

TUPELO CITY COUNCIL MEETING AGENDA

TUESDAY, OCTOBER 20, 2015

6:00P.M.

INVOCATION: PRESIDENT BUDDY PALMER
PLEDGE OF ALLEGIANCE: COUNCILMAN MIKE 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
- JS 4.4 RECOGNITION AND INTRODUCTION OF THE
MAYOR'S YOUTH COUNCIL
- JS 4.5 PROCLAMATION IN RECOGNITION
OF "WEEK OF THE FAMILY"
- JS 4.6 PROCLAMATION IN RECOGNITION OF
"EXTRA MILE DAY"
- JS 4.7 PROCLAMATION IN RECOGNITION OF
LIFE AND PHILANTHROPY OF
MRS. ELAINE HANCOCK
- SH 4.8 REPORT FROM NEIGHBORHOOD
DEVELOPMENT CORPORATION
- JS 4.9 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A LOT MOWING OF PROPERTIES

**5.1.B REZONING OF TWO PARCELS ON
SOUTH GLOSTER STREET**

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR MEETING.)

6. ACTION AGENDA

**SH 6.1 ADOPTION OF ORDINANCE REZONING PROPERTY
AND AMENDING OFFICIAL ZONING MAP (TWO
PARCELS ON SOUTH GLOSTER STREET)**

**SH 6.2 ADOPTION OF ORDINANCE AMENDING TUPELO
DEVELOPMENT CODE TO CREATE WINFIELD
NEIGHBORHOOD OVERLAY DISTRICT**

**(NOTE: This item (TA15-01) on the Planning Committee minutes of
September 14, 2015 was tabled at the City Council meeting of
October 6, 2015. Item needs to be removed from the table before
adoption of Ordinance.)**

**SH 6.3 REVIEW/APPROVE RESOLUTION DECLARING AS
SURPLUS CERTAIN REAL PROPERTY AND
AUTHORIZING THE CONVEYANCE OF THE
PROPERTY PURSUANT TO SEC. 21-17-1 OF THE MISS.
CODE OF 1972 (SOUTH THOMAS)**

7. ROUTINE AGENDA

**7.1 REVIEW/APPROVE MINUTES OF REGULAR CITY
COUNCIL MEETING OF TUESDAY, OCTOBER 6, 2015,
AND MINUTES OF RECESSED MEETING OF MONDAY,
OCTOBER 12, 2015**

7.2 REVIEW/PAYBILLS

**JS 7.3 REVIEW/APPROVE APPOINTMENT TO NORTHEAST
MISSISSIPPI REGIONAL WATER SUPPLY BOARD**

**JS 7.4 REVIEW/APPROVE APPOINTMENT TO TUPELO
AIRPORT AUTHORITY BOARD**

KH 7.5 REVIEW/APPROVE FY 2016 BUDGET REVISION #1

SH 7.6 REVIEW/APPROVE RESOLUTIONS ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER MISS. CODE ANN. 21-19-11 (1972), AS AMENDED

SH 7.7 ACTION REGARDING APPLICATION FOR VARIANCE BY TUPELO PUBLIC SCHOOL DISTRICT

(NOTE: This item (VAR 15-03) on the Planning Committee minutes of September 14, 2015 was tabled at the City Council meeting of October 6, 2015. Variance request by School District has been withdrawn. Item needs to be removed from the table and deleted. Any back-up material needed is on file in Council Clerk's office.)

SH 7.8 REVIEW/APPROVE LISTING OF LOT MOWINGS OF PROPERTIES

SH 7.9 REVIEW/ACCEPT MINUTES OF TUPELO MAJOR THOROUGHFARE PROGRAM MEETING OF AUGUST 10, 2015

SH 7.10 REVIEW/ACCEPT MINUTES OF PLANNING COMMITTEE MEETING OF OCTOBER 5, 2015

AF 7.11 REVIEW/APPROVE AUTHORIZING MAYOR AND CLERK TO EXECUTE CONTRACT FOR PROFESSIONAL SERVICES OF PRYOR AND MORROW FOR THERON NICHOLS SPLASH PAD

(NOTE: Contract on file for review in Council Clerk's office.)

TW 7.12 REVIEW/APPROVE REQUEST TO DONATE LEAVE TO TUPELO FIREMAN

BA 7.13 REVIEW/APPROVE REQUEST TO ALLOW TUPELO POLICE OFFICERS TO WEAR POLICE UNIFORM AND HAVE PROPER EQUIPMENT TO WORK SECURITY AT BELK DEPARTMENT STORE

RC 7.14 REVIEW/APPROVE MUNICIPAL COURT CLERK TRAINING CERTIFICATE

JT 7.15 REVIEW/AWARD/REJECT BID FOR TUPELO WATER AND LIGHT DEPARTMENT

- JT** **7.16** **REVIEW/APPROVE AGREEMENT FOR A DRINKING WATER SYSTEM IMPROVEMENTS REVOLVING LOAN FOR ANNEXED AREAS**
- BL** **7.17** **REVIEW/APPROVE AND RATIFY AMENDMENT 1 TO THE SCHNEIDER ELECTRIC ENERGY SERVICES CONTRACT DATED 3/3/15 BY AND BETWEEN THE CITY OF TUPELO AND SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC. FOR ENERGY SAVINGS PERFORMANCE CONTRACTING**
- BL** **7.18** **REVIEW/APPROVE RESOLUTION AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF AN''' EQUIPMENT LEASE/PURCHASE AGREEMENT BETWEEN THE CITY AND BANK OF AMERICA PUBLIC CAPITAL CORP. AND AN ESCROW AND ACCOUNT CONTROL AGREEMENT BETWEEN THE CITY, BANK OFAMERICA PUBLIC CAPITAL CORP. AND BANK OF AMERICA, NATIONAL ASSOCIATION, AS ESCROW AGENT, ALL IN CONNECTION WITH THAT CERTAIN ENERGY SERVICES PERFORMANCE CONTRACT AGREEMENTUNDERTAKENPURSUANTTOTHE MISSISSIPPI DEVELOPMENT AUTHORITY CAPITAL LEASE PROGRAM TO FINANCE ENERGY EFFICIENCY AND CONSERVATION EQUIPMENT FOR CERTAIN FACILITIES THROUGHOUT THE CITY (THE "PROJECT"), AND RELATED MATTERS**

. (NOTE: Resolution on file for review in Council Clerk's office.)

8. STUDY AGENDA

- SH** **8.1** **REVIEW/DISCUSS DEDICATION OF RIGHT-OF-WAY FOR WEST JACKSON STREET REDEVELOPMENT**
- BL** **8.2** **REVIEW/DISCUSS RESOLUTION DECLARING AS SURPLUS CERTAIN REAL PROPERTY AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO THE TUPELO PUBLIC SCHOOL DISTRICT PURSUANT TO SECTION 21-17-1 OF THE MISSISSIPPI CODE, 1972**

9. ADJOURNMENT

#405

Office of the Tupelo, Mississippi Mayor PROCLAMATION

WHEREAS, The City of Tupelo recognizes that Tupelo is blessed with a multitude of families-an essential part of the cultural, social, and spiritual fabric of our community; and

WHEREAS, The City of Tupelo recognizes strong families are at the center of strong communities; and

WHEREAS, everyone has a role to play in making families successful, including neighborhood organizations, businesses, nonprofit agencies, policymakers and of course, families themselves; and

WHEREAS, during The Week of the Family, Tupelo residents should take time to honor the importance of families and to recognize the special connections that support and strengthen them throughout the year; and

WHEREAS, during this week, Tupelo families can take the opportunity to commit to enhancing and extending all of the connections that strengthen and enrich this most valuable institution; and

WHEREAS, The City of Tupelo will join other citizens, agencies and organizations throughout Tupelo to honor and celebrate our families;

NOW THEREFORE, I, Jason Shelton, by virtue of the authority vested in me as the Mayor of Tupelo, do hereby proclaim
November 2-8, 2015

As

THE CITY OF TUPELO'S WEEK OF THE FAMILY
AND INVITE ALL CITIZENS TO SHARE IN THE MANY
FESTIVITIES PREPARED FOR THE OCCASION.

DONE AND ORDERED this 20th day of October, 2015.

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#4.8

Memo

To: Mayor and City Council

From: Patrick Falkner

Subject: Proclamations, Recognitions and Reports Agenda item:
Report from Neighborhood Development Corporation

Date: October 13, 2015

Representatives of the Neighborhood Development Corporation and developers involved in the West Jackson project will report.

#S.1.B

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Public agenda: Rezoning RZ 15-02
Date: October 13, 2015

This hearing is in regard to the two parcels on South Gloster Street which the Planning Conunittee approved for rezoning from MUCC, Mixed Use Conunercial Conidor, to I, Industrial. The ordinance for this item is on the action agenda.

#6.1

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Action agenda: Rezoning RZ 15-02
Date: October 13, 2015

Attached is the ordinance rezoning two parcels on South Gloster Street which the Planning Committee approved for rezoning from MUCC, Mixed Use Commercial Corridor, to I, Industrial.

**ORDINANCE REZONING PROPERTY AND AMENDING THE OFFICIAL ZONING
MAP OF
THE CITY OF TUPELO, MISSISSIPPI**

Case No. RZ15-02

Parcels: 114S-18-011-00 and 114S-18-059-00

WHEREAS, a request was filed with the Department of Planning and Community Development to change the zoning on certain pieces of property; and,

WHEREAS, the request was reviewed by the Tupelo Planning Committee which reviewed and considered information regarding the rezoning and conducted a public hearing with notice sent to the surrounding property owners, at the Planning Committee's regularly scheduled meeting on Monday, October 5, 2015, on the proposed zoning change and the change was recommended at the meeting; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at its regularly scheduled meeting on Tuesday, October 20, 2015, to review and consider recommendations proposed by the Tupelo Planning Committee concerning the proposed zoning change at which time no sufficient protest was received; and,

WHEREAS, the City Council finds and determines that the amendments contained in the provisions below are necessary, fair, and reasonable;

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

- 1. The prefatory sentences, as findings of the City Council are hereby incorporated herein.**
- 2. The portions of the following described property which are currently zoned MUCC, Mixed Use Commercial Corridor, be changed to I, Industrial:**

**TRACT I: Commencing at a point where the South line of the Southwest Quarter of Section 18, Township 10 South, Range 6 East intersects the East right-of-way line of U. S. Highway No. 45 and run thence North along the East right-of-way line of said highway for 1076.7 feet to the POINT OF BEGINNING; thence run East 700 feet, more or less, to the West right-of-way line of the GM&O Railroad; thence run in a Northeasterly direction along and with said West right-of-way line for 1600 feet, more or less, to the North line of the Southwest Quarter of Section 18, Township 10 South, Range 6 East; thence run West 1020 feet, more or less, to the East right-of-way line of U. S. Highway No. 45; thence run South along and with said East right-of-way line for 1600 feet, more or less, to the POINT OF BEGINNING;
LESS AND EXCEPT a strip off of the North end of the above described property measuring approximately 400 feet North and South, said strip being a part of that**

tract conveyed to Sunshine Grain Company by Deed dated April 13, 1957, and recorded in Deed Book 485 at Page 393 in the Office of the Chancery Clerk of Lee County, Mississippi; also

LESS AND EXCEPT THE FOLLOWING:

- (1) A Jot measuring approximately 336 feet East and West by 626 feet North and South, said lot having been conveyed to A. N. Lann by Deed recorded in Book 422 at Page 317 in the Office of the Chancery Clerk of Lee County, Mississippi;
- (2) 3.73 acres, more or less, conveyed to the State Highway Commission of the State of Mississippi by Deed recorded in Deed Book 863 and Page 195 and Deed Book 863 at Page 397 in the Office of the Chancery Clerk of Lee County, Mississippi; and
- (3) .34 acres, more or less, conveyed to Trustees of William C. Mattox Family Trust by Deed Recorded in Deed Book 1677 at Page 120 of Lee County, Mississippi.

TRACT II: Commencing at the Northwest Corner of the Southwest Quarter of the Northwest Quarter of Section 18, Township 10 South, Range 6 East in the City of Tupelo, Mississippi, and run thence East 110 feet to the East right-of-way line of South Gloster Street; thence run South along the said East right-of-way line 615.29 feet to the center of a ditch, said point being the Southwest corner of a tract of land conveyed to James E. Mattox by C.C. Mattox and Annie Sparks Mattox in deed of record in Book 851 at Page 738 of the Land Records of Lee County, Mississippi for the POINT OF BEGINNING of land herein conveyed; thence run South along the said East right-of-way of South Gloster Street to the Northwest corner of a tract of land conveyed to Sunshine Grain Company by deed of record in Book 485 at Page 393 of the Land Records of Lee County, Mississippi; thence run East along the North boundary line of the said Sunshine Grain Company land for a distance of 1,020 feet, more or less, to the West right-of-way line of Southrail Corporation (formerly the West right-of-way line of the GM&O Railroad); thence run in a Northeasterly direction with the said West right-of-way line to the center line of the aforementioned ditch, being the Southeast corner of the aforesaid tract of land conveyed to James E. Mattox by deed of record in said Book 851 at Page 738 of Lee County, Mississippi Land Records; thence run in a Northwesterly direction along and with the center line of said ditch being the South boundary line of the said James E. Mattox tract of land, to the POINT OF BEGINNING.

3. The official Zoning Map shall be amended to reflect this change. The City Clerk shall cause this amendatory ordinance to be published according to Law.

The foregoing Ordinance was proposed in a motion by Councilman _____, seconded by Councilman _____, and was brought to a vote as follows:

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

Whereupon, the ordinance having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 20th day of October, 2015.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Buddy Palmer, President

ATTEST:

GLEND A MUSE, Clerk of the Council

APPROVED:

Jason L. Shelton, Mayor

DATE: October 20, 2015

ZONING REQUEST

D Nr
«5:ip'»

CASE NO: R-215-02

PARCEL: 1145-18-0M-00
1,145-18-059-00

LOCATION:
1145-18-0-J1-00:
N@RJ>HSI9EOF
SUNSHINE0MILLS AT
2103 S GLOS,ER ST

1145018,-059'0.0
SOUTH SIDE OF
SUNSHINE:MILLS AT
2103,S GLOSIT,ERST

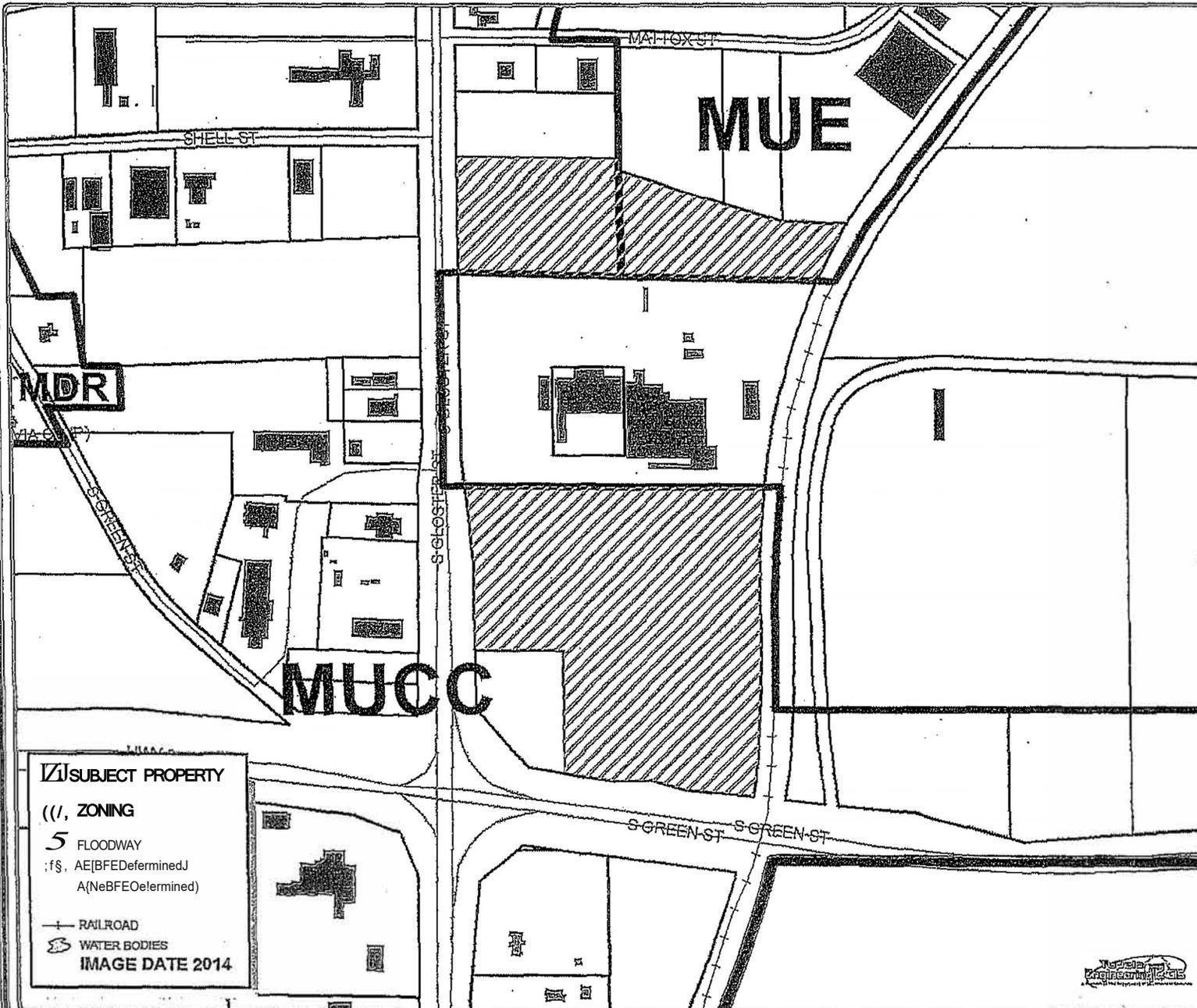
RR0.m;RTI(OWNER:
1145-18-0:11-00
MATTOX BROTHERS LLC

1.145-18,-059-iio
MAT-TOX LAND LLC

APPLICAN:r:
Clm;fOF TUPELO

ZONING: MUCC
REZ0.NETO INDUSTRIAL

WARD: 3



Legend

SUBJECT PROPERTY

(/), ZONING

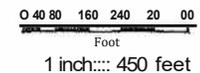
5 FLOODWAY

fs, AE(BFEdefermJ
A(NeBFEdefermJ)

RAILROAD

WATER BODIES

IMAGE DATE 2014



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

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

AIO AGRICULTURAL/OBEN LOR LOW DENSITY RESIDENTIAL MUAC MIXED USE AERIAL CENTER MUD MIXED USE DOWN TOWN MUR MIXED USE RESIDENTIAL
1 INDUSTRIAL MDR MEDIUM DENSITY RESIDENTIAL MUCC MIXED USE COMMERCIAL CORRIDOR MUE MIXED USE EMPLOYMENT RC REGIONAL COMMERCIAL

#6.2

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Action agenda: Text amendment TA15-01
Date: October 13, 2015

Attached is the ordinance amending the Development Code to create the Winfield Neighborhood Overlay District. This completes action on Text Amendment 15-01.

**ORDINANCE AMENDING THE DEVELOPMENT CODE OF THE CITY
OF TUPELO, MISSISSIPPI**

WHEREAS, the City of Tupelo adopted an ordinance known as the Development Code on October 1, 2013; and

WHEREAS, the ordinance governs all zoning and development and applies to all land, buildings, structures and uses located within the corporate limits of the City of Tupelo; and

WHEREAS, the ordinance is adopted, pursuant to authority granted to the City of Tupelo by Section 17-1-1, et seq. of the Mississippi Code Annotated (1972); and

WHEREAS, the Department of Development Services and the Planning Committee have reviewed and considered information regarding the need to revise certain provisions of the Development Code and have conducted a public hearing with notice published in the Northeast Mississippi Daily Journal, at the Planning Committee's regularly scheduled meeting on July 6, 2015, on the proposed amendments; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at its regularly scheduled meeting on July 21, 2015, to review and consider recommendations proposed by the Tupelo Department of Planning and Community Development and the Tupelo Planning Committee concerning amendments to the Development Code, and

WHEREAS, the City Council finds and determines that it is necessary to protect the public health, safety, morals and general welfare to amend the current Development Code and that the provisions below are necessary, fair and reasonable.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF TUPELO, MISSISSIPPI, as follows:**

SECTION 1. The prefatory statements are hereby incorporated herein.

SECTION 2. ADD:

5.9 Winfield Neighborhood Conservation Overlay District

5.9.1. Purpose and Applicability

(1) Purpose

It is the purpose and intent of the Winfield Neighborhood Conservation Overlay District to protect the value of property, to enhance the attractiveness of the neighborhood, to prevent development which would be incompatible with the established characteristics of the neighborhood, and to support improvement and investment in the neighborhood housing stock.

(2) Applicability

The requirements of this section shall apply to all property within the Winfield Neighborhood Conservation Overlay District as shown in Figure 5.9.1.

5.9.2 Use Regulations

5.9.2.1 Section 4.8.5, Uses in Medium Density Residential Districts, shall apply with the following changes:

Detached dwellings, small home day care, home occupation, park and/or open space are allowed by right.

Patio homes/zero lot line homes are allowed by compatibility.

Townhouse dwellings are allowed by compatibility.

5.9.3 Standards

5.9.3.1. Infill standards

Section 6.10, Infill standards, shall apply with the following changes:

To Section 6.10.5 (1), add: The width of new construction shall not be less than the average width for existing structures in the context area.

Add Section 6.10.5 (3). Exterior materials.

New or renovated dwellings shall provide masonry on building sides facing the street that is equivalent to the highest percentage of masonry on building sides facing the street in the context area.

5.9.3.2 Design Standards

(1) The design review committee shall be guided by the standards for infill construction (Section 6.10, as modified above), by the compatibility checklist procedure (Section 12.4.5), and by reference to existing architectural features of the immediate vicinity and of the Winfield neighborhood generally.

- (2) The design review committee may prepare and propose written standards for adoption through amendment of this section.
- (3) Metal roofs may not be placed on residential buildings.
- (4) Chain link fences are not allowed

5.9.4. Review procedures

- (1) A design review committee shall be established consisting of five members. Three members shall be residents of the Winfield Neighborhood Conservation Overlay District, designated by vote of the Winfield Neighborhood Association. One member shall be designated by the Mayor. One member shall be designated by the City Council representative(s) for the Winfield Neighborhood Conservation Overlay District. The members shall be confirmed by the City Council. The committee positions will be for a period of twelve months from the date of confirmation.
- (2) No permit for new construction or external renovation shall be issued for any property within the Winfield Neighborhood Conservation Overlay District without approval of the design review committee.
- (3) Applications for construction or renovation within the Winfield Neighborhood Conservation Overlay District shall be accompanied by complete drawings of the proposed work, including a site plan, floor plan, full elevation drawings, and exterior materials list.
- (4) The design review committee shall meet to consider permit applications no later than thirty (30) days after the complete application is received by the Development Services Department.
- (5) The Development Services Department shall provide a report to the design review committee describing the characteristics of the neighborhood in the immediate vicinity of the subject property.
- (6) Appeals. Decisions of the design review committee may be appealed to the Planning Committee.

SECTION 3. This amendatory ordinance has been articulated to be consistent with the constitution and laws of the State of Mississippi. The City Council finds that this amendatory ordinance does not violate any provision of the United States Constitution and laws. In the event that any court of competent jurisdiction finds that any provision of this amendatory ordinance is unconstitutional or invalid, the remainder shall stay in full force and effect.

SECTION 4. All ordinances, resolutions or orders in conflict herewith are repealed, effective thirty (30) days after passage of this amendment.

SECTION 5. This ordinance shall become effective on the thirtieth (30th) day following the adoption hereof. The City Council Clerk shall cause the ordinance to be published one (1) time in a local newspaper with a general circulation.

The foregoing ordinance was proposed in a motion by Council Member _____, seconded by Council Member _____, and after discussion, no council member having called for a reading, was brought to a vote as follows:

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

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 _____, 2015.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Buddy Palmer, President

ATTEST:

GLEND A MUSE,
Clerk of the Council

APPROVED:

Jason L. Shelton, Mayor

DATE

6.3

RESOLUTION

A RESOLUTION DECLARING AS SURPLUS CERTAIN REAL PROPERTY LOCATED AT 485 SOUTH THOMAS STREET, TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY PURSUANT TO SECTION 21-17-1 OF THE MISSISSIPPI CODE OF 1972

WHEREAS, the City of Tupelo, Mississippi, in a regularly scheduled meeting held on _____, 2015, accepted the donation of real property located at 485 South Thomas Street, Tupelo, Mississippi from its owner, U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR SASCO MORTGAGE LOAN TRUST 2006-GEL2, a National Association; and

WHEREAS, the real property has been abandoned and is blighted; and

WHEREAS, this real property has ceased to be used for municipal purposes and is not to be used in the operation of the municipality; and

WHEREAS, the sale of such property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality; and

WHEREAS, the use of such property for this purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, the Neighborhood Development Corporation is a bona-fide not-for-profit civic eleemosynary corporation organized and existing under the laws of the State of Mississippi and granted exempt status by the Internal Revenue Service; and

WHEREAS, the Neighborhood Development Corporation has requested the City of Tupelo, MS donate the real property to further the Neighborhood Development Corporation's efforts to develop, redevelop and improve areas of the city whose revitalization promotes and fosters the civic, social, educational, cultural, moral economic welfare of the City; and

WHEREAS, the purpose of this donation to the Neighborhood Development Corporation is to allow the Neighborhood Development Corporation to renovate and to utilize this real property as an asset to promote and foster its ongoing efforts to improve the civic, social, educational, cultural, moral economic welfare of the City;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI as follows:

Section 1: The prefatory paragraphs of this resolution are found to be true, correct, and accurate and are therefore incorporated herein.

Section 2: The City Council finds as follows:

- a. The real property has been abandoned and is blighted
- b. The real property has ceased to be used for municipal purposes and is not to be used in the operation of the municipality
- c. The sale of such property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality.
- d. The use of such property for this purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or; industrial welfare thereof.
- e. The Neighborhood Development Corporation is a bona-fide not-for-profit civic eleemosynary corporation organized and existing under the laws of the State of Mississippi and granted exempt status by the Internal Revenue Service.
- f. The purpose of this donation to the Neighborhood Development Corporation is to allow the Neighborhood Development Corporation to renovate and to utilize this real property as an asset to promote and foster its ongoing efforts to improve the civic, social, educational, cultural, moral economic welfare of the City.

Section 3: The Mayor and City Clerk are hereby authorized to execute a deed conveying the real property located at 485 South Thomas Street, Tupelo, Mississippi to the Neighborhood Development Corporation.

Section 4: The real property located at 485 South Thomas Street, Tupelo, Mississippi shall revert to the City of Tupelo, Mississippi if the purposes found above have not been fulfilled within a period of two (2) years from the date of conveyance.

Section 5: The City shall retain all mineral rights together with the right of ingress and egress to remove such minerals.

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

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

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2015.

CITY OF TUPELO, MISSISSIPPI

By: _____
BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

2.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 6, 2015

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

The invocation was led by Councilman Buddy Palmer, followed by the Pledge of Allegiance led by Councilman Mike Bryan.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Palmer 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 L. Bryan and a second by Councilman Whittington, the council voted unanimously of those present to confirm the agenda and agenda order amended as follows:

ADD: Proclamation in Recognition of "Fire Prevention Week"

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 for their years of service dedicated to the citizens of the City of Tupelo:

William Craig	Coliseum	20 years
Capt. David Riley	Tupelo Fire Department	30 years
Sgt. Jon Rooks	Tupelo Fire Department	10 years

IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made by Council Members:

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 6, 2015

Councilwoman Davis - Mentioned various festivals that had been held recently, and especially thanked all who had supported the "Community Forward Festival" which is an annual event at Gumtree Park. Good entertainment, food, fun and fellowship were enjoyed by a record crowd of Tupelo citizens.

Councilman Palmer - Recognized a personal friend who was in the audience, 1st Sgt. Bill Tallant. He, also, reminded everyone of the DogTrot Rockabilly event scheduled from 10 a.m. - 5 p.m. at the Oren Dunn Museum on Saturday, October 17, 2015.

IN THE MATTER OF PROCLAMATION IN RECOGNITION OF "FIRE PREVENTION WEEK"

Fire Chief Thomas Walker accepted a proclamation from Mayor Jason Shelton in recognition of "Fire Prevention Week" on October 4-10, 2015. Fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire. Working smoke alarms cut the risk of dying in home fires in half. Tupelo residents are urged to install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing. The proclamation further stated that safety activities and efforts of Tupelo's fire and emergency services should be supported by all citizens, especially during this special week set aside each year to remind everyone of the seriousness of home fires.

IN THE MATTER OF PRESENTATION TO BURLINGTON NORTHERN RAILROAD

Mayor Shelton presented a "Moving Tupelo Forward" plaque from the Development Services Department to the Burlington Northern Railroad for its generous donation of several days' use of heavy equipment and an operator to clean out a problem area along the railroad right-of-way near Frisco Alley. The undergrowth in this area had been a visual eyesore and a problem for law enforcement. The property owners in the area, also, cooperated with the city and railroad for this effort, which has been positively received by residents of Magazine and Church Streets. Several representatives from the railroad were present to accept this award from the city.

IN THE MATTER OF MAYOR'S REPORT

Following are excerpts from Mayor Shelton's report:

... Reiterated Councilwoman Davis' remarks regarding the many festivals and activities that had been held recently, including "Pigskins in the Park" which is a very successful "Quality of Life" event for the city and the "Community Forward Festival"

MUNICIPAL MINUTES, CITY OF TUPELO
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which had been held at Gumtree Park on the previous Saturday.

... Congratulated the Tupelo Parks and Recreation Department and the Convention and Visitors Bureau for having been recognized the past week at the State level by their respective state-wide organizations. Mayor Shelton said this speaks volumes for the quality of leaders we have in those departments and the hard work that they are doing.

... Reminded everyone of the Tupelo High School Homecoming this week with a parade Thursday afternoon and a pep rally at Fairpark.

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

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A LOT MOWING OF PROPERTIES

No one appeared to address this matter.

(President Palmer closed the Public Agenda and the City Council returned to the regular meeting.)

6. ACTION AGENDA

IN THE MATTER OF REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR LEGGETT & PLATT- COMPONENT CO. #0011

Upon a motion by Councilman M. Bryan and a second by Councilman Whittington, the council voted unanimously of those present to approve a Final Resolution of the City Council for the City of Tupelo, Mississippi, Granting Exemption from Ad valorem Taxes to Leggett & Platt- Component Co., #0011, except State and School District ad valorem taxes, for a period of nine (9) years beginning on the 1st day of January 2016 and ending the 31st day of December, 2024, with a total true value of \$29,281. The City Council had originally approved a resolution granting this exemption, and the Department of Revenue, Office of Property Tax, Exemptions & Public Utilities Bureau, State of Mississippi, has reviewed the same and certifies by letter dated September 15, 2015, that this company is eligible for the ad valorem tax exemption. An executed copy of this Final Resolution is attached to these minutes and incorporated

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herein as **APPENDIX A.**

IN THE MATTER OF REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR LEGGETT & PLATT- COMPONENT CO. #0341

Under the same motion by Councilman M. Bryan and second by Councilman Whittington, the council voted unanimously of those present to approve a Final Resolution of the City Council for the City of Tupelo, Mississippi, Granting Exemption from Ad valorem Taxes to Leggett & Platt - Component Co., #0341, except State and School District ad valorem taxes, for a period of nine (9) years beginning on the 1st day of January 2016, and ending the 31st day of December, 2024, with a total true value of \$244,277. The City Council had originally approved a resolution granting this exemption, and the Department of Revenue, Office of Property Tax, Exemptions & Public Utilities Bureau, State of Mississippi, has reviewed the same and certifies by letter dated September 15, 2015, that this company is eligible for the ad valorem tax exemption. An executed copy of this Final Resolution is attached to these minutes and incorporated herein as **APPENDIX B.**

IN THE MATTER OF REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR LEGGETT & PLATT- COMPONENT CO. #4201

Under the same motion by Councilman M. Bryan and second by Councilman Whittington, the council voted unanimously of those present to approve a Final Resolution of the City Council for the City of Tupelo, Mississippi, Granting Exemption from Ad valorem Taxes to Leggett & Platt- Component Co., #4201, except State and School District ad valorem taxes, for a period of ten (10) years beginning on the 1st day of January 2015, and ending the 31st day of December, 2024, with a total true value of \$1,245,350. The City Council had originally approved a resolution granting this exemption, and the Department of Revenue, Office of Property Tax, Exemptions & Public Utilities Bureau, State of Mississippi, has reviewed the same and certifies by letter dated September 15, 2015, that this company is eligible for the ad valorem tax exemption. An executed copy of this Final Resolution is attached to these minutes and incorporated herein as **APPENDIX C.**

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IN THE MATTER OF REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR BMW OF NEW ALBANY, LLC

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously of those present to approve a Final Resolution of the City Council for the City of Tupelo, Mississippi, Granting Exemption from Ad valorem Taxes to BMW of New Albany, LLC, except State and School District ad valorem taxes, for a period of ten years beginning on the 1st day of January 2015, and ending the 31st day of December, 2024, with a total true value of \$526,233. The City Council had originally approved a resolution granting this exemption, and the Department of Revenue, Office of Property Tax, Exemptions & Public Utilities Bureau, State of Mississippi, has reviewed the same and certifies by letter dated September 15, 2015, that this company is eligible for the ad valorem tax exemption. An executed copy of this Final Resolution is attached to these minutes and incorporated herein as **APPENDIX D.**

IN THE MATTER OF REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR PRECISION MACHINE & METAL FABRICATION, INC.

Upon a motion by Councilman Beard and a second by Councilman L. Bryan, the council voted unanimously of those present to approve a Final Resolution of the City of Tupelo for the City of Tupelo, Mississippi, Granting Exemption from Ad valorem Taxes to Precision Machine & Metal Fabrication, Inc., except State and School District ad valorem taxes, for a period of ten (10) years, beginning on the 1st day of January, 2015, and ending the 31st day of December, 2024, with a total true value of \$1,776,147. The City Council had originally approved a resolution granting this exemption, and the Department of Revenue, Office of Property Tax, Exemptions & Public Utilities Bureau, State of Mississippi, has reviewed the same and certifies by letter dated September 15, 2015, that this company is eligible for the ad valorem tax exemption. An executed copy of this Final Resolution is attached to these minutes and incorporated herein as **APPENDIX E.**

IN THE MATTER OF REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR COOPER TIRE & RUBBER COMPANY

Upon a motion by Councilman M. Bryan and a second by Councilman Whittington, the council voted unanimously of those present to approve a Final Resolution of the City of Tupelo, Mississippi, Granting Exemption from Ad valorem Taxes to Cooper Tire & Rubber Company, except State and School District ad valorem taxes, for a period of ten (10) years, beginning on the 1st day of January, 2015, and ending the 31st day of December, 2024, with a total true value of \$44,971,291. The City

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Council had originally approved a resolution granting this exemption, and the Department of Revenue, Office of Property Tax, Exemptions & Public Utilities Bureau, State of Mississippi, has reviewed the same and certifies by letter dated September 15, 2015, that this company is eligible for the ad valorem tax exemption. An executed copy of this Final Resolution is attached to these minutes and incorporated herein as **APPENDIX F.**

IN THE MATTER OF REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM TAX EXEMPTION FOR HAWKEYE INDUSTRIES, INC.

Upon a motion by Councilwoman Davis and a second by Councilman Beard, the council voted unanimously of those present to approve a Final Resolution of the City of Tupelo, Mississippi, Granting Exemption from Ad valorem Taxes to Hawkeye Industries, Inc., except State and School District ad valorem taxes, for a period often (10) years beginning on the 1st day of January 2015, and ending the 31st day of December, 2024, with a total true value of \$418,698. The City Council had originally approved a resolution granting this exemption, and the Department of Revenue, Office of Property Tax, Exemptions & Public Utilities Bureau, State of Mississippi, has reviewed the same and certifies by letter dated September 15, 2015, that this company is eligible for the ad valorem tax exemption. An executed copy of this Final Resolution is attached to these minutes and incorporated herein as **APPENDIX G.**

7. ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE MINUTES OF REGULAR CITY COUNCIL MEETING OF TUESDAY, SEPTEMBER 15, 2015

Councilman L. Bryan moved to approve the minutes of the regular City Council meeting of Tuesday, September 15, 2015, and the motion was seconded by Councilman Whittington. Upon advice of City Attorney, Councilman Bryan amended the motion to change heading of one item contained in these minutes as follows:

"IN THE MATTER OF REVIEW/APPROVE RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY"

TO READ:

"IN THE MATTER OF REVIEW/APPROVE ADJUDICATING PROPERTY AT 1016 TAFT STREET IN SUCH A STATE OF UNCLEANNESS OR DEMISE AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY"

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The amendment was seconded by Councilwoman Davis and unanimously approved by a vote of council members present. Vote was then called on original motion which was approved, as amended, by a vote of council members present.

IN THE MATTER OF REVIEW/PAY BILLS

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

Check Nos. 319225 through 319844 (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 MUNICIPAL COMPLIANCE QUESTIONNAIRE

Councilman M. Bryan moved to approve the Municipal Compliance Questionnaire as submitted by City Clerk Kirn Hanna. The period of time covered by this questionnaire is 10/01/14 to 09/30/15. The motion was seconded by Councilman Whittington and unanimously approved by a vote of those present. A copy of this document is attached to these minutes as **APPENDIX H**.

IN THE MATTER OF REVIEW/ACCEPT JUSTICE ASSISTANCE GRANT FUNDING

By memorandum dated September 30, 2015, Teni Blizzard, Grant Administrator, notified the Tupelo City Council and Mayor Shelton of a 2015 Grant Assistance award in the amount of \$14,332, and requesting the acceptance of the same so that it may be activated with the Department of Justice. The grant will be shared by the Tupelo Police Department and the Lee County Sheriffs Office and will be used to purchase body cameras for the Police Department and tactical communications headsets for the Sheriffs Office. The City of Tupelo is the designated administrator for the grant this year, so all purchasing will be handled through the Tupelo Police Department. Equipment purchased on behalf of the Lee County Sheriffs Office will be turned over to that office as surplus.

Upon a motion by Councilwoman Davis and a second by Councilman Beard, the council voted unanimously of those present to accept this 2015 Justice Assistance Grant in the amount of \$14,332 to be used for purposes set forth above. A copy of the

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acceptance document is attached to these minutes as APPENDIX I.

IN THE MATTER OF REVIEW/APPROVE LAND AND WATER
CONSERVATION FUND GRANT FUNDING FOR THERON NICHOLS SPLASH
PAD

By memorandum dated October 1, 2015, Terri Blizzard, Grant Administrator, submitted a project agreement from the Department of Wildlife, Fisheries, and Parks for the Theron Nichols Park splash pad project. Under this agreement the City of Tupelo will receive \$150,000 in grant funding from the Land and Water Conservation Fund.

The City's required match for the project is \$150,000. However, the preliminary estimate prepared by Pryor & Morrow placed the total project cost at \$551,556, the amount shown in the proposed agreement. Ms. Blizzard requests the approval of the Land and Water Conservation Fund agreement so that the project may move forward.

Upon a motion by Councilman Beard and a second by Councilman L. Bryan, the council voted unanimously of those present to approve this agreement, a copy being attached to these minutes and made a part hereof as APPENDIX J.

IN THE MATTER OF REVIEW/APPROVE GRANT FUNDING FROM
MISSISSIPPI DEPARTMENT OF ARCHIVES FOR SPAIN HOUSE

According to memorandum dated October 1, 2015, to the Mayor and City Council, the Mississippi Department of Archives and History has awarded a Mississippi Community Heritage Preservation grant to the Tupelo Historic Preservation Society to be used for additional work on the Spain House. Upon a motion by Councilman Whittington, seconded by Councilwoman Davis, the council voted unanimously of those present that the City of Tupelo accept this grant on behalf of the Tupelo Historic Preservation Society to be passed through to that organization. There are no matching funds or other obligations for the City of Tupelo.

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

Councilman Beard moved to approve a listing of lot mowings dated October 6, 2015, which had been submitted by the Department of Development Services as being in such a state of uncleanliness as to be a menace to public health, safety and welfare of the community, thereby authorizing the department to proceed with the mowing of these properties. The motion was seconded by Councilman Whittington and unanimously passed by a vote of those present. A public hearing had been held earlier in this council meeting with no one appearing to address the properties listed. A copy of the listing is

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attached to these minutes as **APPENDIX K.**

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

Councilman L. Bryan moved to accept the minutes of the Planning Committee meeting of September 14, 2015, and the motion was seconded by Councilman Whittington. After discussion, Councilman L. Bryan moved to table Items TA15-05 and VAR 15-03. The motion was seconded by Councilwoman Davis and unanimously approved by a vote of those present. Vote was then taken on the original motion to accept the minutes with the exception of the two tabled items. The vote was unanimous of those present. A copy of the minutes is attached hereto as **APPENDIX L.**

IN THE MATTER OF REVIEW/APPROVE LEE COUNTY COMMUNICATIONS MEMORANDUM OF UNDERSTANDING FOR MUNICIPALITY OF TUPELO AND THE PUBLIC SAFETY AGENCY DISPATCH (E911)

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously of those present to approve a Lee County Communications Memorandum of Understanding for the Municipality of Tupelo and the Public Safety Agency Dispatch (E911) providing for continued support by the city of that agency's dispatch services. The new annual contribution by the city to the Lee County Communications Center (E911) will be in the amount of \$183,678.00, beginning October 1, 2015. An executed copy of the MOU is attached to these minutes and made a part hereof as **APPENDIX M.**

IN THE MATTER OF REVIEW/APPROVE RESOLUTION OF SURPLUS PROPERTY BY TUPELO POLICE DEPARTMENT

Upon a motion by Councilman Beard and a second by Councilman Whittington, the council voted unanimously of those present to approve a Resolution of Declaration of Surplus property (host city for the North Mississippi Narcotics Unit). The Department has in its possession vehicles seized and forfeited to the NMNU and/or City of Tupelo and equipment purchased with NMNU funds. The vehicles/items have been determined to have no value or useful life remaining to the unit. Approval of the Resolution declaring the vehicles and items contained on the list as surplus will authorize the disposal of said items in accordance with State statute. An executed copy of the resolution together with a list of surplus items is attached to these minutes and incorporated herein as **APPENDIX N.**

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**IN THE MATTER OF REVIEW/APPROVE REQUEST TO SURPLUS
EQUIPMENT BY THE TUPELO PARKS AND RECREATION DEPARTMENT**

Alex Famed, Director of the Tupelo Parks and Recreation Department, had submitted a request to the Mayor and City Council that the Department be allowed to surplus the following power washer and return it to the vendor from which it was purchased for credit towards a new one:

2647 Pressure Washer, Portable-14459 HS*-3504-3MGH/150446955
PR Parks & Recreation Dept. - Joyner Shop- 05/14/08 - \$5,785.00

Upon a motion by Councilman L. Bryan and a second by Councilman Beard, the council voted unanimously of those present to approve this request to surplus the above described item and return to vendor for credit.

**IN THE MATTER OF REVIEW/APPROVE CHANGE ORDER NO. 2 FOR
TUPELO WASTEWATER TREATMENT PLANT - NUTRIENT REMOVAL**

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously of those present to approve the following change order as recommended by Johnny Timmons, Manager, Tupelo Water and Light Department:

Tupelo Wastewater Treatment Plant - Nutrient Removal - Change Order No. 2 - This change order adds \$114,000.00 to the contract amount for paving of the parking lot. The revised contract amount now stands at \$2,282,330.00. Mr. Timmons states he has reviewed the change order and finds it to be correct. A copy is attached to these minutes as **APPENDIX O**.

**IN THE MATTER OF REVIEW/RATIFY CONTRACT BETWEEN TUPELO
WATER & LIGHT DEPARTMENT AND UTILITY ONLINE EXCHANGE
(COLLECTION OFFICE)**

On July 21, 2015, the City Council had authorized Tupelo Water & Light Department to enter into a Subscriber Service Agreement with ONLINE Utility Exchange to provide certain services for the Water & Light Collection Office. All terms and conditions of the agreement have now been finalized between the two parties and the agreement is before the City Council for ratification. Upon a motion by Councilman Whittington, seconded by Councilman L. Bryan, the council voted unanimously of those present to ratify the Subscriber Service Agreement between the Tupelo Water & Light Department and ONLINE Utility Exchange, an executed copy being attached to these minutes as **APPENDIX P**.

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IN THE MATTER OF REVIEW/RATIFY MEMORANDUM OF AGREEMENT BETWEEN CITY OF TUPELO AND TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT FOR NATURAL RESOURCES CONSERVATION SERVICE (NRCS)

On September 1, 2015, the City Council approved a Resolution Authorizing Mayor to Enter into Memorandum of Agreement between the City of Tupelo, Mississippi and Tombigbee River Valley Water Management District Contracting for Drainage Cleaning and Clearing, both parties being authorized by statute to enter into such an agreement. The parties have negotiated and finalized the terms of the MOA, and the same has been brought back before the City Council for ratification. Upon a motion by Councilman M. Bryan, seconded by Councilman Beard, the council voted unanimously of those present to ratify the Memorandum of Agreement between the City of Tupelo, Mississippi, and Tombigbee River Valley Water Management District. A copy of this document is attached to these minutes and incorporated herein as APPENDIX Q.

IN THE MATTER OF REVIEW/RATIFY NETWORK FLEET PILOT PROGRAM CONTRACT WITH VZW (VERIZON)

On July 21, 2015, the City Council authorized the Tupelo Public Works Department to enter into a Network Fleet Pilot Program Contract with VZW (Verizon). The main user of the Fleet Website will be the Tupelo Public Works Department with the duration of the pilot program being sixty (60) days. All conditions of this pilot program contract have been agreed up and finalized by both parties and it is before the City Council for ratification. Upon a motion by Councilman Whittington, seconded by Councilman Beard, the council voted unanimously of those present to ratify the Network Fleet Pilot Program Contract with VZW (Verizon), a copy being attached hereto as APPENDIX R.

8 . STUDY AGENDA

IN THE MATTER OF REVIEW/DISCUSS REQUEST TO SURPLUS AND DONATE PROPERTY AT 485 SOUTH THOMAS STREET

At the request of Council Members Davis and M. Bryan, this item will be moved to the October 20, 2015 agenda.

IN THE MATTER OF REVIEW/DISCUSS REZONING OF TWO PARCELS ON SOUTH GLOSTER STREET

At the request of Council Members M. Bryan and Whittington, this item will be moved to the October 20, 2015 agenda.

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9. EXECUTIVE SESSION

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

Upon advice of Legal Counsel, upon a motion by Councilman Beard, seconded by Councilwoman Davis, the council voted unanimously of those present to go into executive session to discuss (1) Pending Legal Claim; and (2) Employee Grievance.

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

10. RECESS OF REGULAR MEETING

Upon a motion by Councilman Beard, seconded by Councilman M. Bryan, the council voted unanimously of those present to recess the regular meeting to Monday, October 12, 2015, at 4:00 p.m.

ATTEST:

CLERK OF THE COUNCIL

PRESIDENT

APPROVED:

MAYOR

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
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Be it remembered that the recessed meeting of October 6, 2015, of the Tupelo City Council was held in Council Chambers at the City Hall Building on Monday, October 12, 2015, at 4:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan and Glenda Muse, Clerk of the Council.

IN THE MATTER OF CALLING THE RECESSED MEETING TO ORDER

President Palmer called the recessed meeting to order at 4:00 p.m.

IN THE MATTER OF AMENDMENT OF AGENDA

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously to add the following item to the Routine Agenda:

REVIEW/APPROVE OUT-OF-COUNTRY TRAVEL REQUEST

Upon a motion by Councilman L. Bryan, seconded by Councilman M. Bryan, the council voted unanimously to approve request from Neal McCoy, Executive Director of the Tupelo Convention and Visitors Bureau, for approval of international travel for Jennie Bradford Curlee, Mayor Jason Shelton and Neal McCoy for November 2015. The Mississippi Development Authority Division of Tourism and the Memphis Convention and Visitors Bureau have extended an invitation to Tupelo to participate in an international sales mission to the United Kingdom. The mission will include a combination of tour operator sales calls, media appointments, reservation staff training plus retail agent training throughout London. This is a collaborative effort between the Memphis and Mississippi Tourism Partnership.

IN THE MATTER OF EXECUTIVE SESSION

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

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously to go into executive session for discussion of economic development plan upon advice of legal counsel.

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OCTOBER 12, 2015

Upon a motion by Councilman Jennings and a second by Councilman Whittington, the council voted unanimously to come out of executive session and return to recessed meeting with no action to be taken in open session.

IN THE MATTER OF ADJOURNMENT

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to adjourn the meeting at 4:30 p.m.

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

APPROVED:

MAYOR

2.3

City of Tupelo

Memo

To: City Council
From: Mayor Jason Shelton
Date: October 14, 2015
Topic: Appointment for Water District Board

It is my recommendation that George M. Taylor be considered for appointment to the Water District Board. Please consider this nomination.

Thank you,

Jason Shelton

GEORGE M. TAYLOR

PERMANENT ADDRESS
1415 MITTS DRIVE
TUPELO, MS 38801
(662) 842-8119

EDUCATION: MISSISSIPPI STATE UNIVERSITY
BS DEGREE-MAJOR IN ACCOUNTING 1962
DISTINGUISHED MILITARY GRADUATE
ROTC, COMMISSIONED 2ND LT. IN US AIR FORCE

MILITARY SERVICE: U. S. AIR FORCE
1962- 1965
HEADQUARTERS, STRATEGIC AIR COMMAND
OFFUTT AFB, OMAHA, NB
MISSILE TRAJECTORY OFFICER

WORK EXPERIENCE: CENTRAL SERVICE ASSOCIATION
TUPELO, MS
1965-1971
SYSTEMS ANALYST

SAVINGS & LOAN INDUSTRY
TUPELO, MS
1971 -1979
PRESIDENT & GENERAL MANAGER

REED MANUFACTURING CO., INC.
TUPELO, MS
1979-2010
VICE-PRESIDENT, FINANCE
2010 - PRESENT
CORPORATE SECRETARY & DIRECTOR

CHURCH: CALVARY BAPTIST CHURCH
DEACON

ORGANIZATIONS: TUPELO CITY COUNCIL
1997 -2005

TUPELO HOUSING AUTHORITY
BOARD OF COMMISSIONERS

NEIGHBORHOOD DEVELOPMENT CORPORATION
TREASURER

GOOD SAMARITAN FREE CLINIC
BOARD OF DIRECTORS - CHAIRMAN

MISSISSIPPI MANUFACTURERS ASSOCIATION
1-YEAR COMMITTEE - PAST CHAIRMAN
MEMBER, IDMAN

POLITICAL ACTION COMMITTEE- DIRECTOR

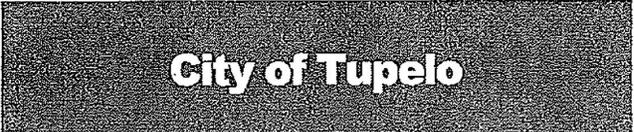
TUPELO KIWANIS CLUB
PAST PRESIDENT

UNITED WAY OF NORTH MISSISSIPPI
PAST PRESIDENT

MARRIED, 2 CHILDREN, 6 GRANDCHILDREN

FAMILY:

7.4



Memo

To: City Council
From: [Your Name]
Date: October 14, 2015
Re: Airport Board

Please accept this recommendation to appoint Jim Newman to the Airport Authority Board.

Thank you,

Jason L Shelton

! " ;)

**City of Tupelo
 Fy 2016 Budget Revision #1**

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2016 Budget as follows:

	Original Budget	Amendment	Amended Budget
<u>General Fund Revenues</u>			
Local Taxes	6,894,868		6,894,868
Licenses & Permits	935,000		935,000
Intergovernmental Revenues	23,618,000	22,332	23,640,332
Charges for Services	742,000		742,000
Fines & Forfeits	1,300,000		1,300,000
Interest Income & Misc. Revenues	337,700	40,065	377,765
Other Financing Resources	81,550		81,550
Unreserved Fund Balance	-	-	-
Total General Fund Revenues	33,909,118	62,397	33,971,515

Purpose: To budget the carry over of the Homeland Security Grant to be used by the Fire Dept (8,000).
 To budget for the Justice Assistance Grant awarded to the Police Dept. (14,332)
 To budget for a donation from the Tupelo Sport Council for equipment to be purchase by the Parks & Rec Dept. (40,065)

Expenditures:

<u>City Council</u>			
Personnel	242,269		242,269
Supplies	5,000		5,000
Other Services & Charges	213,150		213,150
Capital	-	-	-
Total City Council	460,419	-	460,419

Purpose:

<u>Executive Dept</u>			
Personnel	615,183		615,183
Supplies	26,100		26,100
Other Services & Charges	329,850		329,850
Capital	1,500		1,500
Total Executive Dept.	972,633	-	972,633

Purpose:

<u>City Court</u>			
Personnel	670,562		670,562
Supplies	21,200		21,200
Other Services & Charges	111,084		111,084
Capital	2,500		2,500
Total City Court	805,346	-	805,346

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	739,923		739,923
Supplies	17,675		17,675
Other Services & Charges	327,316		327,316
Capital	96,350	-	96,350
Total Budget & Accounting	1,181,264	-	1,181,264

Purpose:

<u>Personnel Dept.</u>			
Personnel	249,253		249,253
Supplies	4,600		4,600
Other Services & Charges	30,944		30,944
Capital	-	-	-
Total Personnel Dept.	284,797	-	284,797

Purpose:

<u>Development Services</u>			
Personnel	1,213,111	-	1,213,111
Supplies	40,500		40,500
Other Services & Charges	65,591		65,591
Capital	2,000	-	2,000
Total Development Services	1,321,202	-	1,321,202

Purpose:

<u>Police Dept</u>			
Personnel	7,398,271		7,398,271
Supplies	704,600		704,600
Other Services & Charges	1,616,173		1,616,173
Capital	82,230	14,332	96,562
Total Police Dept.	9,801,274	14,332	9,815,606

Purpose: To budget for capital expenses under the 2015 Justice Assistance Grant.

<u>Fire Dept</u>			
Personnel	5,348,237		5,348,237
Supplies	246,000		246,000
Other Services & Charges	287,128	8,000	295,128
Capital	-	-	-
Total Fire Dept.	5,881,365	8,000	5,889,365

Purpose: To budget the carryover of the 2015 awarded Homeland Security grant to be used by the task force for satellite phone expenses.

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	2,985,351		2,985,351
Supplies	431,600		431,600
Other Services & Charges	2,026,276		2,026,276
Capital	<u>15,000</u>	-	<u>15,000</u>
Total Public Works	<u>5,458,227</u>	-	<u>5,458,227</u>
Purpose:			
<u>Parks & Recreation</u>			
Personnel	1,637,907		1,637,907
Supplies	418,000		418,000
Other Services & Charges	926,654		926,654
Capital	<u>10,000</u>	<u>40,065</u>	<u>50,065</u>
Total Parks & Rec	<u>2,992,561</u>	<u>40,065</u>	<u>3,032,626</u>
Purpose:			
<u>Aquatics Facility</u>			
Personnel	389,605		389,605
Supplies	121,000		121,000
Other Services & Charges	332,500		332,500
Capital	<u>5,000</u>	-	<u>5,000</u>
Total Aquatics Facility	<u>848,105</u>	-	<u>848,105</u>
Purpose:			
<u>Museum</u>			
Personnel	111,644		111,644
Supplies	11,000		11,000
other Services & Charges	39,850		39,850
Capital	<u>-</u>	-	<u>-</u>
Total Museum	<u>162,494</u>	-	<u>162,494</u>
Purpose:			
Community Services	<u>981,428</u>	-	<u>981,428</u>
Purpose:			
Debt Service	<u>259,650</u>	-	<u>259,650</u>
Other Financing Uses	<u>2,498,353</u>	-	<u>2,498,353</u>
Total General Fund Expenditures	<u>33,909,118</u>	<u>62,397</u>	<u>33,971,515</u>

Voting

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

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk

7.6

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #16232

DABBS, SHARON

OWHER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DABBS, SHARON (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DABBS, SHARON
Address of Owner: 1102 EVELYN DRIVE, TUPELO, MISSISSIPPI 38801
Parcel Number: I06C-13-036-00
Address of Violation: 1102 EVELYN DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on September 15, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ____ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #15938

BOUTIN, KEVIN

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1 Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to BOUTIN, KEVIN (Owner on October 14, 2015) of the property described herein below to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: BOUTIN, KEVIN
Address of Owner: POST OFFICE BOX 3592, TUPELO, MISSISSIPPI 38803
Parcel Number: 0778-25-004-00
Address of Violation: 1108JOYNER AVENUE

2 The hearing was held before the Mayor and City Council of the City of Tupelo on September 1, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3 Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4 The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5 The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6 The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the Owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ___ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

-Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #15937

BOUTIN, KEVIN

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to BOUTIN, KEVIN (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: BOUTIN, KEVIN
Address of Owner: POST OFFICE BOX 3592, TUPELO, MISSISSIPPI 38803
Parcel Number: 076Q-24-007-00
Address of Violation: 1805 TRACE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on September 1, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ___ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____ =
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS,

CASE NO. #15913

SPARKS, MARY

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1 Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to SPARKS, MARY (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SPARKS, MARY
Address of Owner: 506 EXCHANGE, TUPELO, MISSISSIPPI 38801
Parcel Number: 0771,-36-046-00
Address of Violation: 506 EXCHANGE

2 The hearing was held before the Mayor and City Council of the City of Tupelo on September 1, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3 Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4 The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5 The assessment will be emolled as judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6 The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ___ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #15883

HAMILTON, BRENDA J

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1 Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to HAMILTON, BRENDA J (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and-welfare of the community. The property at issue is described as follows:

Property Owner: HAMILTON, BRENDA J
Address of Owner: 329 ELM STREET, TUPELO, MISSISSIPPI 38804
Parcel Number: O??Q-36-245-00
Address of Violation: 304 HANCOCK STREET

2 The hearing was held before the Mayor and City Council of the City of Tupelo on August 18, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3 Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4 The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5 The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6 The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WBEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ___ day of _____, 2015,

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #14830

WITHERSPOON, CHARLEY J

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WITHERSPOON, CHARLEY J (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WITHERSPOON, CHARLEY J
Address of Owner: 504 NORIB THOMAS STREET, TUPELO, MISSISSIPPI 38801
Parcel Number: 105D-15-059-00
Address of Violation: 404 BEASLEY DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 18, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be emolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

VIHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ___ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date.

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #14822

PLUMBING SERVICES, INC

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

L Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to PLUMBING SERVICES, INC (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: PLUMBING SERVICES, INC.
Address of Owner: 539 SOUTH GREEN STREET, TUPELO, MISSISSIPPI 38804
Parcel Number: 089P-31-200-00
Address of Violation: 494 SOUTH GREEN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 18, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutm' notice of this bearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ____ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: - -
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #14811

GRAVES, TERRY W & MARLA J

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to GRAVES, TERRY W & MARLA J (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: GRAVES, TERRY W & MARLA J
Address of Owner: 1212 QUEENSGATE DRIVE, TUPELO, MISSISSIPPI 38801
Parcel Number: IOJC-01-019-00
Address of Violation: 1212 QUEENSGATE DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 18, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ____ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: BUDDY PALMER, Council President

ATTEST,

GLEND A MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #14802

BOUTIN, KEVIN

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to BOUTIN, KEVIN (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: BOUTIN, KEVIN
Address of Owner: POST OFFICE BOX 3592, TUPELO, MISSISSIPPI 38803
Parcel Number: 089J-31-200-00
Address of Violation: 1002 BLAIR STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 18, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ___ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #14593

SYMBIOTIC PARTNERS LLC

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1 Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to SYMBIOTIC PARTNERS LLC (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SYMBIOTIC PARTNERS LLC
Address of Owner: 4905 POPLAR SPRINGS DRIVE, SIBTE B, MERIDIAN, MS 39305
Parcel Number: 089K-3I-002-00
Address of Violation: 508 NORIB MADISON STREET

2 The hearing was held before the Mayor and City Council of the City of Tupelo on July 21, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3 Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4 The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5 The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6 The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ___ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE Nb. #14311

ST JAMES MASONIC LODGE #81

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to ST JAMES MASONIC LODGE #81 (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: ST JAMES MASONIC LODGE #81
Address of Owner: POST OFFICE BOX 8, TUPELO, MISSISSIPPI 38802
Parcel Number: 089F-3-235-00
Address of Violation: VACANT LOT MCVILLWYSS STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 7, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

VIHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #16109

JENKINS, JAMES P JR & SUSAN

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1 Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to JENKINS, JAMES P JR & SUSAN (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: JENKINS, JAMES P JR & SUSAN
Address of Owner: 205 NEMIBY DRIVE, TUPELO, MISSISSIPPI 38801
Parcel Number: 077P-35-1 10-00
Address of Violation: 205 NANNEY DRIVE

2 The hearing was held before the Mayor and City Council of the City of Tupelo on September 15, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3 Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4 The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be 5,300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5 The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6 The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ____ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: BUDDY PALMER, Council President

ATTEST:

GLEND A MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #15962

MAULDIN, TOMMY & DOROTHY

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to MAULDIN, TOMMY & DOROTHY (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MAULDIN, TOMMY & DOROTHY
Address of Owner: 511 RUTLAND ORNE, TUPELO, MISSISSIPPI 38804
Parcel Number: 088P-33-085-00
Address of Violation: 511 RUTLAND DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on September 1, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

VIHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ____ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY, _____
BUDDY PALMER, Council President

ATTEST,

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #16086

RICHARDSON, M:EGAN

OWNER

RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to RICHARDSON, MEGAN (Owner on October 14, 2015) of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: RICHARDSON, MEGAN
Address of Owner: POST OFFICE BOX 78, RED BANKS, MISSISSIPPI 38661
Parcel Number: IOSD-15-035-00
Address of Violation: VACANT LOT MOORE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on September 15, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on October 20, 2015, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the circuit clerk.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, may be appealed in the same manner as other appeals from municipal court.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the ___ day of _____, 2015.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
SHERYL PALMER, Clerk

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

#9.9



Tupelo Major Thoroughfare Program
Minutes
August 10, 2015

Members present: Hudson Bryan, Eddie Carnathan, Bill Cleveland, C W Jackson, Ernie Joyner, Greg Pirkle, Theodore Roach, Drew Robertson, Kay Trapp, Betty Wood

Members not present: Ken Burton, Jeffery Gladney, Gunner Goad, Stuart Johnson, J D Moore, Jamie Osbirn, Wesley Webb

Others in attendance: John Crawley, Thomas Beard, Don Lewis, Kim Hanna, Ben Logan, Chuck Williams, Johnny Timmons, John White, Dustin Dabbs

Meeting was called to order by Chairman Greg Pirkle.

Mr. Pirkle asked the Committee to review and approve the minutes of the July 13, 2015, Major Thoroughfare Program meeting. With no discussion, minutes were approved unanimously.

Kim Hanna presented the Major Thoroughfare Phase V Budget Report for the period ending July 31, 2015. Beginning cash balance was \$2,674,578. Revenue from Property Tax Exemption and Interest Earned totaled \$85,611. Actual expenditures totaled \$261,821 with payments to personnel cost of \$6,924, Key Construction on East Main Project in the amount of \$119,279, and final payout on South Gloster project in the amount of \$135,618. Ending cash balance was \$2,498,368.

John Crawley gave updates on the current projects.

SOUTH GLOSTER STREET

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

NATCHEZ TRACE BRIDGE

Awaiting replacement of dead landscaping items and repair/replanting of some grass slope areas. Work will be done at Contractor's expense.

EAST MAIN STREET (GREEN STREET TO VETERANS)

Contractor is currently working on removal of south side of Mud Creek bridge. Contractor is continuing installation of new street lighting and construction of sidewalk. Work is progressing on the downtown sidewalk section. Storm drainage items have been installed

and contractor is currently working on sidewalk areas on north side of Main between Broadway and Spring Street. Contractor has completed the deck slab on the north side of the relief bridge between Town Creek and Mud Creek (sidewalk and rail remain to be completed). Work has begun on the roadway widening on the south side of Main Street in the month of July) the Contractor was 47% complete after using 48% of the contract time.

THOMAS STREET / HWY 6 INTERCHANGE

Deeds have been obtained from City Attorney and preliminary contact with one property owner has been made.

NEW BUSINESS

Discussion was brought forth on the recommendations of the Transportation Plan presented by Dustin Dabbs of Civil-Link. Mr. Dabbs answered questions from the Committee about project areas, prioritization, and language in the plan. The Plan presents a broader view of transportation recommendations beyond five-lane thoroughfares. The Plan takes into consideration all types of transportation and areas beyond the major thoroughfare streets. Items discussed included more North/South connections, infrastructure needs, maintenance, signalization, Barnes Crossing and the Mall area, Cliff Gookin at Tupelo High School, Eason Blvd at ICC Campus, and N Veterans Memorial Blvd.

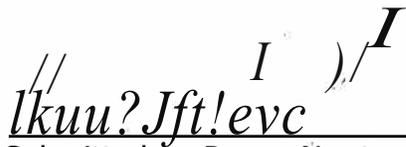
Mr. Pirkle asked if the Committee was read to make recommendations to the City Council. Ms. Wood asked for another month for the Committee to review and discuss options. Mr. Pirkle stated the Committee needs to have the recommendations to City Council by January 2016.

Vote on recommendations planned for regular meeting on September 14, 2015. Members were asked to call Dustin Dabbs or Ernie Joyner with any questions concerning the Plan.

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



Chairman Greg Pirkle



Submitted by Renee Newton

#A.1P

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Routine Agenda: Planning Committee minutes
Date: October 13, 2015

Attached are the minutes of the Planning Committee meeting of October 5, 2015.

- **FLEXIS-05** - Flexibility Zoning Review from Becky Weatherford on behalf of The Talbot House, a proposed sober living home, to locate at 2794 Boatner Drive in the old Gardner Simmons Foster Care Home.

Approved

- **West Jackson Overlay District Master Plan**

Approved

- **MSUBIS-02** - The Neighborhood Development Corporation is submitting the first phase of the Jackson Street Revitalization Project. This major subdivision is West Jackson Street Phase 1A.

Approved

TUPELO PLANNING COMMITTEE

October 5, 2015

CALL TO ORDER

Chairwoman Margaret Ann Kennedy called the meeting to order. Mr. Hildenbrand provided the invocation and Mr. Davis the Pledge of Allegiance. Members present were Mr. Jim Goodwin, Ms. Margaret Ann Kennedy, Ms. Doris Jean Pittman, Mr. Rud Robison, Mr. Bill Smith, and Mr. Scott Davis. Staff present were Pat Falkner and Marilyn Vail.

REVIEW OF SEPTEMBER MINUTES

The minutes were approved, on a motion by Mr. Goodwin and a second by Mr. Smith.

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the minutes from September 14 would be on the City Council agenda October 6.

NEW BUSINESS

Flex 15-05. Application from Becky Weatherford, Executive Director of Talbot House, for Flexible Use review to re-establish a non-conforming use. The proposed use is a Congregate Living 3, to be located in the facility formerly occupied by the Gardner-Simmons group home.

Mrs. Kennedy read the memo on this item into the minutes as follows:

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

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

Found: The road was built as an industrial access but the area has no large traffic-generating tenants.

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

Found: The property is essentially isolated from traffic and from other residential properties. The structure was planned and built to be occupied by a comparable number of people to what is proposed.

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

Found: Again, the proposed use will be similar in service needs to what the structure was built for.

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

Found: A residential property will typically have no negative impacts on non-residential properties which is what the surrounding uses are.

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

Found: Patterns of use will be comparable to those that were present when the Gardner Simmons home was in operation.

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

Found: no net change to runoff or drainage.

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

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

The property is owned by the board of Sanctuary Hospice House, conveyed to them as a revenue producing property. Because of the nature and location of the building, it would be extremely difficult to find a tenant other than one

providing a congregate living service like the applicant. The proposed facility puts the building back into active use and will provide revenue for the Sanctuary Hospice House program.

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

Several residential neighborhoods have experienced the unplanned location of congregate living facilities in areas of single family occupation. In some cases these facilities are not physically suited for congregate living, and in others the presence of a higher than usual number of adults present complications for fire protection. These issues create conflict with the residential character of the neighborhoods. The development code was amended to limit this phenomenon, but those amendments did not include the MUCC zone as a preferred location. However, the fact that the old Gardner Simmons building was available, in an area where no residential neighborhood is impacted, suggests that this would be of benefit to the city.

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

Recommendation: Approval

Becky Weatherford appeared on behalf of the application. She stated that Talbot House was incorporated to provide a sober living facility for women only. The facility would have full time on site staff and would provide housing and support to enable women coming out of substance abuse treatment programs to transition back into the community, with a safety net. She stated that the building was approved for up to 16 residents but that they plan only to have 12.

Mr. Robison made the motion to approve the application as presented. Mr. Davis seconded and the motion was approved unanimously.

Mr. Ted Moll joined the meeting at this point. Mr. Davis recused himself.

- **West Jackson Redevelopment Overlay District Master Plan**

Mr. Duke Loden, President of the Neighborhood Redevelopment Corporation, appeared on behalf of this item. He explained that the Development Corporation was essentially acting as a developer for the city in acquiring property and planning for its redevelopment. He introduced Stephen Ladd of McCarty Architects to present the Master Plan for the area. Mr. Ladd stated that work had

begun nearly two years ago on this plan. Once NOC had completed most of its acquisition, McCarty Architects had prepared conceptual layouts for the improvements to the neighborhood and for creating three areas of new residential lots. The first of these residential clusters to be built would be on the south side of Jackson, between Shirley Street and the railroad, referred to as Phase 1A. This phase provides 13 new lots. The Master Plan also shows two more planned residential clusters on the north side of Jackson Street and commercial use at the corner of Jackson and Clayton. Area 3 would have 17 lots and area 4 would have 14.

Mr. Falkner explained that the Master Plan is intended to serve as the guide to the redevelopment of the whole area including the area south of Jackson to Blair Street.. It is to be adopted as part of the Overlay District and will provide the standard for lot sizes and the form of development that will be allowed.

Mr. Smith asked about the location of the utilities on Jackson. Mr. Ladd replied that these would be placed underground on the south side of the street.

Mr. Robison asked if the committee was being asked to approve two items, the Master Plan and the subdivision. Mr. Falkner replied that this was correct, the Master Plan would need to be voted on first.

Mr. Moll asked if the plans called for attached or detached housing. Mr. Ladd explained that all of the lots were supposed to be detached except for four facing Joyner Street in area 4.

Mr. Robison asked if the housing images were part of the formal master plan. Mr. Ladd said that they were illustrative only at this point. Mr. Loden pointed out that the lots and house sites were laid out to avoid having any houses facing away from Jackson Street.

Mrs. Kennedy asked if the houses would have garages. Mr. Ladd said that they would, and pointed out the color coding on the master plan that indicates areas for vehicle use, for house site, for green spaces and the location of porches.

Mrs. Kennedy asked if a turn lane was to be provided for all of the residential areas. Mr. Ladd said that there would be turn lanes for areas 3 and 4 but that the project did not have enough frontage on the south side for a turn lane there.

Mr. Goodwin made a motion to approve the Master Plan for the West Jackson Redevelopment District, areas 1, 3, and 4. The motion was seconded by Mrs. Pittman and approved unanimously.

- **MSUB15-02** - The Neighborhood Development Corporation submits the first phase of the Jackson Street Redevelopment Project. This residential subdivision is shown on the Master Plan as Street Phase 1A.

Mr. Falkner explained that the Neighborhood Development Corporation would basically be acting as the developer for this project, except that the road would be constructed by the city itself. For this reason the road right of way would be dedicated prior to construction and the plat recorded after construction is completed.

Mr. Robison moved to approve the preliminary plat for area 1, seconded by Mr. Smith, with all voting in favor of the motion.

Mrs. Kennedy asked if there were any applications to be heard in November. Mr. Falkner said that there would be. Mrs. Kennedy set the committee's work session for October 26 and the regular meeting for November 2.

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

#7.11

City of Tupelo
Department of Parks and Recreation



MEMO

Alex Farned, M.S.
Director

To: Mayor Jason Shelton and City Council
From: Alex Farned
CC: Don Lewis, Kim Hanna, Ben Logan, and Glenda Muse
Date: 10/13/2015
Re: Review/Approve contract from Pryor and Morrow for Theron Nichols Splashpad

I would like to request that the City Council review/approve the contract from Pryor and Morrow so that Tupelo Parks and Recreation and Pryor and Morrow can start work on the Theron Nichols Splashpad.

The contract will be in Ms. Glenda's office for review

#1.12



Memo

To: Mayor Jason Shelton and City Council Members
From: Chief Thomas Walker (VP)
Date: 10-12-2015
Re: Sergeant Ron Allen *or*

On July 26, 2015, Sgt. Allen called in and said he had hurt his hamstring while coming down the stairs at his residence. Sgt. Allen stated that he was going to the doctor to get checked out. Sgt. Allen went to Sports Medicine and a MRI was ordered and he was off under a doctor's care. The MRI came back and stated the Sgt. Allen had a completely torn biceps femoris tendon and that he was ordered off work until October 9, 2015.

Sometime around September 1, Sgt. Allen went to see Dr. Eckman at the Aurora Spine Center with pain in his right buttock and an MRI of his spine was ordered and I received a report today that Sgt. Allen would be having lumbar fusion back surgery on October 30, 2015. In his FMLA packet, the attending physician stated that he would be off beginning today and last up to 12 weeks. It also stated that his next visit after the surgery would be November 10, 2015.

As of today, Sgt. Allen has 8 hours vacation and 18.6 hours of sick time. I am requesting that other fire department employees be allowed to donate sick time to Sgt. Allen to assist him through his release to return to work.



City of Tupelo

Jason L. Shelton
Mayor

Ruman Resources Department
Contanna B. Purnell, Assistant 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

Monday, October 12, 2015

Ronald Allen
Hand-Delivered

Subject: Family Medical Leave

Dear Mr. Allen:

This is to inform you that you are being placed on Family Medical Leave effective Monday, October, 12, 2015. Under the Family and Medical Leave Act (FMLA), the City of Tupelo provides unpaid family and/or medical leave to eligible employees for up to a total of twelve (12) work weeks during a twelve month period for one or more of the following:

- The birth of a child and in order to care for newborn;
- The adoption or placement of a child for foster care with the employee;
- The care for a child, spouse, or with a serious health condition;
- Because of the employee's own serious health condition that makes the employee unable to perform the essential functions of his or her position.

In general, leaves of absence granted under the policy are unpaid leaves of absence. Absence based on the employee's own serious health condition may qualify as paid absence under the City's sick leave plan. Additionally, employees are required to use accrued sick leave, personal days, holidays and vacation during a leave subject to the FMLA.

Should you have any questions regarding the Family Medical Leave Act or our policy, please contact the City of Tupelo Human Resources Department at (662) 841-6487.

Sincerely,

Contanna B. Purnell
Human Resources Assistant Director

Enclosures

1.13



Tupelo Police Department

Chief Bart Aguirre

To: Mayor Jason Shelton & COO Don Lewis
CC: Council Members
Fr: Chief Bart Aguirre
Dt: October 12, 2015
Re: Special Police Detail- Belk Store #671 Tupelo

Ladies and Gentlemen:

I respectfully request that you allow the below listed Tupelo Police Officers to be able to wear Police uniform and to have proper city issued equipment for help with security and deterrent at the Belk Department Store in the Mall at Barnes Crossing. Liability and the fee for the officer's detail will come from the Belk Department Store.

James Andrews
Nick McKnight
Wismn Guerriere

sm 1y *I*
Bart Aguirre
Chief of Police

7.14

**THE ADMINISTRATIVE OFFICE OF
Tupelo Municipal Court**
P.O. BOX 765, 316 Court Street.
TUPELO, MISSISSIPPI 38804-0765
(662) 841-6516
Fax (662) 841-6410

JAY WEIR, MUNICIPAL JUDGE
WILLIE ALLEN, MUNICIPAL JUDGE

RICHARD BABB, PROSECUTOR
JOHN KNIGHT, ADMINISTRATOR

Date: 10/02/2015

To: Mayor Jason Shelton
Tupelo City Council

From: Rhonda Cole

Re: Municipal Court Clerk Training Certificate and updated fine schedule.

As a "Matter of housekeeping" attached is a copy of my certificate of attendance for the mandatory Municipal Court Clerk training in Jackson, MS.

Mississippi Code 21-23-12 requires the training certificate of the Municipal Court Clerk be made part of the permanent record of the minutes of the City Council. I Have also included the most resent copy of our fine schedule. Please Place these items on the agenda of the next City Council meeting for their Approval.

Thank you for the opportunity to serve as your Municipal Court Clerk

Rhonda Cole



SEC. 21-23-12. Training and education program for municipal court clerks; instruction by Mississippi Judicial College; certificate of completion.

(1) Every person appointed as clerk of the municipal court shall be required annually to attend and complete a comprehensive course of training and education conducted or approved by the Mississippi Judicial College of the University of Mississippi Law Center. Attendance shall be required beginning with the first training seminar conducted after said clerk is appointed.

(2) The Mississippi Judicial College of the University of Mississippi Law Center shall prepare and conduct a course of training and education for municipal court clerks of the state. The course shall consist of at least twelve (12) hours of training per year. After completion of the first year's requirement, a maximum of six (6) hours training, over and above the required twelve (12) hours, may be carried forward from the previous year. The content of the course of training and when and where it is to be conducted shall be determined by the Judicial College. A certificate of completion shall be furnished to those municipal court clerks who complete such course; and each certificate shall be made a permanent record of the minutes of the board of aldermen or city council in the municipality from which the municipal clerk is appointed.

(3) Upon the failure of any person appointed as clerk of the municipal court to file the certificate of completion as provided in subsection (2) of this section, within the first year of appointment such person shall then not be allowed to carry out any of the duties of the office of clerk of the municipal court and shall not be entitled to compensation for the period of time during which such certificate remains unfiled.

SOURCES: Laws, 1992, ch. 423, Sec. 1; 1996, ch. 309, Sec. 1, effective from and after July 1, 1996

Editor's Note-

Amendment Notes-

The 1986 amendment in subsection (1), added "or approved", and in subsection (?), added "After completion of the first year's requirement, a maximum of six (6) hours training, over and above the required twelve (12) hours, may be carried forward from the previous year"

Attorney General's Opinions'

Only clerk of municipal court, not deputy clerks, are required to complete training and education course. .
Coates Nov. 3, 1993, A.G.Op. #93-0683.



Certificate of Attendance

Witnessed this 16th day of September 2015 at Jackson, Mississippi

Presented to

Rhonda L. Cole

for attending

Municipal Court Clerk Statewide Seminar

Jackson Marriott Jackson, Mississippi

September 16 - 18, 2015

Presented by

Mississippi Judicial College

Linda E. Beasley

Program Manager

W. H. Wilson

Director

Certificate of Attendance

THE MISSISSIPPI MUNICIPAL COURT CLERK'S ASSOCIATION

AWARDS THIS CERTIFICATE TO

Rhonda L. Cole

FOR ATTENDING THE

MISSISSIPPI MUNICIPAL COURT CLERK'S ASSOCIATION
SUMMER SEMINAR
JUNE 22-23, 2015

IP CASINO & RESORT BILOXI, MISSISSIPPI
CONDUCTED BY THE
MMCCA



Rhonda L. Cole

Yolanda :Atkins, 'YYtWla9ft President



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

October 14, 2015

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Pahner
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Mayor Jason L. Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I recommend the following bid award for consideration at your regular meeting on Tuesday, October 20, 2015:

BidNo.1387WL-15 kV, 500 MCM Copper PrimaryURD Cable (Min. 7,710')to the low qualified bid submitted by Utilicor in the amount of\$12.54 per foot. Total price will be \$96,683.40.

If you have any questions, please let me know.

Yours very truly,

Johnny N. Timmons
Manager

ptb

Attachment



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

COUNCIL

Markel Whittington
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Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

October 13, 2015
10:00AM

MINUTE ENTRY

BID DESCRIPTION

Bid No. 1387WL 15kV, 500 MCM Copper Primary URD Cable

ATTENDANCE

Missy Shelton
Pam Blassingame

COMPANY

City of Tupelo - Finance
Water & Light Department

**TUPELO WATER & LIGHT DEPARTMENT
 BID TABULATION
 BID NO. 1387WL - Copper Primary URD Cable
 OCTOBER 13, 2015**

Item	Product	Vendors	
		Border States (Utilicor)	T&C Specialty
1	15 kV, 500 MCM Copper Primary URD Cable (Min. 7,710')	\$12.54/Ft (Kerite)	\$12.867/Ft (Okonite)
	Delivery:	6WeeksARO	10 Weeks ARO

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. Id874Jl

TO Border States
 ADDRESS 1645 N. Parkway

Dept. TW

DATE 9-21-15

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10:00 o'clock A M 10-13 20-12., and then publicly opened for the furnishing of the following Materials and Supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO,

By L.Y. Pij Sing
 P I J S I N G O F F I C E

PAGE 1

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOL.	Ct.
1	Min. of 7,710'	15 kV, 500 MCM Copper Primary URD Cable <u>Verite.</u> <u>Specifications:</u> 1. Extruded semi-conducting EP conductor screen 2. 220 mil, EP insulation 3. Extruded semi-conducting EP insulation with minimum of 50 mil PE jacket 4. Cable shall be furnished on non-returnable reels as follows: • Three (3) reels with a minimum of 320' each • Three (3) reels with a minimum of 640' each • Three (3) reels with a minimum of 585' each • Three (3) reels with a minimum of 425' each • Three (3) reels with a minimum of 600' each 5. Wire to be stranded <u>COPPER</u> with 1/3 concentric neutral 6. Wire to be minimum of 17 #10 AWG strands of concentric neutral. 7. Pulli _n ^{ng} eye to be installed on each reel 8. Specificati _n ^g sheet to be returned with bid packet. Delivery Date: <u>& Waw</u> If you have any questions about this bid, please call Drew Kyle, Tupelo Water & Light Department, at 662-841-6468. :j(Jfo+ e. ° Yr ic., rs <u>F..1f2M</u> <u>Chru</u> <u>Nov.</u> / 'do (5' /1-;/kr'W'o'I(/3H f nee.i:s .Stt.bj c! eS<!a./«/td" /cit- est!d./;c/-,"-,		/ 5.3 jt		9t, :S:

CITY MAY EXPECT DELIVERY BY above

DATE Oct. 9, 2015
 BIDDER Border States
 ADDRESS 1645 N. Parkway Jackson, TN 38301
 TELEPHONE 800-372-3863
 BY Lisa Shearon

#7.16



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

October 14, 2015

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Mayor Jason Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I respectfully request your approval of the attached agreement for a Drinking Water System Improvements Revolving Loan Fund (DWSIRLF) loan in the amount of \$1,658,468 for Annexed Areas - Water Improvements Project. This project is described as follows:

Water distribution lines with appurtenances in the remaining portion of Area 5 (West Area) and Area 6 (Mt. Vernon Road Area).

If you have any questions or need further information, please call upon me.

Yours very truly,

TUPELO WATER & LIGHT DEPARTMENT

Johnny N. Timmons
Manager

ptb

Attachment

ORIGINAL

**DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND
LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD (Board) acting through the MISSISSIPPI STATE DEPARTMENT OF HEALTH (Department) and the CITY OF TUPELO, existing as an eligible Loan Recipient (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 41-3-16, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain eligible loan recipients to finance the construction of eligible water systems improvements; and

WHEREAS, the Loan Recipient has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.
- (4) "Project" shall mean facilities funded under this Agreement as described in Article IX.
- (5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principles as prescribed

by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

- (6) "DWSIRLF Regulations" shall mean the Drinking Water Systems Improvements Revolving Loan Fund Program Regulations, in effect as of the date of the original loan award which is September 30, 2015.
- (7) "Principal Forgiveness" shall mean that component of the loan principal which is provided by the FY-2014 and FY-2015 federal capitalization grant funds, and which in accordance with the FY 2014 and FY 2015 Appropriations Act is being forgiven as part of this loan agreement and thus does not require repayment.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine gender. Unless the context shall otherwise indicate, the singular shall include the plural, and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II- WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

- (1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.
- (2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with, this Agreement.
- (3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.
- (4) All permits and approvals required as of the date of this Agreement have been obtained for construction, operation and maintenance of the Project. The Loan Recipient knows of no reason why any future required permits or approvals for the Project cannot be obtained within the time frames required by this Agreement.
- (5) The Loan Recipient shall undertake the Project on its own responsibility, and, to the extent permitted by law, shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the planning, design, construction, operation, maintenance, replacement, performance, or fiscal

integrity of the Project. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the Project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

- (6) The Loan Recipient has, or will have prior to advertisement of the Project for bids, a procurement protest procedure in accordance with Appendix L of the DWSIRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.
- (7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.
- (8) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to plan, design, acquire property interests, repair and/or construct, and place in operation the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the DWSIRLF Regulations. The DWSIRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain within 90 days after approval of the plans, specifications, and contract documents, sufficient moneys from other sources, if required to complete and place the Project in operation on, or prior to, the completion date specified in this Agreement. Failure of the Department to award additional loan funds shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner, shall promptly make all necessary repairs and replacements.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System and Ordinance during the life of the Project.

3.04. LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES. The Loan Recipient shall maintain Project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

ARTICLE IV - DEFAULTS AND REMEDIES

4.01. EVENTS OF DEFAULT. Each of the following events is hereby declared an event of default:

- (1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.
- (2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.
- (3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.
- (4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient,

shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

- (5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.
- (6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.
- (7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by utilizing one or more of the following remedies:

- (1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.
- (2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.
- (3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.
- (4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.
- (5) By certifying to the Tax Commissioner delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly.

- (6) By notifying financial market credit rating agencies.
- (7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.
- (8) By accelerating the repayment schedule or increasing the interest rate in accordance with the DWSIRLF Regulations.
- (9) By withholding payments to the Loan Recipient.
- (10) By terminating the Agreement, after providing thirty (30) days written notice of such intent to terminate the Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed an Agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U. S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the DWSIRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Board and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Board.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the

extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

ARTICLE VI-SAFE DRINKING WATER ACT AND OTHER FEDERAL REQUIREMENTS

6.01. **SAFE DRINKING WATER ACT.** The Loan Recipient shall comply with all provisions of the Safe Drinking Water Act and regulations thereunder.

6.02. **CROSS-CUTTING FEDERAL LAWS AND AUTHORITIES.** The Loan Recipient shall comply with the cross-cutting Federal Laws and Authorities as required by the DWSIRLF Regulations, Appendix H.

6.03. **SINGLE AUDIT ACT.** The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and to the designated Federal Clearinghouse, within the time frames allowed in the Act.

6.04. **ADDITIONAL CAPITALIZATION GRANT APPROPRIATION PROVISIONS.** Due to legislation that provided the federal appropriation, additional provisions are required of the loan recipient. All funds received for the project cited in this loan agreement are subject to the additional provisions outlined in the attached Exhibit 1, which is considered part of this document.

6.05. **FEDERAL APPROPRIATION - GREEN INFRASTRUCTURE.** Projects that have been designated "Green Infrastructure" under a given fiscal year, will be required to submit a business case certification. This certification will serve as proof that the project is justified as "Green Infrastructure,"

6.06. **DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES.** By signing this agreement, Loan Recipient certifies to the best of its knowledge and belief that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

(2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them 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; 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and

(4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Furthermore, Loan Recipient shall fully comply with Subpart C of 2 Code of Federal Regulations (CFR) Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

If it has been determined that the Loan Recipient has been debarred, suspended, proposed for debarment, declared ineligible, or excluded from covered transactions, it may have this proposal rejected or the loan award terminated. Additionally, under Section 97-7-10, Mississippi Code of 1972, as amended, the loan recipient may be fined up to \$10,000 or imprisoned for up to 5 years, or both.

ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$1,658,468.

7.02. SOURCE OF FUNDS. The Loan Recipient understands and agrees that the source(s) of funds for this Loan may be through EPA Regular Capitalization Grant monies, state funds, or a combination of these sources. This project is funded in the amount of \$1,658,468. Principal forgiveness has been awarded to a portion of this loan award due to the federal appropriation in the amount of \$0.

7.03. PROJECT BUDGET. The Loan Recipient agrees to the following project budget. Payments to the Loan Recipient for land, the facilities planning and design allowance, and the allowance for construction phase professional services may not exceed the project budget line items for each. Payments for other cost items may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department and must be in accordance with the DWSIRLF Regulations.

	<u>Loan Amount</u>
(1) Constmction	\$. =]34 2=5 0 0
(2) Equipment	\$ -- 0--
(3) Supplies	\$- -0-
(4) Testing	\$- -0 -
(5) Contingency	\$, -=13 4=2=5 1
(6) Land, Easements, Rights-of-Way	\$. --0- -
(7) Allowance for Facilities Planning and Design	\$ 107,120
(8) Allowance for Constmction Phase Professional Services	\$ 74=5 97
(9) SUBTOTAL LOAN AMOUNT	\$ 1 6=5=8 4=68
(10) LESS: PRINCIPAL FORGIVENESS	\$ - -0-
(11) TOTAL LOAN AMOUNT	\$,16=5=84=68"-

7.04. BIDS IN EXCESS OF BUDGET AMOUNTS. Should the bids for constmction, equipment and supplies, and testing for this Project exceed the budget amounts for these items plus contingency, the Board may terminate this agreement in accordance with the procedures described in Article 4.03 (10),

7.05. AVAILABILITY OF FUNDS. The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department The Loan Recipient agrees that should such anticipated funds not be made available to the Depatment, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient, The Loan Recipient releases the Depmiment from all liability for any claims or danmgges related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, dmnages, or actions by the Department.

7.06. PROHIBITION OF DUPLICATE FUNDING. The Loan Recipient hereby agrees that all costs requested for reimbursement from the Drinking Water Systems Improvements Revolving Loan Fund Program as administered by the Local Governments atld Rural Water Systems Improvements Bomrd have not been, and will not be, also requested or received from other State or Federal agency funding sources.

7.07. INTEREST RATE AND ACCRUAL The rate of interest on the unpaid principal of the Loan is 1.95 percent per annum, to be compounded monthly, Interest on amounts paid to the Loan Recipient will commence on the last construction contract completion date as established in the initial loan agreement or one year after the date established in the initial loan agreement for issuance of the notice to proceed on the earliest constmction contract, whichever occurs first. Interest accmed prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.08. INITIAL REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$8,437.15 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund for a period of 237 months, to begin December 2017, subject to amendment in accordance with the DWSIRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the Local Governments and Rural Water Systems Improvements Revolving Loan Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$8,437.15 for a period of 237 months, to begin January 2018, with the exception of that portion of the repayments specified in Article 7.09. below as administrative fee. The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into a specified sub-revenue category until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with DWSIRLF Regulations.

7.09 ADMINISTRATIVE FEE. An administrative fee will be collected from the loan repayment amounts described in Article 7.08. to defray the costs of administering the Fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged. In lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee. The amount of the administrative fee to be collected will be equal to \$82,923.40 (which is five percent of the initial loan amount reflected in Article 7.01. of the Initial Loan Agreement.) or the total amount of interest due over the life of the loan, whichever is less.

ARTICLE VIII - PROJECT BUDGET PERIOD

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this Project begins on September 30, 2015, and expires on October 19, 2017. No costs that are incurred or requested after the expiration date will be eligible. The expiration date is 30 days after the Department's final construction observation date. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

ARTICLE IX - PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Agreement described as follows:

Water distribution lines with appurtenances in the remaining portion of Area 5 (West Area) and Area 6 (Mt. Vernon Road Area)

The loan eligible scope is specifically limited to that described above and, if applicable, to that identified as eligible in the facilities plan and as further described by plans, specifications, contract

documents, and change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the DWSIRLF Regulations.

- (1) The Loan Recipient shall comply with the following schedule in accordance with DWSIRLF Regulation III.D.(3) and III.F.(7). **Earlier completion of certain actions may require earlier completion of other actions.**
 - a. By March 28, 2016, submit a complete set of plans, specifications and contract documents to the Department;
 - b. By June 26, 2016, secure approval of plans, specifications and contract documents by the Department;
 - c. By September 24, 2016 (no later than 90 days after approval of plans, specifications, and contract document) submit clear title certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible) and easements;
 - d. By September 24, 2016 (no later than 90 days after approval of plans, specifications, and contract documents) secure all local funds necessary for the project and submit proof of such funds;
 - e. By September 24, 2016 (no later than 90 days after approval of plans, specifications, and contract documents), advertise all construction contracts for bids and submit proof of such advertisement;
 - f. By October 24, 2016 (no later than 120 days after approval of plans, specifications, and contract documents), open bids on all construction contracts;
 - g. By November 7, 2016 (no later than 14 days after receipt of bids), submit the completed MBE/WBE documentation on all construction contracts;
 - h. By November 14, 2016 (no later than 21 days after receipt of bids), submit bid packages on all construction contracts, executed copies of all construction phase professional services contracts, and a loan agreement amendment request;

- i. By December 23, 2016 (60 days after receipt of bids), execute and submit all construction contract documents and issue and submit a notice to proceed on all such contracts;
 - j. By July 27, 2017 (fixed date), enact the approved user charge system and ordinance/corporate resolution and submit proof of such enactment;
 - k. By August 20, 2017 (may change due to change orders), complete construction on the last construction contract. All other contracts must be completed by their original contract completion date, or as amended by approved change orders;
 - l. By August 30, 2017 (10 days after the last construction contract completion date), notify the Department of construction completion. Notification of completion must be given within 10 days after completion of each contract;
 - m. By September 19, 2017 (30 days after the last construction contract completion date), submit all change orders which include time extensions exceeding 30 days beyond the original contract completion date and/or documentation that the Loan Recipient is implementing all legal remedies provided in the contract documents for failure to complete construction when required;
 - n. By September 19, 2017 (30 days after the last construction contract completion date), hold final construction observation. A final observation will be held on each contract within 30 days after the current completion date on that contract;
 - o. By October 19, 2017 (30 days after final construction observation), submit final payment requests, approvable summary change orders, full-scale record drawings, the registered engineer's certification of compliance with plans, specifications and contract documents, appropriate bacteriological test results, final construction phase professional services contract amendments and all other administrative forms and documents required by the Agreement and the Department. **Payment requests submitted after this date are not allowable regardless of when the costs were incurred;**
 - p. By September 19, 2018 (no later than one year after the final construction observation), at least eighty-five percent (85%) of the total service line connections for the Project shall be made;
- (2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Agreement which vary from the enforcement action requirements shall in no way relieve the

Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Agreement requirement.

- (3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for the allowance for professional services after loan award shall be reduced to reflect eligible costs using one of the following methods.
- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. All contracts for professional services after loan award shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
 - b. The allowance payment shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the allowance payments will exceed the eligible amount, the Department may limit payments prior to the final payment.

- (4) The Loan Recipient understands and agrees that the Mississippi State Department of Health will be performing loan eligibility/allowability document reviews and other routine loan management activities. The Loan Recipient agrees to submit all documents when so required by this Agreement (and the DWSIRLF Regulations) directly to the Mississippi State Department of Health, and to respond to such review and take such actions as required by the Mississippi State Department of Health in order to secure loan eligibility/allowability of costs incurred in the construction of this Project.
- (5) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix E of the DWSIRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives negotiated for this Project are 11% minority and 11% women's business enterprises.

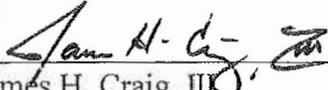
IN WITNESS WHEREOF, the Board has caused this Agreement to be executed on its behalf by the Board Chairman or his designee, and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative.

CITY OF TUPELO

STATE OF MISSISSIPPI

CHAIRMAN, LOCAL GOVERNMENTS
AND RURAL WATER SYSTEMS
IMPROVEMENTS BOARD
DIRECTOR, OFFICE OF HEALTH
PROTECTION
MISSISSIPPI STATE DEPARTMENT
OF HEALTH

By: _____
Johnny Timmons
Manager

By:  _____
James H. Craig, III

(Date)

September 30, 2015

(Date)

MISSISSIPPI DEPARTMENT OF REVENUE

Commissioner

(Date)

7,17

**AMENDMENT NO. 1,
TO THE SCHNEIDER ELECTRIC ENERGY SERVICES CONTRACT
DATED 3/3/2015
BY AND BETWEEN
THE CITY OF TUPELO
AND
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC
FOR
ENERGY SAVINGS PERFORMANCE CONTRACTING**

October 6, 2015

The Schneider Electric Buildings Americas, Inc. Contract shall hereby be amended as follows:

- I. Page 3 - Article 2, Section 2.1, titled "Contract Sum and Payments" will be changed from \$5,058,746 to \$5,306,839. *Per the request of the Mississippi Development Authority- Energy and Natural Resources Division (MDA-ENRD), the Tupelo Water and Light buyout fee amounting to \$248,093 was added to the "Contract Sum" of this project.*

2. Page 40 - SCHEDULE C: PERFORMANCE GUARANTEE: The chart was replaced with the chart shown below. *Per the request of MDA-ENRD, the new chart includes \$185,000 in "Avoided Capital Cost Savings".*

Year	Measured Savings	Non-Measured Savings	Customer Charge Savings from Tupelo W&L	Avoided Capital Cost Savings	Annual Guaranteed Savings	Cumulative Guaranteed Savings
1	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$325,399
2	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$650,798
3	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$976,197
4	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$1,301,596
5	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$1,626,995
6	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$1,952,394
7	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$2,277,793
8	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$2,603,192
9	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$2,928,591
10	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$3,253,990
11	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$3,579,389
12	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$3,904,788
13	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$4,230,187
14	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$4,555,586
15	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$4,880,985
16	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$5,206,384
17	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$5,531,783
18	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$5,857,182
19	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$6,182,581
20	\$53,850	\$42,538	\$44,011	\$185,000	\$325,399	\$6,507,980
Total	\$1,077,000	\$850,760	\$880,220	\$3,700,000	\$6,507,980	\$6,507,980

3. Page 44 - SCHEDULED: MEASUREMENT & VERIFICATION PLAN, under Guaranteed Meters, the chart was modified to include an additional column on the right labeled "Guaranteed \$". The chart below reflects the new chart with the added column:

Meter Name	Account	Utility Type	Utility Company	Rate	Units	Guaranteed \$
City Hall Electric	226-10-500-0238-2	Electric	Tupelo Water & Light	GSA-2	kWh,kW	\$23,075

4. Page 57 - Last paragraph on the page "Avoided Capital Cost Savings" has been modified by the deletion of the last sentence. This paragraph was changed as shown below:

Avoided Capital Cost Savings

Per Mississippi Development Authority guidelines, energy performance contracts are able to utilize capital cost avoidance savings when building project cash flows. This project provides \$185,000 in annual, non-measured avoided capital cost savings. This amount has been pledged by the City of Tupelo in order to avoid future capital costs. ~~This varne has not been included in the-guaranteed-savings-total-in-Sebedule-C-and-these-savings-may-a ot-be-added-to-the-other s,wmgns-from-the-projest-to-achieve-the-guaranteed-savmgs-~~

These stated changes included herein amendment are the only items altered from the original contract executed on March 3, 2015; any and all other areas within the original contract remain intact.

IN WITNESS WHEREOF, the patties hereto have made and executed this Amendment No. 1 on the day and year first above written.

Schneider Electric Buildings Americas, Inc.

City of Tupelo

By _____

By _____

Print -----

Print -----

Date _____

Date _____

Schneider Electric Buildings Americas, Inc.
1650 West Crosby Road
Carrollton, Texas 75006

#8.1

MEMO

TO: Mayor, City Council members
FROM: Shane Hooper
DATE: October 13, 2015
RE: Study agenda: Dedication of right of way for West Jackson redevelopment

Attached is the plat for the right of way of the street to be built as part of the first residential construction phase of the West Jackson redevelopment project. Acceptance of this right of way will allow the city to proceed with construction of the street.