

TUPELO CITY COUNCIL MEETING AGENDA

TUESDAY, OCTOBER 6, 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 PRESENTATION OF AWARD TO BURLINGTON NORTHERN RAILROAD

JS 4.5 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA)

5. **PUBLIC AGENDA**

5.1 **PUBLIC HEARINGS**

5.1.A LOT MOWING OF PROPERTIES

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR MEETING)

6. **ACTION AGENDA**

KH 6.1 REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM
TAX EXEMPTION FOR LEGGETI & PLATI-COMPONENT CO. #0011

KH 6.2 REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM
TAX EXEMPTION FOR LEGGETI & PLATI-COMPONENT CO. #0341

KH 6.3 REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM
TAX EXEMPTION FOR LEGGETI & PLATI-COMPONENT CO. #4201

- KH 6.4 REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM
TAX EXEMPTION FOR BMW OF NEW ALBANY, LLC
- KH 6.5 REVIEW/ APPROVE FINAL RESOLUTION FOR AD VALOREM
TAX EXEMPTION FOR PRECISION MACHINE & METAL FABRICATION, INC.
- KH 6.6 REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM
TAX EXEMPTION FOR COOPER TIRE & RUBBER COMPANY
- KH 6.7 REVIEW/APPROVE FINAL RESOLUTION FOR AD VALOREM
TAX EXEMPTION FOR HAWKEYE INDUSTRIES, INC.

7. ROUTINE AGENDA

- 7.1 REVIEW/APPROVE MINUTES OF REGULAR CITY COUNCIL MEETING
OF TUESDAY, SEPTEMBER 15, 2015
- 7.2 REVIEW/PAY BILLS
- KH 7.3 REVIEW/ APPROVE MUNICIPAL COMPLIANCE QUESTIONNAIRE
- KH 7.4 REVIEW/ACCEPT JUSTICE ASSISTANCE GRANT FUNDING
- KH 7.5 REVIEW/APPROVE LWCF GRANT FUNDING FOR THERON NICHOLS
SPLASH PAD
- SH 7.6 REVIEW/APPROVE GRANT FUNDING FROM MISS. DEPARTMENT OF
ARCHIVES FOR SPAIN HOUSE
- SH 7.7 REVIEW/APPROVE LIST OF LOT MOWINGS OF PROPERTIES
- SH 7.8 REVIEW/ACCEPT MINUTES OF PLANNING COMMITTEE MEETING OF
SEPTEMBER 14, 2015 (FIRST 3 ITEMS ONLY)
- TW 7.9 REVIEW/APPROVE LEE CO. COMMUNICATIONS MOU FOR
MUNICIPALITY OF TUPELO PUBLIC SAFETY AGENCY DISPATCH
(E911)

BA 7.10 REVIEW/APPROVE RESOLUTION OF DECLARATION OF SURPLUS PROPERTY
BY TUPELO POLICE DEPARTMENT

AF 7.11 REVIEW/APPROVE REQUEST TO SURPLUS EQUIPMENT BY THE PARKS
AND RECREATION DEPARTMENT

JT 7.12 REVIEW/APPROVE CHANGE ORDER NO. 2 FOR TUPELO WASTE
WATER TREATMENT PLANT- NUTRIENT REMOVAL

JT 7.13 REVIEW/RATIFY CONTRACT BETWEEN TUPELO WATER & LIGHT
DEPARTMENT AND UTILITY ON-LINE EXCHANGE (COLLECTION OFFICE)

CW 7.14 REVIEW/RATIFY MEMORANDUM OF AGREEMENT BETWEEN CITY OF
TUPELO AND TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT
FOR NATURAL RESOURCES CONSERVATION SERVICE (NRCS)

CW 7.15 REVIEW/RATIFY NETWORK FLEET PILOT PROGRAM CONTRACT
WITH VZW (VERIZON)

8. STUDY AGENDA

SH 8.1 REVIEW/DISCUSS REQUEST TO SURPLUS AND DONATE PROPERTY
AT 485 SOUTH THOMAS STREET

SH 8.2 REVIEW/DISCUSS REZONING OF TWO PARCELS ON SOUTH GLOSTER
STREET

9. EXECUTIVE SESSION

BL PENDING LEGAL CLAIM

10. ADJOURNMENT

#4.4

Memo

To: Mayor and City Council

From: Shane Hooper

Subject: Proclamations, Recognitions and Reports Agenda:
Presentation to Burlington Northern Santa Fe Railroad

Date: September 28, 2015

The Development Services Department will present one of its 'Moving Tupelo Forward' awards 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.

#6.1

FINAL RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF TUPELO, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO LEGGETT & PLATT COMPONENTS COMPANY, INC.

The City Council of the City of Tupelo, Mississippi, next took up for consideration the matter of granting tax exemption for ad valorem taxes to LEGGETT & PLATT COMPONENTS COMPANY, INC. and the following Resolution, being first reduced to writing, was introduced.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO LEGGETT & PLATT COMPONENTS COMPANY, INC.

WHEREAS, heretofore, Leggett & Platt Components Company, Inc., a foreign corporation authorized to do business and doing business in the City of Tupelo, Mississippi, filed with the Council an application for exemption from ad valorem taxes, except State and School District ad valorem taxes for a period of ten (10) years as authorized by Section 37-31-101, et seq., of the Mississippi Code of 1972, as amended, which application was approved by the Council subject to the approval of the State Tax Commission of the State of Mississippi; and

WHEREAS, on the 15th day of September 2015, the State Tax Commission of the State of Mississippi approved the application, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a certified copy of the aforesaid State Tax Commission's approval has been received by the Council and recorded in its minutes.

NOW THEREFORE, in consideration of the premises, the City Council of Tupelo, Mississippi does hereby finally approve the application for ad valorem tax exemption, 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 foregoing Resolution granting ad valorem tax exemption, except State and School District ad valorem taxes to Leggett & Platt Components Company, Inc., was made on motion by Council Member _____, Seconded by Council Member _____ and was brought to a vote 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



- DEPARTMENT OF -
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

September 15, 2015

Ms. Kim Hanna
City Clerk
City of Tupelo
PO Box 1485
Tupelo, MS 38802

RE: Ad Valorem Taxation Exemption - Leggett & Platt Components Company, Inc.# 0011

Dear Ms. Hanna:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of nine (9) years, from and after January 1, 2016, with a total true value of \$29,281.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the **dates when such exemption commences and expires.**

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

"7,,," --
Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: ep

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Mr. Mark Weathers, Tax Assessor Lee County

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

True Property Value Assessment %	<u>15.00%</u>
School Tax Millage	<u>64.11</u>
City Tax Millage	<u>32.47</u>

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

#6.2

FINAL RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF TUPELO, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO LEGGETT & PLATT COMPONENTS COMPANY, INC.

The City Council of the City of Tupelo, Mississippi, next took up for consideration the matter of granting tax exemption for ad valorem taxes to LEGGETT & PLAIT COMPONENTS COMPANY, INC. and the following Resolution, being first reduced to writing, was introduced.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAES TO LEGGETT & PLATT COMPONENTS COMPANY, INC.

WHEREAS, heretofore, Leggett & Platt Components Company, Inc., a foreign corporation authorized to do business and doing business in the City of Tupelo, Mississippi, filed with the Council an application for exemption from ad valorem taxes, except State and School District ad valorem taxes for a period of ten (10) years as authorized by Section 37-31-101, et seq., of the Mississippi Code of 1972, as amended, which application was approved by the Council subject to the approval of the State Tax Commission of the State of Mississippi; and

WHEREAS, on the 15th day of September, 2015, the State Tax Commission of the State of Mississippi approved the application, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a certified copy of the aforesaid Sate Tax Commission's approval has been received by the Council and recorded in its minutes.

NOW THEREFORE, in consideration of the premises, the City Council of Tupelo, Mississippi does hereby finally approve the application for ad valorem tax exemption, 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 foregoing Resolution granting ad valorem tax exemption, except State and School District ad valorem taxes to Leggett & Platt Components Company, Inc., was made on motion by Council Member _____, Seconded by Council Member

_____ and was brought to a vote 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 _____



- DEPARTMENT OF -
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

September 15, 2015

Ms. Kim Hanna
City Clerk
City of Tupelo
PO Box 1485
Tupelo, MS 38802

RE: Ad Valorem Taxation Exemption -Leggett & Platt Components Company, Inc.# 0341

Dear Ms. Hanna:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of nine (9) years, from and after January 1, 2016, with a total true value of \$2,442,277.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

• —
Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF:ep

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Mr. Mark Weathers, Tax Assessor Lee County

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

True Property Value Assessment %	<u>15.00%</u>
School Tax Millage	<u>64.11</u>
City Tax Millage	<u>32.47</u>

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

6.3

FINAL RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF TUPELO, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO LEGGETT & PLATT COMPONENTS COMPANY, INC.

The City Council of the City of Tupelo, Mississippi, next took up for consideration the matter of granting tax exemption for ad valorem taxes to LEGGETT & PLATT COMPONENTS COMPANY, INC. and the following Resolution, being first reduced to writing, was introduced.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, GRANTING EXEMPTION FROM ADVALOREM TAES TO LEGGETT & PLATT COMPONENTS COMPANY, INC.

WHEREAS, heretofore, Leggett & Platt Components Company, Inc., a foreign corporation authorized to do business and doing business in the City of Tupelo, Mississippi, filed with the Council an application for exemption from ad valorem taxes, except State and School District ad valorem taxes for a period of ten (10) years as authorized by Section 37-31-101, et seq., of the Mississippi Code of 1972, as amended, which application was approved by the Council subject to the approval of the State Tax Commission of the State of Mississippi; and

WHEREAS, on the 15th day of September 2015, the State Tax Commission of the State of Mississippi approved the application, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a certified copy of the aforesaid Sate Tax Commission's approval has been received by the Council and recorded in its minutes.

NOW THEREFORE, in consideration of the premises, the City Council of Tupelo, Mississippi does hereby finally approve the application for ad valorem tax exemption, 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 foregoing Resolution granting ad valorem tax exemption, except State and School District ad valorem taxes to Leggett & Platt Components Company, Inc., was made on motion by Council Member _____, Seconded by Council Member

_____ and was brought to a vote 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



- DEPARTMENT OF -
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

September 15, 2015

Ms. Kim Hanna
City Clerk
City of Tupelo
PO Box 1485
Tupelo, MS 38802

RE: Ad Valorem Taxation Exemption - Leggett & Platt Components Company, Inc.# 4201

Dear Ms. Hanna:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2015, with a total true value of \$1,245,350.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the **dates when such exemption commences and expires.**

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

■ ■
Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: ep

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Mr. Mark Weathers, Tax Assessor Lee County

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

True Property Value Assessment %	<u>15.00%</u>
School Tax Millage	<u>64.11</u>
City Tax Millage	<u>32.47</u>

Company	Council Meeting Date	True Value of Property to Be Exempted	Assessed Value of Exemption	Annual School Tax Generated	Annual City Taxes Exempted	Expiration Date
Leggett & Platt, Inc.	7/17/2015	29,281.00	4,392.15	281.58	142.61	12/30/25
Leggett & Platt, Inc.	11/12/2015	244,277.78	36,641.67	2,349.10	1,189.75	12/30/25
Leggett & Platt, Inc.	7/17/2015	1,245,350.56	186,802.58	11,975.91	6,065.48	12/30/25
Grand Totals		<u>1,518,909.34</u>	<u>227,836.40</u>	<u>14,606.59</u>	<u>7,397.85</u>	

#6.4

FINAL RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF TUPELO,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO
BMW OF NEW ALBANY, LLC

The City Council of the City of Tupelo, Mississippi, next took up for consideration the matter of granting tax exemption for ad valorem taxes to BMW OF NEW ALBANY, LLC and the following Resolution, being first reduced to writing, was introduced.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO
BMW OF NEW ALBANY, LLC

WHEREAS, heretofore, BMW of New Albany, LLC, a Mississippi corporation authorized to do business and doing business in the City of Tupelo, Mississippi, filed with the Council an application for exemption from ad valorem taxes, except State and School District ad valorem taxes for a period of ten (10) years as authorized by Section 37-31-101, et seq., of the Mississippi Code of 1972, as amended, which application was approved by the Council subject to the approval of the State Tax Commission of the State of Mississippi; and

WHEREAS, on the 15th day of September, 2015, the State Tax Commission of the State of Mississippi approved the application, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a certified copy of the aforesaid State Tax Commission's approval has been received by the Council and recorded in its minutes.

NOW THEREFORE, in consideration of the premises, the City Council of Tupelo, Mississippi does hereby finally approve the application for ad valorem tax exemption, 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 \$526,233.

The foregoing Resolution granting ad valorem tax exemption, except State and School

District ad valorem taxes to BMW of New Albany, LLC was made on motion by Council

Member _____, Seconded by Council Member _____ and

was brought to a vote as follows:

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



- DEPARTMENT OF -
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

September 15, 2015

Ms. Kim Hanna
City Clerk
City of Tupelo
PO Box 1485
Tupelo, MS 38802

RE: Ad Valorem Taxation Exemption - BMW of New Albany, LLC

Dear Ms. Hanna:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2015, with a total true value of \$526,233.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

- ,
Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: ep

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Mr. Mark Weathers, Tax Assessor Lee County

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

True Property Value Assessment %	<u>15.00%</u>
School Tax Millage	<u>64.11</u>
City Tax Millage	<u>32.47</u>

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

6.5

FINAL RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF TUPELO,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO
PRECISION MACHINE & METAL FABRICATION, INC.

The City Council of the City of Tupelo, Mississippi, next took up for consideration the matter of granting tax exemption for ad valorem taxes to PRECISION MACHINE & METAL FABRICATION, INC. and the following Resolution, being first reduced to writing, was introduced.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO
PRECISION MACHINE & METAL FABRICATION, INC.

WHEREAS, heretofore, Precision Machine & Metal Fabrication, Inc., a foreign corporation authorized to do business and doing business in the City of Tupelo, Mississippi, filed with the Council an application for exemption from ad valorem taxes, except State and School District ad valorem taxes for a period of ten (10) years as authorized by Section 37-31-101, et seq., of the Mississippi Code of 1972, as amended, which application was approved by the Council subject to the approval of the State Tax Commission of the State of Mississippi; and

WHEREAS, on the 15th day of September 2015, the State Tax Commission of the State of Mississippi approved the application, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a certified copy of the aforesaid State Tax Commission's approval has been received by the Council and recorded in its minutes.

NOW THEREFORE, in consideration of the premises, the City Council of Tupelo, Mississippi does hereby finally approve the application for ad valorem tax exemption, 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 foregoing Resolution granting ad valorem tax exemption, except State and School District ad valorem taxes to Precision Machine & Metal Fabrication, Inc. was made on motion

by Council Member _____, Seconded by Council Member

_____ and was brought to a vote as follows:

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



- DEPARTMENT OF -
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

September 15, 2015

Ms. Kim Hanna
City Clerk
City of Tupelo
PO Box 1485
Tupelo, MS 38802

RE: Ad Valorem Taxation Exemption - Precision Machine & Metal Fabrication, Inc.

Dear Ms. Hanna:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2015, with a total true value of \$1,776,147.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,


Paul J. Foretnan, Director
Exemptions & Public Utilities Bureau

PJF: ep

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Mr. Mark Weathers, Tax Assessor Lee County

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

True Property Value Assessment % 15.00%

Schaal Tax Millage 64.11
 City Tax Millage 32.47

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

#6.6

FINAL RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF TUPELO,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO COOPER
TIRE & RUBBER COMPANY

The City Council of the City of Tupelo, Mississippi, next took up for consideration the matter of granting tax exemption for ad valorem taxes to COOPER TIRE & RUBBER COMPANY and the following Resolution, being first reduced to writing, was introduced.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO
COOPER TIRE & RUBBER COMPANY

WHEREAS, heretofore, Cooper Tire & Rubber Company, a foreign corporation authorized to do business and doing business in the City of Tupelo, Mississippi, filed with the Council an application for exemption from ad valorem taxes, except State and School District ad valorem taxes for a period of ten (10) years as authorized by Section 37-31-101, et seq., of the Mississippi Code of 1972, as amended, which application was approved by the Council subject to the approval of the State Tax Commission of the State of Mississippi; and

WHEREAS, on the 15th day of September, 2015, the State Tax Commission of the State of Mississippi approved the application, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a certified copy of the aforesaid State Tax Commission's approval has been received by the Council and recorded in its minutes.

NOW THEREFORE, in consideration of the premises, the City Council of Tupelo, Mississippi does hereby finally approve the application for ad valorem tax exemption, 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 foregoing Resolution granting ad valorem tax exemption, except State and School District ad valorem taxes to Cooper Tire & Rubber Company, was made on motion by Council

Member _____, Seconded by Council Member _____ and

was brought to a vote as follows:

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



- DEPARTMENT OF -
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

September 15, 2015

Ms. Kim Hanna
City Clerk
City of Tupelo
PO Box 1485
Tupelo, MS 38802

RE: Ad Valorem Taxation Exemption - Cooper Tire & Rubber Company

Dear Ms. Hanna:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2015, with a total true value of \$44,971,291.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the **dates when such exemption commences and expires.**

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paul J. Foreman".

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: ep

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Mr. Mark Weathers, Tax Assessor Lee County

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

True Property Value Assessment %	<u>15.00%</u>
School Tax Millage	<u>64.11</u>
City Tax Millage	<u>32.47</u>

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

#6.7

**FINAL RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF TUPELO,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO
HAWKEYE INDUSTRIES, INC.**

The City Council of the City of Tupelo, Mississippi, next took up for consideration the matter of granting tax exemption for ad valorem taxes to HAWKEYE INDUSTRIES, INC. and the following Resolution, being first reduced to writing, was introduced.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES TO
HAWKEYE INDUSTRIES, INC.**

WHEREAS, heretofore, Hawkeye Industries, Inc., a Mississippi corporation authorized to do business and doing business in the City of Tupelo, Mississippi, filed with the Council an application for exemption from ad valorem taxes, except State and School District ad valorem taxes for a period often (10) years as authorized by Section 37-31-101, et seq., of the Mississippi Code of 1972, as amended, which application was approved by the Council subject to the approval of the State Tax Commission of the State of Mississippi; and

WHEREAS, on the 15th day of September, 2015, the State Tax Commission of the State of Mississippi approved the application, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, a certified copy of the aforesaid State Tax Commission's approval has been received by the Council and recorded in its minutes.

NOW THEREFORE, in consideration of the premises, the City Council of Tupelo, Mississippi does hereby finally approve the application for ad valorem tax exemption, 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 foregoing Resolution granting ad valorem tax exemption, except State and School District ad valorem taxes to Hawkeye Industries, Inc., was made on motion by Council Member



- DEPARTMENT OF -
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

September 15, 2015

Ms. Kim Hanna
City Clerk
City of Tupelo
PO Box 1485
Tupelo, MS 38802

RE: Ad Valorem Taxation Exemption -Hawkeye Industries, Inc.

Dear Ms. Hanna:

In accordance with the authority conferred upon the MS Department of Revenue by Miss. Code Ann. Section 27-31-105 the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute.

The exemption of the property is certified for a period of ten years, from and after January 1, 2015, with a total true value of \$418,698.

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities. A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires.

According to Miss. Code Ann. Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue.

Sincerely,

• — — —

Paul J. Foreman, Director
Exemptions & Public Utilities Bureau

PJF: ep

Enclosures

cc: Mr. Scott Speights, Office of State Auditor
Mr. Mark Weathers, Tax Assessor Lee County
Mr. Gregory D. Pirkle, Attorney at Law

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

True Property Value Assessment %	<u>15.00%</u>
School Tax Millage	<u>64.11</u>
City Tax Millage	<u>32.47</u>

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

/) ' \

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

SEPTEMBER 15, 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, September 15, 2015, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan and Glenda Muse, Clerk of the Council.

The invocation was led by Councilman Markel Whittington, followed by the Pledge of Allegiance led by a group of Boy Scouts introduced by Councilman Travis Beard.

IN THE MATIER OF CALLING THE MEETING TO ORDER

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

IN THE MATIER OF CONFIRMATION OF AMENDMENT OF AGENDA AND AGENDA ORDER

Upon a motion by Vice-President Lynn Bryan, seconded by Councilman Markel Whittington, the council voted unanimously to confirm the agenda and agenda order, as presented.

4. PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

IN THE MATIER OF RECOGNITION OF BOY/GIRL SCOUTS

Mayor Shelton recognized again a group of Boy Scouts, the Scouts having earlier participated in the Pledge of Allegiance. They included: Matthew Petty of Troop #85 sponsored by All Saints Episcopal Church, Gavin Dykes, member of Boy Scout Troop #8 sponsored by St. Luke Methodist Church, and Lukas Dykes, member of Cub Scout Pack #8 sponsored by St. Luke Methodist Church.

IN THE MATIER OF RECOGNITION OF CITY EMPLOYEES

Mayor Shelton presented a Certificate of Appreciation to Captain Terry Robinson of the Tupelo Fire Department for fifteen years of dedicated service to the citizens of the city.

IN THE MATIER OF PUBLIC RECOGNITIONS

The following recognitions were made by City Council Members:

Councilwoman Davis -Announced the upcoming Community Forward Festival scheduled for October 1 at Gum Tree Park on Front Street. The event will kick off with a parade at noon and will include live entertainment, food, various activities and door prizes. This is an annual event in which the community and Tupelo Police Department work together to build a positive relationship between the communities and the police.

MUNICIPAL MINUTES. CITY OF TUPELO

STATE OF MISSISSIPPI

SEPTEMBER 15, 2015

IN THE MATTER OF MAYOR'S REPORT

Following are excerpts from Mayor Shelton's report:

... Downtown Main Street Association's volunteer committee for the "Down on Main Concert Series" has concluded for the year. Also, he congratulated the Downtown Main Street Association for having been named a finalist in one of the national Main Street awards programs .

... Convention and Visitors Bureau continues to do an outstanding job. The city received the 2015 "Governmental Friend of Tourism" Award from the Southeast Tourism Society at their annual "Shining Example" award banquet in Charleston, West Virginia, recently. In addition, Kylie Boring, Director of Marketing, was the recipient of the 2015 "Rising Star" award .

... Community Outreach Task Force will be sponsoring three events on Saturday, September 26, including the Canal Street Festival; event at Northside Boys & Girls Club; and also at Boys and Girls Club in Haven Acres. Entertainment, games, food vendors and other surprises are in store for attendees. The NAACP banquet is scheduled for the night of September 26 as well.

...The long-awaited F-105 will be moved to Veterans Park on Sunday, September 27, with an unveiling ceremony scheduled for a later date .

... Commenting on the FY 2015-16 City of Tupelo budget, Mayor Shelton complimented the City Council committee members working with the Department Heads as well as with the best financial team in the State to present a good budget this year...a balanced budget with no new taxes (actually a .01% tax decrease), with no new debt, and no utilization of "rainy day" funds.

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

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A IN REGARD TO CLEANING OF PROPERTY LOCATED AT

1016 TAFT STREET

No one appeared to address this matter.

5.1.B LOT MOWING OF PROPERTIES

No one appeared to address this matter.

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

SEPTEMBER 15, 2015

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

6. ACTION AGENDA

IN THE MATIER OF REVIEW/APPROVE RESOLUTION ADOPTING CITY OF TUPELO FY 2015-16 BUDGET

Councilman Lynn Bryan moved to approve a Resolution Adopting the FY 2015-16 City of Tupelo Budget as presented by the Mayor and administration. The motion was seconded by Councilwoman Nettie Davis. After a brief discussion, the motion to adopt the Resolution was passed by a unanimous vote of the City Council.

An executed copy of the Resolution, including a copy of the FY 2015-16 City of Tupelo Budget, is attached to these minutes and incorporated herein as APPENDIX A.

7. ROUTINE AGENDA

IN THE MATIER OF REVIEW/APPROVE MINUTES OF SPECIAL CALL CITY COUNCIL MEETING AND MINUTES OF REGULAR CITY COUNCIL MEETING

Upon a motion by Councilman Beard and a second by Councilman Whittington, the council voted unanimously to approve the minutes of a special call City Council meeting of August 31, 2015, and the minutes of the regular City Council meeting of September 1, 2015.

IN THE MATIER OF REVIEW/PAY BILLS

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

Check Nos. 318868 through 319224 (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 ALAC to reimburse employees under Flex-One Plan

as shown on the face of the docket.

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI,

SEPTEMBER 15, 2015

IN THE MATTER OF REVIEW/APPROVE FY 2014-15 BUDGET REVISION #12

Upon a motion by Councilwoman Davis, seconded by Councilman Lynn Bryan, the council voted unanimously to approve FY 2014-15 Budget Revision #12 and accept the donation in the amount of \$5,000 from Keep Tupelo Beautiful for tree recovery. An executed copy of this Budget Revision #12 is attached to these minutes as **APPENDIX B**.

IN THE MATTER OF REVIEW/APPROVE FY .2016 PETTY CASH ACCOUNTS

Kim Hanna, Chief Financial Officer, had submitted a list of petty cash accounts for FY 2016 for the City Council's approval. Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to approve this list as presented. The list includes the amount for each department together with the name of the person responsible for disbursing the funds. A copy of the listing is attached to these minutes as **APPENDIX C**.

IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR UNIFORM RENTAL

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to award the following bid for uniform rental to UniFirst Corporation as the lowest and best bid and Paramount Uniform Rental, Inc. as the alternate bidder. These awards were recommended by Chuck Williams, Director of the Tupelo Public Works Department.

1385PW Uniform Rental

 Lowest and Best Bid - Uni First Corporation

 Alternate Bid - Paramount Uniform Rental, Inc.

A copy of the bid package is attached hereto as **APPENDIX D**.

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

Upon a motion by Councilman Lynn Bryan, seconded by Councilman Beard, the council voted unanimously to approve a Petition under Miss. Code Ann. Sec. 24-19-11 against the following parties: Lee R. and Maxine Rooker, 1016 Taft Street, Tupelo, MS 38801; Deutsche Bank National Trust Co., as Trustee, for Morgan Stanley ABS Capital, Inc., Trust, Series 2007-SEAL; and Holly Ratliff, Trustee for above, P. O. Box 1453, Madison, MS 39130.

The City of Tupelo, Mississippi, based on preliminary investigation, charges that the property located at 1016 Taft Street, Tupelo, Mississippi, is in such a state of uncleanness or demise as to be a

MUNICIPAL MINUTES, CITY OF TUPELO

STATE OF MISSISSIPPI

SEPTEMBER 15, 2015

menace to the public health, safety and welfare of the community. A public hearing had been held earlier in this council meeting with no one appearing to speak on the issue. A copy of the Petition setting forth findings and subsequent action by the Tupelo Department of Development Services is attached to these minutes and incorporated herein as **APPENDIX E**.

IN THE MATIER OF REVIEW/APPROVE LISTING OF LOT MOWINGS

Councilman Whittington moved to approve a listing of lot mowings dated September 15, 2015, which had been submitted by the Department of Development Services as being in such a state of uncleanness as to be a menace to public health, safety and welfare of the community, thereby authorizing the department to proceed with mowing of these properties. The motion was seconded by Councilman Mike Bryan and unanimously passed by a vote of the council. A public hearing had been held on this matter earlier in the council meeting with no one appearing to address the properties listed. A copy of the listing is attached to these minutes as **APPENDIX F**.

8. **STUDY AGENDA** - No items

9. **ADJOURNMENT**

There being no further business to come before the City Council, upon a motion by Councilman Jennings, seconded by Councilman Lynn Bryan, the council voted unanimously to adjourn the meeting at 6:00 p.m.

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

APPROVED:

MAYOR

(CITY OF TUPELO)
(MUNICIPALITY)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2015

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of TUPELO, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number: _____

Page: _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS: Y - YES, N - NO, *N/A* - NOT APPLICABLE

PART I-GENERAL

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) y
3. Are municipal records open to the public? (Section 25-61-5) y
4. Are meetings of the board open to the public? (Section 25-41-5) y
5. Are notices of special or recess meetings posted? (Section 25-41-13) y
6. Are all required personnel covered by appropriate surety bonds?
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Section 21-15-17 and 21-15-19) Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 22 days of the meeting? (Section 21-15-33) Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y
10. Did all officers, employees of the municipality, or their relative avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II - CASH AND RELATED RECORDS

1. Where required, is a claims docket maintained? (Section 21-39-7) y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) y
4. Are all warrants approved by the board, signed by the Mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Section 21-35-5, 21-35-7 and 21-35-9) y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) y
8. Has the municipality held a public hearing and published its adopted budget? (Section 21-35-5) y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Section 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) - Section 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets property tagged and accounted for? (Section 7-7-211-Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with State Auditor's regulations? (Section 25-3-41) Y

PART III-PURCHASING AND RECEIVING

- I. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and(k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purpose for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Section 27-39-320 and 27-39-321) y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) y
9. Has the municipality levied or appropriated not less than Y₅ mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73) y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) y
13. Has the municipality conducted an annual inventory of its assets in Accordance with guidelines established by the Office of the State Auditor? (MMAAG) y

**MUNICIPAL COMPLIANCE QUESTIONNAIRE ATTACHMENT
INFORMATION ITEM #3**

Names, addresses and telephone numbers of officials.

Mayor

Jason L. Shelton
1771 Morningside Drive
Tupelo, MS 38804
(662) 841-6513
E-mail Jason.shelton@tupeloms.gov

Ward V

Buddy Palmer
273 Tyler Willis Lane
Tupelo, MS 38804
(662) 255-1454
E-mail buddy.palmer@tupeloms.gov

Ward I

Markel Whittington
2114 Daugherty Street
Tupelo, MS 38804
(662) 841-0794
E-mail Markel.Whittington@tupeloms.gov

Ward VI

Mike Bryan
1290 Morning Glory Circle
P.O. Box 3174
Tupelo, MS 38803-3174
(662) 841-8778
E-mail mike.bryan@tupeloms.gov

Ward II

Lynn Bryan
1226 Clayton Ave.
Tupelo, MS 38804
(662) 321-2081
E-mail lynn.bryan@tupeloms.gov

Ward VII

Willie Jennings
715 Ashley Lane
Tupelo, MS 38801
(662)-687-0607
E-mail willie.jennings@tupeloms.gov

Ward III

Travis Beard
2415 William Drive
Tupelo, MS 38801
(662) 610-0550
E-mail travis.beard@tupeloms.gov

Ward IV

Nettie Y. Davis
326 Barnes Street
Tupelo, MS 38804
(662) 842-5506
E-mail nettie.davis@tupeloms.gov

7.4

Memo

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

From: Terri Blissard

Date: 9/30/2015

Re: Justice Assistance Grant approval

Please find attached a grant award for the 2015 Justice Assistance Grant in the amount of \$14,332. I would like to request your acceptance of the grant so that it may be activated with the Department of Justice.

This grant will be shared by the police department and the sheriffs office and will be used to purchase body cameras for the police department and tactical communications headsets for the sheriffs office.

The City is the designated administrator for the grant this year, so all purchasing will be handled through the police department. Equipment purchased on behalf of the sheriffs office will be turned over to Lee County as surplus.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 9

I. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Tupelo 71 E 11st Troy Street P.O. Box 1485 Tupelo, MS 38802-1485		4. AWARD NUMBER: 2015-DJ-BX-0232	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2016 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2016	
2a. GRANTEE IRS NEN DORNO. 646001141		6. AWARD DATE 09/14/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 083267666		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Tupelo/Lee County Justice Assistance Grant Project		9. PREVIOUS AWARD AMOUNT \$0	
		10. AMOUNT OF THIS AWARD \$ 14,332	
		11. TOTAL AWARD \$ 14,332	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA-JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donaell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jason L. Shelton Mayor	
17. SIGNATURE OF APPROVING OFFICIAL		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR CODE: X B BUD. ACT. CODE: DJ DIV. OFC. CODE: 00 SUB. POMS CODE: 00 AMOUNT: 14332		21. PDJUGT1264	



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 9

PROJECTNUMBER 2015.nj.BX-0232

AWARD DATE 09/14/2015

SPECIAL CONDITIONS

I. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has - (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE J OF 9

PROJECTNUMBER 2015-DJ-BX-0232

AWARDDATE 09/14/2015

SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient -

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award -

a. it represents that -

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 4 OF 9

PROJECT NUMBER 2015-DJ-BX-0232

AWARD DATE 09/14/2015

SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient *also* agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that-(a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 5 OF 9

PROJECT NUMBER. 2015-DJ-BX-0232

AWARD DATE 9/14/2015

SPECIAL CONDITIONS

19. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
20. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at http://www.ojp.usdoj.gov/funding/other_requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
21. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
22. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that *this* requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
23. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should, OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
24. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"), The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 6 OF 9

PROJECT NUMBER 2015-DJ-BX-0232

AWARD DATE 09/14/2015

SPECIAL CONDITIONS

25. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
26. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
27. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in OMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
28. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
29. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
30. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.
31. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
32. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.



Jeparl.nlentofJusti.ce
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 7 OF 9

PROJECT NUMBER 2015-DJ-BX-0232

AWARD DATE 09/14/2015

SPECIAL CONDITIONS

33. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
34. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMS circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
35. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
36. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ-standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
37. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
38. The recipient is required to establish a trust fund account (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 8 OF 9

PROJECT NUMBER 2015-DJ"BX-0232

AWARD DATE 09/14/2015

SPECIAL CONDITIONS

39. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
41. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseListpdf>.
42. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseListpdf>



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 9 OF 9

PROJECTNUMBER 2015-DJ-BX-0232

AWARD DATE 09/14/2015

SPECIAL CONDITIONS

43. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
44. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
45. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
46. Recipient understands that the initial period of availability of funds for this award is two years. Recipient further understands that any requests for additional time for performance of this award, up to two additional years, will be granted automatically, pursuant to 42 U.S.C. § 3751(f) and in accordance with current fiscal year solicitation. Requests for additional time beyond a four year grant period will be subject to the discretion of the Director of the Bureau of Justice Assistance.

#1.5

Memo

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

From: Terri Blissard

Date: October 1, 2015

Re: LWCF Grant for Theron Nichols Splash Pad

Please find attached a project agreement from the Department of Wildlife, Fisheries, and Parks for the Theron Nichols Park splash pad project. Under this agreement, the City 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 \$551,566, which is the amount reflected in the attached agreement.

I would like to request your approval of the attached LWCF agreement so that we may move forward with the project. Please let me know if you have any questions.



MISSISSIPPI
DEPARTMENT OF WILDLIFE, FISHERIES, AND PARKS

Sam Polles, Ph.D.
Executive Director

September 30, 2015

The Honorable Jason Shelton
Mayor, City of Tupelo
P O Box 1485
Tupelo, MS 38802

RE: Land and Water Conservation Fund Project #28-00644
Theron Nichols Park Splash Pad

Dear Mayor Shelton:

The Outdoor Recreation Grant Division is pleased to inform you that your application for funding assistance for the referenced project has been approved by the National Park Service. The total project agreement is \$551,566. The approved amount of reimbursable LWCF grant funds for this project is \$150,000.

Your application demonstrated local commitment and addressed the community's need for outdoor recreational development. I commend you for this initiative and for helping to improve the quality of life in your community.

Enclosed you will find the following:

- Land and Water Conservation Fund Project Agreement*(sign both and return one)
- Accounting and Audit Requirement Acknowledge Form*
- US Department of the Interior DI-2010 Form*

*Several forms need to be signed and **returned as soon as possible**, as you will note that the Project Agreement start date is October 1, 2015. **Project work is to begin within 60 days of signed Project Agreement; if progress cannot be documented, funding may be revoked.**

If you have any questions, please contact this office at 601-432-2227 or email terrym@mdwfp.state.ms.us.

Si ,

A handwritten signature in black ink, appearing to read "riJ!t/".

Terr
LWCF Grant Administrator

Enclosures

Email: Terri Blissard

**MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS
OUTDOOR RECREATION GRANTS DIVISION
LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT**

Applicant (City, County, State Agency) City of Tupelo	LWCF Project Number: 28-00644
Project Title: Tupelo -Theron Nichols Park Splash Pad	Project Period: October 1, 2015 through August 31, 2017
Project Scope: Construction of a +/- 4,200 sq. ft. Splash Pad, Sidewalk, and Parking	

The Mississippi Department of Wildlife, Fisheries and Parks, and the Applicant (City, County, State Agency) named above (hereinafter referred to as the Applicant), mutually agree to perform this agreement in accordance with the federal and state Land and Water Conservation Fund Grants Manual, and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, assurances, and certificates attached hereto or retained by the Applicant and hereby made a part hereof.

The Mississippi Department of Wildlife, Fisheries and Parks hereby promises, in consideration of the promises made by the Applicant herein, to obligate to the Applicant the amount of money referred to. The Applicant hereby promises, in consideration of the promises made by the Department herein, to execute the project described above in accordance with the terms of this agreement.

Total Project Agreement Cost \$ 551,566.00 The following are hereby incorporated into this agreement:

(Fund Amount not to exceed 50% of total)

Fund (LWCF Amount) \$ 150,000.00

Local Match \$ 401,566.00

1. General Provisions
2. LWCF State Assistance Program Manual 10/01/2008
3. MDWFP/LWCF Program Guidelines
4. OMB Circular A-102
5. Title 43, Code of Federal Regulations
6. Dated Project Boundary Map
7. Deed with Limitation of Use Statement
8. LWCF Site Sign
9. Post Completion Responsibilities in Perpetuity

Vendor# 3100020603
City of Tupelo 662-841-6565
P.O. Box 1485
Tupelo, MS 38802-1485

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

State of Mississippi

City of Tupelo

By: *Terry McDill*
Terry McDill,
 LWCF Grant Administrator
 Mississippi Department of Wildlife, Fisheries, and Parks

By: _____
Jason Shelton, Mayor

Date: *Sept 30, 2015*

Date: _____

#7.6

Memo

To: Mayor and City Council

From: Patrick Falkner

Subject: Routine Agenda: Grant from MS Department of Archives and History

Date: October 1, 2015

The Mississippi Department of Archives and History has awarded a Mississippi Community Heritage Preservation grant to the Tupelo Historic Preservation Society for additional work on the Spain House. These funds have been received by the city to be passed through to the Preservation Society. There are no matching fund or other obligations for the city.

LOT MOWING FOR PUBLIC HEARING
OCTOBER 6, 2015

#17.1

	PARCEL	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2	STATUS
16303	075G1504700	2931 OLD BELDEN CIRCLE	HEATHERLY THOMAS LUKE	2931 OLD BELDEN CIRCLE	BELDEN, MS 38826	OCC HSE
16303	077R3613300	201 LAWNDALDE DRIVE	PARTLOW MARY G	2107 PRESIDENT	TUPELO, MS 38801	VACANT HSE
16311	10601304700	3394 SOUTH GREEN STREET	GARMON ANICE	3394 S GREEN	TUPELO, MS 38801	OCC HSE
16311	106C1318600	927 TERRY RD	ANDERSON RUSSELL	PO 87	RED BANKS, MS 38661	VACANT LOT
16312	10601308700	922 TERRY RD	MATHEWS ALICE ROBERTA	614 SANDRINGHAM DRIVE	ALPHARETIA, GA 30004	VACANT HSE
16313	10601309600	904 TERRY RD	HEAD RODERICK AND KAREN STONE	7282 NICHOLAS LANE	MEMPHIS, TN 38125	VACANTHSE
16314	106C1314000	1023 TERRY	OSBERG MARY JANE IRREVOCABLE TRUST	JULE JAMES OSBERG TRUSTE	MCCORMICK, SC 29835	OCC HSE
16317	113E0601201	831 SOUTH GLOSTER STREET	DODGE FAMILY LTD PARTNERSHIP	PO BOX 1688	TUPELO, MS 38802	VAC BUS
16311	08903200500	314 EAST MAIN STREET	FAIRPARK PLAZA LLC	402 NORTH GLOSTER STREET	TUPELO, MS 38804	VACLOT
16318	08903206100	MONAGHAN STREET	FAIRPARK PLAZA LLC	402 NORTH GLOSTER STREET	TUPELO, MS 38804	VACLOT
16313	101H0115000	SHUMACOLA TRAIL	MAH JEANINE E	6890 CORSICA	MEMPHIS, TN 38120	VACLOT
16323	101A0213700	2504 HAMPTON AVENUE	BANCORPSOUTH	PO BOX 789	TUPELO, MS 38802	
16343	089F3009501	760 SOUTH MADISON STREET	HESTER-PORTER LLC	757 NORTH MADISON	TUPELO, MS 38804	VACLOT
16343	089F3021701	596 NORTH SPRING STREET	CHOU CHENG FEN	891 FAWN WAY	MARIETIA, GA 30068	VACLOT
16381	082J0901101	2414 BARNES CROSSING	SMITH CLAUDIA A & DENNIS W	414 BARNES CROSSING RD	SALTILLO, MS 38866	VAC HSE
16382	082J0902502	2421 BARNES CROSSING	WELLS FARGO BANK NA	2051 KILLEBREW DR STE 220	BLOOMINGTON, MN 55425	VAC HSE
16383	082J0901900	2460 BARNES CROSSING	TUTOR DAVID KEITH	2000 NORTH GLOSTER	TUPELO, MS 38804	OCC HSE
16383	077N3507400	507 STEWART	COVENANT INVESTMENTS INC	3189 MCCULLOUGH BLVD	BELDEN, MS 38826	VAC HSE
16383	101A0204700	804 MOSBY DRIVE	HOPPER JANIS W	804 MOSBY ST	TUPELO, MS 38801	OCC HSE
16394	089N3100700	890-904 ROBERT E LEE DRIVE	PREFERRED CARE REHAB	502 BATILEGROUND DR	IUKA, MS 38852	VAC BUS,
16393	089N3100900	111-113 RANKIN	CLEVELAND V M	1879 N COLEY RD	TUPELO, MS 38801	OCC BUS
1639f	089N3101200	1013 WEST MAIN STREET	ACE PAY DAY LOANS	1013 WEST MAIN	TUPELO, MS 38801	OCC BUS
16397	089N3101400	100-110 RANKIN	DOBBS WILBURN ANNETIE	1368 PALMETIO RD	TUPELO, MS 38801	OCC BUS
16403	077H2500500	1106 JOYNER AVENUE	WILSON BOBBY L	604 RACOVE DR	TUPELO, MS 38801	OCC HSE
1640f	077P3509400	312 NANNEY DRIVE	JONES CARMAN & JAMES C III	POST OFFICE BOX 2862	TUPELO, MS 38803	VAC HSE
16420	113J0703900	1012 CHICKASAW TRAIL	HORNE WILLIAM D & CAROL	2205 HORNS CROSSING	TREMONT, MS 38876	VAC HSE
16421	113J0703800	1014 CHICKASAW TRAIL	SULLIVAN STEPHANIE	1704 VALLEYVIEW DRIVE	TUPELO, MS 38801	OCC HSE
16422	106G1313500	3164 MONTCLAIR DRIVE	WILEMON RJ LLC	PO BOX 2639	TUPELO, MS 38803	OCC HSE
16423	084N1904203	1302 NORTH GLOSTER STREET	KRC PROPERTIES LLC	PO BOX 7315	TUPELO, MS 38802-7315	VAC LOT
16424	084N1904205	NORTH GLOSTER STREET	KRC PROPERTIES LLC	PO BOX 7315	TUPELO, MS 38802-7315	VAC LOT
16423	084N1904500	NORTH GREEN STREET	RENASANT BANK	2839 ORCHID LANE	TUPELO, MS 38802	VACLOT
16427	084N1904703	1808 NORTH GLOSTER	GRANDVIEW CAPITAL INC	1495 BEECH SPRINGS ROAD	SALTILLO, MS 38866	VACLOT
16421	084N1904201	1749 NORTH GREEN STREET	ENIS JERRY	1495 BEECH SPRINGS RD -	SALTILLO, MS 38866	VAC LOT

LOT MOWING FOR PUBLIC HEARING

OCTOBER 6, 2015

16462	113F0601301	135-137 WALLACE STREET	WASHBURN ENTERPRISES LP	P O BOX 754	TUPELO, MS 38801	OCC BUS
16465	07713507100	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-3171	VACLOT
16466	07713507200	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-3171	VAC LOT
16465	07713507300	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-3171	VACLOT
16461	07713507400	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-3171	VACLOT
16467	07713507500	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX3171	TUPELO, MS 38803-3171	VAC LOT
16463	07713508100	BRIARFIELD DRIVE	THE SOUTHERN GROUP	PO BOX 3171	TU PHO, MS 38803	VAC LOT
16463	07713506600	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-3171	VACLOT
16471	07713506700	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-3171	VACLOT
16471	07713508400	BRIARFIELD DRIVE	THE SOUTHERN GROUP	P O BOX 3171	TUPELO, MS 38803	VACLOT
16472	07713506800	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-3171	VACLOT
16473	07713506900	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-3171	VACLOT
16471	07713507000	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX3171	TUPELO, MS 38803-3171	VAC LOT
16475	10180215400	2103 BRYAN	DOWNTOWN PARTNERS LLC	P O BOX 1095	TUPELO, MS 38802	VAC LOT
16471	089F3020101	302 EAST JACKSON STREET	LOCKRIDGE TAQUESA	302 E JACKSON	TUPELO, MS 38804	VAC HSE
16473	07713505500	2049 WINFIELD DR	MURPHREE AMELIA SMITH	2049 WINFIELD DR	TUPELO, MS 38802	OCCHSE

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Routine Agenda: Planning Committee minutes
Date: September 28, 2015

Attached are the minutes of the Planning Committee meeting of September 14, 2015. Action on these minutes will cover the first three items; the last item, rezoning on South Gloster, will be on the study agenda for action at the October 20 meeting.

TAIS-05 Text amendment to create Winfield Neighborhood Overlay District: denied

VARIS-03 - application for a Variance from Mr. Andy Cantrell of Tupelo Public Schools to construct a new building on the campus of the Tupelo Middle School that is one foot from the property line rather than the required ten feet off the property line: Denied

MSPIS-01 - application for a Major Site Plan Review of a new development for Jemsite Development, LLC. located in the existing Lowe's parking area at 3354 North Gloster Street: Approved

RZIS-02 - A request to rezone parcels 114S-18-01 1-00 and 114S-18-059-00, located on the east side of South Gloster Street, from Mixed Use Commercial Corridor to Industrial: Approved

TUPELO PLANNING COMMITTEE

September 14, 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. Bill Smith, Ms. Patti Thompson, Mr. Scott Davis, Mr. Ted Moll, and Mr. Gus Hildenbrand. Staff present were Pat Falkner and Marilyn Vail.

REVIEW OF JUNE MINUTES

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

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the minutes from July had been approved by the City Council, with the exception of the Committee's denial of the Winfield Overlay District. The Council asked that this item be reconsidered, which will be on the present agenda.

NEW BUSINESS

VAR 1503: Tupelo Public School District

Shipman Sloan of JBHM Architects appeared on behalf of the applicant. He presented a site plan for the Tupelo Middle School campus and reported that the location of the proposed addition is the only feasible place to add classrooms. He stated that the number of students at the Middle School is increasing, creating a need for more classroom space.

Mr. Hildenbrand asked if it was necessary to add that many classrooms.

Mr. Sloan replied that the project was designed with a base bid that has fewer classrooms and would not encroach into the setback, and that the building was also designed to allow later addition of a second floor if necessary. However, the alternate to add two more classrooms is included so that if bids allow for it, the district could get more space with one construction project.

Mr. Hildenbrand said that the classroom closest to the street could be eliminated and no variance would then be needed. He noted that visibility around the corner of the building as proposed would be questionable.

Mr. Sloan stated that a traffic engineer had been consulted who did see that the building would encroach into the sight line, but that this could be managed with an advance warning sign.

Mr. Moll asked who would be liable if an accident occurred in this location after a variance was granted. Mr. Sloan said that he thought that the city would be liable as the street is a public street.

Mr. Goodwin asked if that engineer was the city engineer. Mr. Sloan answered that it was an independent engineer. Mr. Goodwin asked Mr. Falkner if the city engineer had commented on the application. Mr. Falkner said that the city engineer did not recommend approving a variance that could affect traffic safety.

Mrs. Kennedy read the section of the staff analysis relating to this point. She asked whose idea the placement of the building was. Mr. Sloan replied that the school district had asked for a design to include the number of classrooms shown.

Mr. Davis asked, if the last two classrooms were an alternate, were they not needed? Mr. Sloan replied that they were definitely needed, but that they have to be affordable. Mr. Davis asked what the staff position was. Mr. Falkner stated that the department recommended disapproval.

Mr. Hildenbrand made a motion to deny the application, seconded by Mrs. Pittman. Mr. Moll noted a concern that adding classrooms would increase the traffic around the school. Mrs. Thompson pointed out that there are occasional night events at the Civic Auditorium and a visibility problem would be worse at night.

The vote was taken with all voting for the motion.

Winfield Neighborhood Conservation Overlay District

This item was originally part of text amendment TA 15-05, which the Committee heard originally in July. The City Council requested that it be presented again.

Mrs. Kennedy read the staff memorandum summarizing the intent of the overlay district.

Mrs. Henry Ella Smith, 340 Battlefield Drive, president of Winfield Neighborhood Association, appeared on behalf of the proposed amendment.

Mr. Goodwin stated that the amendment as presented goes beyond design issues to regulate uses, which is different from the other overlay districts that had been approved. He continued that he could support the overlay district if the provisions regulating zoning uses were dropped.

Mrs. Smith stated that the proposal had been drawn up after meeting with city planner Pat Falkner and Development Services Director Shane Hooper, and that the staff did not indicate these provisions could not be included.

Mrs. Kennedy asked what was currently allowed in the zoning district in which the neighborhood is located. Mr. Falkner read the list of by right uses in Medium Density Residential zoning, noting that the list included housing types that did not currently exist in the Winfield neighborhood.

Mrs. Thompson asked why the issue had come up for the neighborhood to request an overlay district. Mrs. Smith said that there were still some vacant lots that could be built on. The neighborhood covenants allow only single family homes of 1800 feet or larger, but that one had been built that was around 1300 feet.

Mr. Moll asked how recent was that? Mrs. Smith said maybe seven years ago.

Mr. Davis asked why the covenant wasn't enforced. Mrs. Smith said that the residents did not have the resources to take legal action.

Mr. Davis said that the other overlay districts were set up to deal with the 2014 tornado and this situation does not compare to those.

Mr. Goodwin stated that he did not think neighborhood associations should be able to overrule zoning and opt out of apartments or anything else, and that he felt the proposal represented a bad precedent.

Mrs. Thompson asked if the overlay would apply only to new construction. Mr. Falkner explained that it would, there would be no effect on what was already there.

Mrs. Pittman made a motion to approve the overlay district amendment. The motion died for lack of a second.

Mr. Davis moved to deny the amendment. The motion was seconded by Mr. Goodwin and passed with Mr. Davis, Mr. Goodwin, Mr. Smith, Mr. Moll, Mr. Hildenbrand, and Mrs. Thompson voting in favor, Mrs. Pittman and Mrs. Kennedy voting against.

MSP 15-01, Jemsite Development.

Mr. Allan Fortner, Developer, of 110 West First Avenue, Easley South Carolina, appeared on behalf of the application. He stated that the project was to build 6,400 square feet in the area in front of the Lowe's building on North Gloster Street. The building would include two restaurants and one retail space.

Mr. Davis noted that the drive through lane appeared to have a turn radius that would be hard for larger vehicles to manage. Mr. Fortson said that the lanes were designed with large vehicle turning radius in mind.

Mr. Hildenbrand asked the staff what areas of the applicable standards would require variance. Mr. Falkner noted that there had been questions about lighting levels and landscaping on the original submittals but these had been addressed by the applicant. The only issue still to be resolved would be the exterior masonry. The standard requires new buildings to have exterior materials comparable to the highest quality exterior in the context area. In this case that would be the Lowe's building which is 90% masonry. The plans submitted featured 68% masonry.

Mr. Fortson stated that 90% masonry would be difficult to achieve. His architect indicated that having masonry over the windows would require an excessive level of structural steel to support it. He also said that when tenants change and signs move, the masonry is more difficult to repair than EIFS.

Mr. Falkner reported that he had discussed the question of brick over window with architect Rud Robison, a member of the committee, who agreed that there were practical disadvantages with that. He suggested that brick could be added to the pilasters on the front of the building to increase the percentage of masonry and provide a stronger vertical division of the building front.

Mr. Moll asked about truck access, since the building did not have a loading dock. Mr. Fortson said that deliveries would be outside business hours when the delivery truck could park in the front parking lot.

Mr. Davis asked if the applicant would be agreeable with adding brick on the columns. Mr. Fortson said this would be discussed with the architects.

Mr. Goodwin made a motion to approve the site plan with the condition that the applicant and staff reach an agreement on the masonry. Mrs. Pittman seconded and the vote was unanimous in favor.

RZ 15-02 South Gloster

Mr. Falkner presented this rezoning, initiated by the city as part of an economic development effort. He noted that the possibility existed of an industrial expansion, which could not occur under present Mixed Use Commercial Corridor zoning. He also stated that the surrounding properties were not developing as currently zoned, even with the completion of Highway 6 to tie in with Gloster Street.

Mr. Hildenbrand made a motion to approve the rezoning, seconded by Mr. Davis. The vote was unanimous in favor.

Mrs. Kennedy asked if there were any applications to be heard in October. Mr. Falkner said that there would be. Mrs. Kennedy set the committee's work session for September 28 and the regular meeting for October 5.

Mr. Smith made a motion to adjourn, seconded by Mr. Davis, with all voting in favor.



City of Tupelo

Jason L. Shelton
Mayor

Department of Development Services
Shane Hooper, Director

MEMO

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

TO: Planning Committee

FROM: Pat Fallmer

DATE: August 31, 2015

RE: Development code amendments creating Winfield Overlay District

The City Council requested that this be reconsidered by the committee. Their feeling is that the overlay district process was created to give the neighborhoods some voice in how things happen, and they are not concerned about them becoming too plentiful. The specific points that the residents asked as far as the allowable uses and design restrictions are all based on what currently exists, or not, in the neighborhood. A more diversified area with different architectural styles of housing of different ages and types might not need to be so restrictive, but in the case of the Winfield area, there is only one type of housing, single family detached. The requested standards are intended to ensure compatibility of appearance.

PROPOSED DRAFT LANGUAGE TO CREATE NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT

(Amendment to Development Code Chapter 5)

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.

Outdoor recreation facilities are allowed by compatibility.

Uses not listed in this section are not allowed in the Winfield Neighborhood Conservation Overlay District.

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.

PROPOSED DRAFT LANGUAGE TO CREATE NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT

(Amendment to Development Code Chapter 5)

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.

Outdoor recreation facilities are allowed by compatibility.

Uses not listed in this section are not allowed in the Winfield Neighborhood Conservation Overlay District.

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.

(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.

ZONING REQUEST



CASE NO: VAR15-03

PARCEL: 077R-36-142-00

LOCATION:
1009 VARSITY DR
TUPELO MIDDLE SCHOOL

PROPERTY OWNER:
TUPELO SEPARATE
SCHOOL DISTRICT

APPLICANT:
ANDY CANTRELL for
TPSD

ZONING: MUR

WARD: 3

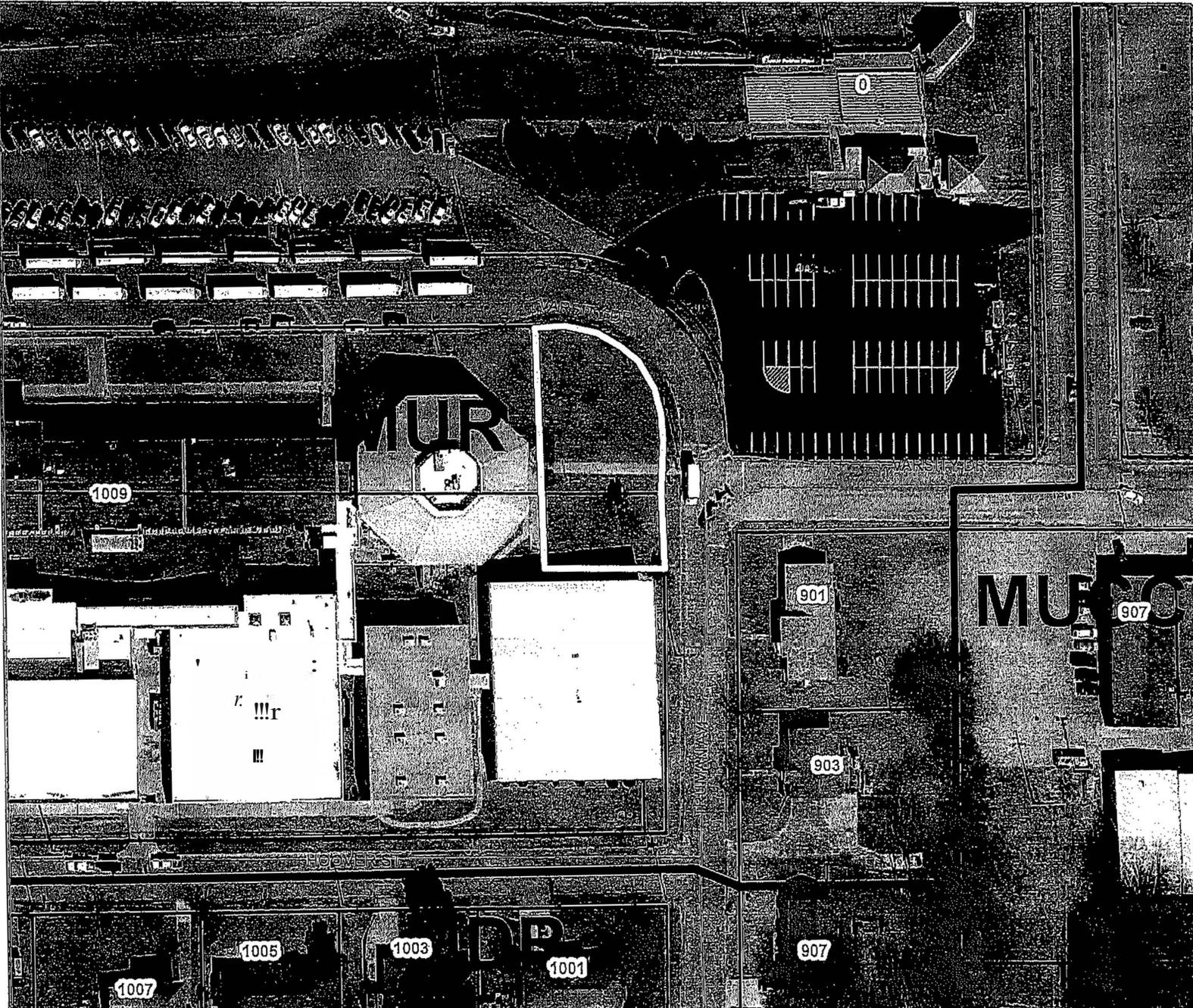
SUBJECT PROPERTY

(I) ZONING

- ◆ FLOODWAY
- S AE (BFE Determined)
- f: A (No BFE Determined)
- + - RAILROAD
- STREAMS
- B WATER BODIES

0510 20 30 40 50
Feet
1 inch = 100 feet

N

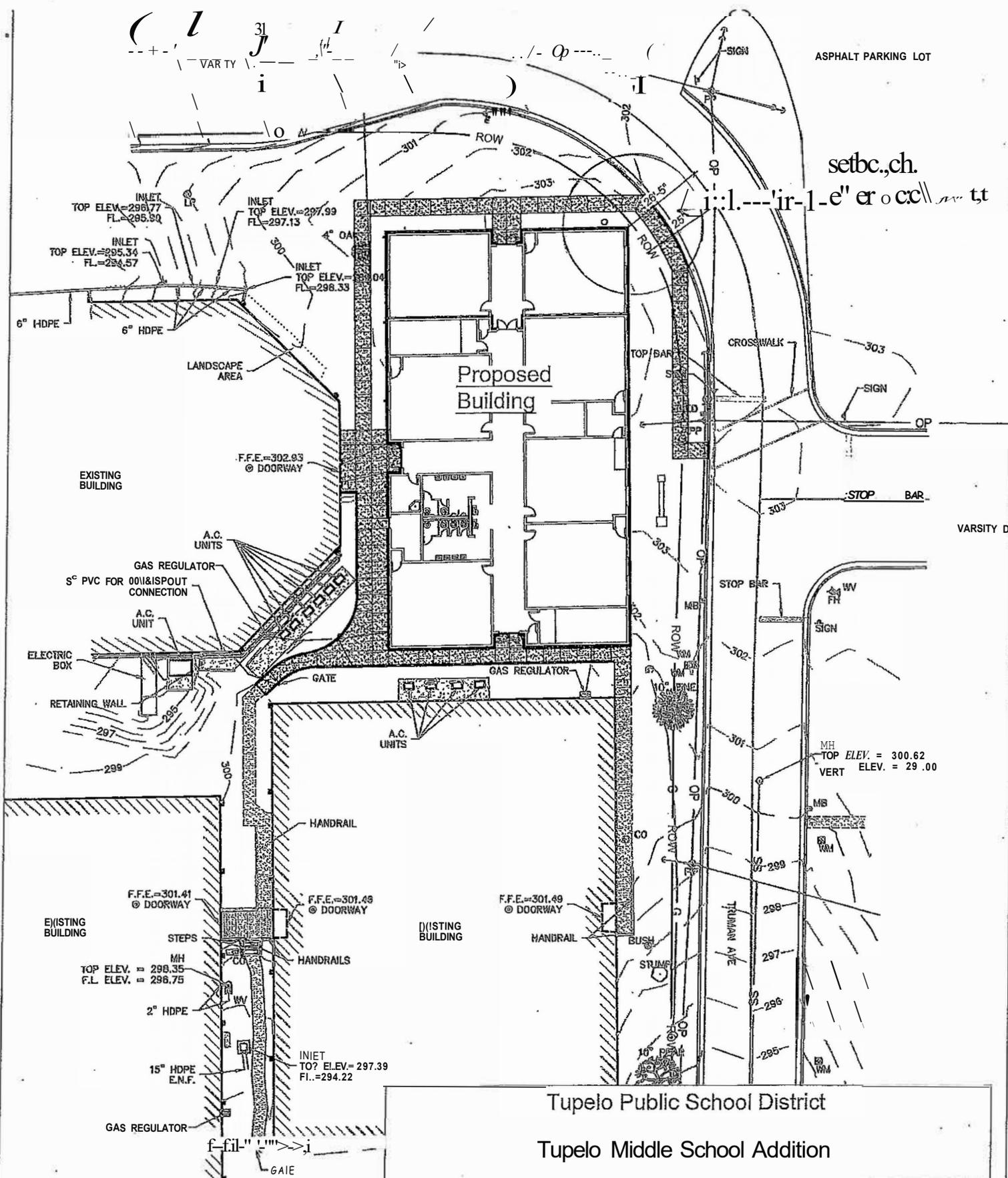


The City of Tupelo Development Code and Official Zoning Map can be viewed online at <http://www.tupeloms.gov/development-services>

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

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

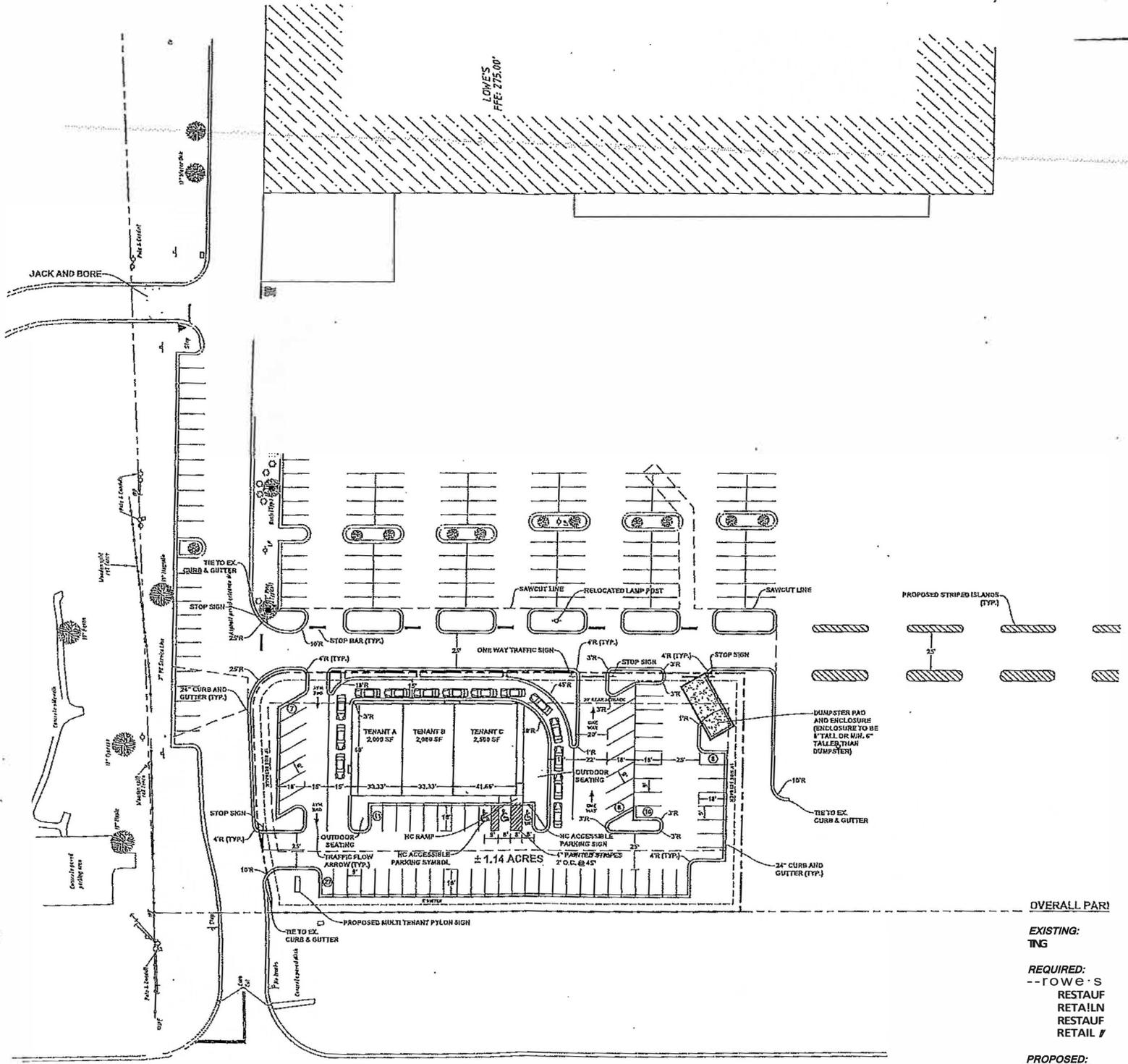
IMAGE DATE 2014



JBHM
Architecture

Biloxi (GA) • Columbus • Jackson • Tupelo

Tupelo Public School District		
Tupelo Middle School Addition		
Preliminary Site Plan		07/24115
P.N.: 15047.00	Revision: 1'-..	L200
Ref. Sheet:		
Drawn by: JSS	Checked by: CL	Scale:



OVERALL PAR

- EXISTING:
 - TNG
- REQUIRED:
 - ROWE'S
 - RESTAUF
 - RETAILN
 - RESTAUF
 - RETAIL /

- PROPOSED:
 - PARKING
 - PRDPOS
 - PROPOS

OVERALL SET

- BUILDING SEJ
 - FRONT
 - SIDE S E
 - REARS!

- SIGNAGESET
 - FRONT!

- OUTDOOR SE
 - SPACE,
 - SPACE!

I

4/J,q
**Lee County
Communications Center**



*Paul W. Harkins
Director*

*Donald Thomas
Assistant Director*

E911 Board

*Bart Aguiñe
Marc Flanagan
Dennis Hebner*

*Michael James
Jim Johnson
Thomas Walker*

*Sean Thompson
Chairman*

Operations Supervisors

*Teresa Sloan Jason, Niclols
Jade Harville Rebecca Boedling*

Quality Improvement Unit

Tanya Mayo Billy Crumpton

September 15, 2015

Honorable Mayor Jason Shelton
City of Tupelo
P.O. Box 1485
Tupelo, MS 38801-1485

Dear Mayor Shelton:

Thank you for your continued support of our dispatch services for Lee County E911 Communications. Please accept this letter to serve for budgetary purposes that beginning October 1, 2015 your new annual contribution will be \$183,678.00.

Please find enclosed your new Invoice for the FY 2015_16.

Sincerely,

P. W. Harkins, Jr.
Paul W. Harkins, Jr.

LEE COUNTY COMMUNICATIONS
MEMORANDUM OF UNDERSTANDING
FOR THE MUNICIPALITY OF TUPELO
PUBLIC SAFETY AGENCY DISPATCH

THIS AGREEMENT made the __ day of _____ 2015, by the E9-1-1 Board of Commissioners of Lee County, Mississippi; the Mayor and Board of Aldermen (City Council) of the City of Tupelo Mississippi.

WHEREAS, such additional funding for 9-1-1 Districts are authorized by Title 19 Chapter 5 Section 313 of the Mississippi Code 1972, Annotated.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, et seq., Mississippi Code of 1972, the Board of Supervisors of Lee County, the Mayor and Board of Aldermen (City Council) of the City of Tupelo, hereby do agree as follows:

SECTION 1: Term: This agreement shall remain in full force and effect until 12:01 a.m. October 1, 2016 or cancelled by mutual agreement of the parties or by 90 days written notice by one party to the other party of the parties or by 90 days written notice of said cancellation.

SECTION 2: Organization:

A. Lee County Communications will provide continuous public safety dispatching for the Municipality of Tupelo.

A. The duties and responsibilities of Lee County Communications will be to transmit and receive non-emergency traffic for the public safety agencies, provide assistance for MJIC information, and assist in resource management for public safety activities of said Municipality.

SECTION 3: Finance: Whereas the annual costs of providing a dispatch services for the public safety agencies in Lee County, MS has been determined by approximate population, the Municipality agrees to pay Lee County Communications \$183,678.00 for the fiscal year 2015/16, which begins October 1, 2015.

Payments for public safety dispatching services may be rendered in one lump sum, or in monthly, quarterly, or bi-annual installments. Please indicate the preference of payments by circling one of the three options for payment.

SECTION 4: Waiver of Claims: Each party hereto hereby waives all claims against the other for compensation of any loss, damage, personal injury or death occurring in consequence of performance or either party, their agents or employees hereunder.

SECTION 5: Integration: This Agreement contains the entire understanding between the parties, and there are no understanding or representatives not set forth or incorporated by reference herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing signed by the parties.

SECTION 6: Compliance with Laws: In performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, rules, and regulations.

SECTION 7: Severability: Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of other provisions, it being the intent that the provisions shall be severable and remain valid.

WITNESS OUR SIGNATURES:

LEE COUNTY E9-1-1 BOARD OF COMMISSIONERS

BY: _____

DATE: _____

ATTEST:

BY: _____

CITY OF TUPELO, MISSISSIPPI

BY: _____

TUPELO, MAYOR

DATE: _____

ATTEST:

BY: _____

LEE COUNTY COMMUNICATIONS
MEMORANDUM OF UNDERSTANDING
FOR THE MUNICIPALITY OF TUPELO
PUBLIC SAFETY AGENCY DISPATCH

THIS AGREEMENT made the ___ day of _____ 2015, by the E9-1-1 Board of Commissioners of Lee County, Mississippi; the Mayor and Board of Aldermen (City Council) of the City of Tupelo Mississippi.

WHEREAS, such additional funding for 9-1-1 Districts are authorized by Title 19 Chapter 5 Section 313 of the Mississippi Code 1972, Annotated.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, et seq., Mississippi Code of 1972, the Board of Supervisors of Lee County, the Mayor and Board of Aldermen (City Council) of the City of Tupelo, hereby do agree as follows:

SECTION 1: Term: This agreement shall remain in full force and effect until 12:01 a.m. October 1, 2016 or cancelled by mutual agreement of the parties or by 90 days written notice by one party to the other party of the parties or by 90 days written notice of said cancellation.

SECTION 2: Organization:

A. Lee County Communications will provide continuous public safety dispatching for the Municipality of Tupelo.

A. The duties and responsibilities of Lee County Communications will be to transmit and receive non-emergency traffic for the public safety agencies, provide assistance for MJIC information, and assist in resource management for public safety activities of said Municipality.

SECTION 3: Finance: Whereas the annual costs of providing a dispatch services for the public safety agencies in Lee County, MS has been determined by approximate population, the Municipality agrees to pay Lee County Communications \$183,678.00 for the fiscal year 2015/16, which begins October 1, 2015.

Payments for public safety dispatching services may be rendered in one lump sum, or in monthly, quarterly, or bi-annual installments. Please indicate the preference of payments by circling one of the three options for payment.

SECTION 4: Waiver of Claims: Each party hereto hereby waives all claims against the other for compensation of any loss, damage, personal injury or death occurring in consequence of performance or either party, their agents or employees hereunder.

SECTION 5: Integration: This Agreement contains the entire understanding between the parties, and there are no understanding or representatives not set forth or incorporated by reference herein. No subsequent modifications of this Agreement shall be of any force or effect unless in writing signed by the parties.

SECTION 6: Compliance with Laws: In performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, rules, and regulations.

SECTION 7: Severability: Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of other provisions, it being the intent that the provisions shall be severable and remain valid.

WITNESS OUR SIGNATURES:

LEE COUNTY E9-1-1 BOARD OF COMMISSIONERS

BY: _____

DATE: _____

ATTEST:

BY: _____

CITY OF TUPELO, MISSISSIPPI

BY: _____
TUPELO, MAYOR

DATE: _____

ATTEST:

BY: _____

#7.10

Resolution

Declaration of Surplus

Whereas, the Tupelo Police Department (host city for the North Mississippi Narcotics Unit) has in its possession items in the attached list. Contained in the attached list are vehicles seized and forfeited to the NMNU and/or City of Tupelo, and equipment purchased with NMNU funds.

Whereas, the listed items have not been used for some time, and if the items are in working order, they have no value or useful life remaining to the unit.

Whereas, the NMNU control board has determined the listed items to be surplus to the unit and authorizes the sale at a public auction, or destruction where sale is not practical (i.e. intelligence gathering equipment).

It is hereby requested that the City of Tupelo Council declare items contained on the attached list surplus to the City of Tupelo and the Council authorize the disposal of said items in accordance with state statute.

t:czs .d

Chief Bart Aguirre

Tupelo Police Department

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

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

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the attached listed items are surplus to the City of Tupelo, Tupelo Police Department and directs that said items be sold at Public Auction in compliance with the directives issued by the State of Mississippi, on the __ day of _____, 2015.

City of Tupelo, Mississippi

Buddy Palmer, President

Attest: Glenda Muse, Clerk of the Council

OCTOBER 2015 NMNU FALL AUCTION (page 01)

1. 1996 Ford Ranger, VIN 1FTCR14X8TPB03.288
2. 2003 Hyundai Tiberon, VIN KMHHM65D13U065194
3. 2005 Chev Pickup, VIN 1GCEC19X95Z264761
4. 2001 Chevrolet Blazer, VIN 1GNEC13T4190124
5. 1999 Buick Lesabre, VIN 1G4HP52K0XH442696
6. 2002 Ford Taurus, VIN 1FAFP55222A259248
7. 2001 Pontiac Grand Prix, VIN 1G2WK52J81F253383
8. 2000 Dodge Intrepid, VIN 2B3HD56J4YH180290
9. 1998 Nissan Altima, VIN 1N4DL01DSWC160768
10. 2000 Saturn LS2, VIN 1G8JW52R6YY663452

1. Iphone 5 IMEI 990002745060507
2. Iphones IMEI990002745405694
3. Iphones IMEI990002889844161
4. Iphones IMEI990002756799829
5. IphoneS IMEI990002747300646
6. Iphones IMEI 990002740052772
7. Iphones IMEI990002826995472
8. Iphones IMEI 990002714610696
9. Iphones IMEI 990002752661361
10. Iphones IMEI 990002747297198

OCTOBER 2015 NMNU FALL AUCTION (page 02)

11. Iphones IMEJ990002714624473
12. Iphone5 IMEI 990002740059694
13. IphoneS IMEI990002745224582
14. Iphone5 JMEI 990002715097505
15. Iphone5 IMEI 990002716451644
16. Iphone5 IMEI 990002754640439
17. Iphone4 IMEI 013660005081068
18. Iphone5 IMEI013215000682958
19. Outside A/c Unit X111774472 COT#15090

#7.11

City of Tupelo
Department of Parks and Recreation



MEM.0

Alex Farned, M.S.
Director

To: Mayor Jason Shelton and City Council
From: Alex Farned
CC: Don Lewis, Kim Hanna, Rosiland Barr, and Glenda Muse
Date: 9/30/2015
Re: Request to Surplus Equipment

I would like to request that the City Council allow the Parks and Recreation Department to surplus the following power washer and return it to the vendor we originally purchased it from for a credit towards a new one.

2647 PRESSURE WASHER, PORTABLE 14459 HS*-3504-3MGH/150446955
PR PARK & REC DEPT JOYNER SHOP 05/14/08 5,785.00

#7,12



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

September 30, 2015

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

Dear Mayor Shelton and Council Members:

The following change order is submitted for approval at your regular meeting on Tuesday, October 6, 2015:

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. Therefore, the revised contract amount is \$2,982,330.00.

I have reviewed this change order and find it to be correct. If you have any questions, please feel free to call upon me.

Sincerely,

Johnny N. Timmons
Manager

Attachment

08598

CHANGE ORDER

OWNER:	City of Tupelo, Water and Light Department 320 North Front Street Tupelo, MS 38802			
CONTRACTOR:	J & P Construction Company, Inc 2550 39th Street Tuscaloosa, AL 35405			
DATE:	SEPTEMBER 18, 2015	LOAN NUMBER:	SRF-C280-885-04	
CHANGE ORDER NUMBER:	2	CONTRACT NUMBER:	1	
PROJECT NAME:	Wastewater Treatment Plant - Nutrient Removal - SRF Proj. No. C280-885-04			
REASON FOR CHANGES:				
<p>(1) ADD: EXISTING PAVEMENT TO BE MILLED AND OVERLAID Scope of Work based on Alternate Bid Number 1 as included on the Bid Form. Reference: Construction Drawings (G-05 & G-06)</p>				
<p>YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS:</p>				
ITEM NO.	DESCRIPTION OF CHANGES (S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT	TOTAL ELIGIBLE COST
Add Alternate No. 1 per Bid Form	ADD: EXISTING PAVEMENT TO BE MILLED AND OVERLAID ONE (1) LUMP SUM	\$ 114,000.00	\$ 114,000.00	\$ 114,000.00
TOTAL CONTRACT CHANGE			TOTAL	TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT			\$2,882,000.00	\$2,882,000.00
CURRENT CONTRACT AMOUNT:			\$2,868,330.00	\$2,868,330.00
THIS CONTRACT CHANGE: (Deduct)			\$ 114,000.00	\$ 114,000.00
REVISED CONTRACT AMOUNT:			\$2,982,330.00	\$2,982,330.00
CURRENT CONTRACT COMPLETION DATE:			October 1, 2015	October 1, 2015
TIME EXTENSION REQUIRED BY CHANGE:			67 Days	67 Days
REVISED CONTRACT COMPLETION DATE:			December 7, 2015	December 7, 2015
<p>THIS CONTRACT CHANGE ORDER SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.</p>				
RECOMMENDED BY:	 (Engineer)	DATE	10/1/15	
ACCEPTED BY:	 (Contractor)	DATE	10/1/15	
APPROVED BY:		DATE:		
	(Owner)			

#7.13



SUBSCRIBER SERVICE AGREEMENT

This Subscriber Service Agreement ("Agreement") is entered into by ONLINE Information Services, Inc., hereafter referred to as "ONLINE", a North Carolina corporation, d/b/a the ONLINE Utility Exchange and CITY OF TUPELO WATER & LIGHT DEPARTMENT Thereafter referred to as 'Subscriber', 333 Court Street, Tupelo, MS 38804 a Mississippi corporation as of Tuesday, July 28, 2015.

ONLINE and Subscriber agree as follows:

1. **Services.** Through the ONLINE Utility Exchange, ONLINE will furnish services to Subscriber involving the supply of business and consumer information, consumer reports, credit worthiness scores, fraud detection, information pertaining to unpaid utility bills and other services that ONLINE may, from time to time, make available to Subscriber ("Services"). Any mention of rights or obligations to ONLINE within this agreement shall also apply to Experian, Trans Union, Equifax, Core Logic, LexisNexis, Background Data, and Rapid Courts ("Data Providers").
2. **Charges to Subscriber.**
 - A. Subscriber agrees to pay ONLINE for all charges for each Subscriber Inquiry, including "no record found", submitted to ONLINE as outlined in SCHEDULE A "ONLINE Charges to Subscriber."
 - B. Bureau/Jurisdiction Surcharges and Fees. Subscriber acknowledges that Data Providers may impose additional surcharges for access to files that are entirely owned or that reside in certain States or Counties. Additionally certain Jurisdictions charge court fees for accessing public record information. Examples of these charges include Equifax Affiliate owned files, California Privacy Act Surcharges, and Alaska and Colorado State surcharges, and County Court fees. In the event that a file/report is accessed which has such a surcharge or fee ONLINE will pass that surcharge/fee along to the Subscriber.
 - C. Subscriber acknowledges that the pricing in Schedule A is based upon volume representations made by Subscriber during the negotiation of this agreement. In the event that Subscriber fails to meet these volume expectations, ONLINE reserves the right to adjust its charges to accurately reflect the volume used by Subscriber.
 - D. Subscriber agrees that ONLINE aggregates data from third party sources and from time to time the cost to ONLINE to provide the services may increase. ONLINE reserves the right to adjust Subscriber's pricing to reflect any such change with a 30 day notice to Subscriber prior to the change becoming effective.
 - E. Subscriber agrees that on each annual contract renewal the per inquiry price may increase by no more than 2.5% of the then current price if Online receives an increase in price from our provider. This new per inquiry price will be reflected on the first invoice after the contract renewal with no additional notice to Subscriber.
 - F. Subscriber will be solely responsible for all federal, state and local taxes levied or assessed in connection with ONLINE's performance of the Services, other than income taxes assessed with respect to ONLINE's taxable net income, for which income taxes ONLINE will be solely responsible.
3. **Invoicing/Billing.**
 - A. Subscriber agrees that the pricing in Schedule A is based on Subscriber setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.
 - B. All billing is processed monthly between the 1st and the 5th for the previous month's services.
 - C. ONLINE will process the automated payment and deliver to Subscriber an invoice marked "Paid in Full".
 - D. All invoices will be delivered via electronic mail to the email addresses designated by Subscriber.
 - E. Subscriber agrees that, if their automated payment method is declined, ONLINE may charge a Non-Sufficient Funds fee, not to exceed \$25.00.
 - F. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.
 - G. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with ONLINE.
 - H. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Subscriber agrees to pay ONLINE's cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Subscriber.



Initial

4. Subscriber Waiver

- A. Subscriber hereby certifies and warrants that it will request and use consumer information received from ONLINE solely in connection with credit transactions involving the consumer as to whom such information is sought, or for other "permissible purposes" as defined by the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq. (together with any successor or replacement statutory provisions, "FCRA")
- B. Subscriber hereby certifies and warrants that it will request and use the fraud prevention portion of the service in compliance with a "permitted purpose" under the Gramm Leach Bliley Act, specifically fraud prevention and detection.
- C. As many ONLINE services contain information from the Social Security Administration's Death Master File ("DMF"), Subscriber acknowledges its obligation to restrict Subscriber's use of deceased flags or other indicia within ONLINE's services to legitimate fraud prevention or business purposes in compliance with applicable laws, rules and regulations and consistent with Subscriber's applicable Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) or Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) use. Subscriber certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within ONLINE's services.
- D. All such information shall be maintained by Subscriber in strict confidence and disclosed *only* to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested, and Subscriber will not disclose, sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law; provided, however, that if Subscriber has purchased a consumer report from ONLINE in connection with a consumer's application for credit, and the consumer makes a timely request of Subscriber, Subscriber may share the contents of that report with the consumer as long as it does so without charge.
- E. Subscriber acknowledges that it has received and reviewed a copy of the "Credit Scoring Services." (See Exhibit "A".)
- F. Subscriber shall request consumer reports from ONLINE by electronic means. Each request will contain sufficient identifying information concerning the consumer about whom the consumer report is requested to enable ONLINE to deliver the consumer report.
- G. ONLINE reserves the right to modify the standard inquiry format to be used by Subscriber and Subscriber agrees to abide by such modifications.
- H. Subscriber hereby certifies that it will properly dispose of any customer information obtained from the use of the services to include the destruction or erasure of electronic media, the burning, pulverizing, or shredding of papers containing the customer information so that the information cannot practically be read or reconstructed.
- I. Subscriber may elect to receive Credit, Criminal, OMV and other consumer information for the purpose of evaluating a potential or current employee's background. Information received by Subscriber may include data from Equifax, Experian, Trans Union, or other Data Providers. If Subscriber elects to receive Employment Reports Subscriber acknowledges the following:
- i. A clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report (to include credit and criminal) may be obtained for employment purposes.
 - ii. The consumer has authorized in writing the procurement of the Employment Report by the subscriber.
 - iii. To include on their application for employment a signed authorization and release section giving permission for the Subscriber to pull an Employment Report to investigate the applicant.
 - iv. To keep documentation on the applicant (Signed Employment Application, Copy of Employment Report) on file in their office for 5 years.
 - v. Subscriber agrees that Employment Reports will be the only consumer reporting products pulled to screen employment applicants.
 - vi. Subscriber acknowledges that before taking any adverse action based in whole or in part on the Employment Report (if an offer is not extended to applicant based on information contained within the Employment Report), a copy of the report which contains the applicant's rights under the Fair credit Reporting Act must be given to the applicant.
 - vii. The information from ONLINE's Employment Reports will not be used in violation of any applicable federal or state equal employment opportunity law or other regulation. Subscriber hereby acknowledges receipt of "Notice to Users of Consumer Reports: Obligations of Users under FCRA". (See Exhibit "B".)
- J. California and Vermont Users
- i. Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act. Subscriber certifies that it IS or IS NOT a "Retail Seller", as defined in Section 1802.3 of the California Civil Code, doing business in California and issues credit to consumers who appear in person. It will instruct its employees and agents to inspect a photo identification of the consumer at the time the application is submitted in person. This paragraph does not apply to an application for credit submitted by mail.
 - ii. Subscriber acknowledges that it has received and reviewed a copy of the "Requirements for California and Vermont Users." (See Exhibit "C")
- K. Subscriber further agrees that it will be solely responsible to ensure and require that each of its users meets and complies with applicable federal, state and local laws, rules, and regulations relating to its use of the Services and to the protection of ONLINE of Subscriber's Records. Relevant laws include but are not limited to:
- i. Establishing reasonable procedures to insure that its employees will not request Data Services relating to themselves, their families, friends, or request consumer information on other persons other than as permitted by the FCRA, ONLINE, and this Agreement.
 - ii. Where adverse action is taken against a consumer that is based in whole or in part on the information contained in a consumer report provided by ONLINE, consistent with the responsibilities under the Fair Credit Reporting Act, Subscriber shall notify the consumer to direct consumer inquiries to the CRA that provided the report and contained on the adverse action notice for such report.

- L. Record Retention. *The Federal Equal Opportunlies Act states tile! a oredilor (Online) must preserve all written or recorded informal/on connected with en application for 60 months. In keeping with the ECOA, the credit reporting agency requires that you rotain the credit epp//cation and, If applicable, a purchase agraamanl fore period of not less then 60 months. When onducttng an Jnves/igation, part/cu/orly lo/owing a breach or a consumer compleint !hilt your company impermlss10/y accessed /liel credit report, the credlt reporting agency wll oonlect you and will raquest a copy of the original app/loef/on signed by the 0011sumer01; // epplicabio, e copy of the sales coniracl. 'Under Seo/ion 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be /labia for a civil penalty of not more then \$2,500 parvloiallon." 'Nola: On/lna is comp/lan! with the FCRA.*

6. ONLINE Use,

- A. The ONLINE Utility Exchange acknowledges its qualification as a specialty consumer reporting agency according to the Fair Credit Reporting Act: § 603 Definitions; rules or construction [15 u.s.c. § 1681a]; "(D The term "consumer reporting agency" means any person which, for monetary fee, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports."
- B. As a consumer reporting agency, ONLINE may only use Subscriber's records for purposes consistent with applicable federal, state, and local laws, rules, and regulations in the identification of credit risk and/or to recover unpaid accounts.
- C. ONLINE shall not sell or furnish to any third party a list of consumers' names and addresses identified as a current or previous customer of Subscriber, nor will ONLINE extract directly from or otherwise identify on any third party's list a list of Subscriber's customers identified as a customer list of Subscriber. In no event shall ONLINE distribute a list of Subscriber's current or previous customers outside of the uses defined in this agreement.
- D. ONLINE shall use commercially reasonable efforts to promptly and accurately process and incorporate into its database any record updates or consumer dispute verifications furnished to it by Subscriber, in accordance with the requirements of the FCRA or other applicable state or federal law. In the event that ONLINE deems any record updates or verification response of Subscriber to be incomplete, internally inconsistent, or otherwise inaccurate, ONLINE, in its sole discretion, may revise the item of information to conform with information supplied by the consumer, reject the record update or verification response and delete the information from its database, or make any other revisions that it deems necessary or appropriate.

6. FCRA Requirements

- A. Although the FCRA primarily regulates the operations of consumer reporting agencies, it also affects Subscriber as a user of information. ONLINE has included a copy of the FCRA with Subscriber's membership kit and it is posted at <http://www.ftc.gov/uslsta.tutes/fcradoc.pdf>. ONLINE suggests that Subscriber and Subscriber's employees become familiar with the following sections in particular:
- § 604. Permissible Purposes of Reports
 - § 607. Collection Procedures
 - § 615. Requirement on users of consumer reports
 - § 616. Civil liability for willful noncompliance
 - § 617. Civil liability for negligent noncompliance
 - § 619. Obtaining information under false pretenses
 - § 621. Administrative Enforcement
 - § 623. Responsibilities of Furnishers of Information to consumer Reporting Agencies
 - § 628. Disposal of Records
- B. Each of these sections is of direct consequence to users who obtain reports on consumers. See Exhibit "B" for Notice to Users of Consumer Reports: Obligations of Users under the FCRA.
- C. As directed by law, consumer reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment partnership, etc. It is imperative that Subscriber identifies each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact Subscriber's usage of reports for employment purposes.
- D. ONLINE strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. ONLINE believes that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.
- E. In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, ONLINE expects that Subscriber will comply with all relevant federal statutes and the statutes and regulations of the states in which Subscriber operates. The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.

7. Conditions. Subscriber recognizes that ONLINE's Services require open sharing of Information between Subscribers,

- A. Subscriber agrees to furnish to ONLINE, Information from its records about its current and/or previous customers with whom it has established accounts. Such Information will be furnished and updated no less frequently than at monthly intervals, unless otherwise agreed in writing. Subscriber hereby certifies that all Information furnished to ONLINE shall be complete and accurate. Subscriber heretofore has the option to make a list of all current customers, including the service address, telephone number, place of employment and employment telephone number (hereinafter referred to as Utility Exchange Data), as well as a list of all current or previous customers who have unpaid utility bills more than 30 days old (hereafter referred to as Utility Exchange Data). Subscriber agrees that each account will be accompanied by the Social Security Number of the guarantor of the bill and, in the case of married parties or joint responsibility by more than one guarantor, the Social Security Number of each party who is responsible for payment of the bill.
- E. Subscriber agrees they are a Data Furnisher as defined by the Fair Credit Reporting Act and will comply with the "Obligations of Furnishers" as attached in Exhibit "O".
- G. Subscriber agrees to notify ONLINE within 30 days of receipt of payment on any account which is part of ONLINE's Utility Exchange Data.
- D. Subscriber shall respond to any consumer disputes initiated by consumer within five (5) working days from receipt of dispute. Subscriber shall re-verify disputed information through either voice communication, electronic mail, or through other means as mutually agreed in writing. Subscriber certifies that all information supplied by it on any automated or manual basis in response to a consumer dispute verification request sent to it by ONLINE shall be complete and accurate. If in response to a consumer dispute verification request received from ONLINE, Subscriber desires to change any information relating to an account it has previously reported, Subscriber shall update the account information on both the verification response and its own internal records to conform to such change. Subsequent customer record updates provided by Subscriber shall reflect such change.
- Ea. In the event that Subscriber tells to contribute Utility Exchange Data to the ONLINE Utility Exchange within 180 days of the effective date of this agreement, ONLINE shall consider the Subscriber to be a Non-Data Contributing Subscriber and shall impose a Non-Data Contributor Surcharge of an additional \$.25 per Inquiry.

8. Term and Termination.

- A. This Agreement is for a period of 12 months from the effective date and will automatically renew annually unless terminated by either party in writing at least 30 days prior to the then current expiration date.
- B. Notwithstanding the foregoing, if Subscriber is delinquent in the payment of charges, violates the FCRA or other applicable law or violates a material term of this Agreement, ONLINE may, at its election, discontinue providing the Services to Subscriber and terminate this Agreement immediately by written notice to the Subscriber.
- C. Notwithstanding anything to the contrary in this Agreement, the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by ONLINE in its reasonable judgment, or due to circumstances imposed by ONLINE's third party vendors or Data Providers, ONLINE may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to ONLINE's Services or any affected component hereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by ONLINE in complying with the applicable laws or regulations or circumstances imposed by third party Data Providers and will become effective on the date specified in such notice unless Subscriber objects in writing, in which case ONLINE may exercise its rights under clause (a) above. ONLINE will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.
- D. No Damages or Indemnification for Termination. Neither party shall be liable to the other party for any costs or damages, of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages, or for indemnification, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

9. Warranties.

- A. ONLINE Utility Exchange. Subject to Section 18 "Excusable Delays" hereof, ONLINE warrants to Subscriber that ONLINE will use commercially reasonable efforts to deliver the Services promptly. Subscriber acknowledges that the Services involve information provided to ONLINE by fallible human sources and that for the fee charged for the Services, ONLINE cannot and will not be an insurer or guarantor of the accuracy or reliability of the Services, data contained in its database, or data provided with the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY ONLINE HAS GIVEN SUBSCRIBER WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ONLINE MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. Credit Scoring. ONLINE's Credit Scoring Vendor warrants that these Credit Scoring Models are empirically derived and demonstrably and statistically sound and that to the extent the population to which the Credit Scoring Model is applied is similar to the population sample on which the Credit Scoring Model was developed, the Credit Scoring Model score may be relied upon by Subscriber to rank co-owners. It is the order of the risk of uncertainty that payers might present to Subscriber. ONLINE's Credit Scoring Vendors further warrant that so long as they provide the Credit Scoring Model, they will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 et seq. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES ONLINE'S CREDIT SCORING VENDORS HAVE GIVEN SUBSCRIBER WITH RESPECT TO THEIR CREDIT SCORING MODEL AND

SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ONLINE'S CREDIT SCORING VENDORS MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Subscriber's rights under the foregoing Warranty are expressly conditioned upon Subscriber's periodic revalidation of the Credit Scoring Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 et seq.), ONLINE shall not be deemed to have made (nor shall ONLINE be liable or responsible for in any respect for the application or enforcement of) any warranty set forth in this Section 9.8.

- C. Criminal Reports. With respect to criminal reports available from ONLINE, neither ONLINE nor any division thereof nor any of its employees or officers or directors, makes any warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product, or process disclosed, or represents that its use would not infringe on privately owned rights. Subscriber hereby acknowledges that ONLINE does not create or maintain these records or information, and that ONLINE relies on third party sources including, but not limited to, data providers, state departments, state repositories, correctional institutions, the courts and other information sources. Subscriber understands ONLINE is not responsible for the content or accuracy of such records or information and ONLINE suggests that these searches should only be used as a preliminary inquiry. The records obtained from these searches must be used in complete compliance with the Fair Credit Reporting Act, Fair Housing Laws, and any other state or federal laws governing the use of public records. Although every effort is made to assure the accuracy of the information contained in these reports the Subscriber releases, indemnifies and holds harmless ONLINE to the fullest extent allowed by law with respect to Subscriber's receipt and/or use for any reason, of any information provided by ONLINE. Subscriber acknowledges that data entry errors or incomplete records may result in the return of incorrect results. ONLINE cannot offer legal advice on how to use the information contained in these reports and is not responsible for any action taken by Subscriber based on this information.
10. Limitation of Liability. Subscriber acknowledges that ONLINE maintains a database, updated on a periodic basis, from which Subscriber solicits information, and that ONLINE does not undertake a separate investigation for each inquiry or request for Services made by Subscriber. Subscriber also acknowledges that ONLINE provides Subscriber access to national consumer reporting agencies and various products and services available to Subscriber from these repositories through ONLINE. With regard to limitation of liability, any mention of ONLINE shall also apply to Experian, Trans Union, Equifax, LexisNexis, Gore Logic, Rapid Courts, and Background Data (Data Providers). Subscriber also acknowledges that the prices ONLINE charges Subscriber for the Services are based upon ONLINE's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Subscriber and not ONLINE. Subscriber therefore agrees that it is responsible for determining that the Services are in accordance with ONLINE's obligations under this Agreement. If Subscriber reasonably determines that the Services do not meet ONLINE's obligations under this Agreement, Subscriber shall so notify ONLINE in writing within ten (10) days after receipt of the Services in question. Subscriber's failure to so notify ONLINE shall mean that Subscriber accepts the Services as is, and ONLINE shall have no liability whatsoever for the Services. Unless ONLINE disputes Subscriber's claim, ONLINE shall, at its option, either re-perform the Services in question or issue Subscriber a credit for the amount Subscriber paid for the nonconforming Services. This re-performance or credit constitutes Subscriber's sole remedy and ONLINE's maximum liability for any breach of this Agreement by ONLINE. If, notwithstanding the above, liability is imposed on ONLINE, then Subscriber agrees that ONLINE's total liability for any or all of Subscriber's losses or injuries from ONLINE's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Subscriber to ONLINE under this Agreement during the six month period preceding the alleged breach by ONLINE of this Agreement. Subscriber covenants that it will not sue ONLINE for any amount greater than permitted by this Agreement NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL ONLINE HAVE ANY OBLIGATION OR LIABILITY TO SUBSCRIBER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE SUBSCRIBER (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE SUBSCRIBER WAS ADVISED SUCH DAMAGES MIGHT ARISE.
11. Hold Harmless. Subscriber agrees that some of the information it will have access to maybe provided by third parties to include Equifax, Experian, Trans Union, LexisNexis, Gore Logic, Rapid Courts, and Background Data (Data Providers). Without limitation of its obligations of indemnification to ONLINE under this Agreement or under applicable law, Subscriber shall indemnify, defend and hold ONLINE's Suppliers, their officers, directors, employees, agents, contractors and subcontractors harmless for any and all injuries, damages, claims, costs and expenses arising out of Subscriber's use of the Services.
12. Indemnification. Subscriber shall indemnify, defend and hold ONLINE and ONLINE Utility Exchange harmless from and against any and all claims, losses, damages, costs and expenses, including reasonable attorney fees, which may be asserted against or incurred by ONLINE or ONLINE Utility Exchange, based upon the use by Subscriber of the Services or other information furnished by ONLINE for purposes not permitted by law. Subscriber shall be liable for its own acts of negligence, and Subscriber shall hold ONLINE harmless and indemnify ONLINE for any claims, damages, loss, cost, expense or liability (including reasonable attorney's fees) incurred by ONLINE as a result of Subscriber's negligence in the furnishing of data to ONLINE, Subscriber's failure to perform any of its obligations described in this Agreement or any other breach by Subscriber of its obligations under this Agreement, or Subscriber's failure to comply with the FCRA.
13. Access Security. Subscriber acknowledges that it has received and reviewed a copy of the "Access Security Requirements." (See Attachment E.)

A. Subscriber will notify ONLINE immediately as any approved User leaves or is terminated so that the User can be deactivated from the ONLINE system.

14. Intellectual Property. Subscriber acknowledges that ONLINE has expended substantial time, effort and funds to create and deliver the Services and compile its consumer reporting database. The Services and the data in ONLINE's Consumer Reporting databases are and will continue to be ONLINE's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Subscriber or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services or data in ONLINE's Consumer Reporting database. Subscriber will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of ONLINE's or its affiliates' proprietary designations, whether registered or unregistered, without ONLINE's prior written consent. Under no circumstances will subscriber attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by ONLINE, its Data Providers, or its credit scoring vendors.
15. Non-Solicit Clause. During the term of this agreement and for a period of 1 year subsequent to the termination of this agreement, neither party shall: (i) solicit, or encourage any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit, any employee of the opposing party or any of its subsidiaries to leave the employ of the opposing party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit for employment, hire or engage as an independent contractor, any person who was employed by the opposing party or any of its subsidiaries at any time during the term of the Employee's employment with the other party or any of its subsidiaries; provided, that this clause shall not apply to any individual whose employment with the opposing party or any of its subsidiaries has been terminated for a period of one year or longer.
16. Waiver. Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.
17. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Subscriber without prior written consent; such consent shall not be unreasonably withheld.
18. Audit Rights. Subscriber understands that ONLINE and each of ONLINE's Data Providers require the right to audit usage by Subscriber for compliance with the requirements of the Federal Fair Credit Reporting Act. Subscriber herein agrees to cooperate fully with any compliance audit by ONLINE or ONLINE's Data Providers and to provide ONLINE any required documentation or other information necessary for such an audit in a timely and reasonable manner.
19. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the Party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.
20. Dispute Resolution. With the exception of any action taken under paragraphs 1 and 4 or any alleged violation of paragraph 9, 10 and 16 of this Agreement, the parties will resolve any dispute arising out of or relating to this Agreement in a binding arbitration conducted under the auspices of the American Arbitration Association. Disputes arising out of or resulting from actions taken under paragraphs 1, 4 or 9, 10 and 16 may be resolved informally by the parties through the courts.
21. Site Inspection. Subscriber agrees to an inspection of its premises by an independent third party inspection agency. The inspection is to be completed, in a timely manner, before any services will be set up with our company. Subscriber's Application Fee will be waived.
22. Continuation of Business. In the event that Subscriber's business is sold or relocates to a different location, it is the Subscriber's obligation to notify ONLINE, in writing, of these changes, within 72 business hours of the effective date of the transaction or the relocation.
23. Notifications. Subscriber and ONLINE agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

ONLINE Information Services, Inc.
J.W. Blair, President
P.O. Box 1489
Winterville, NC 28590
Fax: (800) 838-9830

City of Tupelo Water & Light Department
Subscriber Company Name

Brenda Pivell
Subscriber Contact Name, Title

omcs.Máoááér
Subscriber Mailing Address

P.O. Box 588, Tupelo, MS 38802
Subscriber City, State, Zip

Fax: 662-841-6471

24. **Severability.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.
25. **Contract in Entirety; Law.** This Agreement sets forth the entire understanding and agreement between ONLINE and Subscriber concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.
26. **Effective Date.** This Agreement is effective beginning July 28, 2015.

{Signature Page to Follow}

BP
Initial

IN WITNESS WHEREOF, this party has caused its authorized representative to execute this agreement on the date indicated below,

Subscriber hereby certifies to have read and understand the "FCRA Regulation" notice and "Accurate Reporting" notice and will take all reasonable measures to enforce them within subscriber's facility. Subscriber certifies that it is permissible to use all services provided from ONLINE in accordance with the Fair Credit Reporting Act and the applicable service agreement. Subscriber also certifies that information obtained from ONLINE will be used for the purpose(s) listed below and no other. Subscriber will not resell the report to any third party.

PERMISSIBLE PURPOSES: APPROPRIATE USE; Data: credit file (purpose 1) (a clear affirmative for which ONLINE Service and consumer data will be used, (An example is a "Checking Credit" & not a purchase purpose.))

TO USE THIS SERVICE FOR ID VALIDATION AND CREDIT CHECK TO DEFER TO NEW CUSTOMER'S

~~IF FOOTNOTED TO CITY OF TURELO MANDATORY ADDENDUM TO CONTRACTS,~~

~~THIS AGREEMENT IS SUBJECT TO CITY OF TURELO MANDATORY ADDENDUM TO CONTRACTS, ATTACHED HERETO AS "EXHIBIT F" ATTACHED AND INCORPORATED HEREIN AS IF FULLY REPRODUCED IN WORDS AND FIGURES.~~

Subscriber: City of Tupelo Water & Light Department

Signature: Brenda Powell

Print Name: Brenda Powell

Title: Office Manager

Email: broopa.pq@tupelowa.com

Phone: 662-344-1111

Print Name: Kim Hann

Title: CFO/City Clerk

Signature: _____

Print Name: Johnny Tommons

Title: Director

Date: 7/3/15

Federal Tax ID: 66-0400980

Address of Principal business:

133 Court Street

Tupelo, MS 38801

Mailing Address (if different)

P.O. Box 188

Tupelo, MS 38802

ONLINE Information Services, Inc.
dba/ ONLINE Utility Exchange

By: Michael Hill

Title: President

Phone: 662-344-1111

Address: PO Box 1489
Vintonville, NC 26590
UNETWILLYEX@comcast.net

Telephone: (006) 030-6400
Fax: (006) 838-8830

PR

fniUdl

#1.14

STATE OF MISSISSIPPI
COUNTY OF LEE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "MOA"), is made as of the last date of execution, by and between the City of Tupelo (the «City»), a municipality of the State of Mississippi and Tombigbee River Valley Water Management District ("TRVWMD"), a state agency of the State of Mississippi pursuant to Miss. Code Anno. Sec. 51-13-103 (1972 as amended).

WHEREAS, the City has applied to and been approved for a grant from the National Resource Conservation Service ("NRCS") to assist the cleaning or clearing of drainage ditches, creeks or channels on public or private property within the scope of the project, all lying within the municipal boundaries of the City occasioned by storm debris from a tornado occurring April 28, 2014; and

WHEREAS, the City is authorized to incur costs and pay necessary expenses in providing labor, materials and supplies in order to prevent erosion where such erosion has been caused or will be caused by such drainage ditches, creeks or channels pursuant to Miss. Code Anno. Sec. 21-19-13 (2) (1972 as amended) and may perform and exercise any duty, responsibility or function, may enter into agreements and contracts, may provide and deliver any services or assistance, and may receive, expend and administer any grants, gifts, matching funds, loans or other monies, in accordance with and as may be authorized by any federal law, rule or regulation creating, establishing or providing for any program, activity or service pursuant to Miss. Code Anno. Sec. 21-17-1 (1 O); and

WHEREAS, TRVWMD is a state agency generally authorized by Miss. Code Anno. Sec. 51-13-1 *et seq.* (1972 as amended), and specifically empowered to act through its directors to enter into contracts with municipalities, corporations, districts, public agencies, political subdivisions of any kind, and others for any services, facilities or commodities that the project may provide, and to fix and collect charges and rates for any services, facilities or commodities furnished by it in connection with the project, and to impose penalties for failure to pay these charges and rates when due pursuant to Miss. Code Anno. Sec. 51-13-111 (r) and (s) (1972 as amended); and

WHEREAS, the Lee County Board of Supervisors has previously resolved to request the assistance of TRVWMD to perform said work, but due to parts of the overall storm damaged drainage project lying within the municipal boundaries of the City, attendant with City administration of the NRCS grant, a separate agreement between the City and TRVWMD has been deemed advisable by the City and TRVWMD; and

WHEREAS, the Interlocal Cooperation Act of 1974 defines the City as a local governmental unit but does not define TRVWMD as a local government unit pursuant to

Miss. Code Anno. Sec. 17-3-3(a) (1972 as amended); the agreement is between a local government unit and a state agency and not one between local government units; and

WHEREAS, the Interlocal Cooperation Act of 1974 does provide that agreements between local government units which *additionally* involve state agencies in whole or in part with the provision of services or facilities with regard to which an officer, unit or agency of the state government has constitutional or statutory powers of control, the agreement shall, as a condition precedent to its being in force, be submitted to the state officer, unit or agency having such power of control and shall be approved or disapproved by him or it as to all matters within his or its jurisdiction in the same manner and subject to the same requirements governing action of the attorney general pursuant to subsection (1) of this section pursuant to Miss. Code Anno. Sec. 17-3-11 (2) (1972 as amended); and

WHEREAS, TRVWMD, in addition to the specifically enumerated powers above, has authority to act jointly with political subdivisions of the state and agencies, commissions, and instrumentalities thereof, and with the federal government and other agencies thereof in the performance of the purposes and services authorized in this article, upon such terms as may be agreed upon by the directors, Miss. Code Anno. Sec. 51-13-145 (1972 as amended), and the provisions of any other law, general, special, or local, except as provided in the laws governing TRVWMD, shall not limit or restrict the powers granted by the laws governing TRVWMD, Miss. Code Anno. Sec. 51-13-147 (1972 as amended).

WHEREAS, the governing authorities of the City by separate resolution have determined entering into this agreement is in the best interests of its citizens, the specific powers authorizing the City and TRVWMD to enter this agreement have been recited above; the duration, purpose and terms-to include jointly utilized easements with specific expiration dates-have been cited below; and the project does not involve the creation of separate legal or administrative entities or joint boards; and

WHEREAS, the agreement is a simple contract for services between a local government and a state agency.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties agree as follows:

ARTICLE I PURPOSE, SCOPE AND DURATION

1.1 The purpose of this agreement is to clean or clear drainage ditches, creeks or channels on public or private property within the scope of the project, all lying within the municipal boundaries of the City and the geographical jurisdiction of TRVWMD occasioned by storm debris from a tornado occurring April 28, 2014.

1.2 The scope of the project is attached hereto in Exhibit "A".

1.3 Both parties acknowledge and agree that due to time and budgetary constraints the entire work contemplated by the project may not be completed.

1.4 The duration of the project will be December 31, 2015, unless otherwise extended in writing by the parties.

ARTICLE II AGREEMENT

2.1 TRVWMD has agreed to perform cleaning and clearing services within the project scope of work to include removal of the debris from the water course of the creek or drainage structure and stacking the debris in manageable piles on the banks of the creek or drainage structure for hauling as coordinated with the City within the easements obtained.

2.2 TRVWMD will perform the work for an estimated price not to exceed \$481,271.14. See Exhibit "B" attached hereto.

2.3 The City will obtain all easements not to exceed 50 feet of the center line of the water course due to the urban nature and location of the project. Work shall not be performed in the absence of easement.

2.4 The City will be responsible for removal, hauling and disposal of debris cleared and stacked on the banks of the water course.

2.5 TRVWMD will invoice the City every thirty (30) days for work performed during that time.

2.7 The City will remit, and TRVWMD agrees to accept, seventy-five percent (75%) of the invoiced amount in satisfaction of the charges for work performed.

2.6 The parties agree to communicate and cooperate regarding reasonable changes to the scope of work as may be warranted under field conditions and the schedule of work.

ARTICLE III MISCELLANEOUS

7.1 If any clause, provision or paragraph of this MOA is held to be illegal or invalid by any court, the illegality or invalidity of such clause, provision or paragraph shall not affect any remaining clauses, provisions or paragraphs hereof, and this MOA shall be construed and enforced as if such illegal or invalid clause, provision or paragraph had not been contained herein.

7.2 The terms of this MOA may be modified or waived only by a separate writing signed by each of the parties that expressly modifies or waives any such term.

7.3 This MOA may be executed in several counterparts all of which shall be regarded for all purposes as original and shall constitute and be but one and the same instrument.

7.4 The parties agree to execute and deliver such additional instruments and documents, provide such additional financial or technical information, and to take such additional actions as may be reasonably required from time to time in order to accomplish the realization of the incentives contained herein.

7.5 Each party will use its best efforts to coordinate with the other party all press releases, other announcements, events and publications concerning the Project.

7.6 The representations and covenants made by the parties and contained herein shall survive the performance of any obligations to which such representations and covenants relate.

7.7 The term of this MOA shall commence on the date of the last execution and continue in effect through the date all obligations and covenants herein are met.

7.8 This MOA shall be governed by the laws of the State of Mississippi and venue shall lie in the First Judicial District of Lee County, Mississippi.

7.9 All communications and notices expressly provided for herein shall be sent, by registered first class mail, postage prepaid, or by nationally recognized courier for delivery on the next business day, or by telecopy (with such telecopy to be promptly confirmed in writing sent by mail or overnight courier as aforesaid) as follows:

CITY OF TUPELO

Jason Shelton
Mayor
P. O. Box 1485
Tupelo, MS 38802

TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT

Steve Wallace
Executive Director
187 North Eason Blvd.
Tupelo, MS 38802

7.10 This MOA and the benefits provided herein are not assignable by the parties without the prior written consent of the other party whose rights or obligations are affected, which consent shall not be unreasonably withheld.

7.11 In the event that the Constitution or law of the United States or State of Mississippi limit the ability of a party to perform its commitments hereunder in any way,

then said party will make its best effort to identify and provide the other party a permissible substitute commitment to achieve the purposes of this agreement.

IN WITNESS WHEREOF, the City of Tupelo has caused its name to be hereunto subscribed by the Mayor and Clerk of the City, and the Tombigbee River Valley Water Management District has caused its name to be hereunto subscribed by its President as of the date hereinafter written.

[SIGNATURES ON FOLLOWING PAGES]

APPROVED:

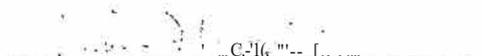
APPROVED:



JASON L. SHELTON, Mayor

SEPTEMBER 1, 2015
DATE

A/DEST:



LUM HANNA, CFO/CITY CLERK

TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT

BY: 
JERRY KEITH, PRESIDENT

DATE 1.e;f - 1 b, 2 P J5'

#7.15

DocuSign Envelope ID: JBBA5400-DJ77-4D34-809E-2B1D8110C878



Networkfleet Pilot Program

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

Pilot Order Information	Date	Account Sub Type	PUBLIC SECTOR
Pilot Duration	August 20, 2015	Sales Contact	Bob Boggio
Number of Days	160		(832) 581-9295 bboboggio@verizon.com

Company Name	Tupelo public works	Main User Name	Alan Taylor
DBA			Alan Taylor@tupelops.gov
Address	604 Crossover Rd	name zone	central
City	Tupelo		
State	MS		
Zip	38801		
Country	us		

Item Description	Code	Qty	Unit Price
5500N3VD GPS Diagnostics	5500N3VD	13	\$0.00
LCH Duly Harness plus OBD-11 Adapter Kit (5500/5200)	Paris047	10	\$0.00
9-pin Heavy Duly Harness with sovare Flange 15500/5200}	Paris044	3	\$0.00
Base Installation - Plug/PLAY or 3 Wire		13	\$0.00
5500 monthly service fees	5500MS	13	\$0.00

Pilot Order Terms & Conditions

Ship to Address #1 (Pilot Order will be shipped to this address)	
Company	Tupelo Public Works
Contact	Alan Taylor
Street Address	604 Crossover Road
City	Tupelo
State	MS
Zip	38801
Phone	662-111-6666
Items to ship to this address	

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

100113

DocuSign Envelope ID: 3BB45400-D377-4D74-804E-28ED811DC076

Customer Signature	
Name	Jason L. Shelton, Mayor
Sign Here	
Title	
Emif--	
Date	8/25/2015

100113

DocuSign | envelope ID: 3RBA5100-D371-4034-809E-2BED81DCB7B

13. NOTIFICATIONS; WEBSITE MAINTENANCE; NETWORK OUTAGE; NETWORK SECURITY; NETWORK WEBSITE FROM TIME TO TIME; ...

14. DATA; CUSTOMER RIGHTS; WEBSITE SECURITY; NETWORK SECURITY; NETWORK WEBSITE FROM TIME TO TIME; ...

15. SERVICE; NETWORK SECURITY; NETWORK WEBSITE FROM TIME TO TIME; ...

16. NETWORK SECURITY; NETWORK WEBSITE FROM TIME TO TIME; ...

17. NETWORK SECURITY; NETWORK WEBSITE FROM TIME TO TIME; ...

18. NETWORK SECURITY; NETWORK WEBSITE FROM TIME TO TIME; ...

19. NETWORK SECURITY; NETWORK WEBSITE FROM TIME TO TIME; ...

20. NETWORK SECURITY; NETWORK WEBSITE FROM TIME TO TIME; ...

Network: [redacted] | rle: J, rJ

Network/Sec Confidential

Handwritten signature

CJ

Exhibit

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

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

1. TUPELO does not indemnify *or* hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall *only* be responsible for liability resulting from the actions of *its* officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract *or* to any other set amount.
Miss. Const. Ali. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, *or* any common law warranties to which TUPELO *is* entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

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

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website
----- The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.
11:iss. Code Ann.§§ 27-104-151 to 159.
17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act 11:iss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act
11:iss. Code Ann.§ 71-11-1, et seq. 11le provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG *Ops.*, Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (11:iss. 2002)).
20. TUPELO does not have the power to grant to any person, funi or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.
11:iss. Code Anno. 21-27-1
21. All contracts must be approved by the City Council of TUPELO, subject to the veto *power* of the Mayor of TUPELO.
MS AG *Ops.* 2012-00013

8, 1

MEMO

TO: Mayor, City Council
FROM: Pat Falkner
DATE: September 30, 2015
RE: Study agenda item: request to surplus and donate property at 485 South Thomas Street.

Attached is a resolution and location map for the property at 485 South Thomas Street. This property was donated to the city by Wells Fargo. The council accepted the donation earlier this year. The resolution allows the property to be donated to Neighborhood Development Corporation which will market the property for renovation.

RESOLUTION

**A RESOLUTION DECLARING AS SURPLUS CERTAIN REAL PROPERTY
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, having considered the request from Neighborhood Development Corporation for the donation of real property belonging to the City of Tupelo and located on South Thomas Street, in the City of Tupelo, Mississippi, as shown in Exhibit A and described in Exhibit B;

WHEREAS, the governing authorities have found and determined that these parcels of municipal property are no longer needed for municipal or other purposes, or are no longer used or will no longer be used in the operation of the municipality, and that the conveyance of such property is in the best interest of the City of Tupelo and will foster the cultural, moral and economic development of the municipality;

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

1. The prefatory paragraphs of this resolution are found to be true, correct, and accurate and are therefore incorporated herein.
2. The real property shown on Exhibit A is not used for any municipal purposes.
3. The City Council finds and determines that the property is no longer needed for municipal or related services and is not to be used in the operation of this municipality and is, therefore, declared surplus.
4. The City Council finds and determines that the proposed use by Habitat for Humanity to build homes on the property is in the best interest of the City of Tupelo.
5. The Mayor and City Clerk are hereby authorized and directed to execute a deed conveying the property described in Exhibit B to Neighborhood Development Corporation.
6. The City shall retain all mineral rights together with the right of ingress and egress to remove such minerals.

The foregoing Resolution was proposed in a motion by Councilman ---- , seconded by Councilman _____, and 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 Order having received a majority of affirmative votes, the President of the Council declared that the Order had passed and been 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



03

451

469

485

MDR

503

521

#8.2

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Study agenda: Rezoning RZ 15-02
Date: September 28, 2015

Attached is a map showing two parcels on South Gloster Street which the Planning Committee approved for rezoning from MUCC, Mixed Use Commercial Corridor, to I, Industrial. A public hearing and action on this rezoning will be set for the October 20 Council meeting.

ZONING REQUEST



CASE NO: RM:15.02

PARCEL: 1145.18-011-00
1145.18-059-00

LOC A'RON:
1145-18-0:11-00
NOR;J;HSIDE OF
SUNSHINE,MILLS AT
2103 S GLO'STER ST

1145-18-059000
SOUTH SIDE OF
SUNSHINE MILLS AT
2103 S GLO'STER ST

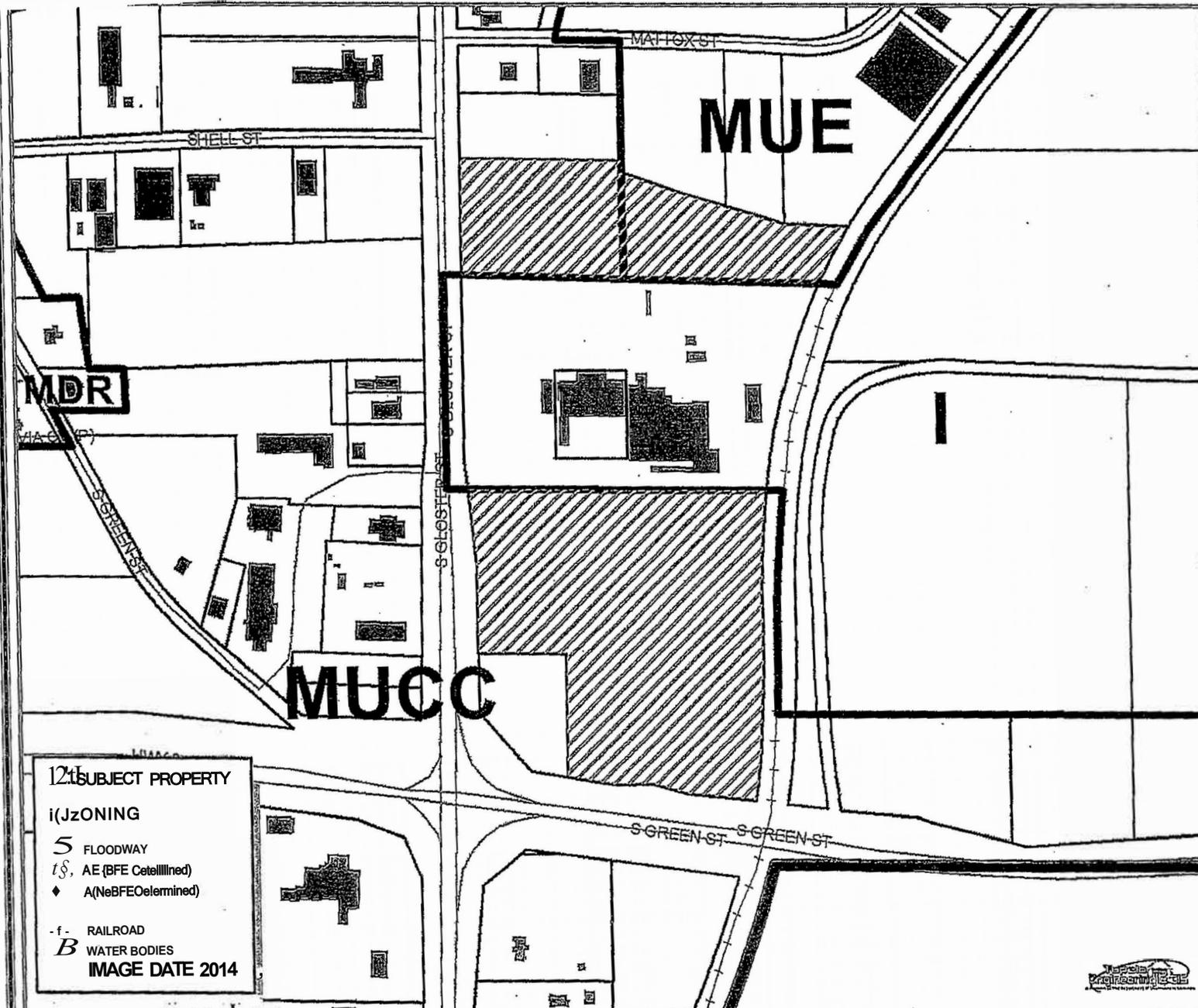
PROPERTY OWNER:
1145-18-011-00
MATTOX BROTHERS LLC

1145-18-059-00
MAT-TOX LAND LLC

APPLICANT:
CITY OF TUPELO

ZONING: MUCC
REZONE TO INDUSTRIAL

WARO: 3

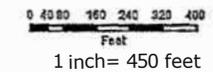


121 SUBJECT PROPERTY

ZONING

- S** FLOODWAY
- ts** AE (BFE Contained)
- ◆** A (NFBFO determined)
- f-** RAILROAD
- B** 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

AGRICULTURAL RESIDENTIAL LDR LOW DENSITY RESIDENTIAL MUAC MIXED USE COMMERCIAL CENTER MUD MIXED USE DOWNTOWN MUR MIXED USE RESIDENTIAL
 INDUSTRIAL MDR MEDIUM DENSITY RESIDENTIAL MUCC MIXED-USE COMMERCIAL CORRIDOR MUE MIXED USE EMPLOYMENT FC REGIONAL COMMERCIAL