley noted that Mrs. Debbie Brangenburg, Director of the Downtown/Main Street Association, is in agreement with this request. It was also noted that this has become a problem since the opening of Mugshots restaurant and that when cars are parked within the traffic circle, it is near impossible to get around without hitting another vehicle. There is also plenty of other street parking within the Fairpark area. Officer Sanderson made a motion to approve this request, which was seconded by Mr. Donald Dykes. The motion passed unanimously.

9. **A request from Mr. Roger Raines, 1826 Overbrook Drive, Tel. 662-231-0105, for a traffic study to be conducted and the installation of a 4-way stop at the intersection of Purnell Road, and West Jackson Street Extended. (See attachment "B").**

   Mr. John Crawley made a motion to postpone this item until the traffic count and warrant analysis can be completed. The motion was seconded by Mr. Donald Dykes and it passed unanimously.

10. **A presentation by Mr. Neal McCoy, Director CVB, and Mr. Dustin Dabbs, Civil Link, Inc., about a new "Wayfinding Program" for Tupelo.**

    Since Mr. McCoy and Mr. Dabbs were present, this item was moved to the front of the agenda. Mr. Neal McCoy explained that the goal of the "Wayfinding Program" is "to continue to develop Tupelo as a visitor destination." This program will work with local attractions and visitor destinations to install directional signs and to establish gateways within the city. Mr. McCoy also explained that the CVB will fund this program for the initial signs and installation and will put money aside each year for additional signs and maintenance. He then asked if the Traffic Committee would be willing to take over the program after the initial start, which means that the Traffic Committee would be the decision maker of which businesses or attractions get signs in the future. These decisions will be based on criteria set forth by the project steering committee and agreed upon by CVB and the Traffic Committee. Several committee members expressed their desire to accept and work with this program. Mr. McCoy then stated that he would be back before the Traffic Committee to ask for formal acceptance of a completed set of criteria and responsibility of the program. Mr. John Crawley stated that he looked forward to hearing from Mr. McCoy in the future.

With there being no further business, Mr. Mark Flanagan made a motion to adjourn the meeting. Mr. Nathaniel Stone seconded the motion and it passed unanimously.

Submitted By: *Pam Blassingame*

Attachment "A"

TRAFFIC SIGNAL
NEEDS ANALYSIS
COLEY ROAD / RIDGEWAY DRIVE

PREPARED FOR:
CITY OF TUPELO TRAFFIC COMMITTEE

PREPARED BY:
CITY OF TUPELO ENGINEERING DEPARTMENT

CITY ENGINEER: JOHN CRAWLEY, P.E.

INDEX

INTRODUCTION 3
WARRANT ANALYSIS 4-7
CONCLUSIONS 8

APPENDIX

INTRODUCTION

At the request of Tupelo Traffic Committee, the engineering department has conducted a Traffic Signal Needs Study for the intersection of Coley Road and Ridgeway Drive in order to determine whether installation of a traffic control signal is justified at this location. This particular study will take traffic counts at the intersection and other physical factors to determine which traffic signal warrants are or are not satisfied. Signal warrant requirements were based on the Manual on Uniform Traffic Control Devices (MUTCD) (2009 Edition). Traffic counts for the streets in question are also contained in the appendix and were obtained using automated equipment supplied by the Tupelo Public Works Department.

Coley Road is a primary arterial that in conjunction with Cliff Gookin and Eason Boulevards provides a heavily traveled loop around the major portion of Tupelo. It is a five lane highway with 2 lanes each for north and south bound (at this location) traffic and dedicated left turn lane. Ridgeway Drive is a local residential street serving the Ridgeway neighborhood.

WARRANT ANALYSIS

Warrant #1 – Eight-Hour Vehicular Volume

Warrant #1 encompasses two applications, Minimum Vehicular Volume (Condition A) and Interruption of Continuous Traffic (Condition B). Condition A is intended for application where a large volume of intersecting traffic is the principle reason to consider installing a traffic control signal. Condition B is intended for application where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict upon entering or crossing the major street. Table 4C-1 contains the minimum traffic volumes necessary to satisfy these conditions and is contained in the appendix. Because the posted speed limit on Coley Road is greater than 40 mph, the 70% volumes have been used. From the tables we find that the minimum volumes for both conditions A and B are as follows:

Condition A:	Major Street – 420	Minor Street – 105
Condition B:	Major Street – 630	Minor Street – 53

As can be seen from the traffic counts in the Appendix, the required volumes for Condition B **are met** for the required 8 hours of an average day.

Warrant #1 is satisfied.

Warrant #2- Four-Hour Vehicular Volume

Warrant conditions are intended to be applied where the volume of intersecting traffic is the prime reason for installing a traffic control signal. Traffic volumes were plotted against Figure 4C-1 and 4C-2 (since posted speed limit on major street exceeds 40 mph figure 4C-2 can be used in lieu of figure 4C-1), included in the appendix. The plotted points fall above the applicable curves only for 3 hours of the average day. Since the controlling criteria states the plotted points must fall above the curves for any 4 hours, this warrant **is not met.**

Warrant #2 is <u>not</u> satisfied.

Warrant #3 – Peak Hour

Warrant conditions are intended for use where peak hour conditions are such that the minor street traffic suffers undue delay when entering or crossing the major street. The MUTCD states that this warrant should only be applied in unusual situations, such as

office complexes, manufacturing facilities or industrial complexes, or other high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time. This intersection does not meet those criteria.

Warrant #3 is <u>not</u> satisfied.

<u>Warrant #4 – Pedestrian Volume</u>

One of the conditions that must be met for this warrant to apply is that the pedestrian volume crossing the major street at the intersection during an average day is 100 or more for each of any 4 hours or 190 or more during any 1 hour. Since the pedestrian volume at this intersection is negligible;

Warrant #4 is <u>not</u> satisfied.

<u>Warrant # 5 – School Crossing</u>

This warrant is to be applied where the principal for reason for installing a traffic control device is school children crossing the major street. There is no school in the vicinity of this intersection.

Warrant #5 is <u>not</u> satisfied.

<u>Warrant #6 – Coordinated Signal System</u>

The Coordinated Signal System warrant is to be applied where adjacent traffic signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.

Since there is an adequate number of traffic control signals in the area at such spacing as to provide a progressive operation of traffic, this warrant does not apply.

Warrant #6 is <u>not</u> satisfied.

Warrant #7 – Crash Experience

The crash experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control device. The MUTCD states that all of three conditions must be met for this warrant to apply:

The first condition that must be met is that adequate alternatives to a traffic signal have been observed and enforced at the intersection without decreasing the frequency of accidents. Currently, this intersection is controlled by a stop condition on Ridgeway Drive and at present, there have been no specially designed alternatives to a traffic signal at this intersection. This condition **is not met.**

The second condition to be met for this warrant to apply is that there must be five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12 month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash. Inquires to the Tupelo Police Department revealed only five (5) vehicular accidents within the last 5 years, two of which have occurred within the last twelve (12) months. Therefore, this condition **is not met.**

The third condition to be met is that the volumes (vph) indicated in the 80% column of either Condition A or Condition B of Table 4C-1 exists on both the major and higher volume minor approaches for any 8 hours of an average day. A review of the volumes in the appendix reveals that this condition **is met**.

Since only one of the three conditions are met,

Warrant #7 is <u>not</u> satisfied.

Warrant #8 – Roadway Network

The roadway network warrant is intended to be applied where the installation of a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network. Since this warrant requires the intersection of two or more major routes, this warrant does not apply.

Warrant #8 is <u>not</u> satisfied.

Warrant #9 – Intersection near a Grade Crossing

The MUTCD states in Section 4C.10 that…

"The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic signal."

Additionally, Condition A of the criteria to meet this warrant states….

"A grade crossing exists on an approach controlled by a STOP or YIELD sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach;.."

There are no grade crossings near this intersection.

Warrant #9 is not satisfied.

CONCLUSIONS

According to the criteria laid out in the MUTCD, this intersection meets 1 of the primary 8 signal warrants. Therefore, this intersection could be considered for the installation of a traffic signal; however, it is recommended that other options be considered for this intersection at this time.

APPENDIX

I. TRAFFIC VOLUMES FOR COLEY ROAD AND RIDGEWAY DRIVE
II. MUTCD, 2009 ED., PART 4, HIGHWAY TRAFFIC SIGNALS

TRAFFIC VOLUMES

-Coley Road (Major Street) (Counts Taken May 19-21, 2015 and averaged by hour)

Time	South	North	Total
6 am – 7 am	801	541	1,342
7 am – 8 am	645	492	1,137
8 am – 9 am	553	442	995
9 am – 10 am	598	469	1,067
10 am – 11 am	757	526	1,283
11 am – 12 pm	856	586	1,442
12 pm – 1 pm	849	543	1,392
1 pm – 2 pm	799	536	1,335
2 pm – 3 pm	874	572	1,446
3 pm – 4 pm	1,186	716	1,902
4 pm – 5 pm	1,098	908	2,006
5 pm – 6 pm	740	496	1,236
6 pm – 7 pm	555	331	886

-Ridgeway Drive (Counts Taken May 19-21, 2015 and averaged by hour)

	Entering	Exiting	Total
6 am – 7 am	18	73	92
7 am – 8 am	17	54	71
8 am – 9 am	29	39	68
9 am – 10 am	23	41	64
10 am – 11 am	38	50	88
11 am – 12 pm	45	57	102
12 pm – 1 pm	38	44	82
1 pm – 2 pm	37	40	77
2 pm – 3 pm	47	47	94
3 pm – 4 pm	50	61	111
4 pm – 5 pm	59	76	135
5 pm – 6 pm	50	59	109
6 pm – 7 pm	58	41	99

PART 4
HIGHWAY TRAFFIC SIGNALS

CHAPTER 4A. GENERAL

Section 4A.01 Types

Support:

01 The following types and uses of highway traffic signals are discussed in Part 4: traffic control signals; pedestrian signals; hybrid beacons; emergency-vehicle signals; traffic control signals for one-lane, two-way facilities; traffic control signals for freeway entrance ramps; traffic control signals for movable bridges; toll plaza traffic signals; flashing beacons; lane-use control signals; and in-roadway lights.

Section 4A.02 Definitions Relating to Highway Traffic Signals

Support:

01 Definitions and acronyms pertaining to Part 4 are provided in Sections 1A.13 and 1A.14.

CHAPTER 4B. TRAFFIC CONTROL SIGNALS—GENERAL

Section 4B.01 General

Support:

01 Words such as pedestrians and bicyclists are used redundantly in selected Sections of Part 4 to encourage sensitivity to these elements of "traffic."

02 Standards for traffic control signals are important because traffic control signals need to attract the attention of a variety of road users, including those who are older, those with impaired vision, as well as those who are fatigued or distracted, or who are not expecting to encounter a signal at a particular location.

Section 4B.02 Basis of Installation or Removal of Traffic Control Signals

Guidance:

01 *The selection and use of traffic control signals should be based on an engineering study of roadway, traffic, and other conditions.*

Support:

02 A careful analysis of traffic operations, pedestrian and bicyclist needs, and other factors at a large number of signalized and unsignalized locations, coupled with engineering judgment, has provided a series of signal warrants, described in Chapter 4C, that define the minimum conditions under which installing traffic control signals might be justified.

Guidance:

03 *Engineering judgment should be applied in the review of operating traffic control signals to determine whether the type of installation and the timing program meet the current requirements of all forms of traffic.*

04 *If changes in traffic patterns eliminate the need for a traffic control signal, consideration should be given to removing it and replacing it with appropriate alternative traffic control devices, if any are needed.*

05 *If the engineering study indicates that the traffic control signal is no longer justified, and a decision is made to remove the signal, removal should be accomplished using the following steps:*

- *A Determine the appropriate traffic control to be used after removal of the signal.*
- *B. Remove any sight-distance restrictions as necessary.*
- *C. Inform the public of the removal study.*
- *D. Flash or cover the signal heads for a minimum of 90 days, and install the appropriate stop control or other traffic control devices.*
- *E. Remove the signal if the engineering data collected during the removal study period confirms that the signal is no longer needed.*

Option:

06 Because Items C, D, and E in Paragraph 5 are not relevant when a temporary traffic control signal (see Section 4D.32) is removed, a temporary traffic control signal may be removed immediately after Items A and B are completed.

07 Instead of total removal of a traffic control signal, the poles, controller cabinet, and cables may remain in place after removal of the signal heads for continued analysis.

Section 4B.03 Advantages and Disadvantages of Traffic Control Signals

Support:

01 When properly used, traffic control signals are valuable devices for the control of vehicular and pedestrian traffic. They assign the right-of-way to the various traffic movements and thereby profoundly influence traffic flow.

02 Traffic control signals that are properly designed, located, operated, and maintained will have one or more of the following advantages:

- A. They provide for the orderly movement of traffic.
- B. They increase the traffic-handling capacity of the intersection if:
  1. Proper physical layouts and control measures are used, and
  2. The signal operational parameters are reviewed and updated (if needed) on a regular basis (as engineering judgment determines that significant traffic flow and/or land use changes have occurred) to maximize the ability of the traffic control signal to satisfy current traffic demands.
- C. They reduce the frequency and severity of certain types of crashes, especially right-angle collisions.
- D. They are coordinated to provide for continuous or nearly continuous movement of traffic at a definite speed along a given route under favorable conditions.
- E. They are used to interrupt heavy traffic at intervals to permit other traffic, vehicular or pedestrian, to cross.

03 Traffic control signals are often considered a panacea for all traffic problems at intersections. This belief has led to traffic control signals being installed at many locations where they are not needed, adversely affecting the safety and efficiency of vehicular, bicycle, and pedestrian traffic.

04 Traffic control signals, even when justified by traffic and roadway conditions, can be ill-designed, ineffectively placed, improperly operated, or poorly maintained. Improper or unjustified traffic control signals can result in one or more of the following disadvantages:

A. Excessive delay,
B. Excessive disobedience of the signal indications,
C. Increased use of less adequate routes as road users attempt to avoid the traffic control signals, and
D. Significant increases in the frequency of collisions (especially rear-end collisions).

Section 4B.04 Alternatives to Traffic Control Signals

Guidance:

01 *Since vehicular delay and the frequency of some types of crashes are sometimes greater under traffic signal control than under STOP sign control, consideration should be given to providing alternatives to traffic control signals even if one or more of the signal warrants has been satisfied.*

Option:

02 These alternatives may include, but are not limited to, the following:

A. Installing signs along the major street to warn road users approaching the intersection;
B. Relocating the stop line(s) and making other changes to improve the sight distance at the intersection;
C. Installing measures designed to reduce speeds on the approaches;
D. Installing a flashing beacon at the intersection to supplement STOP sign control;
E. Installing flashing beacons on warning signs in advance of a STOP sign controlled intersection on major- and/or minor-street approaches;
F. Adding one or more lanes on a minor-street approach to reduce the number of vehicles per lane on the approach;
G. Revising the geometrics at the intersection to channelize vehicular movements and reduce the time required for a vehicle to complete a movement, which could also assist pedestrians;
H. Revising the geometrics at the intersection to add pedestrian median refuge islands and/or curb extensions;
I. Installing roadway lighting if a disproportionate number of crashes occur at night;
J. Restricting one or more turning movements, perhaps on a time-of-day basis, if alternate routes are available;
K. If the warrant is satisfied, installing multi-way STOP sign control;
L. Installing a pedestrian hybrid beacon (see Chapter 4F) or In-Roadway Warning Lights (see Chapter 4N) if pedestrian safety is the major concern;
M. Installing a roundabout; and
N. Employing other alternatives, depending on conditions at the intersection.

Section 4B.05 Adequate Roadway Capacity

Support:

01 The delays inherent in the alternating assignment of right-of-way at intersections controlled by traffic control signals can frequently be reduced by widening the major roadway, the minor roadway, or both roadways. Widening the minor roadway often benefits the operations on the major roadway, because it reduces the green time that must be assigned to minor-roadway traffic. In urban areas, the effect of widening can be achieved by eliminating parking on intersection approaches. It is desirable to have at least two lanes for moving traffic on each approach to a signalized location. Additional width on the departure side of the intersection, as well as on the approach side, will sometimes be needed to clear traffic through the intersection effectively.

Guidance:

02 *Adequate roadway capacity should be provided at a signalized location. Before an intersection is widened, the additional green time pedestrians need to cross the widened roadways should be considered to determine if it will exceed the green time saved through improved vehicular flow.*

03 *Other methods of increasing the roadway capacity at signalized locations that do not involve roadway widening, such as revisions to the pavement markings and the careful evaluation of proper lane-use assignments (including varying the lane use by time of day), should be considered where appropriate. Such consideration should include evaluation of any impacts that changes to pavement markings and lane assignments will have on bicycle travel.*

CHAPTER 4C. TRAFFIC CONTROL SIGNAL NEEDS STUDIES

Section 4C.01 Studies and Factors for Justifying Traffic Control Signals

Standard:

01 **An engineering study of traffic conditions, pedestrian characteristics, and physical characteristics of the location shall be performed to determine whether installation of a traffic control signal is justified at a particular location.**

02 **The investigation of the need for a traffic control signal shall include an analysis of factors related to the existing operation and safety at the study location and the potential to improve these conditions, and the applicable factors contained in the following traffic signal warrants:**

Warrant 1, Eight-Hour Vehicular Volume
Warrant 2, Four-Hour Vehicular Volume
Warrant 3, Peak Hour
Warrant 4, Pedestrian Volume
Warrant 5, School Crossing
Warrant 6, Coordinated Signal System
Warrant 7, Crash Experience
Warrant 8, Roadway Network
Warrant 9, Intersection Near a Grade Crossing

03 **The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.**

Support:

04 Sections 8C.09 and 8C.10 contain information regarding the use of traffic control signals instead of gates and/or flashing-light signals at highway-rail grade crossings and highway-light rail transit grade crossings, respectively.

Guidance:

05 *A traffic control signal should not be installed unless one or more of the factors described in this Chapter are met.*

06 *A traffic control signal should not be installed unless an engineering study indicates that installing a traffic control signal will improve the overall safety and/or operation of the intersection.*

07 *A traffic control signal should not be installed if it will seriously disrupt progressive traffic flow.*

08 *The study should consider the effects of the right-turn vehicles from the minor-street approaches. Engineering judgment should be used to determine what, if any, portion of the right-turn traffic is subtracted from the minor-street traffic count when evaluating the count against the signal warrants listed in Paragraph 2.*

09 *Engineering judgment should also be used in applying various traffic signal warrants to cases where approaches consist of one lane plus one left-turn or right-turn lane. The site-specific traffic characteristics should dictate whether an approach is considered as one lane or two lanes. For example, for an approach with one lane for through and right-turning traffic plus a left-turn lane, if engineering judgment indicates that it should be considered a one-lane approach because the traffic using the left-turn lane is minor, the total traffic volume approaching the intersection should be applied against the signal warrants as a one-lane approach. The approach should be considered two lanes if approximately half of the traffic on the approach turns left and the left-turn lane is of sufficient length to accommodate all left-turn vehicles.*

10 *Similar engineering judgment and rationale should be applied to a street approach with one through/left-turn lane plus a right-turn lane. In this case, the degree of conflict of minor-street right-turn traffic with traffic on the major street should be considered. Thus, right-turn traffic should not be included in the minor-street volume if the movement enters the major street with minimal conflict. The approach should be evaluated as a one-lane approach with only the traffic volume in the through/left-turn lane considered.*

11 *At a location that is under development or construction and where it is not possible to obtain a traffic count that would represent future traffic conditions, hourly volumes should be estimated as part of an engineering study for comparison with traffic signal warrants. Except for locations where the engineering study uses the satisfaction of Warrant 8 to justify a signal, a traffic control signal installed under projected conditions should have an engineering study done within 1 year of putting the signal into stop-and-go operation to determine if the signal is justified. If not justified, the signal should be taken out of stop-and-go operation or removed.*

12 *For signal warrant analysis, a location with a wide median, even if the median width is greater than 30 feet, should be considered as one intersection.*

Option:

13 At an intersection with a high volume of left-turn traffic from the major street, the signal warrant analysis may be performed in a manner that considers the higher of the major-street left-turn volumes as the "minor-street" volume and the corresponding single direction of opposing traffic on the major street as the "major-street" volume.

14 For signal warrants requiring conditions to be present for a certain number of hours in order to be satisfied, any four sequential 15-minute periods may be considered as 1 hour if the separate 1-hour periods used in the warrant analysis do not overlap each other and both the major-street volume and the minor-street volume are for the same specific one-hour periods.

15 For signal warrant analysis, bicyclists may be counted as either vehicles or pedestrians.

Support:

16 When performing a signal warrant analysis, bicyclists riding in the street with other vehicular traffic are usually counted as vehicles and bicyclists who are clearly using pedestrian facilities are usually counted as pedestrians.

Option:

17 Engineering study data may include the following:

A. The number of vehicles entering the intersection in each hour from each approach during 12 hours of an average day. It is desirable that the hours selected contain the greatest percentage of the 24-hour traffic volume.
B. Vehicular volumes for each traffic movement from each approach, classified by vehicle type (heavy trucks, passenger cars and light trucks, public-transit vehicles, and, in some locations, bicycles), during each 15-minute period of the 2 hours in the morning and 2 hours in the afternoon during which total traffic entering the intersection is greatest.
C. Pedestrian volume counts on each crosswalk during the same periods as the vehicular counts in Item B and during hours of highest pedestrian volume. Where young, elderly, and/or persons with physical or visual disabilities need special consideration, the pedestrians and their crossing times may be classified by general observation.
D. Information about nearby facilities and activity centers that serve the young, elderly, and/or persons with disabilities, including requests from persons with disabilities for accessible crossing improvements at the location under study. These persons might not be adequately reflected in the pedestrian volume count if the absence of a signal restrains their mobility.
E. The posted or statutory speed limit or the 85th-percentile speed on the uncontrolled approaches to the location.
F. A condition diagram showing details of the physical layout, including such features as intersection geometrics, channelization, grades, sight-distance restrictions, transit stops and routes, parking conditions, pavement markings, roadway lighting, driveways, nearby railroad crossings, distance to nearest traffic control signals, utility poles and fixtures, and adjacent land use.
G. A collision diagram showing crash experience by type, location, direction of movement, severity, weather, time of day, date, and day of week for at least 1 year.

18 The following data, which are desirable for a more precise understanding of the operation of the intersection, may be obtained during the periods described in Item B of Paragraph 17:

A. Vehicle-hours of stopped time delay determined separately for each approach.
B. The number and distribution of acceptable gaps in vehicular traffic on the major street for entrance from the minor street.
C. The posted or statutory speed limit or the 85th-percentile speed on controlled approaches at a point near to the intersection but unaffected by the control.
D. Pedestrian delay time for at least two 30-minute peak pedestrian delay periods of an average weekday or like periods of a Saturday or Sunday.
E. Queue length on stop-controlled approaches.

Section 4C.02 Warrant 1, Eight-Hour Vehicular Volume

Support:

01 The Minimum Vehicular Volume, Condition A, is intended for application at locations where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

02 The Interruption of Continuous Traffic, Condition B, is intended for application at locations where Condition A is not satisfied and where the traffic volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street.

03 It is intended that Warrant 1 be treated as a single warrant. If Condition A is satisfied, then Warrant 1 is satisfied and analyses of Condition B and the combination of Conditions A and B are not needed. Similarly, if Condition B is satisfied, then Warrant 1 is satisfied and an analysis of the combination of Conditions A and B is not needed.

Standard:

04 **The need for a traffic control signal shall be considered if an engineering study finds that one of the following conditions exist for each of any 8 hours of an average day:**

A. The vehicles per hour given in both of the 100 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; or

B. The vehicles per hour given in both of the 100 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.

In applying each condition the major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of these 8 hours.

Option:

05 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 70 percent columns in Table 4C-1 may be used in place of the 100 percent columns.

Guidance:

06 *The combination of Conditions A and B is intended for application at locations where Condition A is not satisfied and Condition B is not satisfied and should be applied only after an adequate trial of other alternatives that could cause less delay and inconvenience to traffic has failed to solve the traffic problems.*

Standard:

07 **The need for a traffic control signal shall be considered if an engineering study finds that both of the following conditions exist for each of any 8 hours of an average day:**

A. The vehicles per hour given in both of the 80 percent columns of Condition A in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection; and

B. The vehicles per hour given in both of the 80 percent columns of Condition B in Table 4C-1 exist on the major-street and the higher-volume minor-street approaches, respectively, to the intersection.

These major-street and minor-street volumes shall be for the same 8 hours for each condition; however, the 8 hours satisfied in Condition A shall not be required to be the same 8 hours satisfied in Condition B. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

Table 4C-1. Warrant 1, Eight-Hour Vehicular Volume

Condition A—Minimum Vehicular Volume

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100%[a]	80%[b]	70%[c]	56%[d]	100%[a]	80%[b]	70%[c]	56%[d]
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112

Condition B—Interruption of Continuous Traffic

Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100%[a]	80%[b]	70%[c]	56%[d]	100%[a]	80%[b]	70%[c]	56%[d]
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

[a] Basic minimum hourly volume

[b] Used for combination of Conditions A and B after adequate trial of other remedial measures

[c] May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

[d] May be used for combination of Conditions A and B after adequate trial of other remedial measures when the major-street speed exceeds 40 mph or in an isolated community with a population of less than 10,000

Option:

08 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 56 percent columns in Table 4C-1 may be used in place of the 80 percent columns.

Section 4C.03 Warrant 2, Four-Hour Vehicular Volume

Support:

01 The Four-Hour Vehicular Volume signal warrant conditions are intended to be applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Standard:

02 **The need for a traffic control signal shall be considered if an engineering study finds that, for each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) all fall above the applicable curve in Figure 4C-1 for the existing combination of approach lanes. On the minor street, the higher volume shall not be required to be on the same approach during each of these 4 hours.**

Option:

03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-2 may be used in place of Figure 4C-1.

Section 4C.04 Warrant 3, Peak Hour

Support:

01 The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of 1 hour of an average day, the minor-street traffic suffers undue delay when entering or crossing the major street.

Standard:

02 **This signal warrant shall be applied only in unusual cases, such as office complexes, manufacturing plants, industrial complexes, or high-occupancy vehicle facilities that attract or discharge large numbers of vehicles over a short time.**

03 **The need for a traffic control signal shall be considered if an engineering study finds that the criteria in either of the following two categories are met:**

- **A. If all three of the following conditions exist for the same 1 hour (any four consecutive 15-minute periods) of an average day:**
  1. **The total stopped time delay experienced by the traffic on one minor-street approach (one direction only) controlled by a STOP sign equals or exceeds: 4 vehicle-hours for a one-lane approach or 5 vehicle-hours for a two-lane approach; and**
  2. **The volume on the same minor-street approach (one direction only) equals or exceeds 100 vehicles per hour for one moving lane of traffic or 150 vehicles per hour for two moving lanes; and**
  3. **The total entering volume serviced during the hour equals or exceeds 650 vehicles per hour for intersections with three approaches or 800 vehicles per hour for intersections with four or more approaches.**
- **B. The plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the higher-volume minor-street approach (one direction only) for 1 hour (any four consecutive 15-minute periods) of an average day falls above the applicable curve in Figure 4C-3 for the existing combination of approach lanes.**

Option:

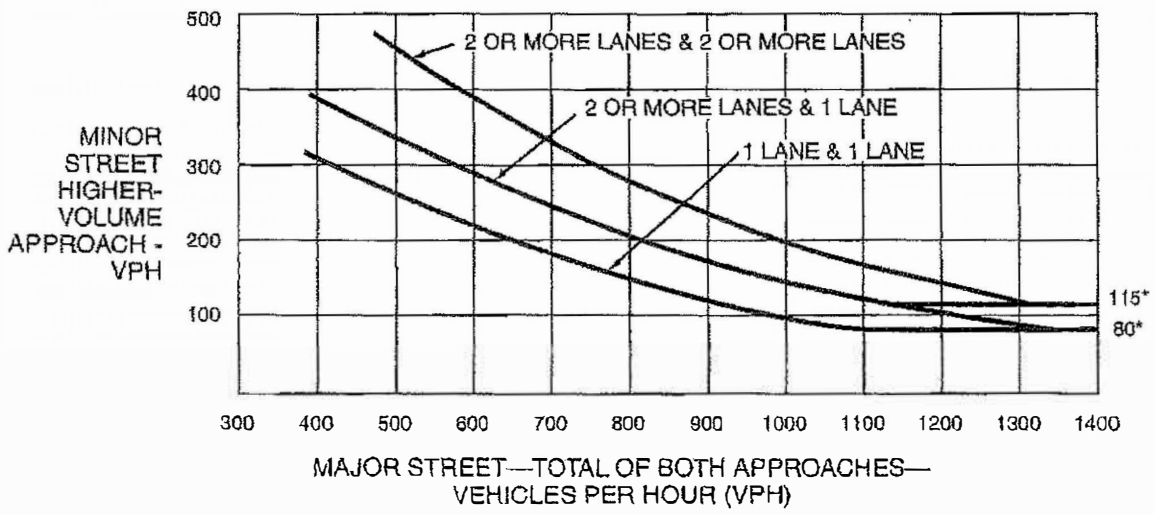
04 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-4 may be used in place of Figure 4C-3 to evaluate the criteria in the second category of the Standard.

05 If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal may be operated in the flashing mode during the hours that the volume criteria of this warrant are not met.

Guidance:

06 *If this warrant is the only warrant met and a traffic control signal is justified by an engineering study, the traffic control signal should be traffic-actuated.*

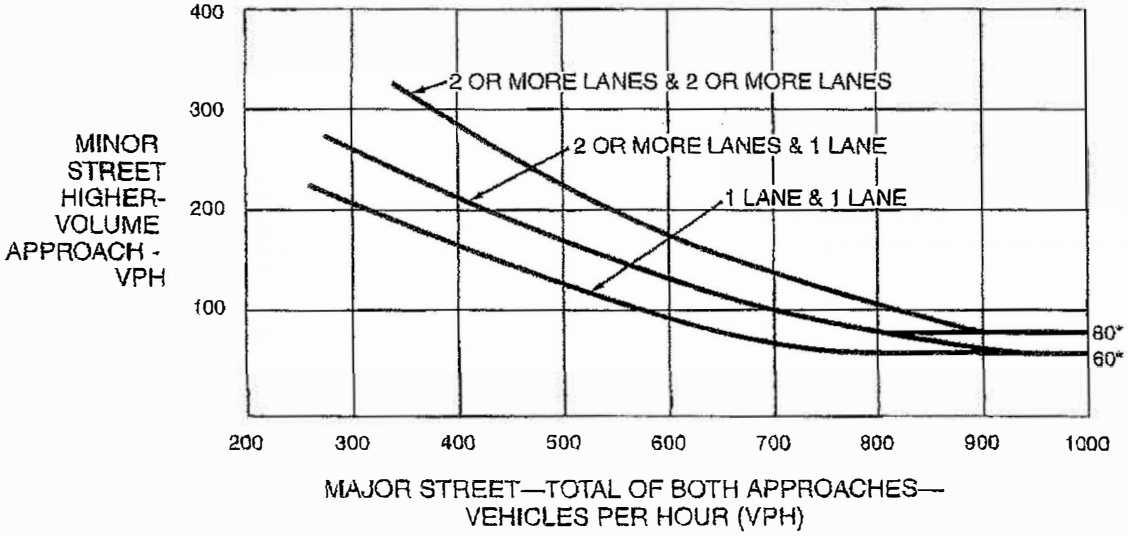
Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

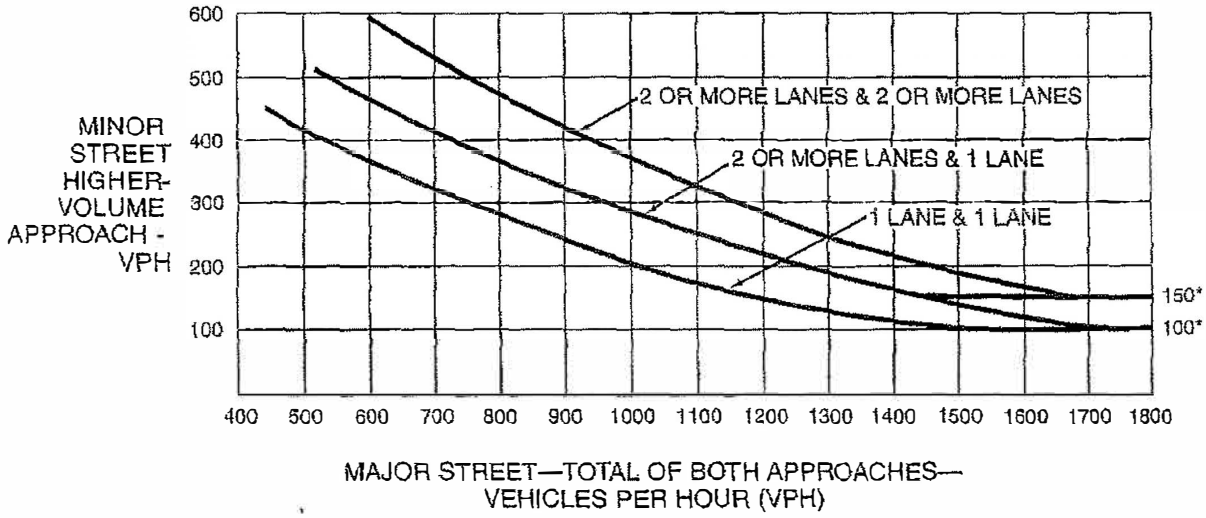
Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

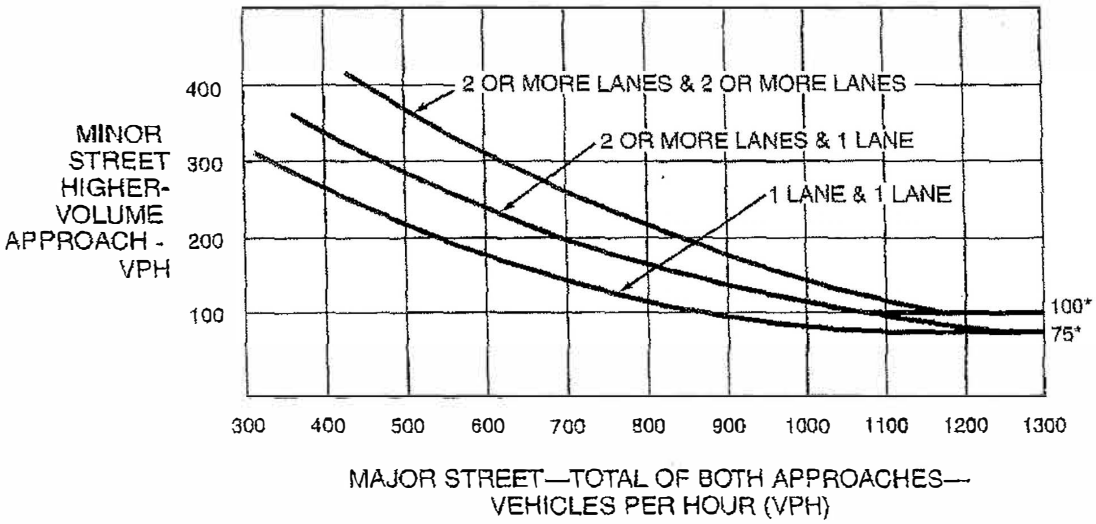
Figure 4C-3. Warrant 3, Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Section 4C.05 Warrant 4, Pedestrian Volume

Support:

01 The Pedestrian Volume signal warrant is intended for application where the traffic volume on a major street is so heavy that pedestrians experience excessive delay in crossing the major street.

Standard:

02 **The need for a traffic control signal at an intersection or midblock crossing shall be considered if an engineering study finds that one of the following criteria is met:**

A. For each of any 4 hours of an average day, the plotted points representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) all fall above the curve in Figure 4C-5; or

B. For 1 hour (any four consecutive 15-minute periods) of an average day, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding pedestrians per hour crossing the major street (total of all crossings) falls above the curve in Figure 4C-7.

Option:

03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 35 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, Figure 4C-6 may be used in place of Figure 4C-5 to evaluate Criterion A in Paragraph 2, and Figure 4C-8 may be used in place of Figure 4C-7 to evaluate Criterion B in Paragraph 2.

Standard:

04 **The Pedestrian Volume signal warrant shall not be applied at locations where the distance to the nearest traffic control signal or STOP sign controlling the street that pedestrians desire to cross is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.**

05 **If this warrant is met and a traffic control signal is justified by an engineering study, the traffic control signal shall be equipped with pedestrian signal heads complying with the provisions set forth in Chapter 4E.**

Guidance:

06 *If this warrant is met and a traffic control signal is justified by an engineering study, then:*

A. If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.

B. If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.

C. Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.

Option:

07 The criterion for the pedestrian volume crossing the major street may be reduced as much as 50 percent if the 15th-percentile crossing speed of pedestrians is less than 3.5 feet per second.

08 A traffic control signal may not be needed at the study location if adjacent coordinated traffic control signals consistently provide gaps of adequate length for pedestrians to cross the street.

Section 4C.06 Warrant 5, School Crossing

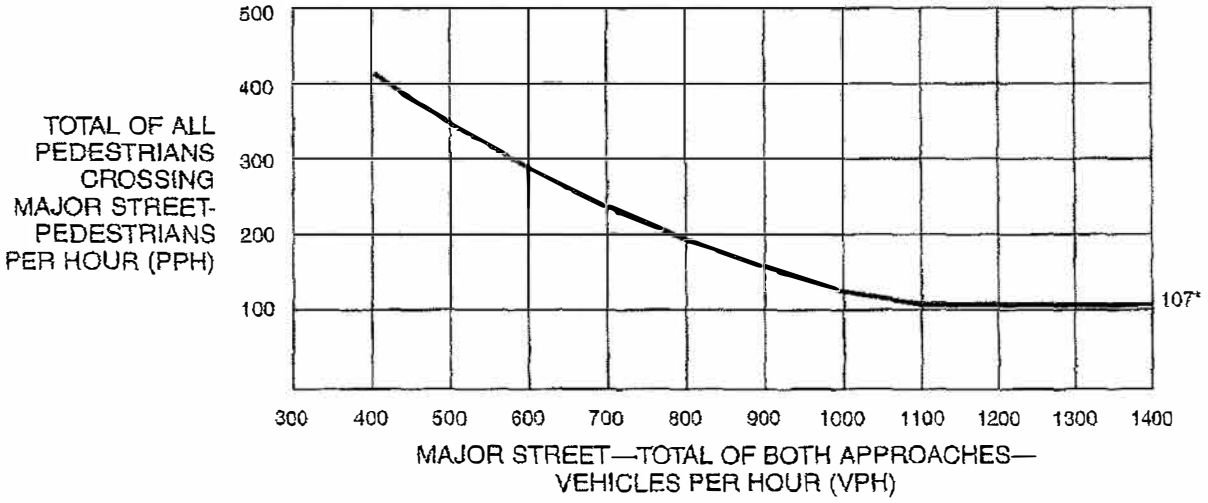
Support:

01 The School Crossing signal warrant is intended for application where the fact that schoolchildren cross the major street is the principal reason to consider installing a traffic control signal. For the purposes of this warrant, the word "schoolchildren" includes elementary through high school students.

Standard:

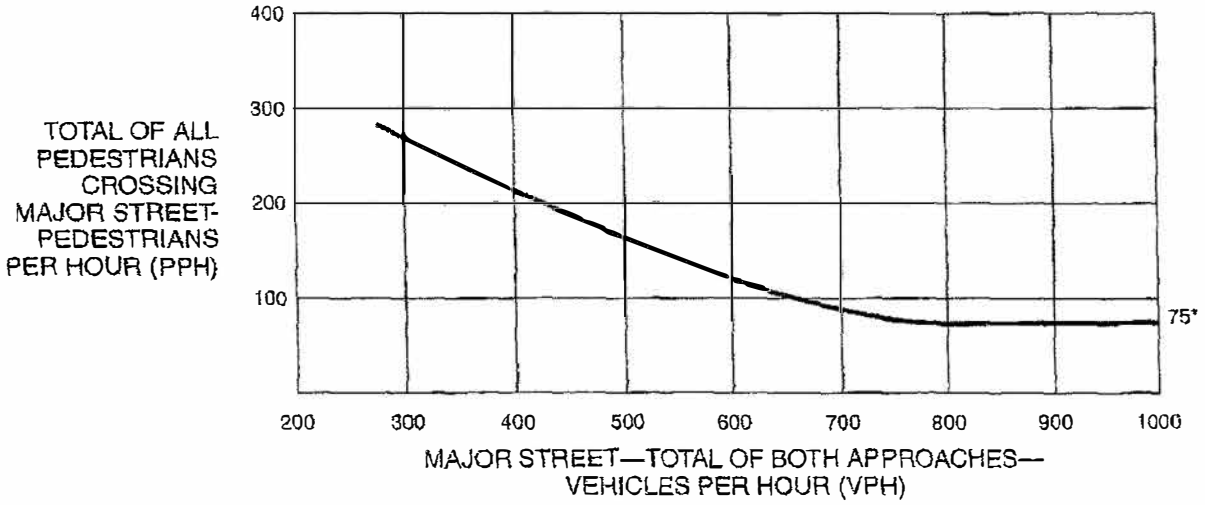
02 **The need for a traffic control signal shall be considered when an engineering study of the frequency and adequacy of gaps in the vehicular traffic stream as related to the number and size of groups of schoolchildren at an established school crossing across the major street shows that the number of adequate gaps in the traffic stream during the period when the schoolchildren are using the crossing is less than the number of minutes in the same period (see Section 7A.03) and there are a minimum of 20 schoolchildren during the highest crossing hour.**

Figure 4C-5. Warrant 4, Pedestrian Four-Hour Volume



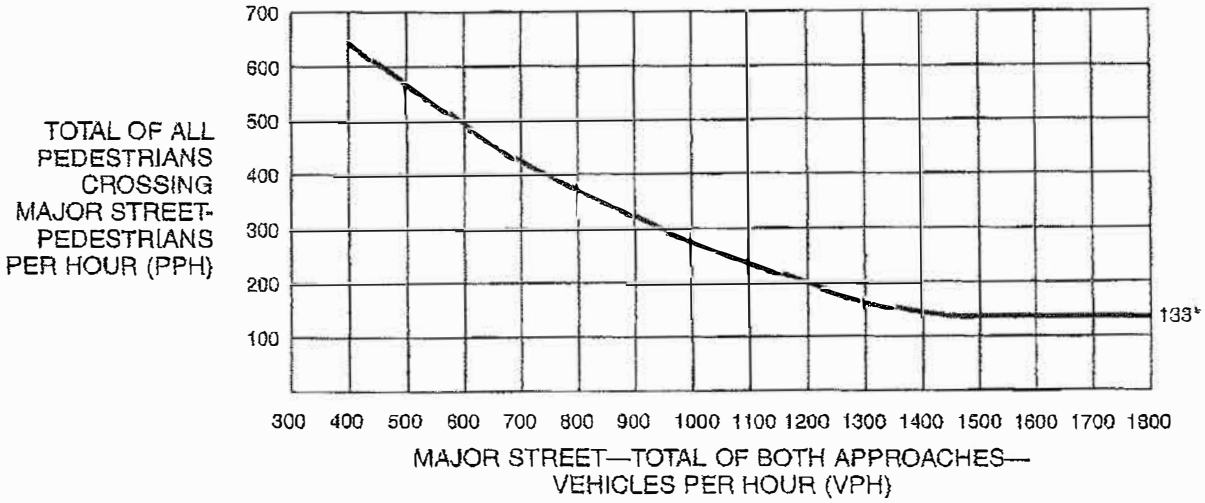
*Note: 107 pph applies as the lower threshold volume.

Figure 4C-6. Warrant 4, Pedestrian Four-Hour Volume (70% Factor)



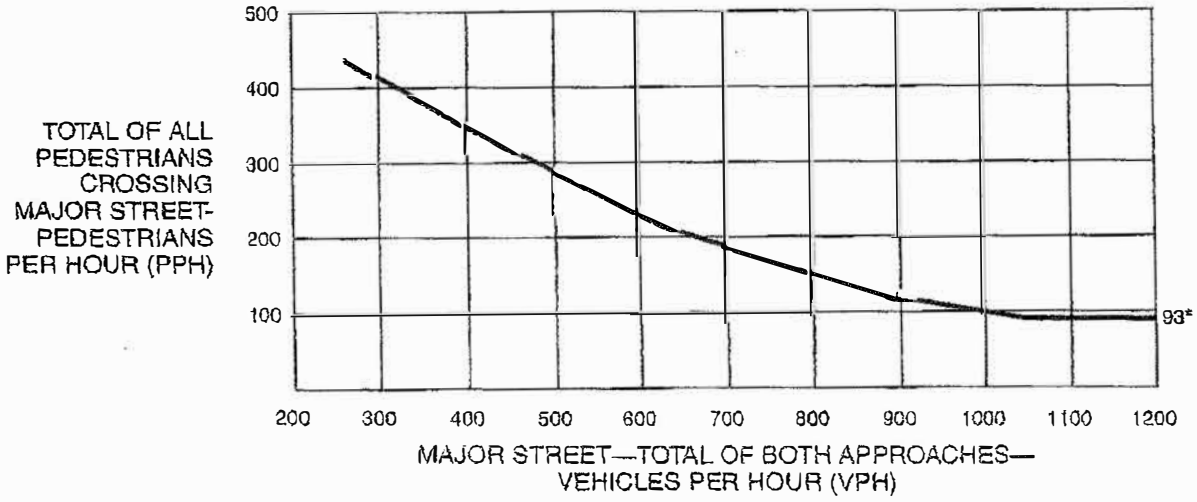
*Note: 75 pph applies as the lower threshold volume.

Figure 4C-7. Warrant 4, Pedestrian Peak Hour



*Note: 133 pph applies as the lower threshold volume.

Figure 4C-8. Warrant 4, Pedestrian Peak Hour (70% Factor)



*Note: 93 pph applies as the lower threshold volume.

03 **Before a decision is made to install a traffic control signal, consideration shall be given to the implementation of other remedial measures, such as warning signs and flashers, school speed zones, school crossing guards, or a grade-separated crossing.**

04 **The School Crossing signal warrant shall not be applied at locations where the distance to the nearest traffic control signal along the major street is less than 300 feet, unless the proposed traffic control signal will not restrict the progressive movement of traffic.**

Guidance:

05 *If this warrant is met and a traffic control signal is justified by an engineering study, then:*

A. *If it is installed at an intersection or major driveway location, the traffic control signal should also control the minor-street or driveway traffic, should be traffic-actuated, and should include pedestrian detection.*

B. *If it is installed at a non-intersection crossing, the traffic control signal should be installed at least 100 feet from side streets or driveways that are controlled by STOP or YIELD signs, and should be pedestrian-actuated. If the traffic control signal is installed at a non-intersection crossing, at least one of the signal faces should be over the traveled way for each approach, parking and other sight obstructions should be prohibited for at least 100 feet in advance of and at least 20 feet beyond the crosswalk or site accommodations should be made through curb extensions or other techniques to provide adequate sight distance, and the installation should include suitable standard signs and pavement markings.*

C. *Furthermore, if it is installed within a signal system, the traffic control signal should be coordinated.*

Section 4C.07 Warrant 6, Coordinated Signal System

Support:

01 Progressive movement in a coordinated signal system sometimes necessitates installing traffic control signals at intersections where they would not otherwise be needed in order to maintain proper platooning of vehicles.

Standard:

02 **The need for a traffic control signal shall be considered if an engineering study finds that one of the following criteria is met:**

A. On a one-way street or a street that has traffic predominantly in one direction, the adjacent traffic control signals are so far apart that they do not provide the necessary degree of vehicular platooning.

B. On a two-way street, adjacent traffic control signals do not provide the necessary degree of platooning and the proposed and adjacent traffic control signals will collectively provide a progressive operation.

Guidance:

03 *The Coordinated Signal System signal warrant should not be applied where the resultant spacing of traffic control signals would be less than 1,000 feet.*

Section 4C.08 Warrant 7, Crash Experience

Support:

01 The Crash Experience signal warrant conditions are intended for application where the severity and frequency of crashes are the principal reasons to consider installing a traffic control signal.

Standard:

02 **The need for a traffic control signal shall be considered if an engineering study finds that all of the following criteria are met:**

A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and

B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period, each crash involving personal injury or property damage apparently exceeding the applicable requirements for a reportable crash; and

C. For each of any 8 hours of an average day, the vehicles per hour (vph) given in both of the 80 percent columns of Condition A in Table 4C-1 (see Section 4C.02), or the vph in both of the 80 percent columns of Condition B in Table 4C-1 exists on the major-street and the higher-volume minor-street approach, respectively, to the intersection, or the volume of pedestrian traffic is not less than 80 percent of the requirements specified in the Pedestrian Volume warrant. These major-street and minor-street volumes shall be for the same 8 hours. On the minor street, the higher volume shall not be required to be on the same approach during each of the 8 hours.

Option:

03 If the posted or statutory speed limit or the 85th-percentile speed on the major street exceeds 40 mph, or if the intersection lies within the built-up area of an isolated community having a population of less than 10,000, the traffic volumes in the 56 percent columns in Table 4C-1 may be used in place of the 80 percent columns.

Section 4C.09 Warrant 8, Roadway Network

Support:

01 Installing a traffic control signal at some intersections might be justified to encourage concentration and organization of traffic flow on a roadway network.

Standard:

02 **The need for a traffic control signal shall be considered if an engineering study finds that the common intersection of two or more major routes meets one or both of the following criteria:**

- **A. The intersection has a total existing, or immediately projected, entering volume of at least 1,000 vehicles per hour during the peak hour of a typical weekday and has 5-year projected traffic volumes, based on an engineering study, that meet one or more of Warrants 1, 2, and 3 during an average weekday; or**
- **B. The intersection has a total existing or immediately projected entering volume of at least 1,000 vehicles per hour for each of any 5 hours of a non-normal business day (Saturday or Sunday).**

03 **A major route as used in this signal warrant shall have at least one of the following characteristics:**

- **A. It is part of the street or highway system that serves as the principal roadway network for through traffic flow.**
- **B. It includes rural or suburban highways outside, entering, or traversing a city.**
- **C. It appears as a major route on an official plan, such as a major street plan in an urban area traffic and transportation study.**

Section 4C.10 Warrant 9, Intersection Near a Grade Crossing

Support:

01 The Intersection Near a Grade Crossing signal warrant is intended for use at a location where none of the conditions described in the other eight traffic signal warrants are met, but the proximity to the intersection of a grade crossing on an intersection approach controlled by a STOP or YIELD sign is the principal reason to consider installing a traffic control signal.

Guidance:

02 *This signal warrant should be applied only after adequate consideration has been given to other alternatives or after a trial of an alternative has failed to alleviate the safety concerns associated with the grade crossing. Among the alternatives that should be considered or tried are:*

- *A. Providing additional pavement that would enable vehicles to clear the track or that would provide space for an evasive maneuver, or*
- *B. Reassigning the stop controls at the intersection to make the approach across the track a non-stopping approach.*

Standard:

03 **The need for a traffic control signal shall be considered if an engineering study finds that both of the following criteria are met:**

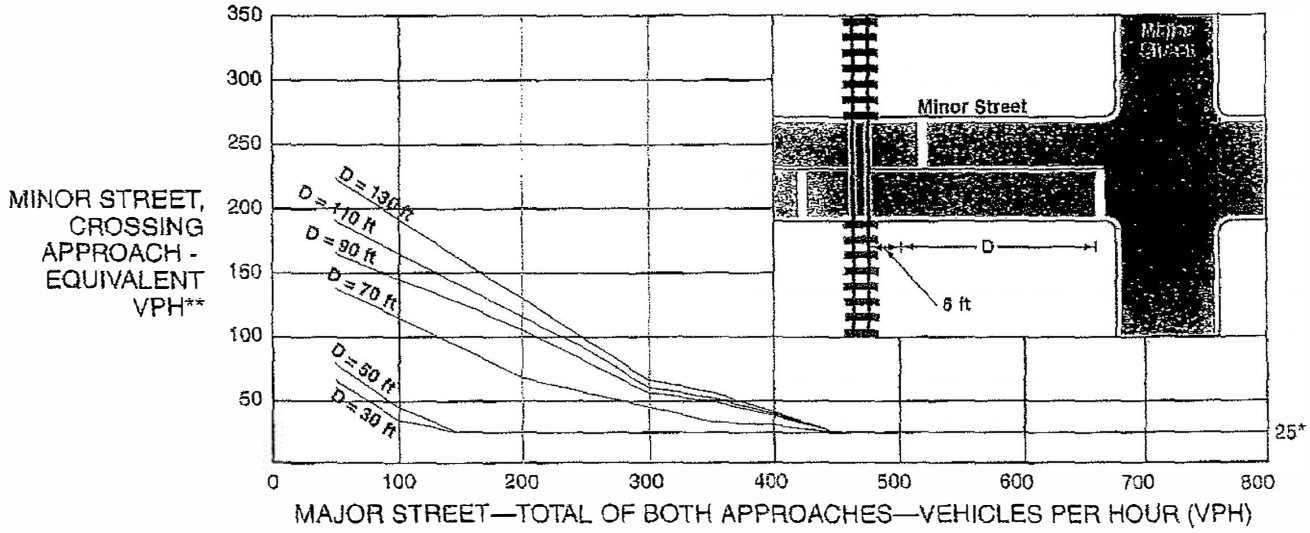
- **A. A grade crossing exists on an approach controlled by a STOP or YIELD sign and the center of the track nearest to the intersection is within 140 feet of the stop line or yield line on the approach; and**
- **B. During the highest traffic volume hour during which rail traffic uses the crossing, the plotted point representing the vehicles per hour on the major street (total of both approaches) and the corresponding vehicles per hour on the minor-street approach that crosses the track (one direction only, approaching the intersection) falls above the applicable curve in Figure 4C-9 or 4C-10 for the existing combination of approach lanes over the track and the distance D, which is the clear storage distance as defined in Section 1A.13.**

Guidance:

04 *The following considerations apply when plotting the traffic volume data on Figure 4C-9 or 4C-10:*

- *A. Figure 4C-9 should be used if there is only one lane approaching the intersection at the track crossing location and Figure 4C-10 should be used if there are two or more lanes approaching the intersection at the track crossing location.*

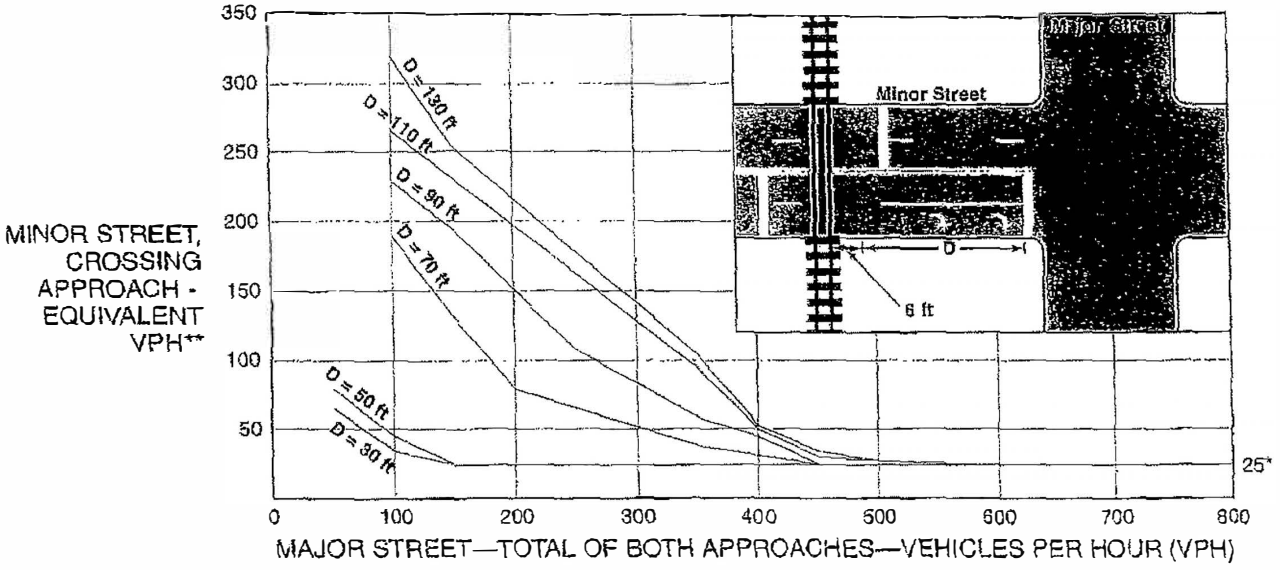
Figure 4C-9. Warrant 9, Intersection Near a Grade Crossing (One Approach Lane at the Track Crossing)



* 25 vph applies as the lower threshold volume

** VPH after applying the adjustment factors in Tables 4C-2, 4C-3, and/or 4C-4, if appropriate

Figure 4C-10. Warrant 9, Intersection Near a Grade Crossing (Two or More Approach Lanes at the Track Crossing)



* 25 vph applies as the lower threshold volume

** VPH after applying the adjustment factors in Tables 4C-2, 4C-3, and/or 4C-4, if appropriate

Johnny Timmons

From: Jason Shelton
Sent: Monday, March 23, 2015 1:53 PM
To: Johnny Timmons
Subject: Fwd: traffic study and possible 4 way stop
Attachments: ATT00001.gif

Sent from my iPhone

Begin forwarded message:

From: "rraines@averittexpress.com" <rraines@averittexpress.com>
To: "Jason Shelton" <Jason.Shelton@tupeloms.gov>
Subject: traffic study and possible 4 way stop

Mayor
I live in Oak Meadows Subdivision and over the past couple years we have seen the traffic increase to the point you can't get in out of the neighborhood. I see several things that have added to the traffic congestion on Purnell and West Jackson street which I have listed below.

* More new homes in the area Oak Meadows included
* Traffic to TCPS to avoid the train on Endville Rd
* More people up to and including parts of Pontotoc county using this to connect to the new Barnes Crossing Rd
* Speed limit is 40 MPH on Purnell however most all traffic headed to Bulter road on Purnell are averaging 50-55 MPH.

You may want to do a traffic study at the intersection at 500pm daily you can have cars backed up ten or more deep trying to turn left
on Purnell from West Jackson with a steady flow of cars coming south on Purnell from the Country Club area.

Thanks for your help and understanding

[cid:_1_0B046EE40B04686C006728F486257E11]

Roger Raines
Service Center Director
3304 Adams Farm Road
Belden MS 38826
662-841-1454 office
662-231-0105 cell
800-283-7488 corp
rraines@averittexpress.com

#7.19

City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

July 15, 2015

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

RE: SRF FY13 Sanitary Sewer System Improvements and WWTP Additions

Dear Mayor Shelton and Council Members:

I respectfully request your approval of the attached User Charge System & Ordinance at your regular meeting on Tuesday, July 21, 2015. This ordinance is required by Mississippi Department of Environmental Quality to show financial viability of the above referenced projects under the current rates. It has been reviewed and approved by Mr. Milton Brumfield at MDEQ.

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

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT

Johnny N. Timmons
Manager

ptb

Attachment

320 North Front St. • P.O. Box 588 • Tupelo, Mississippi 38802-0588 • 662-841-6460 • Fax 662-841-6401

AN ORDINANCE TO PROVIDE FOR THE COLLECTION OF USER CHARGES FROM USERS OF THE PUBLIC SEWAGE WORKS.

BE IT ORDAINED BY THE CITY OF TUPELO, COUNTY OF LEE, STATE OF MISSISSIPPI AS FOLLOWS:

ARTICLE I

DEFINITIONS

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall be as follows:

Section 1. "Person" shall mean any individual, firm, company, association, society, corporation, or group.

Section 2. "Sewage" shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface, and storm waters as may be present.

Section 3. "Sewage Works" shall mean all facilities for collecting, transporting, pumping, treating, and disposing of sewage.

Section 4. "Sewer" shall mean a pipe or conduit for carrying sewage.

Section 5. "Shall" is mandatory; "May" is permissive.

Section 6. "City" shall mean the City of __Tupelo, Lee County ,Mississippi, or, when appropriate to the context, its duly authorized representative.

ARTICLE II

SEWER USER CHARGE SYSTEM

Section 1. The approved Sewer User Charge System, included herein by reference shall include an itemized budget reflecting the costs of operation and maintenance (including replacement) of the public sewage works and retirement of existing debt including repayment of any Water Pollution Control Revolving Fund Loans. It shall also include the revenues dedicated to these costs and demonstrate that they are adequate based on the use of the system and the Sewer User Charge Rates in Article III.

Section 2. The head of the Water & Light Department shall review the Sewer User Charge System before October 1st of each year, and shall make recommendations to the City Council to revise the Sewer User Charge System and/or Rates, if necessary, to generate sufficient revenue to pay the total costs necessary for the proper operation and maintenance (including equipment replacement) of the sewage works and retirement of existing debt including the repayment of any Water Pollution Control Revolving Fund Loan.

ARTICLE III

SEWER USER CHARGE RATES

Section 1. Sewer user charge rates shall be levied on all users including, but not limited to, persons, firms, corporations or governmental entities that discharge, cause or permit the discharge of sewage into the public sewage works.

Section 2. The attached Schedule of Water & Sewer Rates, effective November 7, 2013 shall apply to each user of the sewage works.

Section 3. Industrial Waste Surcharge. The industrial waste surcharge shall be based on the formula and conditions as presented in Sec. 26-123 of the City of Tupelo "Sewer Use Ordinance".

ARTICLE IV

AMENDMENTS

This Ordinance shall be amended, as necessary, to comply with Federal or State Regulations.

ARTICLE V

VALIDITY

Section 1. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 2. The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

The foregoing ordinance was proposed in a motion by Council Member _____, seconded by Council Member _____ and after discussion was brought to a vote as follows:

Councilman Markel Whittington voted _____

Councilman Lynn Bryan voted _____

Councilman Travis Beard voted _____

Councilwoman Nettie Davis voted _____

Councilman Buddy Palmer voted _____

Councilman Mike Bryan voted _____

Councilman Willie Jennings voted _____

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the _____ day of July, 2015.

CITY OF TUPELO MISSISSIPPI

BY: _____
President

ATTEST:

_____
GLENDA MUSE,
Clerk of the Council

APPROVED:

_____
JASON SHELTON, Mayor

_____
DATE

Thereupon the Mayor declared the Ordinance duly adopted this the _____ day of _____, 2015, and declared same to be full force and effect according to law.

ARTICLE VI

ORDINANCE IN FORCE

I, _____, City Clerk and official custodian of the records of The Mayor and Council of the City of Tupelo, do hereby certify that the foregoing User Charge Ordinance was passed and adopted at a regular meeting of said Board and is further a matter of record in Minute Book NO. _____ at Page No. _____.

Clerk

APPENDIX A

ITEMS ASSOCIATED W/INDUSTRIAL WASTES

If there are industrial users connected to the wastewater system, the loan recipient may consider adding the following items to its user charge ordinance.

Definitions:

"BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of the sample under standard laboratory procedure in 5 days at $20^{o}C$, expressed in milligrams per liter.

"Industrial User" shall mean any "Industrial User" as defined under 40 CFR 35.905.

"Industrial Wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage as defined under "Industrial User" in 40 CFR 35.905.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.

Industrial Waste Surcharge:

Section 1. In the event that a user discharges industrial wastes to the sewage works having an average Biochemical Oxygen Demand (BOD) content in excess of 300 mg/l, and/or an average Suspended Solids (SS) content in excess of 300 mg/l, and/or an average Total Ammonia content in excess of 30 mg/l, and/or an average oil and grease content in excess of 150 mg/l, said industrial user shall pay a surcharge based upon the excess strength of their discharges. BOD, SS, and Ammonia may be increased by written approval of Superintendent for limited periods of time if not in conflict with any pretreatment permits or other state or federal requirements.

Section 2. The costs of treatment of each pound of BOD, SS, Ammonia, oil and grease removed by the sewage works shall be reviewed at the end of each fiscal year and appropriate surcharge rates applied to the sewage billing. These rates shall be in effect until the next annual rate review.

Method of Billing Surcharge:

Section 1. The industrial waste surcharge shall be based on the following formula, with the total applied to the monthly bill of affected users:

$$\{A(E-300) + B(F-300) + C(G-40) + D(H-100)\} \frac{8.34}{1,000} \times I \times J = \text{Surcharge payment } (\$/Mo)$$

Where:

A. Surcharge Rate for BOD, in $/Pound. B. Surcharge Rate for SS, in $/Pound.
C. Surcharge Rate for Ammonia, in $/Pound.
D. Surcharge Rate for Oil and Grease, in $/Pound.
E. Industrial User's BOD Concentration, in mg/l.
F. Industrial User's SS Concentration, in mg/l.
G. Industrial User's Ammonia Concentration, in mg/l.
H. Industrial User's Oil and Grease Concentration, in mg/l.
I. Industrial User's Flow to Sewage Works, in 1,000 gallons/day.
J. Number of Days in Month.

Section 2. No reduction in sewage service charges, fees, or taxes shall be permitted because of the fact that certain industrial wastes discharged to the sewage works contain less than 300 mg/l of BOD, 300 mg/l of SS, 40 mg/l of Ammonia or less than 100 mg/l of oil and grease.

APPENDIX B

OTHER

The following item may be helpful in determining user charges:

The Supervisor shall revise the user charge, if necessary, to maintain the proportionate distribution of operation, maintenance, replacement and debt retirement costs among users as provided herein.

City of Tupelo
Schedule of Water & Sewer Rates
Effective November 7, 2013

Water - Inside City Limits

Water & Sewer Customers	Water Only Customers
$10.06 Minimum Bill for 400 CuFt	$10.54 Minimum Bill for 400 CuFt
$12.36 Per CuFt next 1000 CuFt	$12.95 Per CuFt next 1000 CuFt
$13.94 Per CuFt next 2000 CuFt	$14.59 Per CuFt next 2000 CuFt
$15.86 Per CuFt each Additional CuFt	$16.61 Per CuFt each Additional CuFt

Sanitary Sewer - Inside City Limits

Residential - Sanitary Sewer	Commercial/Industrial - Sanitary Sewer
100% of Total Water Billing (Oct thru June)	100% of Total Water Billing
85% of Total Water Billing (July, Aug. & Sept)	

Water – Outside City Limits

Water & Sewer Customers	Water Only Customers
$13.40 Minimum Bill for 400 CuFt	$14.03 Minimum Bill for 400 CuFt
$14.59 Per CuFt next 1000 CuFt	$15.28 Per CuFt next 1000 CuFt
$16.09 Per CuFt each Additional CuFt	$16.84 Per CuFt each Additional CuFt

Sanitary Sewer - Outside City Limits

Water & Sewer Customers	Sewer Only Customers
150% of Total Water Billing (Where Sanitary Sewer Lines are available)	$26.85 Flat Rate (adjusted annually) Based on 150% of average inside City Residential water usage

Commercial/Industrial Sanitary Sewer Surcharge Rates

Biological Oxygen Demand (BOD) allowed	$0.20 per Pound	< 300 mg/L
Total Suspended Solids (TSS) allowed	$0.20 per Pound	< 300 mg/L
Ammonia allowed	$0.50 per Pound	< 40 mg/L
Oil & Grease (O&G) allowed	$0.50 per Pound	< 100 mg/L

CCE 08598 - WWTF
CCE 08826 - Annx Sewers
FY13 / SRF C280885

SEWER USER CHARGE SYSTEM
CASHFLOW ANALYSIS*
CITY OF TUPELO

1	**REVENUES**			
	Water Sales	$	5,541,127	
	Sewer Sales	$	5,350,265	
	Total Revenues	$	10,891,392	$10,891,392
2	**OPERATING EXPENSES**			
	A Water System			
	Personnel	$	928,000	
	Supplies	$	229,000	
	Other Services	$	1,316,000	
	Capital Expenditures	$	533,000	
	Expenditures Transferred to Assets	$	(642,000)	
	Total Water System	$	2,364,000	
	B Sewer System			
	Personnel	$	201,000	
	Supplies	$	98,000	
	Other Services	$	2,198,000	
	Capital Expenditures	$	141,000	
	Expenditures Transferred to Assets	$	(177,000)	
	Total Sewer System	$	2,461,000	
	C General Administration & Billing			
	Personnel	$	722,000	
	Supplies	$	23,000	
	Other Services	$	616,000	
	Total GA & Billing Sewer System	$	1,262,007	
	Total Operating Expenditures			$ 6,087,007

* Based on revenues and expenses for Water and Sewer for FY2012

3	**NONOPERATING EXPENSES**			
	Existing Debt Service	$	2,691,462	
	New Facilities Debt Service	$	932,318	
	Equipment Replacement	$	341,000	
	Total Non-Operating Expenses	$	3,964,780	$ 3,964,780
4	**CASH FLOW ANALYSIS**			
	Total Operating Budget Total			$10,891,392
	Operating Expenses Total			$ (6,087,007)
	Nonoperating Expenses			$ (3,964,780)
	Net Surplus / (Deficiency)			**$ 839,605**

No Rate increase is Required

August 27, 2013

#1.20

TUPELO WATER & LIGHT COLLECTIONS

BAD DEBT (TRANSFER TO A BAD DEBT FILE)

For Period- January 2014 through June 2014

TOTAL REVENUE FOR THE PERIOD

ELECTRIC	WATER & SEWER	SANITATION	TOTAL REVENUE
$ 28,030,983	$ 5,194,492	$ 1,673,363	$ 34,898,838

TOTAL UNPAID BILLS FOR THE PERIOD BAD DEBT

ELECTRIC	WATER & SEWER	SANITATION	TOTAL BAD DEBT
$ 35,356.82	$ 14,945.73	$ 9,184.25	$ 59,486.80

PERCENTAGE OF LOSS = .00175%

TUPELO WATER & LIGHT DEPT.
BAD DEBT LEDGER & FRANKLIN COLLECTION

JAN 2014

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
056-0819-0	KENNEDY,NICOLE A	996-3473-1					40.83	40.83
058-0210-1	FOSTER,CHANNIN D	996-3487-1	212.76				34.60	247.36
058-1390-0	CHRISTOPHER,SHANTA R	996-3511-1	380.59				29.24	409.83
058-1800-3	GASTON,ROBERT W	996-3523-1	43.01				41.42	84.43
058-1990-5	ISOM,TIARA J	996-3563-1	28.10				29.24	57.34
060-0640-7	GASTON,AMBERRELL C	996-0004-1	16.61				45.25	61.86
700-0617-3	HODGES,JAMES C	996-0005-1			62.26	5.26		67.52
701-1490-1	EVANS,SHIRLEY	996-0008-1					209.40	209.40
701-1504-1	STEMBRIDGE,V A	996-0016-1					11.52	11.52
080-4943-2	BUCHANAN,BRADLEY	996-0020-1	131.98		1.56	1.56	51.66	186.76
085-0401-1	COPELAND,KALEISHA	996-0022-1	154.61				14.62	169.23
085-2835-0	CULPEPPER,WILLIE F	996-0023-1	28.45					28.45
003-1360-4	GREGORY,DAVID D	996-0027-1				32.95	46.85	79.80
009-1150-5	ESTES,ELNORA E	996-0028-1	47.07		24.45	24.45	15.97	111.94
009-1165-4	MILLER,NICOLE R	996-0029-1	184.72				31.94	216.66
092-0218-8	TURNER,JANE C	996-0031-1	8.48		1.30	1.30	23.42	34.50
092-1251-5	FORSHEE,TEQUILLIA R	996-0033-1					29.12	29.12
092-1310-4	GATES,MARQUITTA Y	996-0034-1			6.97	41.47	40.99	89.43
094-1280-7	TANNER,WANDA R	996-0035-1	299.69				43.65	343.34
099-1440-0	HANKINS,MARSHA M	996-0036-1	52.06				44.72	96.78
019-1740-5	TURNER,BRANDON LEE	996-0037-1	295.86				31.94	327.80
023-0845-5	BERRY,WILLIE J	996-0038-1			25.19	37.57	53.23	115.99

024-0204-9	BASS,SHAUNA	996-0039-1	30.93		15.58	15.58	53.23	115.32
030-0387-9	PACE,ROBIN A	996-0040-1	170.09				29.81	199.90
030-0730-2	DOSS,TUNISHIA S	996-0041-1	53.70				26.08	79.78
033-0120-3	CARTER,THOMAS	996-0043-1					24.97	24.97
036-0900-4	PARMER,DONNA S	996-0044-1	336.94		64.38	64.38	47.91	513.61
036-0901-5	PARMER,DONNA S	996-0045-1	263.10				47.91	311.01
040-3589-3	OWENS,JUSTIN G	996-0047-1	21.80		33.47	33.47	38.99	127.73
042-1108-3	BROWN,ALICIA	996-0048-1	155.48		37.14	37.14	39.93	269.69
042-1452-9	ARNOLD,TRICIA M	996-0049-1	15.27				39.93	55.20
047-0257-3	LATHAM,LINDA R	996-0051-1	351.26		13.37	13.37	31.94	409.94
044-5693-0	DYE,BRITTANY L	996-0052-1			34.75			34.75
050-0304-4	STRONG,MONICA N	996-0053-1			18.30	12.30	31.94	62.54
050-1262-1	SADLER,JONATHAN M	996-0056-1					24.21	24.21
050-1320-7	JENNINGS,HOPE	996-0060-1			18.19	6.19	47.91	72.29
052-0670-0	WATERS,AMBER M	996-0061-1			25.43	16.43	37.80	79.66
	TOTALS.....		**3282.56**	**0.00**	**382.34**	**343.42**	**1392.17**	**5400.49**

TUPELO WATER & LIGHT DEPT.
BAD DEBT LEDGER & FRANKLIN COLLECTION

FEB 2014

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
056-0857-9	RADCLIFF,SARAH M	996-0062-1	375.43				42.89	418.32
056-1510-5	GRAY,ROBIN N	996-0064-1	73.30				36.55	109.85
058-0110-0	GORDON,SHAKIA V	996-0065-1	76.10				3.90	80.00
058-1720-3	METCALF,SHELIA A	996-0066-1	198.54				38.50	237.04
066-1466-6	BARR,TERRY L	996-0067-1	93.11				26.32	119.43
700-0234-2	BAGWELL,MARY A	996-0068-1			45.98	5.98		51.96
700-0389-1	MERCHANT,PATRICIA G	996-0070-1			76.50	36.60	70.27	183.37
081-0260-6	WILSON,JACQUELINE M	996-0071-1	448.37	64.87	38.09	38.09	75.59	665.01
081-4230-5	HOLLAND,TAMIKO S	996-0075-1	114.24				41.91	156.15
081-4575-6	PATE,JOSSIE	996-0076-1	25.50				12.18	37.68
081-4644-6	BEEKS,MARQUITA R	996-0077-1	61.09				27.29	88.38
084-0960-2	FERGUSON,KRISTEN M	996-0078-1	23.45		78.03	78.03	29.81	209.32
085-2360-2	ISBY,LATOSHA M	996-0080-1	161.12				46.78	207.90
086-3780-8	DANCER,TONY	996-0081-1	256.56		10.74	10.74	35.13	313.17
004-0884-4	WILKS,PEGGY R	996-0083-1	83.09				38.33	121.42
005-1620-6	SWIFT STAFFING/CLAY DIAL	996-0084-1	280.85					280.85
011-0600-2	WILLIAMS,MARY A	996-0085-1	102.65		154.52	154.52	47.91	459.60
013-0245-3	BLAIR,DOROTHY J	996-0088-1	171.01				46.31	217.32
088-3410-0	MCGAUGHY,TUERE B	996-0089-1	157.56		58.56	58.56	47.91	322.59
090-0320-8	SANDERS,BRODERICK S	996-0090-1	316.61				46.85	363.46
095-0710-2	MITCHELL,LETHER J	996-0093-1	101.41				26.32	127.73

095-1034-5	SMITH,DARIUS D	996-0096-1	156.41		22.51	22.51	36.06	237.49
097-3550-1	BOOTH,JAMES R	996-0097-1					23.45	23.45
019-1005-3	BUSTAMANTE,LAURA L	996-0098-1	225.43		25.15	25.15	47.91	323.64
036-0160-5	MCCOMB,JAMES A	996-0100-1	78.94				39.93	118.87
036-1282-5	VAUGHN,TIFFANY Y	996-0101-1	505.19		69.46	69.46	63.88	707.99
040-1748-3	TALBOTT,CARL	996-0102-1	15.63					15.63
049-0550-0	MOYE,BRENDA P	996-0104-1			8.15	11.06	36.20	55.41
051-1090-3	EISENZIMMER,AARON M	996-0105-1	207.57		13.91	13.91	30.88	266.27
051-1473-9	ROBINSON,MEGAN	996-0109-1	240.28		39.58	39.58	53.77	373.21
050-0626-3	BURRESS,BARBARA A	996-0110-1			9.50	3.52	31.94	44.96
050-3800-1	CLIFTON,JERRY	996-0111-1			35.40	56.60		92.00
050-3820-6	WHITE,CRESHENDA	996-0112-1			30.41	49.12		79.53
054-1520-6	WHITFIELD,JULIE M	996-0114-1			20.06			20.06
054-7220-6	WESTPHAL,LUKE M	996-0117-1					35.42	35.42
400-0325-3	RUFF BUSINESS SYSTEMS/CHESLEY RUFF	996-0119-1	2736.03	399.62	244.65	228.11		3610.41
	TOTALS.....		**7287.47**	**464.49**	**981.20**	**901.54**	**1140.19**	**10774.89**

TUPELO WATER & LIGHT DEPT.
BAD DEBT LEDGER & FRANKLIN COLLECTION

MAR 2014

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
055-0090-7	STANFORD,CURTIS C	996-0120-1	93.50				14.62	108.12
055-0190-2	SHUMPERT,TINISHA	996-0121-1	281.34				36.55	317.89
056-0795-5	WILSON,CODY A	996-0122-1	189.72				43.86	233.58
056-0893-8	HENDERSON,ADAM J	996-0123-1	113.87				43.86	157.73
056-1200-1	ENNIS,DEBRA LYNN	996-0124-1	73.34				38.01	111.35
056-1370-5	BEZOTTE,GERALD A	996-0125-1	16.15					16.15
058-2220-8	BOEDING,KAYLA	996-0126-1	318.07				42.89	360.96
058-2610-3	WHITE,TERRICA M	996-0128-1	234.73				39.47	274.20
059-0397-8	OWENS,ANNIE C	996-0147-1	343.56				34.11	377.67
060-0155-5	ELLIOTT,VERLEAN	996-0163-1	193.07				77.00	270.07
063-0205-0	CAPPS,JESSICA N	996-0167-1	292.00		2.50	2.50	27.15	324.15
066-0960-7	JONES,STELLA A	996-0168-1	19.90					19.90
066-1423-6	ROSS,AUSTIN L	996-0169-1	271.53				42.89	314.42
066-1469-3	WATKINS,CARLOS S	996-0172-1	80.73				32.65	113.38
069-1424-7	BUDNICK,DENISE T	996-0174-1	32.69				28.27	60.96
069-3950-5	POLK,TARKISHA S	996-0175-1	1709.47		34.76	34.76	67.61	1846.60
074-1780-1	RUFF BUSINESS SYSTEMS/KFC/KESLEY RUFF	996-0176-1		188.17	208.26	194.18		590.61
076-0900-3	BANKS,BARBARA A	996-0177-1	271				41.42	312.42
076-0950-6	TOWNSEND,ANTONIO M	996-0179-1	65.93				26.8	92.73
700-0165-3	BROWN,ERIK	996-0180-1			4.63			4.63

700-0180-3	WALTON,ERIC D	996-0183-1			152.87	12.87		165.74
080-4899-0	BEAVERS,CHAVEZ D	996-0184-1	328.26		5.53	5.53	42.89	382.21
080-4803-6	ANDERSON,TAMARA M	996-0189-1	274.18		42.17	42.17	47.27	405.79
080-4939-8	MCGAUGHY,STACY C	996-0190-1	234.11				43.86	277.97
081-3605-2	WADDELL,HOPE L	996-0191-1	240.37		19.23	19.23	27.15	305.98
081-4435-8	GREEN,LAPORSHA S	996-0192-1	100.36				24.85	125.21
081-4440-2	WALKER,SHATIA M	996-0193-1	107.20				29.24	136.44
083-0455-1	KERR,HENRY H	996-0195-1	313.37	29.77	30.52	30.52	47.91	452.09
084-1420-3	RUFF,YVETTE	996-0196-1	149.25				44.18	193.43
085-0360-7	NABORS,RANATA E	996-0198-1	177.80				46.78	224.58
085-0410-5	JONES,ANNIE W	996-0200-1	301.75				39.47	341.22
085-0650-6	MOORE,ROSHEEDA M	996-0202-1	277.10				32.65	309.75
086-1733-1	MONTGOMERY,PAMELA	996-0203-1			3.88			3.88
086-3755-3	TURNER,PATRICE L	996-0204-1	190.03				44.18	234.21
004-0853-5	SAYERS,JAMES D	996-0205-1	67.03				37.52	104.55
007-1102-2	J EDWARD DESIGN CO/JEREMY ALLISON	996-0206-1	73.15				31.94	105.09
013-1170-2	JOHNSON,MONIQUE L	996-0207-1	286.59				37.26	323.85
023-0585-0	ARMSTRONG,STHANTEL	996-0209-1	261.01		28.87	28.87	54.83	373.58
024-0012-0	CULP,ANGELA D	996-0210-1	203.57				38.86	242.43
025-3320-7	MULLEN,ALEXIS N	996-0211-1	23.65				22.91	46.56
028-1740-0	CULPEPPER,LISA W	996-0212-1	58.01		14.89	14.89	49.71	137.50
030-0383-4	ROBERTS,RICHARD L	996-0213-1	155.61		2.28	2.28	47.91	208.08
033-0500-0	RICHARDSON,TERRY L	996-0216-1	1208.23		1.27	1.27	54.30	1265.07
033-0551-7	TAYLOR,JAMES A	996-0217-1	102.14				51.64	153.78

033-1305-9	GATES,CHRISTOPHER D	996-0218-1	43.05		34.85	34.85	38.33	151.08
033-1310-5	GARRIDO,TIA C	996-0219-1	25.26				54.30	79.56
033-1312-6	BONDS,ERICA S	996-0221-1	363.51		175.16	175.16	54.30	768.13
040-2472-1	EDWARDS,JOHN J	996-0222-1	5.86		1.90	1.90	38.01	47.67
047-0128-4	WITHERSPOON,JODY H	996-0223-1	194.29		25.92	25.92	36.20	282.33
044-5017-2	JOHNSON,GERALDINE	996-0225-1			157.71			157.71
044-6192-4	QADOUS,AHMAD	996-0227-1			21.46			21.46
046-7024-3	STEPTER,BYRON K	996-0229-1			46.68	12.68	47.91	107.27
050-0624-3	GARMON,O'NEAL	996-0231-1			57.15	40.44	71.33	168.92
050-6126-3	DANIELS,ADRIENNE F	996-0234-1			57.59	24.14		81.73
050-6212-3	WILLIAMS SR,CLEVELAND	996-0237-1			90.52	99.04		189.56
050-6458-8	CARRUTHERS,LATANYA L	996-0239-1			86.71	82.58		169.29
050-6492-1	REED,PHILANA B	996-0240-1			163.39	208.35		371.74
053-0442-7	WILLIAMS,BRUCE P	996-0242-1			65.31	25.31	79.85	170.47
054-6467-2	SAUCEDA,MARIA A	996-0243-1			340.70	394.63	87.83	823.16
	TOTALS.....		**10365.34**	**217.94**	**1876.71**	**1514.07**	**2042.53**	**16016.59**

TUPELO WATER & LIGHT DEPT.
BAD DEBT LEDGER & FRANKLIN COLLECTION

APR 2014

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
055-0105-4	HAYNES,REGINALD C	996-0244-1	266.44				43.86	310.30
055-0116-4	THOMAS,ELIZABETH L	996-0245-1	339.12				40.45	379.57
056-0650-4	HALL,BILLIE CAROL	996-0246-1	194.03				43.86	237.89
058-0010-6	GORDON,SHAKIA V	996-0247-1	88.77				40.94	129.71
058-0070-1	GAMBLE,JESSIE MAY	996-0248-1					0.00	(6.38)
058-0370-5	RIVERA,ARMENTA J	996-0249-1	206.28				29.24	235.52
058-1810-9	SANDERS,MYESHIA L	996-0250-1	364.58				43.86	408.44
058-2360-7	ROBINSON,STACEY L	996-0252-1	270.70				43.86	314.56
060-0244-5	GOLDEN,NESHAWN R	996-0330-1	938.87		196.65	196.65	47.91	1380.08
063-0990-5	STEWART,RONDA M	996-0332-1	546.97		0.22	0.22	47.91	595.32
066-1473-4	ROBINSON,CARLA D	996-0333-1	101.08				40.45	141.53
069-1025-1	NEELY,KAREN M	996-0334-1	250.26		92.83	92.83	43.65	479.57
069-3830-7	KIDD,DAVID MITCHELL	996-0336-1	454.64		35.36	35.36	51.64	577.00
072-5590-2	MALDONADO,RAYMUNDO	996-0338-1	241.01		12.94	12.94	28.21	295.10
081-4640-0	PERRY,VALARIE D	996-0341-1	225.27				36.55	261.82
084-1560-5	STREETER,EBONY L	996-0344-1	25.60		5.18	5.18	47.91	83.87
086-3660-0	BUCHANAN,STEPHANIE	996-0346-1	254.97				43.12	298.09
006-2020-5	JORDAN,KATHERINE D	996-0347-1	26.75	16.30			26.08	69.13
013-2268-2	BRAYLOCK,ANDREA D	996-0348-1	409.78				42.05	451.83
090-0295-4	SALINAS,MARTHA E	996-0349-1	607.85		48.85	48.85	53.79	759.34
092-0150-1	WALKER,BOBBIE E	996-0350-1	91.80		13.32	13.32	20.23	138.67

094-1280-8	NEWCOMB,TERRY A	996-0351-1	56.08				28.21	84.29
095-0020-5	NANCE,ANGELA D	996-0352-1	458.03		0.70	0.70	53.77	513.20
095-0724-6	SPURGEON,KIMBERLY J	996-0353-1	263.64				43.86	307.50
096-0110-0	BRITT,KATHERINE D	996-0354-1	461.35				53.77	515.12
019-1440-1	YOUNG,CATHY	996-0355-1	40.85		6.52	6.52	47.91	101.80
024-0036-8	STEPHEN,ADRIAN D	996-0356-1	99.91		9.51	9.51	47.91	166.84
025-0018-5	SPRINGER,CATHERINE	996-0358-1	62.50		22.80	22.80	36.20	144.30
025-2070-8	DEPRIEST,TERESA A	996-0360-1	330.34		32.79	32.79	47.91	443.83
028-1020-0	SMITH,SHAMONICA K	996-0361-1	17.75					17.75
030-0830-2	BUTLER,CARNITA S	996-0362-1	355.12		45.54	23.40	47.91	471.97
036-0210-4	CHAMBERLIN,RUSSETTA R	996-0364-1	316.36		33.34	33.34	47.91	430.95
036-2238-3	HUGHES,CHARLES D	996-0365-1	297.29		48.87	48.87	47.91	442.94
040-4868-3	LITTLE,MICHAEL S	996-0366-1			60.64	26.64	47.91	135.19
042-1996-2	DEVAULT,MARTHA C	996-0367-1	37.35		12.81	12.81	31.94	94.91
045-2540-9	MCFADDEN,LYN L	996-0368-1					22.53	22.53
051-2330-0	KIRK,GLORIA D	996-0369-1	74.00				31.40	105.40
046-9336-5	LLOYD,CYNTHIA N	996-0370-1			44.43	35.43	40.46	120.32
050-1202-8	CALDIERO,CINDY A	996-0371-1			25.50		47.91	73.41
050-3930-5	HOOVER,NITA A	996-0373-1			19.77	33.16		52.93
050-6450-5	ROGERS,LITTLETURNER D	996-0375-1			149.65	183.23		332.88
054-7595-3	KIMBLE,JOHNNY B	996-0378-1			57.08			57.08
054-8627-4	HARRIS,STEPHANIE D	996-0379-1					24.60	24.60
	TOTALS.....		**8775.34**	**16.30**	**975.30**	**874.55**	**1565.59**	**12207.08**

TUPELO WATER & LIGHT DEPT.
BAD DEBT LEDGER & FRANKLIN COLLECTION

MAY 2014

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
055-0188-1	WEAVER,GLENN A	996-0380-1	118.27				43.86	162.13
056-0300-0	REED,CHRISTOPHER T	996-0381-1	16.02				43.86	59.88
056-1380-2	MCGHEE,DERRICK L	996-0382-1					41.80	41.80
058-2350-6	DABBS,JACQUELINE D	996-0383-1	0.97				43.86	44.83
066-1498-9	COBB,SANTANNA L	996-0384-1	22.17				43.86	66.03
069-1468-2	ALLEN,LILLIE L	996-0385-1					30.01	30.01
074-1320-1	MORRIS,C M	996-0388-1	164.66		42.25	42.25	63.88	313.04
701-1482-1	BARBER,MARTHA A	996-0393-1					237.56	237.56
081-0220-3	JUDD,LAUSHANDA	996-0394-1	89.99	17.53	8.70	8.70	38.86	163.78
081-3230-6	DAVIS,CANDICE N	996-0395-1	38.92		0.27	0.27	28.21	67.67
086-0100-6	S & S USED CARS	996-0396-1		250.09	8.16	5.92		264.17
086-0104-4	S & S USED CARS	996-0399-1	72.15		21.85	20.37		114.37
086-1929-0	SIMMONS,EMIL E	996-0400-1	309.90		117.44	117.44	54.83	599.61
011-0800-2	SAWAH,ASHLEY L	996-0401-1	690.21		277.53	277.53	55.36	1300.63
015-0595-6	MORGAN,ALAN TODD	996-0402-1	231.50				53.77	285.27
088-3360-3	THOMAS,CHRISTOPHER T	996-0403-1					44.33	44.33
090-0250-5	BROWN,NORA J	996-0404-1	206.02		1820.69	1820.69	39.93	3887.33
092-0720-9	BASKIN,ANDREA N	996-0405-1	211.19	22.96	15.85	15.85	47.91	313.76
025-3237-8	DISMUKES,DARYL J	996-0406-1	9.77					9.77
030-0982-2	SEALEJAMIE A	996-0407-1	2.08					2.08
047-1934-8	NASH,WILLIE LEE	996-0409-1	1.23					1.23

043-4024-1	THORNTON,CHASITY	996-0410-1					348.19	348.19
046-3406-5	TESSENER,RONALD L	996-0411-1			4.89		31.94	36.83
050-0650-1	GREEN,DORIS A	996-0412-1			10.76	4.76	31.94	47.46
054-7817-2	REESE,ROBERT SCOTT	996-0417-1			20.75	14.75	23.42	58.92
	TOTALS.....		**2185.05**	**290.58**	**2349.14**	**2328.53**	**1347.38**	**8500.68**

TUPELO WATER & LIGHT DEPT.
BADD DEBT LEDGER & FRANKLIN COLLECTION

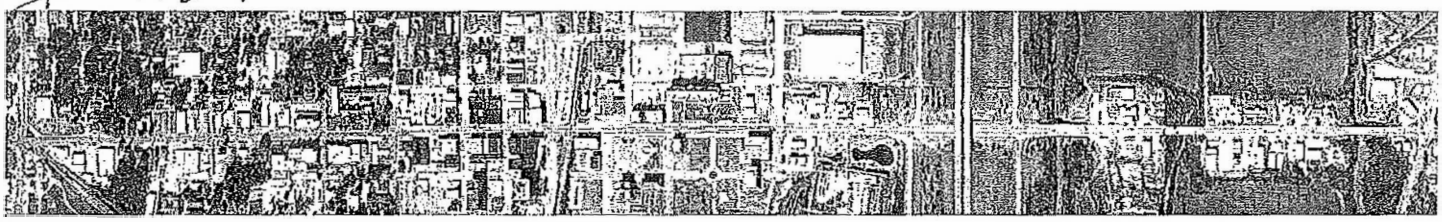
JUN 2014

R-A-T	Name	996	Electric	Outside Lt	Water	Sewage	Sanitation	TOTAL
060-2210-1	LIGGINS,ANNIE L	996-0420-1	531.85		5.67	5.67	47.91	591.10
069-0610-8	CHEEKS,MACK A	996-0421-1	2.42		17.17	17.17	47.91	84.67
700-0590-2	TRIPLETT,ANDREW	996-0423-1			26.52	17.52		44.04
080-4945-6	BLANCHARD,BRITTANCIA R	996-0424-1	19.82					19.82
081-3750-4	ADAMS,CEDRIC O	996-0425-1					25.17	25.17
081-4355-8	WHITE,WANDA F	996-0426-1	39.06				43.86	82.92
081-4605-9	LAWRENCE,CHINA D	996-0427-1	33.90				29.24	63.14
084-1470-7	SCARCELLA JR,CHRISTIAN	996-0428-1	30.22		23.09	23.09	70.27	146.67
086-3775-2	PHELPS,GERALD	996-0429-1	16.04		17.09	17.09	27.68	77.90
087-0096-2	NORTON,YVONNE	996-0430-1	35.15		21.80	21.80	31.94	110.69
087-0521-4	SHUMPERT,TELISHA S	996-0432-1					36.67	36.67
003-0843-1	GATES,TAMIKA L	996-0433-1	293.54		26.22	26.22	47.91	393.89
013-0210-5	HICKMAN,RONNIE LEE	996-0434-1	25.57				46.85	72.42
013-0245-4	WRIGHT,DARNELL	996-0435-1				11.03	47.91	58.94
015-0740-0	LOWERY,DEVON M	996-0436-1			26.48	34.26	56.96	117.70
090-0600-2	FOOTE,WILSON BRAD	996-0441-1	33.38				31.94	65.32
090-3280-7	RARDIN,JEREMY LEE	996-0442-1	47.91		6.52	6.52	40.56	101.51
094-1036-1	SLOAN,CHADDOCKA K	996-0443-1	44.17				31.94	76.11
094-1322-9	FRISON,CARLA L	996-0444-1	121.47		46.49	46.49	47.91	262.36
094-1961-8	GOLDEN,SHALONDA M	996-0445-1	31.47		3.98	3.98	36.20	75.63
097-3050-1	COLBURN,ROBERT A	996-0446-1			81.35	47.35	47.91	176.61
099-1045-4	BROWN,FREDDY LEE	996-0447-1	99.44		30.89	30.89	57.49	218.71

021-2010-5	WHITEFIELD,BRYSON J	996-0449-1			1.62	47.91	49.53
023-0345-1	WILSON,BRIDGETTE	996-0450-1	37.56	4.68	4.36	6.92	53.52
025-1838-5	KNOWLES,COURTNEY A	996-0451-1				27.01	27.01
028-1800-3	COLLIER,BRIDGETTE N	996-0452-1	135.73	11.47	11.47	49.22	207.89
030-0189-8	OSBORN,JESSICA S	996-0453-1	182.79			53.77	236.56
030-0387-0	GASTON,DORTHRELL	996-0455-1	106.83			47.91	154.74
030-1004-2	THOMAS,CEDRIC I	996-0456-1	16.74	6.86	6.86	47.91	78.37
033-1150-1	HOWARD,TYRONE R	996-0457-1		5.07	39.91	27.68	72.66
040-2432-2	JOHNSON,JAMES E	996-0459-1				30.71	30.71
040-3424-0	CASSIBERRY,TEQUILA N	996-0460-1	71.16			43.86	115.02
040-3618-6	BRAMLETT,LATOYA M	996-0461-1	95.46			43.86	139.32
040-4789-8	HARRIS,JOSHUA L	996-0462-1		40.19	6.19	47.91	94.29
041-0628-8	OSBORNE,MICHAEL H	996-0465-1	113.34	107.68	107.68	47.91	376.61
045-2640-3	WALKER,CHRISTI M	996-0466-1			20.53	47.91	68.44
045-2710-5	DENTON,THOMAS A	996-0467-1	84.59			31.94	116.53
051-2320-8	DUNAWAY,SHARON M	996-0468-1	222.14	30.98	30.98	58.56	342.66
050-0224-9	CRUISE,TIFFANY R	996-0470-1		8.77	2.77	31.94	43.48
050-1218-9	TILLMAN,LISA M	996-0471-1		31.78		47.91	79.69
050-3495-9	JONES,JULIA D	996-0472-1		95.59	104.90		200.49
052-0370-0	BAKER,JOSHUA M	996-0473-1		4.21			4.21
053-0565-0	FLAKES,COURTNEY M	996-0474-1		806.11	164.72	62.82	1033.65
054-8055-0	JONES,NATASHA N	996-0475-1		35.34	16.80		52.14
054-8235-1	MILES,CHRISTINE H	996-0476-1		69.06			69.06
054-8653-6	GADDY,CARY W	996-0477-1				38.50	38.50

TOTALS.....	2471.75	0.00	1591.06	827.87	1696.39	6587.07

#7.21



Tupelo Major Thoroughfare Program
Minutes
June 8, 2015

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

Members not present: Jeffery Gladney, Gunner Goad, Jamie Osbirn, Drew Robertson

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

Meeting was called to order by Greg Pirkle.

Mr. Pirkle asked the Committee to review and approve the minutes of the May 5, 2015, Major Thoroughfare Program meeting. With no discussion, Hudson Bryan made motion to accept minutes. Ken Burton seconded the motion. Minutes were approved unanimously.

Kim Hanna presented the Major Thoroughfare Phase V Budget Report for the period ending May 31, 2015. Beginning cash balance was $3,346,504. Revenue from Property Tax Exemption and Interest Earned totaled $115,449. Actual expenditures totaled $497,625 with payments to personnel cost of $10,168; to Key Construction in the amount of $412,977; and to Natchez Trace Bridge project in the amount of $74,476. Ending cash balance was $2,964,328. A brief discussion was held on how the different phases of the East Main Street project are funded by City, MDOT, and grant funds.

John White gave updates on the current projects.

NATCHEZ TRACE BRIDGE

Still awaiting growth and coverage period for grass and landscaping items. First period runs out this month.

EAST MAIN STREET (GREEN STREET TO VETERANS)

Contractor has shifted traffic to the north side of Mud Creek Bridge and begun work on south side of bridge. Contractor is continuing installation of new street lighting and construction of sidewalk. Work has begun on the downtown sidewalk section between Green Street and Broadway. Based on Progress Estimate #7 (for work completed in the month of April) the Contractor is 39% complete after using 33% of the contract time. We are currently working on Estimate #8 but the contractor should still be ahead of schedule. Anticipated end of project is June 2016.

THOMAS STREET / HWY 6 INTERCHANGE

Title abstract work has been performed for the two require ROW parcels. Currently awaiting deeds from City Attorney to begin acquisition process. Plan preparation is continuing (approximately 50% complete).

Dustin Dabbs of Civil-Link gave an update on the Traffic Study. Final report is being drafted. It will be submitted to John Crawley for review, then to the Steering Committee. Presentation to the Committee may be possible at the July meeting.

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

Chairman Greg Pirkle

Submitted by Renee Newton

#7.22

Memo

To: Mayor and City Council

From: Patrick Falkner

Subject: Routine Agenda: Review/accept Planning Committee minutes

Date: July 15, 2015

Attached are the minutes of the Planning Committee meeting of July 6, 2015. The only items on this agenda were a series of development code amendments which will be on the study agenda. Accepting the minutes will not serve as approval of those items. There will be a public hearing on the amendments at this meeting with the action at a subsequent meeting.

TUPELO PLANNING COMMITTEE

July 6, 2015

CALL TO ORDER

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

REVIEW OF MAY MINUTES

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

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the minutes from June were on the City Council agenda June 16 and all action items were approved.

NEW BUSINESS

Mr. Falkner reported that the actions before the committee were a set of amendments to the Development Code, some of which would need to be considered individually and others could be voted on together. The first item was a group of related changes to chapters 2, 4, and 5 concerning residential uses other than the typical single family occupancy. Mr. Falkner reported that the changes were being brought forward as a result of weaknesses identified in the Jay Shannon compatible use application of last year, and due to questions about the use of homes in the Lee Acres and Audubon neighborhoods. The changes proposed included replacing the current definitions of group home, assisted living, and halfway house with definitions for Congregate Living 1, 2, and 3, with some changes to these uses in the zoning chapter (4) and the overlay district chapter (5).

Mr. Goodwin asked if the proposed language reflects the recommendation of the city attorney. Mr. Falkner said that it did, and that there could be additional changes when the amendments were presented to the City Council.

Mr. Robison asked that the procedure for amending the Development Code be clarified. Mr. Falkner stated that the process requires public hearings at both the Planning Committee and City Council meetings; the Committee would make the initial recommendation for amended language, but that the Council had the final decision. Mr. Robison asked if the changes would be supportive of the Comprehensive Plan. Mr.

Falkner noted that they would be supportive of the Comprehensive Plan's emphasis on protection of neighborhoods.

Mrs. Kennedy noted that City Attorney Ben Logan had participated in the Committee's work session to explain the reasoning behind the recommended code changes.

The meeting was opened to allow public comments. Mr. Bill Hilbun of 1906 Pheasant Run appeared, speaking on behalf of a number of other residents present, saying that several homes in his neighborhood were being evaluated for what he understood to be some kind of congregate living situation. He said that the Audubon neighborhood was a good area with medium priced and diverse homes, and that residents wanted to maintain its character. He said that he would like the committee to adopt the amendment.

Mr. Hildenbrand said that this was what the Committee wanted also. He made a motion to approve the draft language, seconded by Mrs. Pittman. Mr. Goodwin asked if the motion could be amended to add the language 'contingent on additional review and revision by the City Attorney.' Mr. Hildenbrand and Mrs. Pittman agreed to the amendment of their motion. The vote was unanimous in favor of the amended motion.

Mr. Robison asked how residential zoning uses were decided. Mr. Falkner explained that the code currently listed the type of structures allowable in residential zoning districts but that there was no formal process of determining the occupancy type such as is applied with commercial properties. He said that staff and the attorney were working to amend the residential rental ordinance to collect this kind of information.

Mr. Falkner recommend to the Committee that the following amendments be considered in a single motion: the definition of a junkyard, the zoning treatment of life care communities, reinstating standards for the use of manufactured buildings and front yard fences that were in the previous development code, and revising parking standards to get away from using employment numbers.
Mr. Davis made a motion to approve these five amendments, seconded by Mr. Smith, with the motion passing on a unanimous vote.

Mr. Falkner presented the amendments to chapter five regarding the overlay districts. These include changing the terminology of the use table in section 5.3 from 'nursing/personal care facilities' to 'Congregate Living 1 or 2 facilities; adding a clause to section 5.5.2 stating that Congregate Living 1 facilities are not allowed in the Joyner Overlay District; adding a section 5.8.6 stating that Congregate Living 1 facilities are not allowed in the West Jackson Overlay District; and adding Section 5. 9, Winfield Neighborhood Conservation Overlay District.

Mr. Goodwin asked if the issues addressed by the overlay districts were not more appropriately handled through neighborhood restrictive covenants. Mr. Falkner explained that the overlay district concept was primarily intended to be used in neighborhoods where covenants had not been created. Mr. Davis asked if the creation

of more overlay districts might not be creating a precedent for too many detailed restrictions.

Mr. Hildenbrand noted that Lee Acres had restrictive covenants but that they could only be enforced through an individual being willing to sue.

Mr. Goodwin stated that he felt the overlay districts' use restrictions infringed on the city's use of zoning to implement the comprehensive plan.

Mr. Moll made a motion to deny the Winfield Overlay District; Mr. Davis seconded with the vote unanimous in favor of the motion.

Mr. Falkner presented changes to the section on political signs. Mr. Hildenbrand said that the city should require candidates to make a deposit in order to display political signs.

Mr. Goodwin made a motion to approve the sign section amendment as submitted. The motion was seconded by Mr. Moll with Mr. Goodwin, Mr. Moll, Mr. Robison, and Mrs. Pittman voting for the motion, Mr. Smith, Mr. Hildenbrand, Mr. Davis, Mrs. Kennedy, and Mrs. Thompson voting against it. The motion failed.

Mrs. Kennedy asked if there were any applications to be heard in August. Mr. Falkner said that none had been received as of that day.

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

#8.1

Memo

To: Mayor and City Council

From: Patrick Falkner

Subject: Study Agenda: Development Code Text Amendments

Date: July 15, 2015

The first set of amendments are to Chapters 2 and 4, relating to the definitions and zoning treatment of activities that have been referred to in the past as 'group homes', 'assisted living facilities', and 'halfway houses'. Because of the difficulties we encountered in using the code's current language, and also to reflect the current thinking on how these uses may lawfully be regulated, we are proposing to get rid of the old terminology and adopt new names and definitions. These have been developed with the help of City Attorney Ben Logan, who will probably have some additional recommendations on this issue.

The proposal is to use the term 'congregate living' to describe various kinds of residential occupancy that are distinguished from conventional 'single family' residential occupancy. Federal case law has established that using the relationships among people within a residence to treat related and unrelated people differently can be a form of housing discrimination. Therefore we are taking the definition 'family' out of the code and changing the names and definitions of other terms that use family relationships as a criterion. Instead, we are focusing on whether there are services provided at a residential location by caretakers or staff of any kind, or by a third party arranging placement of individuals in congregate living settings.

Three levels of such 'congregate' living are recognized. Level 1 replaces the old 'group home' term with its provision for situations where a group of handicapped individuals share a home. (Again, federal case law

The zoning use classification 'life care community' is to be incorporated into Chapter 4. The code had a definition of this use but it had been left out of the chapter on zoning districts.

In Chapter 5, another neighborhood has asked for an overlay district. This will be for the Winfield neighborhood off North Thomas Street. They made some of their own additions to the standards that are a little different from the first overlay districts but which reflect the specific characteristics of their area. The Planning Committee did not approve this overlay district.

In chapter 6 we are bringing back some language from the previous code that restricts the use of manufactured buildings to places that actually sell such buildings, for storage, or as a short term replacement of a facility that is destroyed or damaged by a disaster but needs to be back in service (such as a school classroom).

In chapter 7 there is another provision brought back from the old code, to restrict fences in residential front yards to decorative types, not chain link.

A number of changes are proposed to the standards for parking requirements: we are removing those standards that base parking on the number of employees, since that number may be unknown at the time plans are submitted and is difficult to verify. Basing parking requirements on the size or capacity of buildings is a more practical method.

Staff proposed to amend the section on political signs, to no longer require permits or restrict how early they start going up, because of the difficulty of enforcing these requirements consistently. The Planning Committee did not approve this change, leaving the political sign section as it is.