

TUPELO CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 19, 2016
6:00 P.M.

INVOCATION: COUNCILWOMAN NETTIE Y. DAVIS
PLEDGE OF ALLEGIANCE: COUNCILMAN WILLIE JENNINGS

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 MAYOR'S REPORT

5. PUBLIC AGENDA

(NO ITEMS)

6. ACTION AGENDA

(NO ITEMS)

7. ROUTINE AGENDA

7.1 REVIEW/APPROVE MINUTES OF REGULAR COUNCIL
MEETING OF TUESDAY, JANUARY 5, 2016

7.2 REVIEW/PAY BILLS

JS 7.3 REVIEW/APPROVE FOLLOWING APPOINTMENTS AS
RECOMMENDED BY MAYOR SHELTON

(1) REVIEW/APPROVE APPOINTMENT TO SHARON
HILLS OVERSIGHT COMMITTEE

(2) REVIEW/APPROVE RE-APPOINTMENT TO
"QUALITY OF LIFE" COMMITTEE

(3) REVIEW/APPROVE APPOINTMENT TO TUPELO
AIRPORT AUTHORITY BOARD

(4) REVIEW/APPROVE TWO RE-APPOINTMENTS TO TUPELO PARKS ADVISORY BOARD

DL 7.4 REVIEW/APPROVE REQUEST TO SURPLUS ITEM FOR ADMINISTRATION OFFICE

DB 7.5 REVIEW/APPROVE 2016 MEMORANDUM OF AGREEMENT FOR CONTINUATION IN THE MISS. MAIN ST. ASSOCIATION MAIN STREET PROGRAM

BA 7.6 REVIEW/APPROVE REQUEST BY TPD TO SURPLUS ITEMS AND TURN OVER TO LEE COUNTY SHERIFF'S OFFICE

KH 7.7 REVIEW/APPROVE DOCUMENTS IN CONNECTION WITH BANK DEPOSITORY:
(A) RESOLUTION ACCEPTING TRUSTMARK NATIONAL BANK AS LEAD BANK
(B) DEPOSITORY AGREEMENT WITH TRUSTMARK NATIONAL BANK
(C) CREDIT CARD SERVICES AGREEMENT WITH TRUSTMARK NATIONAL BANK

KH 7.8 REVIEW/APPROVE DISBURSEMENT REQUEST NO. 3

KH 7.9 REVIEW/APPROVE 2016 CONTINUING DISCLOSURE SUBMISSION WITH BUTLER/SNOW

**SH 7.10 REVIEW/APPROVE DEMOLITION OF PROPERTY LOCATED AT 854 NORTH GLOSTER ST.
(NOTE: THIS ITEM WAS TABLED AT THE JANUARY 5, 2016 REGULAR CITY COUNCIL MEETING.)**

SH 7.11 REVIEW/ACCEPT MINUTES OF PLANNING COMMITTEE MEETING OF JANUARY 4, 2016

SH 7.12 REVIEW/ACCEPT MINUTES OF TUPELO MAJOR THOROUGHFARE PROGRAM MEETING OF DECEMBER 14, 2015

SH 7.13 REVIEW/APPROVE RESOLUTIONS ADJUDICATING COST AND ASSESSING LIENS AGAINST REAL PROPERTY

SH 7.14 REVIEW/APPROVE REQUEST TO DESIGNATE NEW NEIGHBORHOOD ASSOCIATION (AUDUBON WOODS)

BL 7.15 REVIEW/APPROVE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH JBHM ARCHITECTS TO ADD McCULLOUGH BLVD. AND COUNTRY CLUB ROAD INTERCHANGE

BL 7.16 REVIEW/APPROVE NOTICE OF FEBRUARY 2, 2016 PUBLIC HEARING ON PRIORITIES FOR PHASE VI MAJOR THOROUGHFARE PROGRAM

CW 7.17 REVIEW/AWARD/REJECT BID FOR TUPELO PUBLIC WORKS DEPARTMENT

JT 7.18 REVIEW/APPROVE CONTRACT FOR FOLLOWING PROJECT:
TUPELO SRF FY14 SANITARY SEWER SYSTEM IMPROVEMENTS – AREA 2 NORTH – DEER PARK

JT 7.19 REVIEW/APPROVE FOLLOWING CHANGE ORDERS & FINAL SUMMARIES:

- (1) TUPELO SRF FY13 WATER SYSTEM IMPROVEMENTS – AREA 3 – AUBURN – CHANGE ORDER NO. 3 & FINAL SUMMARY
- (2) TUPELO SRF FY14 WATER SYSTEM IMPROVEMENTS – AREA 2 NORTH – INDIAN HILLS – CHANGE ORDER NO.3 & FINAL SUMMARY

8. STUDY AGENDA

SH 8.1 REVIEW/DISCUSS TEXT AMENDMENT TA16-01

BL 8.2 REVIEW/DISCUSS NEED FOR PRE-DISASTER PROCUREMENT PLAN

9. EXECUTIVE SESSION

10. ADJOURNMENT

1.1

MUNICIPAL MINUTES, CITY OF TUPELO
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Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, January 5, 2016, 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; Ben Logan, City Attorney; and Glenda Muse, Clerk of the Council.

The invocation was led by Rev. Harold Wilson of the New Dimension Church, followed by the Pledge of Allegiance led by a group of Girl Scouts.

IN THE MATTER OF CALLING THE MEETING TO ORDER

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

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

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously to confirm the agenda and agenda order as presented.

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

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

Mayor Shelton introduced a group of Girl Scouts of Troop #23026 of the Heart of the South Girl Scout organization. These girls had earlier led the Pledge of Allegiance.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

No city employees were present for recognition.

IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made by Council Members:

... Councilwoman Davis – Announced that she and husband, Calvin Fred Davis, had recently celebrated their 51st wedding anniversary.

Councilwoman Davis – Congratulated Mayor Shelton on the recent item in the Daily Journal regarding the city getting off to a good start for the New Year and, also, his upcoming marriage in May.

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... Councilwoman Davis – Reminded the citizens of several activities that will be scheduled soon to celebrate the birthday of Dr. Martin Luther King, Jr. and encouraged their participation in as many of these as possible.

IN THE MATTER OF PROCLAMATION IN RECOGNITION OF “NATIONAL HUMAN TRAFFICKING PREVENTION DAY”

Mayor Shelton read and presented a proclamation in recognition of “National Human Trafficking Prevention Day” which is being proclaimed January 11, 2016. Quoting from the proclamation, “...the great City of Tupelo stands and speaks boldly against the actions of this human slavery for all children, women, and men;”... Communities throughout the United States, Canada and other participating countries will be helping raise awareness about the critical need to stop human trafficking throughout the month of January.

IN THE MATTER OF MAYOR’S REPORT

Mayor Shelton’s report covered mainly the appointments of various city committees and commissions. This item is a matter of consideration by the City Council on tonight’s routine agenda. Approximately one-third of the re-appointments and new appointments are African American and roughly one-half appointees are female.

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

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

**5.1.A Demolition of Property Located
at 854 North Gloster Street**

The following individuals spoke concerning this matter:

David Houston, Attorney of Nashville, Tennessee, representing Coamerica Bank, first lien holder on this property.

Former Mayor Jack Reed, Jr., spoke in support of demolition of this deteriorating property.

Joshua Harris, a prospective buyer, spoke primarily in regard to the work he had already done on the buildings as well as his dealings with the Coamerica Bank.

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Phil McKay, owner of nearby properties, spoke for the surrounding area businesses in support of demolition of the blighted buildings.

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

6. **ACTION AGENDA – (NO ITEMS)**

7. **ROUTINE AGENDA**

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

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, December 15, 2015, and the minutes of a special called meeting of Tuesday, December 22, 2015.

IN THE MATTER OF REVIEW/PAY BILLS

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

Check Nos. 321723 through 322074 (Pool Cash Fund)
Electronic transfers as shown on the face of the docket.
Invoices as shown on the face of the docket.
Requests made by AFLAC to reimburse employees under Flex-One Plan
as shown on the face of the docket.

IN THE MATTER OF REVIEW/APPROVE APPOINTMENTS AND RE-APPOINTMENTS TO CITY COMMITTEES AND COMMISSIONS AS RECOMMENDED BY MAYOR SHELTON

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve the following appointments and re-appointments to various city committees and commissions, all having been recommended to the Council by Mayor Shelton:

- (1) Re-appointments to BancorpSouth Arena: Will Beasley; Al Wallace
- (2) Appointment to Tupelo Convention & Visitors Bureau: Dr. Marcus L. Britton

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(3) Appointments to Quality of Life Committee: Amanda Hayden; Jasmine Jennings; Mary Morgan Brown; Rachel Ethridge; Meredith Martin

(4) Appointment to Tupelo Major Thoroughfare Program Committee:
Brent Waldrop

(5) Re-appointment to Tupelo Redevelopment Agency: Cheryl Rainey

(6) Re-appointments to Tupelo Planning Committee: Bill Smith;
Doris Jean Pittman

Bio's on above are attached to these minutes as **APPENDIX A.**

**IN THE MATTER OF REVIEW/APPROVE CLOSING OF 2007
CONSTRUCTION ACCOUNTS**

CFO Kim Hanna had submitted a request to the City Council for approval to close two bank accounts at Trustmark Bank. All the funds have been depleted from each account. The accounts are as follows:

2007 Construction Fund account #890-017-7469

Fairgrounds Donation account #890-017-7444

Upon a motion by Councilman M. Bryan and a second by Councilman Jennings, the council voted unanimously to approve this request and allow the accounts to be closed.

**IN THE MATTER OF REVIEW/APPROVE RESOLUTION OF
AUTHORIZATION TO SUBMIT APPLICATION FOR 2016
TRANSPORTATION ALTERNATIVES GRANT PROGRAM**

Terri Blissard, Grant Administrator, had submitted a request to the Mayor and City Council for permission to move forward with a grant opportunity offered through Mississippi Department of Transportation (MDOT). The Transportation Alternatives Program (TAP) is currently accepting applications, and the City has a long standing project that meets (TAP) eligibility criteria and priorities according to Ms. Blissard's memorandum dated December 28, 2015. The project has previously been submitted for these funds but the City already had other large MDOT-funded projects planned at the time and the applications were not considered.

Upon a motion by Councilman Beard, seconded by Councilman Jennings, the council voted unanimously to approve a Resolution of Authorization to Submit Application for 2016 Transportation Alternatives Grant Program for the eligible project. The match for this program is 20%. A copy of the executed Resolution is attached hereto and incorporated herein as **APPENDIX B.**

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IN THE MATTER OF REVIEW/AWARD BID FOR CITY OF TUPELO'S LEAD DEPOSITORY BANK

Councilman L. Bryan moved to award bank depository bid to Trustmark Bank and authorize the Mayor and City Clerk to execute any and all documents to enter into agreements with the bank subject to City Council ratification. The motion was seconded by Councilman M. Bryan and unanimously approved by a vote of the council. Council ratification of these documents will be scheduled at a later date.

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

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to accept the minutes of the Tupelo Major Thoroughfare Program meeting of November 9, 2015, a copy being attached to these minutes and made a part hereof as APPENDIX C.

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

Councilman Jennings moved to accept the minutes of the Tupelo Planning Committee meeting of December 7, 2015; the motion was seconded by Councilman M. Bryan and unanimously approved by a vote of the council. A copy of these minutes is attached hereto as APPENDIX D.

IN THE MATTER OF REVIEW/APPROVE DEMOLITION OF PROPERTY LOCATED AT 854 NORTH GLOSTER STREET

A public hearing on this issue had been held earlier in this City Council meeting. Councilwoman Davis moved to adjudicate the property located at 854 North Gloster in its current condition as a menace to the public health, safety and welfare of the community. The motion was seconded by Councilman Jennings and a discussion followed.

City Attorney Logan advised the council that Comerica Bank, first lien holder on said property, needs to secure the property, and he suggested that this item be tabled until the next city council meeting at which time the matter can be brought back for consideration to see that action has been done. At that time, all parties can work out a plan as to demolition.

Councilman Whittington inquired regarding Comerica's knowledge of the condition of the property, and City Attorney Logan explained that if the City Council

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voted tonight on the original motion, it would also include an order to Coamerica Bank to demolish the property and give them a reasonable time to do that. He also explained the actions previously taken by the Department of Development Services.

Councilman Whittington stated he was not in favor of tabling this but thought the property should be torn down. Councilwoman Davis expressed her concern about the condition of the buildings and the blight it was creating not only in the immediate area but the effect it was having in adjacent residential areas. She stated she wanted it demolished as soon as possible.

Attorney Logan replied that the issue should be discussed further in an executive session.

President Palmer questioned the status of the original motion made by Councilwoman Davis and City Attorney Logan advised a procedural motion such as tabling, could be made after an executive session when the City Council returned to regular session.

Councilwoman Davis then moved to place Item 7.9 at the end of the agenda after Executive Session; the motion was seconded by Councilman Whittington and unanimously approved by a vote of the council.

IN THE MATTER OF REVIEW/APPROVE CHANGE ORDER NO. 4 AND
FINAL SUMMARY FOR TUPELO SRF FY13 SEWER SYSTEM
IMPROVEMENTS – AREA 1, BEECH SPRINGS

Upon a motion by Councilman Beard, seconded by Councilman M. Bryan, the council voted unanimously to approve the following Change Order No. 4 and Final Summary for:

Tupelo SRF FY13 Sewer System Improvements – Area 1, Beech Springs – Change Order No. 4 & Final Summary. This change order shows a deduction of \$34,378.45 to adjust for final quantities. The revised/final contract amount is \$1,396,760.96.

Johnny Timmons, Manager, Tupelo Water and Light Department had submitted this change order to the City Council stating he had reviewed the same and found it to be correct. A copy is attached to these minutes as **APPENDIX E.**

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

Johnny Timmons, Manager, Tupelo Water and Light Department, had submitted the following bids for the council's consideration and recommended that both be awarded:

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to award the following bid:

Bid No. 1393WL – Hwy.45 Sewer Phase 2 to the low qualified bid submitted by Argo Construction Corporation in the amount of \$303,609.50 as recommended by Cook Coggin Engineers.

Upon a motion by Councilman Jennings, seconded by Councilman M. Bryan, the council voted unanimously to award the following bid:

Bid 1394WL – SW Tupelo 161:46:15 kW Substation Power Transformer Replacement and Testing Project to the low qualified bid submitted by Service Electric Company in the amount of \$139,055.00.

Copies of the above bid packages are attached to these minutes and incorporated herein as APPENDIX F.

8. STUDY AGENDA

(NO ITEMS)

IN THE MATTER OF EXECUTIVE SESSION

See Agenda Item #7.9 that had been moved to this section of the agenda. Upon a motion by Councilman M. Bryan, seconded by Councilwoman Davis, the council voted unanimously to close the regular meeting to determine the need for an executive session.

Upon a motion by Councilman Jennings, seconded by Councilman L. Bryan, the council voted unanimously to go into executive to discuss "Potential Litigation" upon advice of City Attorney.

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Upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously to come out of executive session and return to the regular meeting.

IN THE MATTER OF EXECUTIVE SESSION DECISION

Councilman L. Bryan offered a motion to table the matter regarding property located at 854 North Gloster Street until January 19, 2016, at 6:00 p.m. or as soon thereafter as can be heard. The motion was seconded by Councilman Whittington and unanimously approved by a vote of the council.

IN THE MATTER OF ADJOURNMENT

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

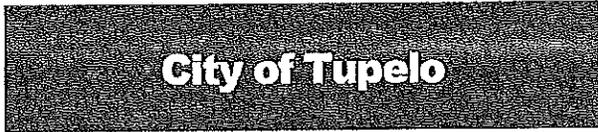
PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

MAYOR

#1,3,1



Memo

To: City Council
From: Mayor Jason Shelton
Date: January 13, 2016
Re: Recommendation for Sharon Hills Oversight Committee

It is my recommendation that Mr. Harris Rhea be appointed to Sharon Hills Oversight Committee. Please consider this recommendation.

Thank you,

A handwritten signature in black ink that reads "Jason L. Shelton". The signature is written in a cursive style with a large, looping initial "J".

Glenda Muse

From: Jason Shelton
Sent: Tuesday, January 12, 2016 12:59 PM
To: Kathryn Rhea; Lynsey Vanstory; Don Lewis; Glenda Muse; Markel Whittington; Shane Hooper
Subject: Re: City Committees/ Sharon Hills Neighborhood Design Committee

Lynsey,
Please submit Harris Rhea for the Sharon Hills oversight committee.
Thank you,
Jason

Sent from my iPhone

On Jan 12, 2016, at 12:56 PM, Kathryn Rhea <kathryn.rhea@gmail.com> wrote:

Harris Rhea is a graduate of the University of Mississippi with majors in Real Estate and Banking & Finance. He works as the Assistant Vice-President in the Appraisal Department at Renasant Bank. He is a member of the Kiwanis Club of Tupelo and First Presbyterian Church, previously serving on their administrative committee. He lives in Sharon Hills Neighborhood with his wife, Kathryn, and two young children, Clayton and Charles.

On Jan 7, 2016, at 9:49 AM, Jason Shelton wrote:

I will check on the others. Please have your husband email me a bio and I'll get him nominated for the oversight committee.
Thank you so much.
Jason

-----Original Message-----

From: Kathryn Rhea [<mailto:kathryn.rhea@gmail.com>]
Sent: Thursday, January 07, 2016 9:39 AM
To: Jason Shelton
Subject: City Committees/ Sharon Hills Neighborhood Design Committee

Good Morning,

I am interested in serving on a city committee if there are any vacancies that you believe I would be a good fit.

Also, there is a mayor-appointed vacancy on the Sharon Hills Neighborhood Design Committee. My husband, Harris Rhea, who is in the real estate appraisal business is interested in serving if you don't have anyone in mind.

We look forward to an exciting and prosperous 2016 for Tupelo!
Thanks so much,
Kathryn Rhea

#1.3.2

City of Tupelo

Memo

To: City Council
From: Mayor Jason Shelton
Date: January 13, 2016
Re: Recommendation re-appointment for QOL Committee

It is my recommendation that Chris Root be re-appointed to the Quality of Life Committee. Please consider this recommendation.

Thank you,

Jason L. Shelton

#7.3.3

[Company Name]

Memo

To: City Council
From: Mayor Jason Shelton
Date: January 14, 2015
Re: Recommendation for appointment to Airport Authority

It is my recommendation that Eric Gibens be appointed to the Tupelo Airport Authority. Please consider this recommendation.

Thank you,

Jason L. Shelton

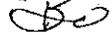
January 11, 2016

Mayor Shelton,

I would like to propose Eric Gibens for your consideration to be appointed to the Tupelo Airport Authority. Eric is a native of Tupelo, a graduate of Tupelo High School and the University of Mississippi. He is the owner of Red Magnet, an information technology company and Gibens Creative, a marketing company. Since his appointment by Chief Crider, he has served as a reserve policeman with the Tupelo Police Department and now heads the reserve unit. During his reserve duty, he has worked extensively with security duty at the airport terminal. Eric is a licensed private pilot and is familiar with aspects of general aviation and FAA regulations and terminology.

I think his experience in business and aviation would make him a worthy addition to the Tupelo Airport Authority. Thank you for considering Eric.

Kindest regards,



L. E. Gibens

1, 3, 4

City of Tupelo
Department of Parks and Recreation



MEMO

Alex Farned, M.S.
Director

To: Mayor Jason Shelton and City Council
From: Alex Farned
CC: Don Lewis, Mayor Jason Shelton, and Glenda Muse
Date: 1/14/2016
Re: Tupelo Park Advisory Board Member Re-instatement

I would like to request that the City Council approve the re-appointment of the following people to continue their service on the Tupelo Parks Advisory Board:

Ward 6 – Kenneth Greer (4630 Ridgemoor Drive, Belden MS 38826)

Ward 7 – Tara Cayson (3125 Southern Heights Road, Tupelo MS 38801)

*Note: these board members were appointed during the middle of a prior term, and are now we are asking for them to be re-appointed to start a new 3 year term.

7.4

MEMO

DATE 01/07/16
FROM: Don Lewis, COO
TO: Mayor Jason Shelton & City Council
CC:
SUBJECT: Surplus Microwave



The Administration office requests to surplus a White Westinghouse microwave, Model #KM600FXM1 with City of Tupelo Property Tag #00076 and FCC ID# AJX9T5T712.

This item is old and no longer needed.

1.5

Please submit the initialed and signed 2016 Memorandum of Agreement, dues payment for 2016, and all required additional materials by JANUARY 1, 2016 to Mississippi Main Street Association, 308 East Pearl St., Suite 101, Jackson, MS 39201.



2016 MEMORANDUM OF AGREEMENT FOR CONTINUATION IN THE MISSISSIPPI MAIN STREET ASSOCIATION MAIN STREET PROGRAM

This agreement is entered into and executed by the Mississippi Main Street Association and the City of _____ and sponsoring organization _____.

This agreement is for the purpose of continued participation in the Mississippi Main Street Program. MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities. The parties agree to the following:

Section I: The Community Agrees To: (please initial each item)

- ___ 1. Make payment of annual dues to MMSA by January 31 of the calendar year.
- ___ 2. Continue to employ a Director/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.
- ___ 3. Expend funds and in-kind services for maintaining a full-time office with the necessary travel and operating budget for the local director to attend meetings and state trainings as needed.
- ___ 4. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Association, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include projects (with a designated chairperson and task team) with transformational strategies in organization, promotion, design and economic restructuring.
- ___ 5. File all applicable IRS forms in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
- ___ 6. Maintain data for monitoring the progress of the Main Street Program, submit regular monthly reports using formats provided by the MMSA, and provide other information requested by MMSA on or before the identified deadlines.
- ___ 8. Send the director to required MMSA Trainings. The community shall be responsible for the director's travel costs and expenses associated with these meetings. If the director cannot attend, another program representative should attend to represent the community.
- ___ 9. Promote and encourage local committee and board member attendance at local, state and national training opportunities.
- ___ 10. Ensure that at least sixty percent (60%) of persons designated to participate in any and all MMSA on-site services are committed to attend at least 48 hours before the scheduled event. The MMSA reserves the right to bill for the total cost of the event if this requirement is not met.
- ___ 11. Assist in local arrangements during on-site and public relations visits to the community, as requested by MMSA.

____ 12. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.

____ 13. Agree to acknowledge being a certified Mississippi Main Street city in all printed and electronic materials, (i.e. websites, newsletters and brochures).

____ 14. Be a Network Member, in good standing, of the National Main Street Center.

____ 15. Maintain broad-based public and private sector community support for the program through financial contributions and in-kind or volunteer support.

Section II: MMSA Agrees To:

1. Designate a Main Street District Director or Field Officer to handle all communications with the community, MMSA, state government agencies and the National Main Street Center.

2. Conduct an annual Main Street Four Point Approach™ training session open to all program directors, local board members, local committee members and local government representatives from the Main Street communities, and provide all necessary materials related to training.

3. Conduct regional training sessions for directors and on-site training sessions in the community for development of goals, objectives and the annual work plan. MMSA will also provide guidelines and other materials designed to assist in the educational process.

4. Conduct quarterly regional meetings and/or workshops to further develop and refine the skills of the program directors, board members, committee members and local government representatives. The National Main Street Conference and the Destination Downtown Conference both qualify as "official training."

5. Provide on-site technical visits and technical services as directed by the MMSA staff.

6. Facilitate and promote ongoing press coverage of the Mississippi Main Street Program and its individual local programs.

7. Conduct periodic on-site evaluations of each program's progress as needed.

Section III: MMSA and The Community jointly agree that:

1. The term of this agreement shall be for one calendar year, beginning on January 1, 2016 and ending on December 31, 2016. It may be extended or revised by both parties.

2. If funds anticipated for continued fulfillment are, at any time, not forthcoming or insufficient for continuation of the contractual agreement, then either party shall have the right to amend or terminate this agreement without penalty by giving not less than sixty (60) days written notice to the other party.

3. Should a local Main Street program fail to comply with the provisions of this annual Memorandum of Agreement, the Main Street State Coordinator may choose to send that program a written initial warning. At that time the local program will be placed on probationary status and ineligible for any services from the Mississippi Main Street Association. The warning will include a summary of violations and provide guidance on how to correct the problem. The local program will be reevaluated by six months after the written warning.

4. They shall jointly hold each other harmless for any activities of the other including but not limited to general liability, automobile liability, worker's compensation and employer's liability.

Witness whereof, the parties have executed this agreement.

BY: _____ Date signed _____
MAYOR SIGNATURE

Mayor's Name (printed): _____

_____ Date signed _____
LOCAL MAIN STREET DIRECTOR SIGNATURE

Local Director's Name (printed): _____

_____ Date signed: _____
LOCAL MAIN STREET BOARD PRESIDENT SIGNATURE

Board President's Name (printed): _____

BY: _____ Date: _____
Suzanne Smith, MMSA Board of Directors President

BY: _____ Date: _____
Stacy Pair, MMSA State Coordinator

Required Attachments and Enclosures

The following documents must be attached to this signed and completed Memorandum of Agreement, and submitted to MMSA by the January 1, 2016 deadline:

- _____ 1. Payment of 2016 MMSA dues. The invoice is emailed to the Director of record.
- _____ 2. A somewhat detailed copy of the community's current Main Street Program Budget
- _____ 3. A copy of the community's Program of Work for 2016
- _____ 4. A complete list of local board members, including name and email address
Please indicate which Board members are new for this year.

Mail this completed document and all attachments to The Mississippi Main Street Association, 308 East Pearl Street, Suite 101, Jackson, MS 39201, by January 1, 2016.

IMPORTANT MAIN STREET DIRECTOR REMINDERS:

Each Main Street director must submit a completed Monthly Report on the MMSA website within fifteen days of the end of each month. Main Street directors are required to attend all Directors' Trainings or send a representative from the community. Destination Downtown is considered a Director's Training. If needed, one of the following meetings may be used as a substitute for one of the required Trainings: Back Stage Pass, MEDC Annual Meeting or MEDC Winter Conference, MHT Annual Meeting, MDAH Preservation Boot Camp, National Main Street Conference.

2.6



TUPELO POLICE DEPARTMENT

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

Memorandum

To: City Council Members
From: Chief Bart Aguirre
Subject: Surplus
CC: Mayor Shelton, COO Lewis
Date: December 15, 2015

Please accept this letter as request to surplus 17 Delta SWAT Helmets which was purchased by the Tupelo Police Department with funds from a shared grant with the Lee County Sheriff's Office. These items will be turned over the Lee County Sheriff's Office after surplus.

Thank you for your attention in this matter,

Chief of Police, City of Tupelo

Bart Aguirre

1.8

DISBURSEMENT REQUEST No. 3

Re: Equipment Lease/Purchase Agreement dated as of October 22, 2015 (the "Lease") by and between Banc of America Public Capital Corp, as Lessor (the "Lessor"), and the City of Tupelo, Mississippi, as Lessee (the "Lessee")

Dated: January 19, 2016

In accordance with the terms of the Escrow and Account control Agreement, dated as of October 22, 2015 (the "Escrow Account and Account Control Agreement") by and among the Lessor, the Lessee and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account and Account Control Agreement for the following purposes:

a. Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
Schneider Electric Buildings Americas, Inc. (See attached wiring instructions)	Application No. 2	\$947,173.64	Construction Contract (Mobilization)

- b. (i) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (ii) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (iii) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).
- c. Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.
- d. The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.
- e. This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

- f. The Equipment is insured in accordance with the Lease.
- g. No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.
- h. The disbursement shall occur during the Acquisition Period.
- i. The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.
- j. No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

CITY OF TUPELO, MISSISSIPPI

By: _____
Kim Hanna, City Clerk

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____

Name: _____

Title: _____

REMITTANCE AND LOCK BOX INFORMATION

Schneider Electric corporate bank is Bank of America. Below is the remittance address:

Schneider Electric Buildings Americas, Inc.
P.O. Box 841868
Dallas, TX 75284-1868

Overnight remittance address:
Bank of America Lockbox Services
Lockbox 841868
1950 North Stemmons Freeway, Suite 5010
Dallas, TX 75207

Wire transfer or ACH information:
Schneider Electric Buildings Americas, Inc.
Account# 4426558569
(Wire) Routing# 026009593

(ACH) Routing# 111000012

SWIFT# BOFAUS3N

TO: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

APPLICATION NO: 2

PERIOD TO: December 31, 2015

FROM: Schneider Electric Buildings Americas, Inc
P.O. Box 951681
Dallas, Texas 75393-1681

PROJECT # PC14P0022

APPLICATION DATE: December 31, 2015
CUSTOMER PO #: NA

PROJECT NAME/LOCATION(CITY,STATE)
City of Tupelo/Tupelo, MS

CONTRACT DATE: October 6, 2015

CONTRACTOR'S APPLICATION FOR PAYMENT

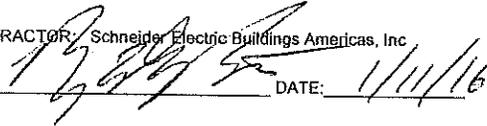
CHANGE ORDER SUMMARY		
CHANGE ORDERS APPROVED IN PREVIOUS MONTHS BY OWNER TOTAL	ADDITIONS	DEDUCTIONS
	0.00	
APPROVED THIS MONTH	0.00	
TOTALS:	0.00	0.00
NET CHANGE BY CHANGE ORDERS	0.00	

1. ORIGINAL CONTRACT SUM.....	<u>\$5,306,839.00</u>
2. NET CHANGE BY CHANGE ORDERS.....	<u>\$0.00</u>
3. CONTRACT SUM TO DATE.....	<u>\$5,306,839.00</u>
4. TOTAL COMPLETED AND STORED TO DATE.....	<u>\$2,016,931.12</u>
5. RETAINAGE:	
A. 10% OF COMPLETED WORK	<u>\$158,309.97</u>
B. 10% OF STORED MATERIAL	<u>\$0.00</u>
TOTAL RETAINAGE(AMT SHOULD = TOTAL COLUMN J).....	<u>\$158,309.97</u>
6. TOTAL EARNED LESS RETAINAGE.....	<u>\$1,858,621.15</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	<u>\$911,447.51</u>
8. CURRENT PAYMENT DUE.....	<u>\$947,173.64</u>
9. BALANCE TO FINISH, PLUS RETAINAGE.....	<u>\$3,448,217.85</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

STATE OF: Mississippi COUNTY OF: Lee
SUBSCRIBED AND SWORN TO BEFORE ME THIS
DAY OF
NOTARY PUBLIC

CONTRACTOR: Schneider Electric Buildings Americas, Inc

BY:  DATE: 1/11/16

MY COMMISSION EXPIRES:

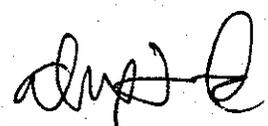
ARCHITECT'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$

ARCHITECT:

By: _____ Date: _____



Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 2
 APPLICATION DATE: December 31, 2015
 PERIOD TO: December 31, 2015
 ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS PROJECT # PC14P0022

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
1	10% Mobilization	530,683.90	530,683.90	0.00	0.00	530,683.90	100.00	0.00	53,068.39
2	Taxes	185,739.00	185,739.00	0.00	0.00	185,739.00	100.00	0.00	0.00
3	Amend 1 TWL Buyout Fee	248,093.00	248,093.00	0.00	0.00	248,093.00	100.00	0.00	0.00
4				0.00					
5	Lighting Retrofit			0.00					
6	Materials on Site	285,858.30	0.00	285,858.30	0.00	285,858.30	100.00	0.00	28,585.83
7	Installation			0.00					
8	Ballard Park	18,837.49	0.00	17,895.62	0.00	17,895.62	95.00	941.87	1,789.56
9	CC Augustus Building	2,373.18	0.00	2,729.52	0.00	2,729.52	95.00	143.66	272.95
10	City Hall	34,242.28	0.00	32,530.17	0.00	32,530.17	95.00	1,712.11	3,253.02
11	Eastwood Park	5,676.74	0.00	5,392.90	0.00	5,392.90	95.00	263.84	539.29
12	Firestation #1	4,946.01	0.00	4,698.71	0.00	4,698.71	95.00	247.30	469.87
13	Firestation #5	2,442.06	0.00	2,319.96	0.00	2,319.96	95.00	122.10	232.00
14	Firestation #6	3,652.11	0.00	3,469.50	0.00	3,469.50	95.00	182.61	346.95
15	Gumtree Park	1,398.67	0.00	1,328.74	0.00	1,328.74	95.00	69.93	132.87
16	Haven Acres Comm Ctr	22,271.66	0.00	21,158.08	0.00	21,158.08	95.00	1,113.58	2,115.31
17	Lee Acres	19,249.76	0.00	18,287.27	0.00	18,287.27	95.00	962.49	1,828.73
18	Metro Fuel Exterior	7,078.16	0.00	6,724.25	0.00	6,724.25	95.00	353.91	672.43
19	Northside Boys & Girls	8,254.40	0.00	7,841.68	0.00	7,841.68	95.00	412.72	784.17
20	PAL Bldg	20,361.07	0.00	19,343.02	0.00	19,343.02	95.00	1,018.05	1,934.30
21	Parks Maint on Joyner	7,491.47	0.00	7,116.90	0.00	7,116.90	95.00	374.57	711.69
22	Police Academy	11,705.17	0.00	11,119.91	0.00	11,119.91	95.00	585.26	1,111.99
23	Public Works	33,066.00	0.00	31,412.70	0.00	31,412.70	95.00	1,653.30	3,141.27
24	Rob Leake City Park	1,799.21	0.00	1,709.25	0.00	1,709.25	95.00	89.96	170.93
25	Rockwell Center	6,467.54	0.00	6,144.16	0.00	6,144.16	95.00	323.38	614.42
26	Theron Nichols	2,176.72	0.00	2,067.88	0.00	2,067.88	95.00	108.84	206.79
27	Veterans Park	3,153.09	0.00	2,991.68	0.00	2,991.68	95.00	161.41	315.31
28	Parks and Rec Admin	2,201.77	0.00	2,091.68	0.00	2,091.68	95.00	110.09	209.17
29	Oren Dunn Museum	3,425.00	0.00	3,253.75	0.00	3,253.75	95.00	171.25	325.38
30			0.00						
31	M and V Measurements	6,112.71	0.00	0.00	0.00	0.00	0.00	6,112.71	0.00
32			0.00						
33			0.00						
34	Musco Lighting			0.00					
35	Eastwood Park			0.00					
36	Electrical Engineering	5,417.78	0.00	5,417.78	0.00	5,417.78	100.00	0.00	541.78
37	Materials	504,770.93	0.00	0.00	0.00	0.00	0.00	504,770.93	0.00
38	Installation	263,780.10	0.00	0.00	0.00	0.00	0.00	263,780.10	0.00
39			0.00						
40			0.00						

SUBTOTAL 2,258,225.28 964,515.90 507,657.17 0.00 1,472,173.07 65.19 786,052.21 103,834.13

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 2

APPLICATION DATE: December 31, 2015

PERIOD TO: December 31, 2015

ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
41	Veterans Park		0.00						
42	Electrical Engineering	6,652.84	0.00	6,652.84	0.00	6,652.84	100.00	0.00	665.28
43	Materials	340,327.26	0.00	0.00	0.00	0.00	0.00	340,327.26	0.00
44	Installation	143,584.39	0.00	0.00	0.00	0.00	0.00	143,584.39	0.00
45			0.00						
46	Rob Leake City Park		0.00						
47	Electrical Engineering	4,116.86	0.00	4,116.86	0.00	4,116.86	100.00	0.00	411.89
48	Materials	59,941.41	0.00	59,941.41	0.00	59,941.41	100.00	0.00	5,994.14
49	Installation	24,701.13	0.00	0.00	0.00	0.00	0.00	24,701.13	0.00
50			0.00						
51	Theron Nichols Park		0.00						
52	Electrical Engineering	4,940.23	0.00	4,940.23	0.00	4,940.23	100.00	0.00	494.02
53	Materials	243,329.21	0.00	243,329.21	0.00	243,329.21	100.00	0.00	24,332.92
54	Installation	74,327.35	0.00	11,149.10	0.00	11,149.10	15.00	63,178.25	1,114.91
55			0.00						
56	Ballard Park		0.00						
57	Electrical Engineering	24,289.45	0.00	24,289.45	0.00	24,289.45	100.00	0.00	2,428.95
58	Materials	983,771.99	0.00	0.00	0.00	0.00	0.00	983,771.99	0.00
59	Installation	358,569.87	0.00	0.00	0.00	0.00	0.00	358,569.87	0.00
60			0.00						
61			0.00						
62	Building Envelope		0.00						
63			0.00						
64	Firehouse #6		0.00						
65	Materials	1,445.02	0.00	1,445.02	0.00	1,445.02	100.00	0.00	144.50
66	Labor	778.09	0.00	739.19	0.00	739.19	95.00	38.90	73.92
67	Firehouse #6 Garage		0.00						
68	Materials	1,659.09	0.00	1,659.09	0.00	1,659.09	100.00	0.00	165.91
69	Labor	893.36	0.00	848.69	0.00	848.69	95.00	44.67	84.87
70	Police League		0.00						
71	Materials	9,526.40	0.00	9,526.40	0.00	9,526.40	100.00	0.00	952.64
72	Labor	5,129.60	0.00	4,873.12	0.00	4,873.12	95.00	256.48	487.31
73	City Hall, COP 1		0.00						
74	Materials	1,926.69	0.00	1,926.69	0.00	1,926.69	100.00	0.00	192.67
75	Labor	1,037.45	0.00	985.58	0.00	985.58	95.00	51.87	98.56
76	Firehouse #5		0.00						
77	Materials	2,943.55	0.00	2,943.55	0.00	2,943.55	100.00	0.00	294.36
78	Labor	1,584.99	0.00	1,505.74	0.00	1,505.74	95.00	79.25	150.57
79			0.00						
80			0.00						

SUBTOTAL 2,295,476.23 0.00 380,872.17 0.00 380,872.17 16.59 1,914,604.06 38,087.22

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 2
 APPLICATION DATE: December 31, 2015
 PERIOD TO: December 31, 2015
 ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS		PROJECT # PC14P0022		A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE				
			FROM PREV. APPLICATION (D+E)	THIS PERIOD									
81	Firehouse #5 Garage		0.00										
82	Materials	1,605.57	0.00	1,605.57	0.00	1,605.57	100.00	0.00	160.56				
83	Labor	864.54	0.00	821.31	0.00	821.31	95.00	43.23	82.13				
84	Public Works COP 3		0.00										
85	Materials	4,538.42	0.00	4,538.42	0.00	4,538.42	100.00	0.00	453.84				
86	Labor	2,443.77	0.00	2,321.58	0.00	2,321.58	95.00	122.19	232.16				
87	Public Works Garage		0.00										
88	Materials	4,880.94	0.00	4,880.94	0.00	4,880.94	100.00	0.00	488.09				
89	Labor	2,628.20	0.00	2,496.79	0.00	2,496.79	95.00	131.41	249.68				
90	Haven Acres		0.00										
91	Materials	3,318.19	0.00	3,318.19	0.00	3,318.19	100.00	0.00	331.82				
92	Labor	1,786.72	0.00	1,697.38	0.00	1,697.38	95.00	89.34	169.74				
93	Northside MultiCenter		0.00										
94	Materials	10,152.59	0.00	10,152.59	0.00	10,152.59	100.00	0.00	1,015.26				
95	Labor	5,466.78	0.00	5,193.44	0.00	5,193.44	95.00	273.34	519.34				
96	Vet's Park Concession Stand		0.00										
97	Materials	642.23	0.00	642.23	0.00	642.23	100.00	0.00	64.22				
98	Labor	345.82	0.00	328.53	0.00	328.53	95.00	17.29	32.95				
99	Firehouse #1		0.00										
100	Materials	4,238.71	0.00	4,238.71	0.00	4,238.71	100.00	0.00	423.87				
101	Labor	2,282.38	0.00	2,168.26	0.00	2,168.26	95.00	114.12	216.83				
102	Firehouse #1 Garage		0.00										
103	Materials	3,917.60	0.00	3,917.60	0.00	3,917.60	100.00	0.00	391.76				
104	Labor	2,109.48	0.00	2,004.01	0.00	2,004.01	95.00	105.47	200.40				
105	Police Academy COP 3		0.00										
106	Materials	6,716.66	0.00	6,716.66	0.00	6,716.66	100.00	0.00	671.67				
107	Labor	3,616.67	0.00	3,435.84	0.00	3,435.84	95.00	180.83	343.58				
108	JT Neetey Center		0.00										
109	Materials	1,257.69	0.00	1,257.69	0.00	1,257.69	100.00	0.00	125.77				
110	Labor	677.21	0.00	643.35	0.00	643.35	95.00	33.86	64.34				
111	Eastwood Concession Stand		0.00										
112	Materials	1,204.17	0.00	1,204.17	0.00	1,204.17	100.00	0.00	120.42				
113	Labor	648.40	0.00	615.98	0.00	615.98	95.00	32.42	61.60				
114	Augustus Building		0.00										
115	Materials	829.56	0.00	829.56	0.00	829.56	100.00	0.00	82.96				
116	Labor	446.69	0.00	424.36	0.00	424.36	95.00	22.33	42.44				
117	Lee Acres Rec Center, COP 1		0.00										
118	Materials	3,837.31	0.00	3,837.31	0.00	3,837.31	100.00	0.00	383.73				
119	Labor	2,066.24	0.00	1,962.93	0.00	1,962.93	95.00	103.31	196.29				
120			0.00										
SUBTOTAL		72,522.54	0.00	71,253.40	0.00	71,253.40	98.25	1,269.14	7,125.35				

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 2
 APPLICATION DATE: December 31, 2015
 PERIOD TO: December 31, 2015
 ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
121	Rockwell Center		0.00						
122	Materials	5,565.99	0.00	5,565.99	0.00	5,565.99	100.00	0.00	556.60
123	Labor	2,997.07	0.00	2,847.22	0.00	2,847.22	95.00	149.85	284.72
124	Jim Bain Concession Stand		0.00						
125	Materials	2,504.69	0.00	2,504.69	0.00	2,504.69	100.00	0.00	250.47
126	Labor	1,346.68	0.00	1,281.25	0.00	1,281.25	95.00	67.43	128.13
127	Park & Rec Off & Mus COP 1		0.00						
128	Materials	2,194.28	0.00	2,194.28	0.00	2,194.28	100.00	0.00	219.43
129	Labor	1,161.54	0.00	1,122.46	0.00	1,122.46	95.00	59.08	112.25
130			0.00						
131			0.00						
132	Mechanical Replacement		0.00						
133	Engineering Design		0.00						
134	City Hall IT Room HVAC		0.00						
135	Equipment	19,405.21	0.00	0.00	0.00	0.00	0.00	19,405.21	0.00
136	Labor	29,107.81	0.00	0.00	0.00	0.00	0.00	29,107.81	0.00
137	Visitor-Convention Diffusers		0.00						
138	Equipment	1,881.13	0.00	0.00	0.00	0.00	0.00	1,881.13	0.00
139	Labor	4,389.30	0.00	0.00	0.00	0.00	0.00	4,389.30	0.00
140			0.00						
141			0.00						
142	Building Automation System		0.00						
143	Workstation	7,565.87	0.00	0.00	0.00	0.00	0.00	7,565.87	0.00
144			0.00						
145	City Hall		0.00						
146	Controls Design & Program	71,357.66	0.00	28,543.06	0.00	28,543.06	40.00	42,814.60	2,854.31
147	Controls Materials	35,678.83	0.00	0.00	0.00	0.00	0.00	35,678.83	0.00
148	Electrical Installation	84,737.22	0.00	0.00	0.00	0.00	0.00	84,737.22	0.00
149	Validation/Commissioning	31,218.97	0.00	0.00	0.00	0.00	0.00	31,218.97	0.00
150			0.00						
151	Public Works Maint Facilities		0.00						
152	Controls Design & Program	16,166.47	0.00	6,466.59	0.00	6,466.59	40.00	9,699.88	646.66
153	Controls Materials	8,083.24	0.00	0.00	0.00	0.00	0.00	8,083.24	0.00
154	Electrical Installation	19,197.68	0.00	0.00	0.00	0.00	0.00	19,197.68	0.00
155	Validation/Commissioning	7,072.83	0.00	0.00	0.00	0.00	0.00	7,072.83	0.00
156			0.00						
157			0.00						
158			0.00						
159			0.00						
160			0.00						
SUBTOTAL		351,654.47	0.00	50,525.54	0.00	50,525.54	14.37	301,128.93	5,052.57

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 2
 APPLICATION DATE: December 31, 2015
 PERIOD TO: December 31, 2015
 ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS		PROJECT # PC14P0022									
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE		
			FROM PREV. APPLICATION (D+E)	THIS PERIOD							
201	PAL Building		0.00								
202	Controls Design & Program	11,865.33	0.00	4,746.13	0.00	4,746.13	40.00	7,119.20	474.61		
203	Controls Materials	5,932.66	0.00	0.00	0.00	0.00	0.00	5,932.66	0.00		
204	Electrical Installation	14,090.07	0.00	0.00	0.00	0.00	0.00	14,090.07	0.00		
205	Validation/Commissioning	5,191.08	0.00	0.00	0.00	0.00	0.00	5,191.08	0.00		
206			0.00								
207	Ballard Park Baseball		0.00								
208	Controls Design & Program	11,865.33	0.00	4,746.13	0.00	4,746.13	40.00	7,119.20	474.61		
209	Controls Materials	5,932.66	0.00	0.00	0.00	0.00	0.00	5,932.66	0.00		
210	Electrical Installation	14,090.07	0.00	0.00	0.00	0.00	0.00	14,090.07	0.00		
211	Validation/Commissioning	5,191.08	0.00	0.00	0.00	0.00	0.00	5,191.08	0.00		
212			0.00								
213	Ballard Park Soccer		0.00								
214	Controls Design & Program	11,865.33	0.00	4,746.13	0.00	4,746.13	40.00	7,119.20	474.61		
215	Controls Materials	5,932.66	0.00	0.00	0.00	0.00	0.00	5,932.66	0.00		
216	Electrical Installation	14,090.07	0.00	0.00	0.00	0.00	0.00	14,090.07	0.00		
217	Validation/Commissioning	5,191.08	0.00	0.00	0.00	0.00	0.00	5,191.08	0.00		
218			0.00								
219	Ballard Park Maint & Ops		0.00								
220	Controls Design & Program	2,400.58	0.00	960.23	0.00	960.23	40.00	1,440.35	96.02		
221	Controls Materials	1,200.29	0.00	0.00	0.00	0.00	0.00	1,200.29	0.00		
222	Electrical Installation	2,850.69	0.00	0.00	0.00	0.00	0.00	2,850.69	0.00		
223	Validation/Commissioning	1,050.26	0.00	0.00	0.00	0.00	0.00	1,050.26	0.00		
224			0.00								
225	Parks & Recs Admin		0.00								
226	Controls Design & Program	2,400.58	0.00	960.23	0.00	960.23	40.00	1,440.35	96.02		
227	Controls Materials	1,200.29	0.00	0.00	0.00	0.00	0.00	1,200.29	0.00		
228	Electrical Installation	2,850.69	0.00	0.00	0.00	0.00	0.00	2,850.69	0.00		
229	Validation/Commissioning	1,050.26	0.00	0.00	0.00	0.00	0.00	1,050.26	0.00		
230			0.00								
231	Oren Dunn Museum		0.00								
232	Controls Design & Program	2,400.58	0.00	960.23	0.00	960.23	40.00	1,440.35	96.02		
233	Controls Materials	1,200.29	0.00	0.00	0.00	0.00	0.00	1,200.29	0.00		
234	Electrical Installation	2,850.69	0.00	0.00	0.00	0.00	0.00	2,850.69	0.00		
235	Validation/Commissioning	1,050.26	0.00	0.00	0.00	0.00	0.00	1,050.26	0.00		
236			0.00								
237			0.00								
238			0.00								
239			0.00								
240			0.00								
SUBTOTAL		133,742.88	0.00	17,119.08	0.00	17,119.08	12.80	116,623.80	1,711.89		

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 2
 APPLICATION DATE: December 31, 2015
 PERIOD TO: December 31, 2015
 ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS		PROJECT # PC14P0022									
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D O R E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE		
			FROM PREV. APPLICATION (D+E)	THIS PERIOD							
161	Havan Acres Comm Center		0.00								
162	Controls Design & Program	5,328.13	0.00	2,131.25	0.00	2,131.25	40.00	3,196.88	213.13		
163	Controls Materials	2,664.06	0.00	0.00	0.00	0.00	0.00	2,664.06	0.00		
164	Electrical Installation	6,327.15	0.00	0.00	0.00	0.00	0.00	6,327.15	0.00		
165	Validation/Commissioning	2,331.05	0.00	0.00	0.00	0.00	0.00	2,331.05	0.00		
166			0.00								
167	Northside Boys & Girls		0.00								
168	Controls Design & Program	3,911.20	0.00	1,564.48	0.00	1,564.48	40.00	2,346.72	156.45		
169	Controls Materials	1,955.60	0.00	0.00	0.00	0.00	0.00	1,955.60	0.00		
170	Electrical Installation	4,644.54	0.00	0.00	0.00	0.00	0.00	4,644.54	0.00		
171	Validation/Commissioning	1,711.15	0.00	0.00	0.00	0.00	0.00	1,711.15	0.00		
172			0.00								
173	Fire Station 1		0.00								
174	Controls Design & Program	3,747.25	0.00	1,498.90	0.00	1,498.90	40.00	2,248.35	149.89		
175	Controls Materials	1,873.63	0.00	0.00	0.00	0.00	0.00	1,873.63	0.00		
176	Electrical Installation	4,449.86	0.00	0.00	0.00	0.00	0.00	4,449.86	0.00		
177	Validation/Commissioning	1,639.42	0.00	0.00	0.00	0.00	0.00	1,639.42	0.00		
178			0.00								
179	Fire Station 5		0.00								
180	Controls Design & Program	2,336.18	0.00	934.47	0.00	934.47	40.00	1,401.71	93.45		
181	Controls Materials	1,168.09	0.00	0.00	0.00	0.00	0.00	1,168.09	0.00		
182	Electrical Installation	2,774.21	0.00	0.00	0.00	0.00	0.00	2,774.21	0.00		
183	Validation/Commissioning	1,022.08	0.00	0.00	0.00	0.00	0.00	1,022.08	0.00		
184			0.00								
185	Fire Station 5		0.00								
186	Controls Design & Program	3,483.77	0.00	1,393.51	0.00	1,393.51	40.00	2,090.26	139.35		
187	Controls Materials	1,741.89	0.00	0.00	0.00	0.00	0.00	1,741.89	0.00		
188	Electrical Installation	4,136.98	0.00	0.00	0.00	0.00	0.00	4,136.98	0.00		
189	Validation/Commissioning	1,524.15	0.00	0.00	0.00	0.00	0.00	1,524.15	0.00		
190			0.00								
191	Police Academy		0.00								
192	Controls Design & Program	8,686.02	0.00	3,474.41	0.00	3,474.41	40.00	5,211.61	347.44		
193	Controls Materials	4,343.01	0.00	0.00	0.00	0.00	0.00	4,343.01	0.00		
194	Electrical Installation	10,314.64	0.00	0.00	0.00	0.00	0.00	10,314.64	0.00		
195	Validation/Commissioning	3,800.13	0.00	0.00	0.00	0.00	0.00	3,800.13	0.00		
196			0.00								
197			0.00								
198			0.00								
199			0.00								
200			0.00								
SUBTOTAL		85,914.19	0.00	10,997.02	0.00	10,997.02	12.80	74,917.17	1,099.71		

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 2
 APPLICATION DATE: December 31, 2015
 PERIOD TO: December 31, 2015
 ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS		PROJECT # PC14P0022		A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE				
			FROM PREV. APPLICATION (D+E)	THIS PERIOD									
241	Veterans Park Concession			0.00									
242	Controls Design & Program	3,779.46	0.00	1,511.78	0.00	1,511.78	40.00	2,267.68	151.18				
243	Controls Materials	1,889.73	0.00	0.00	0.00	0.00	0.00	1,889.73	0.00				
244	Electrical Installation	4,488.10	0.00	0.00	0.00	0.00	0.00	4,488.10	0.00				
245	Validation/Commissioning	1,653.51	0.00	0.00	0.00	0.00	0.00	1,653.51	0.00				
246				0.00									
247	Veterans Park J T Neely Ctr			0.00									
248	Controls Design & Program	3,779.46	0.00	1,511.78	0.00	1,511.78	40.00	2,267.68	151.18				
249	Controls Materials	1,889.73	0.00	0.00	0.00	0.00	0.00	1,889.73	0.00				
250	Electrical Installation	4,488.10	0.00	0.00	0.00	0.00	0.00	4,488.10	0.00				
251	Validation/Commissioning	1,653.51	0.00	0.00	0.00	0.00	0.00	1,653.51	0.00				
252				0.00									
253	Eastwood Park			0.00									
254	Controls Design & Program	8,499.14	0.00	2,599.66	0.00	2,599.66	40.00	3,899.48	259.97				
255	Controls Materials	3,249.57	0.00	0.00	0.00	0.00	0.00	3,249.57	0.00				
256	Electrical Installation	7,717.73	0.00	0.00	0.00	0.00	0.00	7,717.73	0.00				
257	Validation/Commissioning	2,843.37	0.00	0.00	0.00	0.00	0.00	2,843.37	0.00				
258				0.00									
259	C. C. Augustus			0.00									
260	Controls Design & Program	3,640.69	0.00	1,456.28	0.00	1,456.28	40.00	2,184.41	145.63				
261	Controls Materials	1,820.35	0.00	0.00	0.00	0.00	0.00	1,820.35	0.00				
262	Electrical Installation	4,323.32	0.00	0.00	0.00	0.00	0.00	4,323.32	0.00				
263	Validation/Commissioning	1,592.80	0.00	0.00	0.00	0.00	0.00	1,592.80	0.00				
264				0.00									
265	Rockwell Center			0.00									
266	Controls Design & Program	5,328.13	0.00	2,131.25	0.00	2,131.25	40.00	3,196.88	213.13				
267	Controls Materials	2,664.06	0.00	0.00	0.00	0.00	0.00	2,664.06	0.00				
268	Electrical Installation	6,327.15	0.00	0.00	0.00	0.00	0.00	6,327.15	0.00				
269	Validation/Commissioning	2,331.05	0.00	0.00	0.00	0.00	0.00	2,331.05	0.00				
270				0.00									
271	Rob Leake Park			0.00									
272	Controls Design & Program	5,328.13	0.00	2,131.25	0.00	2,131.25	40.00	3,196.88	213.13				
273	Controls Materials	2,664.06	0.00	0.00	0.00	0.00	0.00	2,664.06	0.00				
274	Electrical Installation	6,327.15	0.00	0.00	0.00	0.00	0.00	6,327.15	0.00				
275	Validation/Commissioning	2,331.05	0.00	0.00	0.00	0.00	0.00	2,331.05	0.00				
276				0.00									
277				0.00									
278				0.00									
279				0.00									
280				0.00									
SUBTOTAL		88,609.35	0.00	11,342.00	0.00	11,342.00	12.80	77,267.35	1,134.22				

Alex Ford

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 2
 APPLICATION DATE: December 31, 2015
 PERIOD TO: December 31, 2015
 ARCHITECT'S PROJECT NO: NA

City of Tupelo/Tupelo, MS

PROJECT # PC14P0022

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J RETAINAGE
			FROM PREV. APPLICATION (D+E)	THIS PERIOD					
241	Lee Acres Center		0.00						
242	Controls Design & Program	4,086.85	0.00	1,634.74	0.00	1,634.74	40.00	2,452.11	163.47
243	Controls Materials	2,043.42	0.00	0.00	0.00	0.00	0.00	2,043.42	0.00
244	Electrical Installation	4,853.13	0.00	0.00	0.00	0.00	0.00	4,853.13	0.00
245	Validation/Commissioning	1,788.00	0.00	0.00	0.00	0.00	0.00	1,788.00	0.00
246			0.00						
247	AM Strange Library		0.00						
248	Controls Design & Program	2,535.25	0.00	1,014.10	0.00	1,014.10	40.00	1,521.15	101.41
249	Controls Materials	1,267.63	0.00	0.00	0.00	0.00	0.00	1,267.63	0.00
250	Electrical Installation	3,010.61	0.00	0.00	0.00	0.00	0.00	3,010.61	0.00
251	Validation/Commissioning	1,109.17	0.00	0.00	0.00	0.00	0.00	1,109.17	0.00
252			0.00						
253			0.00						
254			0.00						
255			0.00						
256			0.00						
257			0.00						
258			0.00						
259			0.00						
260			0.00						
261			0.00						
262			0.00						
263			0.00						
264	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
265	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
266	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
267	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
268	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
269	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
270	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
271	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
272	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
273	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
274	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
275	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
276	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
277	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
278	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
279	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
280	Enter Work Description		0.00	0.00	0.00	0.00	0.00	0.00	0.00
SUBTOTAL		20,694.06	0.00	2,648.84	0.00	2,648.84	12.80	18,045.22	264.88
TOTAL		5,306,839.00	964,515.90	1,052,415.22	0.00	2,016,931.12	245.60	3,289,907.88	158,309.97

Previous Day Transactions Printable View

Tupelo Water & Sewer Money Mar

Account Number: 8900174474

Account Name: Tupelo Water & Sewer Money

Mar

YTD Interest: \$.00

Ledger Balance: \$4,448,676.44

Available Balance: \$4,449,207.76

As Of: 01/13/2016 11:26

Available Overdraft Line: \$.00

Transactions cleared between 01/12/2016 and 01/12/2016

Date	Transaction Description	Customer Reference ID	Debit (-)	Credit (+)
01/12/2016	Commercial Deposit DEPOSIT			\$550.00
Total Credits:				\$550.00
Total Debits:				

7.9

BUTLER | SNOW

January 8, 2016

VIA E-MAIL AT KIM.HANNA@TUPELOMS.GOV

City of Tupelo, Mississippi
Attn: Kim Hanna, City Clerk
P.O. Box 1485
Tupelo, Mississippi 38804-1485

Re: City of Tupelo, Mississippi 2016 Continuing Disclosure Submission

Dear Ms. Hanna:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to the City of Tupelo, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the **Annual Filing for fiscal year 2015 to be filed on or before March 31, 2016.**

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

City of Tupelo, Mississippi
January 8, 2016
Page 3

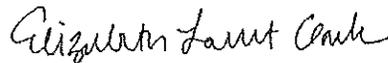
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: Elizabeth Lambert Clark

Accepted and Approved:

CITY OF TUPELO, MISSISSIPPI

BY: _____
Mayor

Dated: _____, 2016

cc: Ben Logan, Esq., City of Tupelo, Mississippi City Attorney
(via email to: ben.logan@tupeloms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

CITY OF TUPELO, MISSISSIPPI

BY: _____
Mayor

Dated: _____, 2016

(NOTE; THIS WAS BACK-UP MATERIAL FOR THIS
ITEM ON THE JANUARY 5, 2016 COUNCIL MEETING.



Memorandum

Debra Byrd, Code Enforcement Manager

Date: December 22, 2015

To: Pat Falkner
Shane Hooper

Subject: Demolition for Council Meeting January 5, 2016

I have listed below and attached a copy of the Public Hearing Notices and Exhibit A evidence which I would like for the City Council to consider for demolition on January 5, 2016, during its regularly scheduled meeting.

Due diligence has been done for these cases. It is my sincere wish that the City Council will find these properties to be a hazard and award permission for the Public Works Department of the City of Tupelo or the lowest and best bidder to demolish the structures and invoice the owners and place a lien on the properties if the owners do not pay for the demolition.

A copy of each entire case file including all pictures will be made available for the Council Agenda Review. I will attend the Agenda Review to answer any questions.

Thanks,

Debra

<u>REF</u>	<u>PARCEL</u>	<u>LOCATION</u>	<u>OWNERS NAME</u>
144774	089E-30-169-03	854 N. GLOSTER ST.	RAPTOR HOTELS LLC.

cc: G. Muse, Clerk of the Council



November 30, 2015

CITY OF TUPELO, MISSISSIPPI

COMPLAINT

Vs.

No. 14774

Dinesh S. Rama, Registered Agent
Raptor Hotels, LLC
854 North Gloster Street
Tupelo MS 38804

Parties of interest:

COMERICA BANK
SBA Department
455 Capital Mall, Ste. 300
Sacramento, CA 95814
916-329-3900

Comerica Bank
333 W. Santa Clara Street
San Jose, CA 95113

Larry Spencer, Esq.
P O Box 123
Jackson MS 39205
601-948-1547

Travelodge Hotels, Inc.
c/o Clyde & Co. US LLP
200 Campus Drive, Ste 300
Florham Park NJ 07932-0950
973-210-6700

Joshua Harris
2950 Hunter Road
Thaxton MS 38871
662-296-1751

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. Charges. The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at 854 North Gloster Street, Tupelo, MS 38804, PARCEL No. 089E-30-169-03, Tupelo MS, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety

and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.

2. Notice. A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on January 5, 2016, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m. You have the right to attend and respond to the charges.
3. Finding. If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings, personal property and other debris; and draining cesspools and standing water, as warranted and applicable.
4. Failure to Comply. If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from municipal board or courts are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 30th day of Nov., 2015.

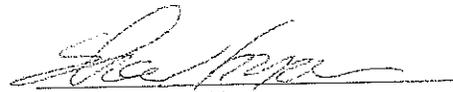
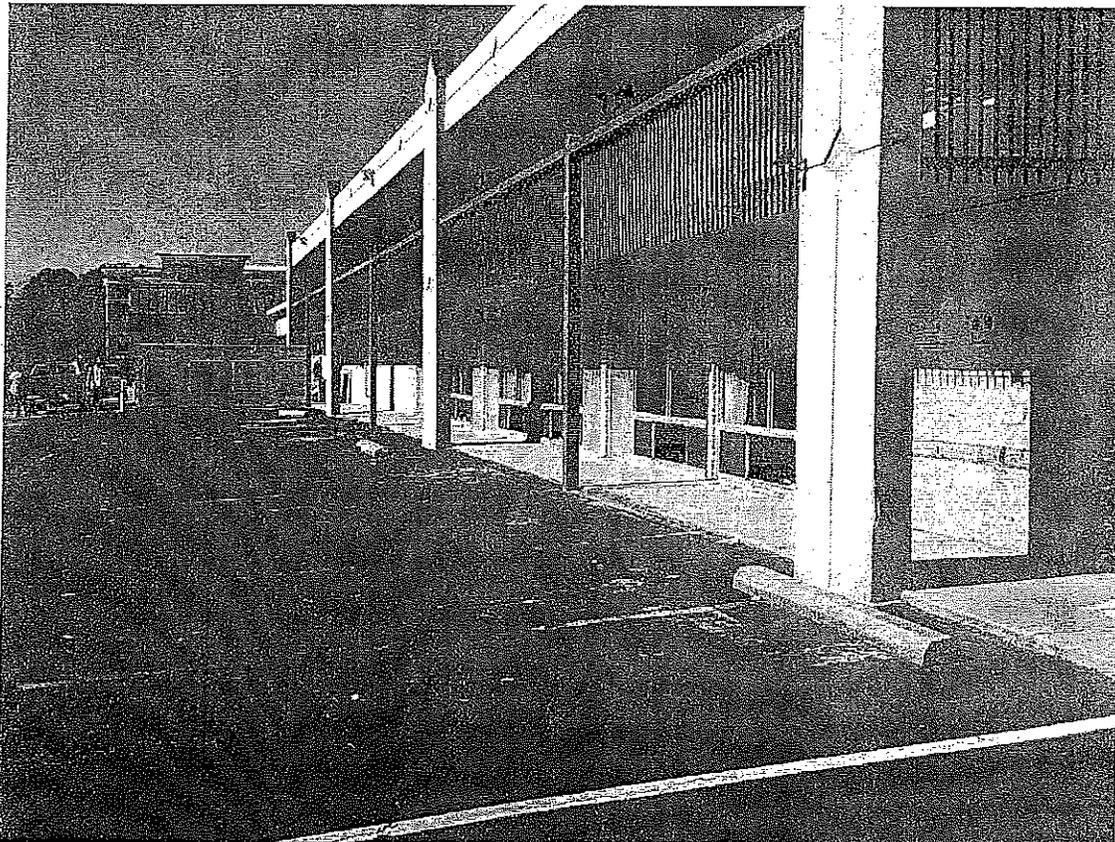
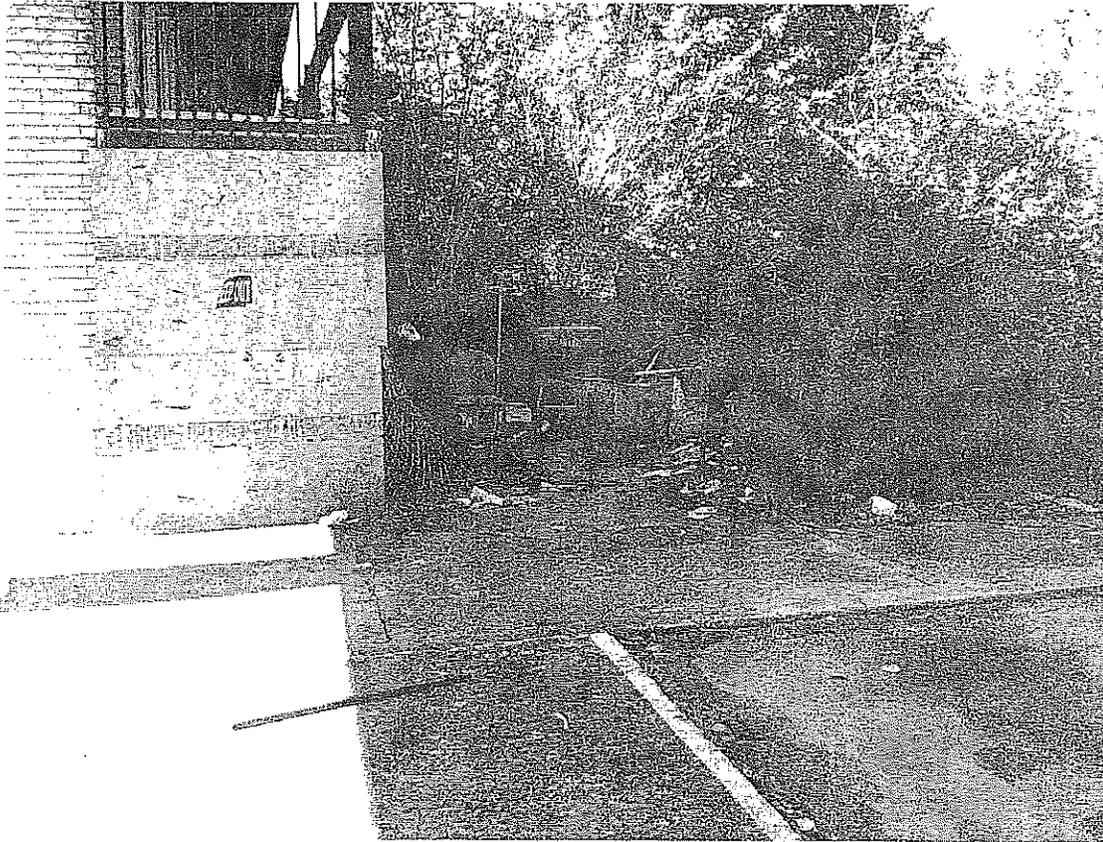
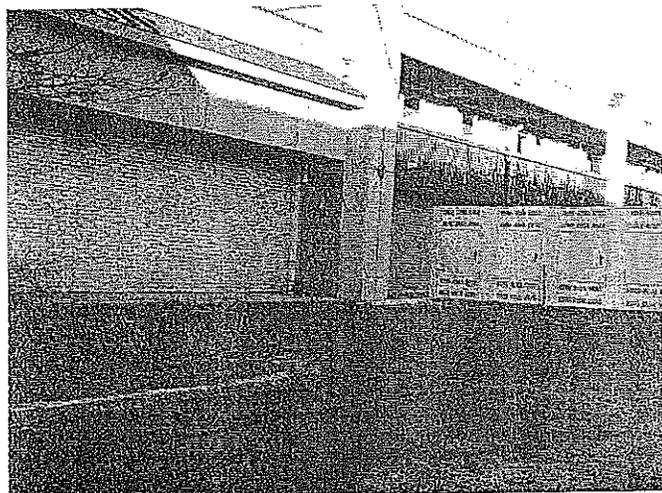
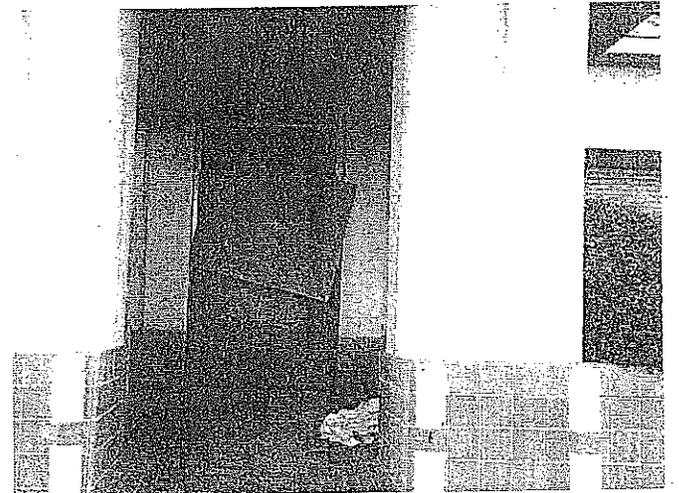
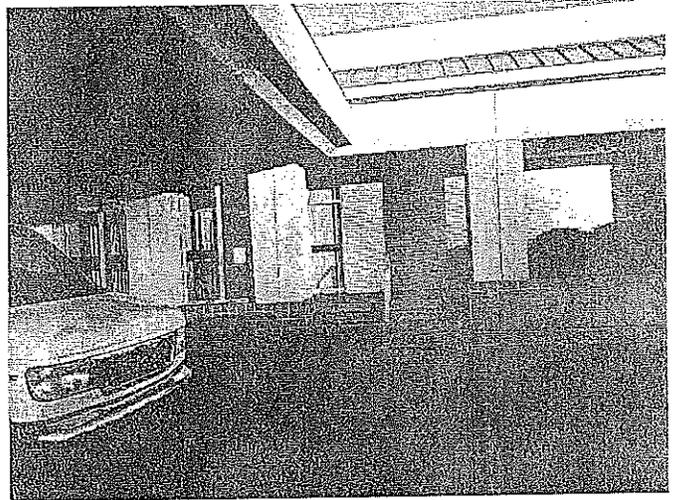
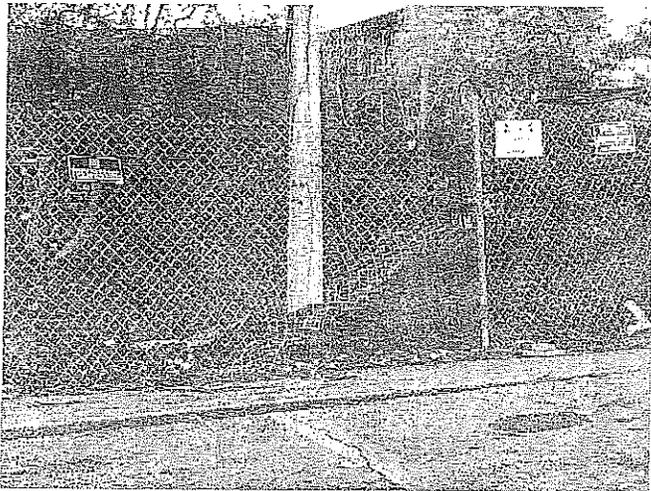
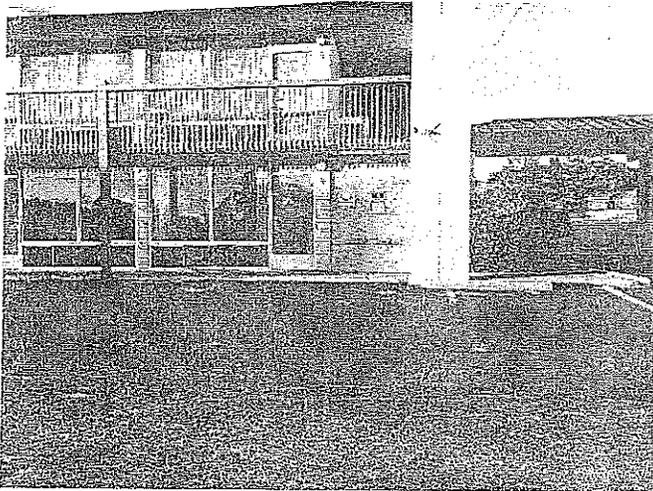
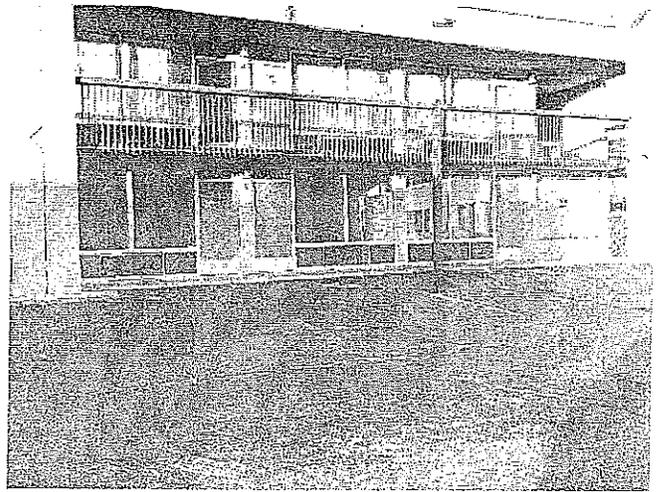
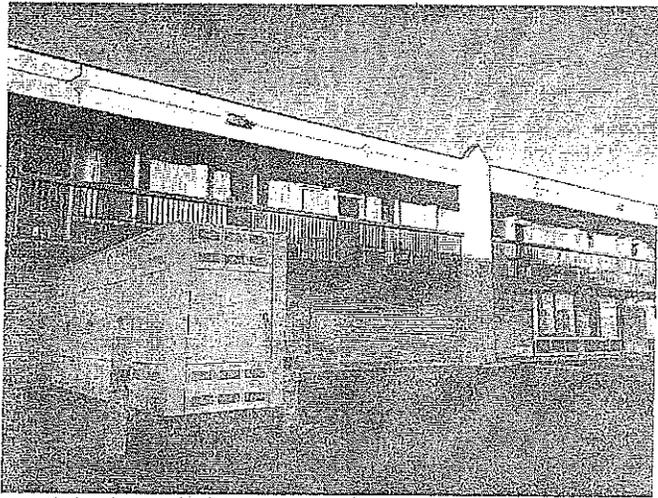

Shane Hooper, Director
Department of Development Services
City Of Tupelo, Mississippi

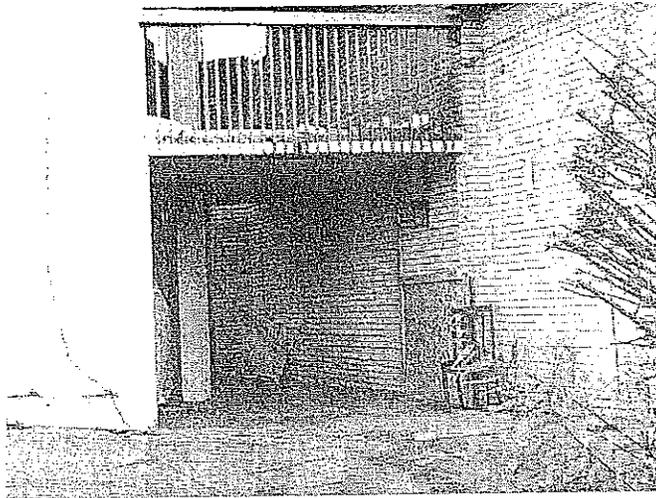
EXHIBIT A – 854 NORTH GLOSTER STREET

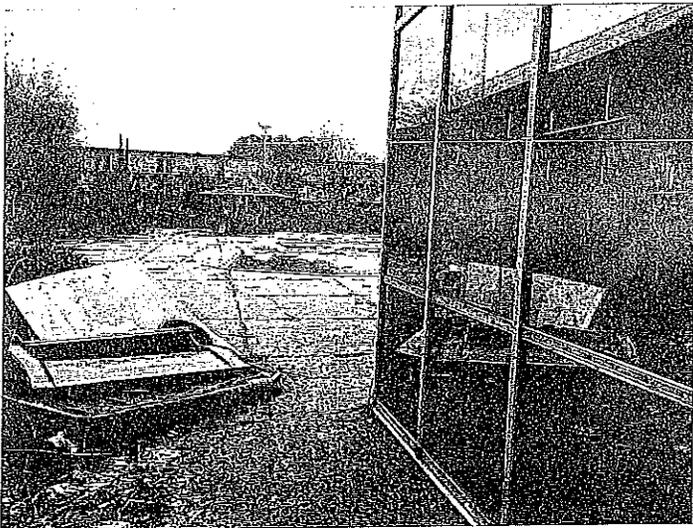
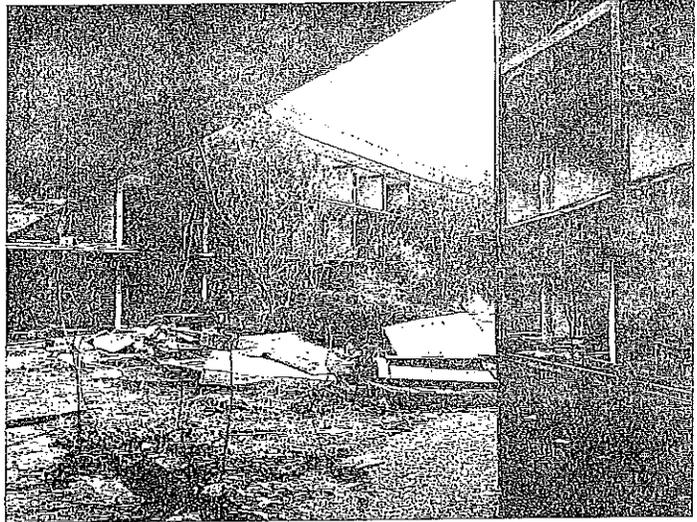
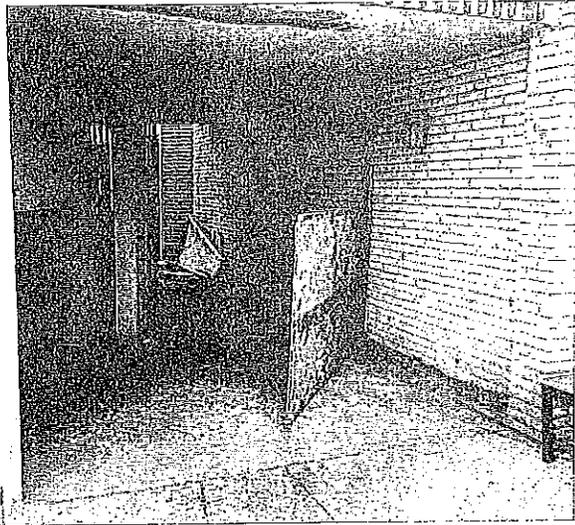
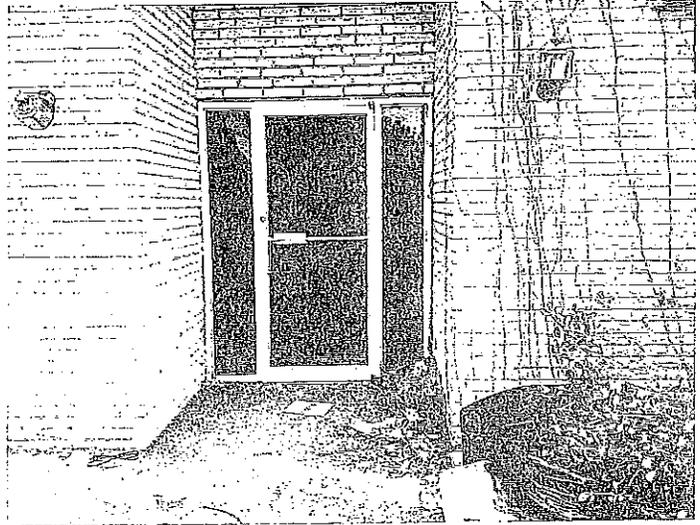


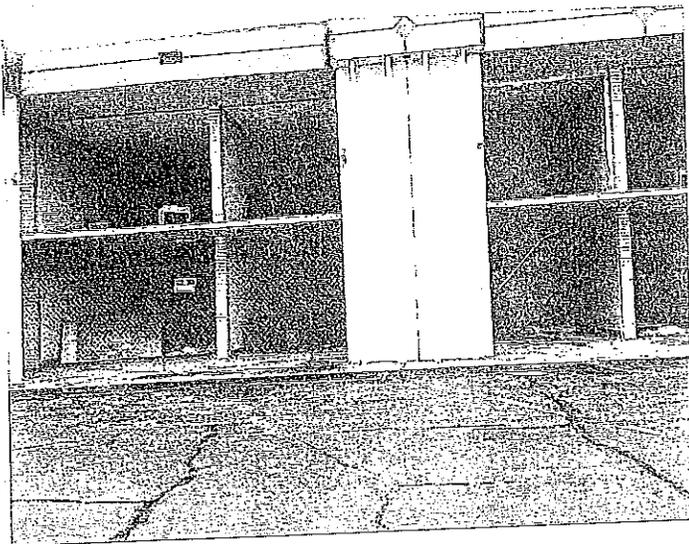
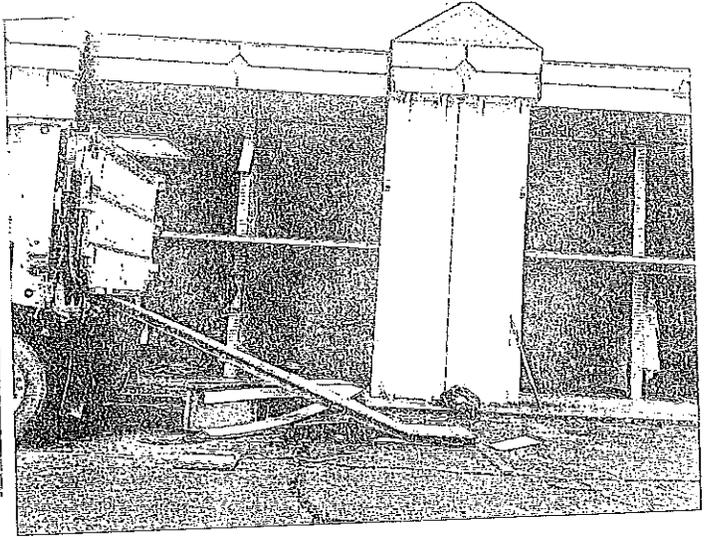
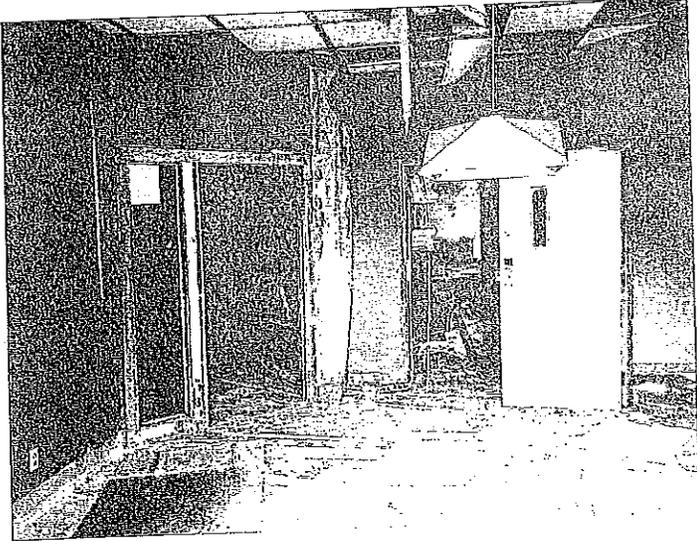
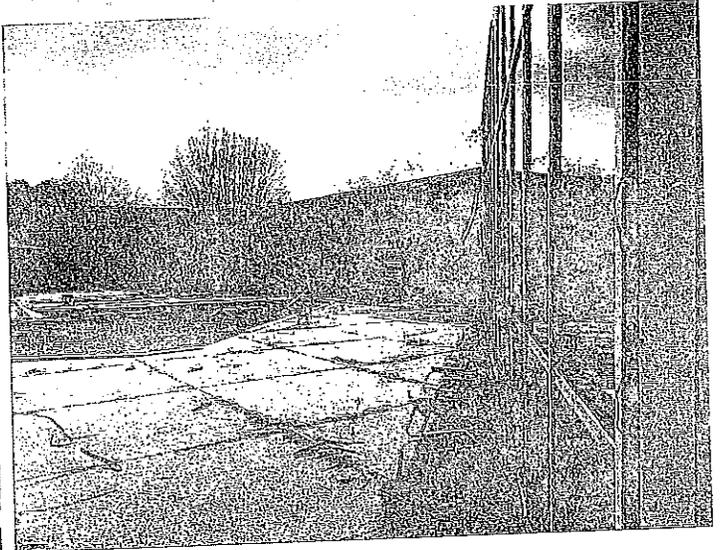
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PARCEL #089E-30-169-03

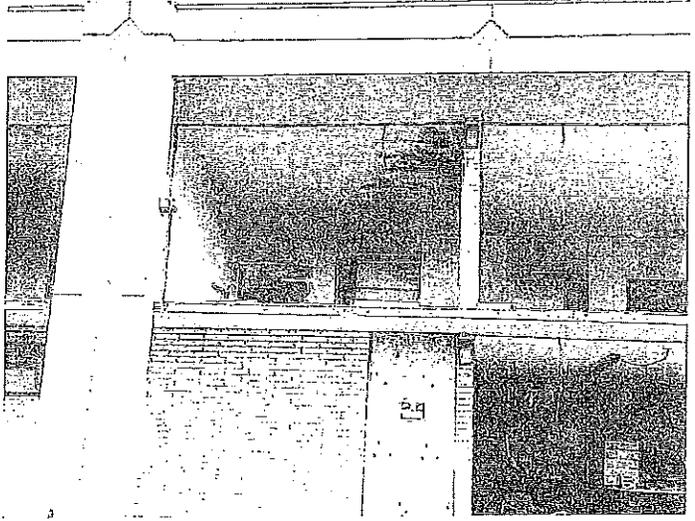
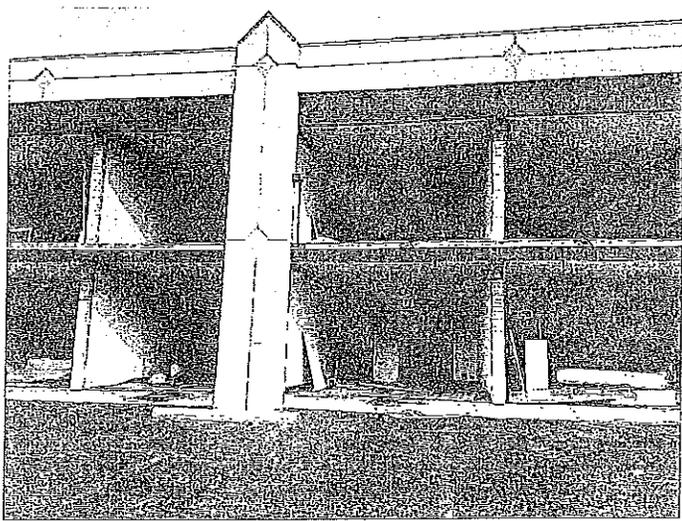












7.11

MEMO

TO: Mayor, City Council members
FROM: Pat Falkner
DATE: December 29, 2015
RE: Routine agenda item: Minutes of January 4, 2016 Planning Committee meeting

Attached are the minutes of the Planning Committee meeting of January 4, 2016. Approval will be for item 1 only; item 2 will be on study agenda for action after work session.

FLEX16-01 A request for a Flexibility Zoning Review from Mr. Cliff Nash on behalf of the Tupelo Airport Authority to allow their building at 3709 West Main Street to be used as a self-storage facility.

APPROVED

TEXT AMENDMENT 16-01 Amendments to Chapters 6, 9, 10, 11, 12, and 13 of the Development Code.

APPROVED

TUPELO PLANNING COMMITTEE

January 4, 2016

CALL TO ORDER

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

REVIEW OF DECEMBER MINUTES

The minutes were approved, with correction of one error, on a motion by Mr. Hildenbrand and a second by Mr. Smith.

REPORT ON COUNCIL ACTIONS

Mr. Falkner reported that the minutes from December 7 were on the agenda of the City Council for their January 5 meeting. He also reported that the applicant for the rezoning case heard in December was planning to proceed with their project using only the part of the property that is currently zoned for commercial use.

NEW BUSINESS

FLEX 16-01: Request from Tupelo Airport Authority to allow the building at 3709 West Main Street to be used as a self storage facility.

Mr. Cliff Nash, Executive Director of the Tupelo Airport Authority, appeared to present the project. He said that one of the airport's hangars had been leased as a storage facility for cockpits removed from planes by Universal Asset Management, and eventually converted into flight simulators for training purposes. The Federal Aviation Authority had communicated with the airport that this did not constitute aeronautical use of the hangars and that the parts storage operation should be relocated. The Airport Authority had a vacant building on Main Street which they have modified so that the cockpits could be brought in. Mr. Nash noted that there was an existing self-storage facility next door and that the rear area of the subject property had been used as warehouse space for a flooring company.

Mrs. Pittman asked if the cockpits would be moved in on large trucks via Glasgow Lane. Mr. Nash said that they would, but that the parts were not heavy and did not expect any damage to the street.

Mrs. Kennedy asked if there were any comments from the public. Mr. Falkner stated that none had been received by the office, and no one was present at the meeting to comment.

Mr. Hildenbrand moved to approve the application, seconded by Mrs. Pittman. All voted in favor of the motion.

TEXT AMENDMENTS 16-01

Mr. Falkner presented the committee with a summary of the proposed amendments as follows:

In Chapter 6, we are adding language to section 6.8.8 to give us commercial driveway access standards that are consistent with what MDOT uses on Gloster and McCullough Boulevard. These standards will apply to new development and are intended to keep West Barnes Crossing from having as many driveways as North Gloster. There will be no more than one driveway per 200 feet frontage, no new driveway within 125 feet of intersection. Exceptions can be made if a property would not have a driveway at all under those standards. In these cases the driveway would be right in/right out only.

In Chapter 9, we are adding flexibility to the landscaping requirements based on experience with review of commercial projects under the new code. We're allowing substitution of ornamental grasses for some shrubs, reducing the number of shrubs in certain areas, and making the tree coverage preservation section an optional method of dealing with trees on site rather than a mandatory requirement.

In Chapter 10, we are adding a definition for signs that are intended to be seen from within the property, such as menu boards and internal directory signs in a shopping center. They are allowed to be bigger than directional signs visible from off site. Also, we are increasing the allowable percentage of window area that can have signage from 10% to 30%, which is what was in the previous code. 10% was almost impossible to enforce. Last, we are making the sign area formula for signs on awnings or canopies consistent with area of wall signs, rather than having a one size fits all limit of area.

In Chapter 11 we are adding a few words to make clear that the restriction on parking in the yard of residences includes recreational vehicles like four wheelers. Also, we are adding a limitation on location of congregate living facilities within 1,500 feet of another in Mixed Use districts, or within 2,500 feet in other districts. These limits were included in the zoning chapter as part of the previous amendment, but we wanted to add them to this section to make it easier to show the standard.

Chapter 12 has the most extensive changes. First, we are basically doing away with the development review checklist as an approval requirement. In practice it was not doing what we wanted it to do. The checklist stays in as just that, a list of items we can look at and reference in making decisions about how a project is compatible with its area or how it can justify being approved in terms of the goals of the comprehensive plan. We are also adding language that clarifies that a Development Plan can be used to propose a project that involves changes to standards, like the old planned unit development concept. We change the section on site plans to be more specific about what is reviewed as a major site plan – basically, multi-family projects and commercial projects with more than three tenant spaces. Finally, we are asking for digital submittal of commercial site plans.

Chapter 13 includes changes recommended by the Code Enforcement manager. It specifies the Code Enforcement Manager as having enforcement authority rather than

the City Engineer, corrects the language on citations to follow how Municipal Court actually handles those citations, gives us authority to remove hazardous trees, and includes a stronger reference to the ability to enforce all city codes, not just the Development Code.

After discussion, Mr. Davis made a motion to approve all amendments as submitted. The motion was seconded by Mr. Smith and passed unanimously.

PUBLIC DISCUSSION: Redevelopment Opportunities in South Gloster Area

Mr. Falkner presented this item, which is intended to explore the factors affecting development of some vacant properties in the South Gloster Street area, in reference to the provisions of the current Development Code. He noted the potential value-creating forces of the Gloster Street traffic count, of employees and visitors at the North Mississippi Medical Center, and the existing residences in the Lee Acres and Chickasaw Trail areas. He explained that the code would allow for higher density residential development, which would add more rooftops to support commercial activity. He also noted the possibility of pedestrian infrastructure or future public transportation services as tools for increasing the value of these locations.

Mr. Hildenbrand spoke as a resident of the Lee Acres neighborhood, saying that they had been looking for ways to build the value of their homes. He said that sidewalks on Garfield and Van Buren would be good since there is some foot traffic already from these areas toward Gloster. He said that condos or other housing types aimed at seniors would be good uses of the vacant land between the single family and commercial areas.

Mr. Goodwin also spoke, as a business owner in the area, confirming the walking traffic and agreeing on the potential for senior housing.

Mrs. Ora Baldwin, Retirement Director for the city, appeared, noting also that she was both a resident of Lee Acres and a licensed realtor. She markets Tupelo as a destination for retirees, and said that the typical retiree brings substantial equity to the city. She believes that smaller homes, in the 1300 to 1800 foot range, but with modern floor plans and amenities, would sell well in the areas being discussed.

Mr. Falkner asked Mrs. Baldwin if, in her opinion as a realtor, the construction of new housing would affect the value of existing homes in Lee Acres. Mrs. Baldwin said that she believed the impact would be positive.

Mr. Todd Davis of North Mississippi Medical Center appeared, saying that he believed the area had potential for growth from older citizens wanting to locate close to medical services. Mr. Falkner asked if the Medical Center had reviewed the need for pedestrian connections among building on its campus. Mr. Davis said that this had been discussed but there were no plans at present. Mr. Moll asked if the medical center has considered more involvement in transportation services. Mr. Davis said that he felt like private

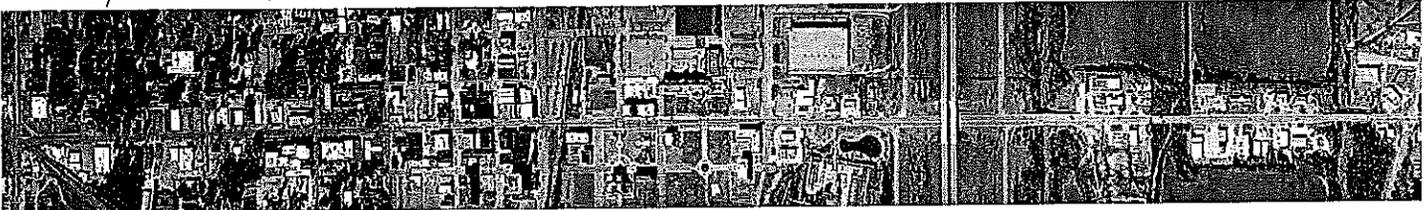
providers were meeting those needs. Mr. Hildenbrand asked if a hotel aimed at hospital visitors would be feasible. Mr. Davis said that he was not sure.

Mr. Falkner thanked those attending and said that the comments would be helpful particularly as the city made long term capital budget decisions.

Mrs. Kennedy discussed meeting dates for February with the committee, agreeing on a work session January 25 and meeting February 1.

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

7.12



Tupelo Major Thoroughfare Program Minutes December 14, 2015

Members present: Hudson Bryan, Eddie Carnathan, Bill Cleveland, Jeffery Gladney, Gunner Goad, Stuart Johnson, Ernie Joyner, J D Moore, Jamie Osbirn, Greg Pirkle, Theodore Roach, Kay Trapp, Wesley Wells, Betty Wood

Members not present: Ken Burton, C W Jackson, Drew Robertson, Wesley Webb

Others in attendance: John Crawley, Renee Newton, Jason Shelton, Buddy Palmer, Travis Beard, Lynn Bryan, Mike Bryan, Nettie Davis, Willie Jennings, Markel Whittington, Ben Logan, Don Lewis, Kim Hanna, Johnny Timmons, John White, Chuck Williams, Shane Hooper, Debbie Brangenberg, Leesha Faulkner, John White, Jess Wygil, Media Representatives

Meeting was called to order by Chairman Greg Pirkle.

Roll Call was taken by Renee Newton.

New member, Wesley Wells, was welcomed to MTP Committee.

Mr. Pirkle asked the Committee to review and approve the minutes of the November 9, 2015, Major Thoroughfare Program meeting. With no discussion, minutes were approved unanimously.

Kim Hanna presented the Major Thoroughfare Phase V Budget Report for the period ending November, 2015. Beginning cash balance was \$2,182,796. Revenue from Property Tax and Interest Earned totaled \$40,938. Actual Expenditures totaled \$314,015 with payments for Personnel Cost of \$7,067 and East Main Project of \$306,948. Ending cash balance was \$1,909,719.

John Crawley gave updates on the current projects.

SOUTH GLOSTER STREET

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

NATCHEZ TRACE BRIDGE

Contractor has indicated that they plan to replace the dead landscaping next week.

EAST MAIN STREET (GREEN STREET TO VETERANS)

Bridge crews are working on construction of deck slabs for south side of bridge C and construction of substructure for south side of bridge B. Contractor has completed construction on the north side of Main Street in Downtown section between Green Street and Front Street (including installation of landscaping items in this section). Some seat wall caps remain to be placed. Landscaping is being installed throughout the project limits. Concrete crews are working on construction of curb and driveways on south side of East Main Street

between Veterans Blvd and Highway 45. Based on Progress Estimate for work completed in the month of November the Contractor is 59% complete after using 68% of the contract time.

THOMAS STREET / HWY 6 INTERCHANGE

Plan preparation is nearing completion. Authorization to proceed with acquisition of last remaining piece of Right of Way is on the agenda for tomorrow's Council meeting. MDOT is requiring Archeological clearance prior to approving permits for construction of ramp connections to Highway 6. We are in the process of contacting Archeologists to perform a cultural resources assessment.

NEW BUSINESS

Greg Pirkle called for reports and recommendations from the Sub-Committees.

MAINTENANCE

Kay Trapp reported on the findings of the Maintenance Sub-Committee. The Sub-Committee discussed how much of the MTP budget to allocate for maintenance, which category of streets to fund, and which specific streets in each category to fund. Questions and discussion from the audience and members pertained to clarification of street categories, current City Budget for street maintenance, and how has street maintenance been funded in previous budgets. Greg Pirkle, Don Lewis, and Kim Hanna answered all questions and concerns of how and where the MTP Maintenance allowance would be spent. With no more questions of the Maintenance Sub-Committee, recommendation was presented for vote. (See attached document for list of streets recommended for MTP maintenance funding.)

Major Thoroughfare makes the recommendation to the City Council that 25% of the funds received for the Major Thoroughfare Phase VI Program be used by the City to maintain Major Thoroughfare roads identified as Arterial or Major Collector roads by the Public Works Department of the City of Tupelo.

Motion was made and seconded. Committee voted unanimously to send the recommendation to the City Council.

STREETS

Ernie Joyner reported on the findings of the Streets Sub-Committee.

The list of proposed projects for Phase VI presented by the Sub-Committee, in no particular order of priority or preference:

(20) Major Thoroughfare Traffic Signal Timing and Optimization	\$150,000-300,000
(21) Barnes Crossing Road from N Gloster to Cross Creek Drive	\$1,800,000
(22) Eason Blvd/US 45 Intersection Improvement	\$250,000
(25) W Jackson St Ext from Airpark to Coley Rd	\$4,900,000
(26) N Gloster Intersection Improvements at N Green St and Commonwealth Blvd, etc.	\$2,600,000
(31) Eason Blvd Widening from Veterans to Briar Ridge Rd	\$3,500,000
(33) N Gloster Widening from Barnes Crossing to Natchez Trace Parkway	\$4,000,000

Finish S Thomas from Cliff Gookin to new Hwy 6 - Part funded from Phase V and part in Phase VI
Jackson St widening from Clayton St to Robins St - May require purchase of Right-of-way

Numbers in parenthesis refer to project numbers in Appendix F of the Tupelo Comprehensive Transportation Plan Infrastructure Recommendations. (See attached document)

The salary of the project manager will also be paid in Phase VI at approximately \$500,000 over five years. That is \$100,000 per years that does not go towards Streets budget. Costs of proposed projects are approximate. With 25% of Phase VI going to Maintenance, only \$15 million is available for new projects. The proposed projects are estimated at over \$17 million.

Questions and discussion from the audience and members pertained to timing of MTP projects with City projects to extend funds, combining projects to reduce costs, and prioritization of projects. Greg Pirkle, Don Lewis, and Chuck Williams agreed that joint projects would be advantageous. Further discussion of the MTP Committee will need to take place to set priority of projects.

Motion was made that these proposed projects be included in Phase VI which will go to public vote in May 2016. Motion was seconded. Committee voted unanimously to approve Proposed Project List for Phase VI.

Greg Pirkle, Don Lewis, and Mayor Shelton thanked all MTP members for their time and effort put into the recommendation process.

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



Chairman Greg Pirkle



Submitted by Renee Newton

**APPENDIX F - RECOMMENDATIONS SCHEDULE
TUPELO COMPREHENSIVE TRANSPORTATION PLAN
INFRASTRUCTURE RECOMMENDATIONS**

No.	Project	Schematic OPC	Description	Termini	Notes
20	Major Thoroughfare Traffic Signal Timing and Optimization	\$150,000 - \$300,000	Link traffic signals to available fiber optic cable infrastructure and implement signal timing plan	Priority Corridors: N. Gloster St. & Main Street	Assess availability in TW&L fiber optic network; coord. w/MDOT; Price range based on completion of Gloster St. corridor by MDOT.
21	Barnes Crossing Rd.	\$1,800,000	Increase capacity via Widening, Signal Timing/connections, Striping Improvements, Pedestrian improvements and/or intersection	N. Gloster to Cross Creek	Intersection improvements likely most viable alternative to mitigate congestion (i.e. Signal timing/connections, turn lanes, etc.)
22	Eason Blvd. / US 45 Intersection Improvements	\$250,000	Add capacity and dedicated turn/thru lanes near US 45 interchange.	KCS RR crossing to Town Creek Bridges	Railroad issues. v/c issues east of US 45; safety concern
23	US 45 Widening	\$5,500,000	Add one northbound capacity lane to eventually be a dedicated exit lane at Barnes Crossing Rd. exit	US 78 to Barnes Crossing Rd.	Promotes safety & mitigates back up onto I-22. Coord. w/ MDOT
24	US 45/Barnes Crossing Rd. Interchange Improvements	\$1,000,000	Reconstruct interchange to add capacity via designated directional turn lanes; Add que capacity to ramps.	Interchange	Improved circulation patterns w/directional capacity. Coord. W/ MDOT
25	W. Jackson Street Ext.	\$4,900,000	Widening improvements to connect to Coley Rd.	Air Park Rd. to Coley Rd.	Improved E-W connector corridor; Project programmed under previous MTP phase (Phase V) but engineering & construction not completed
26	N. Gloster Intersection Improvements	\$2,600,000	Intersection Improvements at N, Green St., Commonwealth Blvd., etc.	N. Gloster to Barnes Crossing Commercial District	Part of Phase V MTP but engineering & construction phases not implemented; coord. with results from MDOT corridor study to specify specific intersections. Current City project to add sidewalks in design E-W connector corridor; Coord with residential redevelopment efforts
27	Jackson Street	\$10,500,000	Widen from 2-3 lanes (or add medians with left turn bays where needed); Improve intersections; Include complete street provisions	Air Park Rd. to Front Street	N. of Gloster St.; Complete Streets design may be best for marriage of traffic and community goals
28	West Main St / Coley Rd. Intersection	\$1,000,000	Complete traffic modeling to consider the addition of turn lanes (i.e. right turn lanes from Main to Coley & dual left turn lanes from Coley to Main etc.)	Intersection	Potential development along W. Main (Hancock Property Industrial Development), W. Main (TRA Property) and Coley will further impact
29	West Main St	\$7,500,000	Widen from 2-4 lanes to accommodate industrial park and commuter traffic volume; Striping and/or additional widening at intersections based on IIA of medians w/ left turn bays; include complete street provisions	Coley Road to West City Limits	Potentially lower priority until the Hancock technology/industrial park is developed. Improvements may be part of ED package considerations
30	N. Veterans Blvd.	\$4,000,000	Widen from 2 to 3 lanes or widen from 2 lanes to medians w/ left turn bays; include complete street provisions	Main Street to US 78	Offers additional capacity enough to manage projected traffic demands; enhancement of area including key public facilities
31	Eason Blvd.	\$3,500,000	Widening improvements to extend to Briar Ridge Rd.	S. Veterans to Briar Ridge Rd.	Design phase completed under previous MTP phase but construction phase not completed under Phase V of MTP
32	E. Main St.	\$2,500,000	Widening to relieve future high levels of congestion	Eason/Gloster Int. N. to City Limits	V/C ratios are acceptable until after 2020. (See V/C model output)
33	N. Gloster (145) widening	\$4,000,000	Widening from 2 lanes to 4 or 5 lane section with intersection improvements at NTP.	Barnes Crossing Rd. to NTP interchange	Relieve congestion at Barnes Crossing Rd & N. Gloster intersection & improved access to/from NTP; coordination with results from MDOT corridor study to determine specific improvements.
34	N. Veterans (Extension)	\$6,500,000	Widen from 2 to 3 lanes or widen from 2 lanes to medians w/ left turn bays; include complete street provisions	US 78 to Barnes Crossing	Extension of loop concept to offer capacity along perimeter of City; decreases demand on I-22 / US 45

#7.13

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #16311

ANDERSON, RUSSELL

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to ANDERSON, RUSSELL (Owner on January 12, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

- Property Owner: ANDERSON, RUSSELL
- Address of Owner: POST OFFICE BOX 87, RED BANKS, MISSISSIPPI 38661
- Parcel Number: 106C-13-186-00
- Address of Violation: 927 TERRY ROAD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on October 6, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on January 19, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #16312

MATTHEWS, ALICE ROBERTA

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to MATTHEWS, ALICE ROBERTA (Owner on January 12, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MATTHEWS, ALICE ROBERTA
Address of Owner: 614 ANDRINGHAM DRIVE, ALPHARETTA, GEORGIA 30004
Parcel Number: 106D-13-087-00
Address of Violation: 922 TERRY ROAD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on October 6, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on January 19, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #16319

MAH, JEANINE E

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to MAH, JEANINE E (Owner on January 12, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MAH, JEANINE E
Address of Owner: 6890 CORSICA, MEMPHIS, TENNESSEE 38120
Parcel Number: 101H-01-150-00
Address of Violation: SHUMACOLA TRAIL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on October 6, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on January 19, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #16382

WELLS FARGO BANK NA

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WELLS FARGO BANK NA (Owner on January 12, 2016 of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WELLS FARGO BANK NA
Address of Owner: 2051 KILLEBREW DRIVE, SUITE 220, BLOOMINGTON, MN 55425
Parcel Number: 082J-09-025-02
Address of Violation: 2421 BARNES CROSSING ROAD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on October 6, 2015 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on January 19, 2016, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the _____ day of _____, 2016.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
BUDDY PALMER, Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

Date

#17.14

Memo

January 12, 2016

To: Glenda Muse

From: Sherrie Cochran

Re: New Neighborhood Association



Glenda,

Audubon Woods is requesting an official neighborhood association designation from our City Council.

Included in the packet is the letter petitioning the Council for recognition, the by-laws and the boundary map.

Would you please put this on their agenda for January 19, 2016? Thanks.

Sherrie Cochran

PROPOSED AUDUBON WOODS NEIGHBORHOOD ASSOCIATION

We, the undersigned elected officers constituting the Executive Committee of the proposed Audubon Woods Neighborhood Association, are petitioning the Tupelo City Council to be recognized as a neighborhood association by the City of Tupelo.

We have been a part of the larger Audubon Neighborhood Association, but the residents of our area have not been participating in that association because it was so large and we did not really feel a part. We feel that both the City of Tupelo and our neighborhood will benefit from having our own association for the following reasons:

1. Geographically, we are a distinct group as noted on the attached map.
2. We have 55 homes in our proposed association, all of which are owner occupied except for 2 homes now up for sale.
3. Ours is a walking neighborhood where many people know their neighbors already, and we feel this neighborhood association will further promote this.
4. We have had 3 organizational meetings thus far, and there is high interest in Audubon Woods for this association to be formed.
5. We think our area of diverse, middle class residencies characterizes what Tupelo leaders have been trying to promote.
6. We think this designation will help promote ours as an attractive, safe, desirable neighborhood, which will protect our home values, and thus enhance Tupelo's tax basis.

William Hilbun MD

William Hilbun MD President

1906 Pheasant Run

Bill Hammons
Bill Hammons Vice-President

1903 Skylark Circle

Catherine Harder
Catherine Harder Secretary

1900 Pheasant Run

Karen Wolfe
Karen Wolfe Treasurer

2008 Hummingbird

PROPOSED BY-LAWS FOR AUDUBON WOODS NEIGHBORHOOD ASSOCIATION

ARTICLE 1 Name and Purpose

The name of the association shall be Audubon Woods Neighborhood Association hereafter referred to as the Association. It shall be a non-business entity.

The By-Laws shall govern the Association and its members and facilitate the fulfillment of the purposes of the Association

PURPOSE: To promote Audubon Woods Neighborhood as a safe, attractive, congenial, desirable neighborhood.

ARTICLE 2 MEMBERSHIP

Eligibility for membership

Any current resident of the proposed Association as delineated in the attached map is automatically a member of the Association.

Annual dues There are no dues in the Association

Voting Rights Each residence shall be entitled to one vote, whether the vote is taken at a formal meeting or conducted by email or petition.

ARTICLE 3 OFFICERS The Association shall have the following officers:

1. President
2. Vice-President
3. Secretary
4. Treasurer

ELECTION OF OFFICERS The officers shall be elected by majority vote at the last meeting of the year, or if not done then, at the first meeting of the new year.

TERM OF OFFICE The officers shall serve a one-year term, with a 3 year term limit

EXECUTIVE COMMITTEE The officers shall constitute the executive committee and are given the power to act for the Association in matters which might arise between meetings; however, upon petition of 20% of the residencies in the Association, a special meeting will be called within one week to affirm or override any action of the Executive Committee.

DUTIES OF THE OFFICERS

1. The president shall be the principal executive officer of the Association and shall preside over all meetings, represent the Association on public occasions, and make such committee appointments from the membership as shall be deemed advisable for the effective conduct of the work of the Association.
2. The Vice-President shall assist the President as the President requests, and shall, in the absence or disability of the President, perform the duties of the President.

3. The Treasurer shall collect, safeguard, disburse, and make periodic reports of any funds collected by the Association.
4. The Secretary shall record the proceedings of all meetings, maintain adequate records of the Association activities, attempt to keep an up-to-date list of occupants of residencies with email addresses, and conduct such official correspondence as shall be required.
5. The duties of the officers shall not be limited as enumerated above, but they may discharge in addition such duties as are assigned by the Association Membership.
6. Unless so authorized, no officer shall have any power or authority to bind the Association by any contract or engagement, to pledge its credit, or to render it liable pecuniarily for any purpose or in any amount.

VACANCIES AND REMOVAL FROM OFFICE Any Officer may be removed from office by a majority vote of the members of the Association excluding the Officer to be removed. Upon the death, removal, resignation, moving, or incapacity of an Officer of the Association, a majority of the Association shall elect a successor.

MANAGEMENT The Association shall be managed by the Officers so elected, with powers consistent with Articles and By-Laws of the Association.

ARTICLE 4 MEETINGS OF MEMBERS

1. Place of meetings Meetings of the Members shall be held at Lawndale Presbyterian Church or any other place that may be conveniently located, as the Executive Committee or a majority of the members may select.
2. Time of meetings Regular meetings of the Association shall be held quarterly, at a time and place designated by the President, with at least one week notice prior to the meeting.
3. Special Meetings Special meetings may be called by the President or by a petition of 20% of the residencies of the Association, with at least one week notice prior to the meeting.
4. Notice of Meetings Primary notification will be by emails, but in certain instances paper notification will also be used.
5. Quorum The members present at any properly announced meeting shall constitute a quorum at such meeting.

ARTICLE 5 VOTING

1. All Issues shall be decided by a majority vote of members present at the meetings
2. Voting by mail
Where officers are to be elected by Members, or any changes in By-Laws are to be voted on, or any other issue whereby a count of the votes of all members may be desired, such election may be conducted by mail or by ballot distribution, as determined by the Executive Committee of the Association.

ARTICLE 6 COMMITTEES

1. Authorization to establish committees The Association may establish committees as deemed necessary to pursue its stated objectives. Members of Committees shall be appointed by the President.

ARTICLE 7 FINANCES

1. Expenditures Expenditures of funds amounting to over \$100. in any month must be approved by majority vote of the Membership present at any properly announced meeting of the Membership.
2. Financial reports Quarterly Financial Reports shall be prepared by the Treasurer and presented to Members at quarterly meetings if total amount of funds expended during that interim is over \$150. Yearly Financial Reports shall be prepared by the Treasurer and presented to Members at either year-end meeting or first meeting of year if total amount of funds expended during that year is over \$150.

ARTICLE 8 AMENDMENTS

1. These By-Laws may be amended by a two-thirds majority vote of those present at any regular meeting of the Members of the Association, provided seven days written notice of the proposed amendment and of the meeting is given.

ARTICLE 9 ACCEPTANCE OF BY-LAWS

1. Voting Acceptance of these By-Laws shall be by a two-thirds majority vote of those present at any regular meeting of the Members of the Association, provided notice has been given of the meeting at least seven days prior to the meeting.

ARTICLE 10 NON-COMPLIANCE WITH BY-LAWS

1. Non-compliance Penalties Noncompliance with the By-Laws of the Association may result in termination of membership of the offender, upon a two-thirds vote by the membership of the Association. Under no circumstances will noncompliance with any section of these By-Laws constitute the forfeiture of the rights of the Association to exist or the rights of the Association to enforce the By-Laws of the Association.



LAWDALE DR

RUFF CIR

HICKORY WOODS

BOB WHITE DR

ROBIN COVE

ROCKINGBIRD LN

CARDINAL DR

AUDUBON DR

SWALLOW LN

OXFORD SQUARE

BUCKINGHAM

ECLA WOOD PL

PHEASANT RUN

HUMMINGBIRD LN

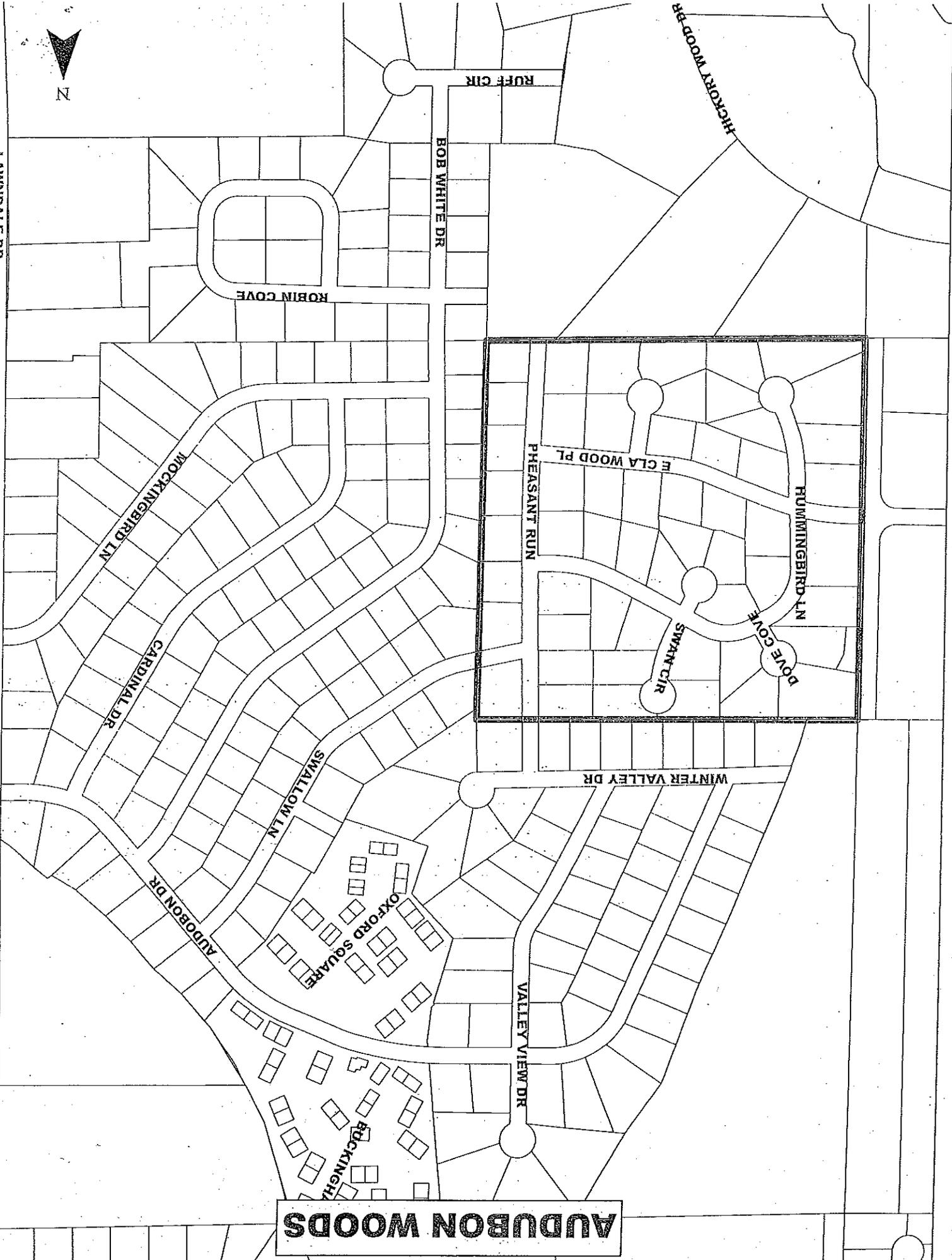
SWAN CIR

DOVE COVE

WINTER VALLEY DR

VALLEY VIEW DR

AUDUBON WOODS



7.15

AIA[®] Document G802[™] – 2007

Amendment to the Professional Services Agreement

Amendment Number: 004

TO: Jason Shelton
(Owner or Owner's Representative)

In accordance with the Agreement dated: February 6, 2012

BETWEEN the Owner:
(Name and address)
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

and the Architect:
(Name and address)
JBHM Architects, P.A.
105 Court Street
Tupelo, MS 38804

for the Project:
(Name and address)
City of Tupelo
McCullough Blvd. and Country Club Rd. Interchange Landscaping, Tupelo, MS

Authorization is requested
 to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

As follows:
See attached:

AIA B201-2007, Exhibit A
Mandatory Addendum to all City of Tupelo Contracts

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
The Architect's fee for this project shall be 7% of the cost of construction.

Time:
To be determined.

SUBMITTED BY:

AGREED TO:

(Signature)

William M. Lewis, AIA

(Printed name and title)

(Date)

(Signature)

Jason Shelton, Mayor

(Printed name and title)

(Date)



Document B201™ – 2007 Exhibit A

Initial Information

for the following PROJECT:
(Name and location or address)

City of Tupelo
McCullough Blvd. and Country Club Rd. Interchange Landscaping, Tupelo, Mississippi

THE OWNER:
(Name, legal status and address)

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

THE ARCHITECT:
(Name, legal status and address)

JBHM Architects, P.A.
105 Court Street
Tupelo, MS 38804

This Agreement is based on the following information.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

ARTICLE A.1 PROJECT INFORMATION

§ A.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

A planting plan will be developed for the area of the McCullough Blvd. and Country Club Rd. Interchange Landscaping

§ A.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ A.1.3 The Owner's budget for the Cost of the Work, as defined in Section 5.1:
(Provide total and, if known, a line item break down.)

The overall budget for the project is \$112,750.00

§ A.1.4 The Owner's other anticipated scheduling information, if any, not provided in Section 1.2:

To be determined later by mutual agreement.

ADDITIONS AND DELETIONS:

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

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

init.

§ A.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bid

§ A.1.6 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

ARTICLE A.2 PROJECT TEAM

§ A.2.1 The Owner identifies the following representative in accordance with AIA Document B102™-2007, Standard Form of Agreement Between Owner and Architect, Section 2.2:
(List name, address and other information.)

Jason Shelton

Telephone Number: 662-841-6513

Fax Number: 662-840-2075

Email Address: mayor@ci.tupelo.ms.us

§ A.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address and other information.)

§ A.2.3 The Owner will retain the following consultants and contractors:
(List discipline and, if known, identify them by name and address.)

§ A.2.4 The Architect identifies the following representative in accordance with AIA Document B102™-2007, Section 1.3:
(List name, address and other information.)

William M. Lewis, AIA
105 Court Street
Tupelo, MS 38804

§ A.2.5 The Architect will retain the consultants identified in Sections A.2.5.1 and A.2.5.2.
(List discipline and, if known, identify them by name, legal status, address and other information.)

§ A.2.5.1 Consultants retained under Basic Services:

(Paragraphs deleted)

None

§ A.2.5.2 Consultants retained under Additional Services:

None anticipated

§ A.2.6 Other Initial Information on which the Agreement is based:
(Provide other Initial Information.)

| None

Int.

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 agree to situs of jurisdiction or venue of suits being other than Lee County, Mississippi or the Northern District of Mississippi, United States District Court.
Miss. Code Anno. 11-45-25.
8. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).

9. 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).
10. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
Miss. Code Anno. 11-45-25.
11. 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).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. 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 Anno. § 25-61-9 (7).
15. 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 Anno. § 25-61-9 (1).
16. 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.

Miss. Code Anno. § 25-61-9 (6).

17. In compliance with the Mississippi Accountability and Transparency Act of 2008, 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 supersedes any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

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

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

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

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

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

Miss. Code Anno. 21-27-1

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

MS AG Ops. 2012-00013

7, 16

City of Tupelo
Major Thoroughfare Program – Phase VI
Notice of Public Hearing

PLEASE TAKE NOTICE that the governing authorities of the City of Tupelo will conduct a public hearing on **Tuesday, February 2, 2016**, at 6:00p.m. in the Council Room of the City Hall, 71 E. Troy Street, Tupelo, Mississippi, in conjunction with the regular City Council meeting, for the purpose of receiving public comment and debate on the ordinance as to the priorities on the Major Thoroughfare Program (Phase VI). Citizens are invited to attend and participate. To ensure general and fair expression to as many as possible, the City Council may limit the time for each participant. Groups are encouraged to appoint a spokesperson. Information and opinions may be submitted for consideration instead of speaking. Citizens may obtain additional information about Phase VI and the proposed priorities from the Department of Development Services on the third floor of the City Hall during normal business hours.

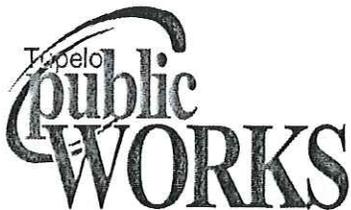
Dated January 19, 2016.

City of Tupelo, Mississippi

Mayor Jason Shelton

Publish January 22 & 29, 2016

7.17



Memo

To: Mayor Shelton and City Council
From: Chuck Williams (C)
CC: Don Lewis, Kim Hanna, Missy Shelton
Date: January 12, 2016
Re: Mill and Overlay Bid 1401PW

Bid 1401PW Milling & Overlay: Opening January 12, 2016 at 10:00 a.m.

Attendance:

Jason Rush Public Works Department
 Missy Shelton Finance Department
 Adam Wyers APAC, Mississippi

One bidder responded to our request for bids. We recommend APAC, Mississippi be awarded this bid. Overlay will be performed per budget limitations.

	APAC, Mississippi
Milling per square yard	\$2.35
Overlay per ton	\$89.00
Overall	\$1,539,750.00

MINUTE ENTRY SIGN UP SHEET

DATE 1-12-16

TIME 10:00 am

BID # 1401 PW

DEPARTMENT Public Works

PROJECT Millingt Overlay

ATTENDANCE

COMPANY

Missy Shelton COT

Jason Rust Pw

Adam WYERS APAC-MS, INC.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1401 PW
Public Works Department

TO APAC-MS INC.

ADDRESS P.O. Box 24508 JACKSON, MS 39225 DATE _____

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M January 12, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department and the successful bidder will establish a date for construction to begin. Failure to begin work 72 hours from agreed date will forfeit bid to alternate bidder.</p>				
<p>Profiling of existing asphalt pavement by cold milling up to 125,000 square yards; average depth 2" more or less;</p>				
Price per square yard.....	SY	\$2.35		
<p>Surface course for overlay up to 14,000 tons; average depth 2" more or less; Price per ton.....</p>				
	TON	\$89.00		

CITY MAY EXPECT DELIVERY BY

DATE JAN. 12, 2016
 BIDDER APAC-Mississippi Inc.
 ADDRESS P.O. Box 24508 JACKSON, MS 39225
 TELEPHONE 601-376-4900
 BY [Signature] 1-12-16



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 14D1PW
Public Works Department

TO APAC-MS, INC.

ADDRESS P.O. Box 24508 JACKSON, MS 39225

DATE 12-22-15

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M JANUARY 12, 20 16, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL	CTS.
<p>The City of Tupelo Public Works Department is accepting bids for Profiling of Existing Asphalt Pavement by Cold Milling and Surface Course for Overlay as requested on City streets.</p> <p>The vendor, directed by the City Of Tupelo inspector on site, will install driveway tie-ins or aprons. These will be marked as they are taken out and evaluated by the inspector to determine if they will be reinstalled by the vendor.</p> <p>The vendor will mill thru some intersections, or mill back on a side street as marked by the inspector. These figures have been added to the mill/overlay list on the appropriate street. All streets were measured with Numetrics Nite Star MDI.</p> <p>GENERAL BIDDER REQUIREMENTS</p> <ol style="list-style-type: none"> 1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it. 2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope. 3. The bidder shall sign and date the bid at the bottom of the form. 4. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility number and time and date to be opened. 				

CITY MAY EXPECT DELIVERY BY

DATE JAN. 12, 2016

BIDDER APAC-Mississippi, Inc.

ADDRESS P.O. Box 24508 JACKSON, MS 39225

TELEPHONE 601-376-4000

BY Robert J. Ngeen 1-12-16



CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor including, but not restricted to acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1401PW
Public Works Department

TO APAC-MS, INC.

ADDRESS P.O. Box 24508 JACKSON, MS 39225

DATE _____

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M January 12, 2016, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				

GENERAL SPECIFICATIONS

- The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
- The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
- The successful bidder must provide a performance bond for the work to be done in an amount not less than the amount of the contract.
- The successful bidder must provide a payment bond payable to the City but conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under said contract, for the use of each such person, in an amount not less than the amount of the contract.
- The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
- The successful bidder must have worker's compensation insurance coverage on all employees. Proof to be submitted with bid.
- The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

CITY MAY EXPECT DELIVERY BY

DATE JAN. 12, 2016
 BIDDER APAC-Mississippi, Inc.
 ADDRESS P.O. Box 24508 JACKSON, MS 39225
 TELEPHONE 601-378-4000
 BY [Signature] 1-12-16



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC-Mississippi, Inc.
P.O. Box 24508
Jackson, MS 39225

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
WORKERS COMPENSATION	9/1/2016		WA7-C8D-004095-025 WC7-C81-004095-015	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -025: All States except OH, ND, WA, WY -015: WI	
				EMPLOYERS LIABILITY	
				Bodily Injury by Accident \$1,000,000 Each Accident	
				Bodily Injury By Disease \$1,000,000 Policy Limit	
				Bodily Injury By Disease \$1,000,000 Each Person	
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2016		TB2-C81-004095-115 -Per Project Aggregate Included.	General Aggregate \$2,000,000	
				Products / Completed Operations Aggregate \$2,000,000	
				Each Occurrence \$2,000,000	
				Personal & Advertising Injury \$2,000,000 Per Person / Organization	
				Other Damage to Premises Rented to You: \$250,000 Other Medical Exp: \$5,000	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2016		AS2-C81-004095-125	Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
OTHER Automobile policy	9/1/2015 - 9/1/2016		AS2-C81-054502-525	Physical Damage only -\$10,000 Comp -\$10,000 Coll	

RETRO DATE

ADDITIONAL COMMENTS

Ref: City of Tupelo Mill / Overlay 2016
Certificate Holder is named as additional insured with respect to General & Automobile Liability.
Waiver of Subrogation in favor of the Certificate Holder.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate
Holder

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Stanley S. Esposito, Jr.

Stan Esposito

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387

12 Federal Street, Ste. 310

Pittsburgh

PA 15212-5706

412-231-1331

1/6/2016

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

DISPLAY IN A CONSPICUOUS LOCATION
County of Lee
STATE OF MISSISSIPPI
PRIVILEGE TAX LICENSE

Collection # 3423

ISSUED TO:

APAC MISS INC
PO BOX 1644

COUNTY LICENSE
ACCOUNT 228
Year 2016

6/11/2015

TUPELO

MS 38802

BUSINESS LOCATION:
SOUTH OF GUNTOWN
ASPHALT MANUFACTURE & RD CONST.

6/30/2016

TYPE OF BUSINESS:

SECTION	DESCRIPTION	AMOUNT
	MFG EMPLOYEES 11 AND OVER	\$80.00

THIS LICENSE PROVIDES THE ABOVE TAXPAYER THE PRIVILEGE OF CONDUCTING BUSINESS AS REQUIRED BY THE MISSISSIPPI CODE 1972,
THIS LICENSE IS NOT TRANSFERABLE AND IS VALID ONLY WITHIN THE TERRITORIAL LIMITS OF THE COUNTY OF LEE.

BY: LEROY BELK By _____ DEPUTY
TAX COLLECTOR PLMRPTL1 COUNTY OF LEE.

THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING DECLARED TO BE UNLAWFUL BY THE STATE OF MISSISSIPPI.

2.18



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

January 12, 2016

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

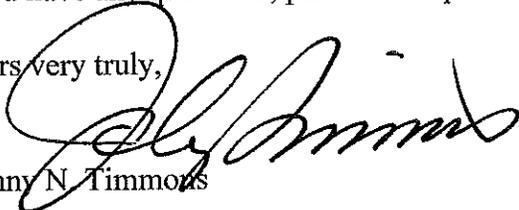
Dear Mayor Shelton and Council Members:

I recommend the following contract for award at your regular meeting on Tuesday, January 19, 2016:

Tupelo SRF FY14 Sanitary Sewer System Improvements – Area 2 North – Deer Park – The bid for this project was awarded through your meeting on November 13, 2015 to Encor LLC in the amount of \$1,857,907.00.

If you have any questions, please call upon me.

Yours very truly,


Johnny N. Timmons
Manager

Attachment

CONTRACT AGREEMENT

This Agreement, made this the 6th day of November, 2015, by and between Enscor, LLC, hereinafter called the Contractor, and the City of Tupelo, Mississippi, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1. SCOPE OF WORK

The Contractor shall furnish all equipment, materials, labor, and perform fully the construction of Sanitary Sewer System Improvements Area 2 South - Deer Park, Project No. C280 885-05 for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated June 2015 and Construction Plans entitled Sanitary Sewer System Improvements Area 2 South - Deer Park, Project No. C280 885-05, Sheets 1 through 21, dated June 2015, which are fully incorporated herein as if hereto attached or herein repeated. All defined terms shall have the same meaning herein as set forth in Article 1 of the General Conditions unless indicated herein to the contrary.

Article 2. TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 270 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$ 500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Contract Agreement
08826(0414) Page 1 of 3

Article 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of One Million, Eight Hundred and Fifty-Seven Thousand, Nine-Hundred & Seven 00/100 Dollars (\$ 1,857,907.00) being the amount of the accepted proposal for Sanitary Sewer System Improvements Area 2 South - Deer Park, Project No. C280 885-05 subject to proper additions and/or deductions at the unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5. ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6. DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may

Contract Agreement
08826(0414) Page 2 of 3

be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: City of Tupelo, Mississippi

By J. Shelton

Title Jason Shelton, Mayor

CONTRACTOR: Encor, LLC

By [Signature]

Name/Title JEFF SMITH

OWNER

7.19



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

January 12, 2016

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

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

Dear Mayor Shelton and Council Members:

The following change orders are submitted for approval at your regular meeting on Tuesday, January 19, 2016:

Tupelo SRF FY13 Water System Improvements – Area 3 – Auburn – Change Order No. 3 & Final Summary – This change order provides an adjustment amount for final quantities with a reduction/savings of \$104,694.73. This brings the final contract amount to \$659,080.47.

Tupelo SRF FY14 Water System Improvements – Area 2 North – Indian Hills – Change Order No. 3 & Final Summary – This change order provides an adjustment for final quantities with a reduction/savings of \$461,525.32. This brings the final contract amount to \$1,037,884.68.

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

Sincerely,

Johnny N. Timmons
Manager

Attachments

CHANGE ORDER

CCE NO. 3-08823

CHANGE ORDER NO.: 3 - FINAL SUMMARY

OWNER: City of Tupelo

PROJECT: SRF WATER FY13 AREA 3 - AUBURN

CONTRACTOR: Paul Smithey Construction Company, Inc.

The following changes on the project, with quantities and items involved, are recommended for the reasons stated:

ADJUSTMENT FOR FINAL QUANTITIES - SEE ATTACHED

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

Original Contract Cost \$763,775.20

Previously Approved C.O.'s Add (Deduct): \$0.00

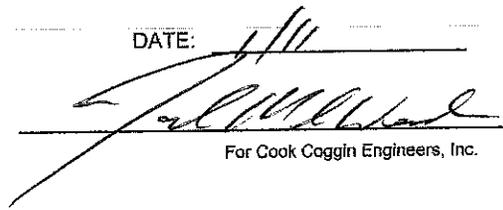
PREVIOUS CONTRACT TOTAL: \$763,775.20

Estimated Amount Added by this C.O. : \$0.00

Estimated Amount Deducted by this C.O. : (\$104,694.73)

CONTRACT TOTAL: \$659,080.47

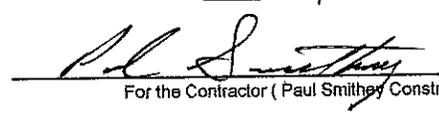
DATE: 1/11 2018


For Cook Coggin Engineers, Inc.

APPROVED: _____ 16 2018

For the Owner (City of Tupelo)

ACCEPTED: 1-6 2018


For the Contractor (Paul Smithey Construction Co., Inc.)

CHANGE ORDER NO. 3 - FINAL QUANTITY SUMMARY

SRF WATER FY13 AREA 3 - AUBURN

CCE 3-08823

OWNER: CITY OF TUPELO

CONTRACTOR: PAUL SMITHEY CONSTRUCTION COMPANY, INC.

Item No.	Item Description	Contract Quantity	Unit	Unit Price	Contract Amount	Final Construction Quantities	Summary Change Order Amount	Final Contract Amount
1	Pressure Reducing Valve, Arrangement and Appurtenances	1	LS	\$ 36,752.00	\$ 36,752.00	1	\$0.00	\$36,752.00
2	Instrumentation and Automation	1	LS	\$ 34,000.00	\$ 34,000.00	1	\$0.00	\$34,000.00
3	Electrical Work	1	LS	\$ 6,500.00	\$ 6,500.00	1.0	\$0.00	\$6,500.00
4	8" Ductile Iron Water Pipe Line, CI 350 (No Polyethylene Encasement)	9,390	LinFt	\$ 24.00	\$ 225,360.00	8850	-\$12,960.00	\$212,400.00
5	8" Ductile Iron Water Pipe Line, Restrained Joint, CI 350 (No Polyethylene Encasement)	804	LinFt	\$ 30.00	\$ 24,120.00	845	\$1,230.00	\$25,350.00
6	6" Ductile Iron Water Pipe Line, CI 350 (No Polyethylene Encasement)	1,360	LinFt	\$ 19.00	\$ 25,840.00	1,145	-\$4,085.00	\$21,755.00
7	6" Ductile Iron Water Pipe Line, Restrained Joint, CI 350 (No Polyethylene Encasement)	42	LinFt	\$ 23.00	\$ 966.00	95	\$1,219.00	\$2,185.00
8	4" PVC Water Pipe Line, CI 200	1,030	LinFt	\$ 6.70	\$ 6,901.00	820	-\$1,407.00	\$5,494.00
9	3/4" Copper Service Tubing	900	LinFt	\$ 9.50	\$ 8,550.00	1,375	\$4,512.50	\$13,062.50
10	1" Copper Service Tubing	350	LinFt	\$ 10.50	\$ 3,675.00	6	-\$3,612.00	\$63.00
11	2" Copper Service Tubing	20	LinFt	\$ 15.86	\$ 317.20	0	\$0.00	\$0.00
12	2" Polyethylene Service Tubing	510	LinFt	\$ 7.00	\$ 3,570.00	575	\$455.00	\$4,025.00
13	14" x 0.250" Bored Steel Encasement	417	LinFt	\$ 115.00	\$ 47,955.00	432	\$1,725.00	\$49,680.00
14	10" HDPE DR11 DIPS Water Pipe Line, PR 200 (includes bore)	500	LinFt	\$ 64.34	\$ 32,170.00	800	\$19,302.00	\$51,472.00
15	Bore for 8" Water Line No Encasement (Bore Only)	110	LinFt	\$ 49.00	\$ 5,390.00	87	-\$1,127.00	\$4,263.00
16	Service Bore for Copper Tubing (All Sizes)(BoreOnly)	1,000	LinFt	\$ 18.00	\$ 18,000.00	1,255	\$4,590.00	\$22,590.00
17	8" Machine Tap	1	Each	\$ 3,000.00	\$ 3,000.00	0	-\$3,000.00	\$0.00
18	Connect to Existing 8" Ductile Iron Water Pipe Line	1	Each	\$ 1,200.00	\$ 1,200.00	1	\$0.00	\$1,200.00
19	8" Gate Valve & Box	8	Each	\$ 1,389.00	\$ 11,112.00	6	-\$2,778.00	\$8,334.00
20	6" Gate Valve & Box	15	Each	\$ 1,091.00	\$ 16,365.00	15	\$0.00	\$16,365.00
21	4" Gate Valve & Box	2	Each	\$ 991.00	\$ 1,982.00	4	\$1,982.00	\$3,964.00
22	Fire Hydrant	14	Each	\$ 2,100.00	\$ 29,400.00	14	\$0.00	\$29,400.00
23	Flushing Hydrant	2	Each	\$ 1,945.00	\$ 3,890.00	2	\$0.00	\$3,890.00
24	New Metering Arrangement (3/4") (Meter furnished by Owner)	49	Each	\$ 680.00	\$ 33,320.00	25	-\$16,320.00	\$17,000.00
25	New Metering Arrangement (2") (Meter furnished by Owner)	1	Each	\$ 1,250.00	\$ 1,250.00	1	\$0.00	\$1,250.00
26	Reconnect Existing Service (3/4")	49	Each	\$ 580.00	\$ 28,420.00	0	-\$28,420.00	\$0.00
27	Reconnect Existing Service (2")	1	Each	\$ 1,050.00	\$ 1,050.00	0	-\$1,050.00	\$0.00
28	Select Borrow	1,618	CuYd	\$ 9.50	\$ 15,371.00	309.00	-\$12,435.50	\$2,935.50
29	Crushed Stone For Temporary Surface And Base	630	CuYd	\$ 38.00	\$ 23,940.00	175.00	-\$17,290.00	\$6,650.00
30	Bituminous Asphalt Resurfacing	1,755	SqYd	\$ 22.00	\$ 38,170.00	885.31	-\$18,693.18	\$19,476.82
31	Concrete Resurfacing	10	SqYd	\$ 38.00	\$ 380.00	0	-\$380.00	\$0.00
32	Crushed Stone Resurfacing	20	Ton	\$ 35.00	\$ 700.00	24	\$140.00	\$840.00
33	Rip Rap, 200 lb	20	Ton	\$ 45.00	\$ 900.00	41	\$945.00	\$1,845.00
34	DIP Fittings, Restrained Joint	3,100	Lbs	\$ 33.00	\$ 29,450.00	4,214	\$10,583.00	\$40,033.00
35	Pipeline Identification Markers	23	Each	\$ 799.00	\$ 18,577.00	23	\$0.00	\$18,577.00
36	Wattles	440	LinFt	\$ 8.50	\$ 3,740.00	80	-\$3,060.00	\$680.00
37	Seeding & Mulching	9,660	LinFt	\$ 1.50	\$ 14,490.00	9,911	\$376.65	\$14,866.65
38	Temporary Silt Fence	4,300	LinFt	\$ 5.00	\$ 21,500.00	0	-\$21,500.00	\$0.00
39	3/4" Polyethylene Service Tubing	1,000	LinFt	\$ 3.00	\$ 3,000.00	0	-\$3,000.00	\$0.00
40	1" Polyethylene Service Tubing	80	LinFt	\$ 4.00	\$ 320.00	0	-\$320.00	\$0.00

TOTAL ORIGINAL CONTRACT AMT \$763,775.20

Summary Change Order Amount (\$104,694.73)

Final Contract Amount \$659,080.47

CHANGE ORDER

CCE NO. 3-08823

CHANGE ORDER NO.: 3 - FINAL SUMMARY

OWNER: City of Tupelo

PROJECT: SRF WATER FY13 AREA 2 NORTH - INDIAN HILLS

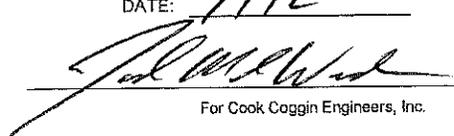
CONTRACTOR: Kajacs Contractors, Inc.

The following changes on the project, with quantities and items involved, are recommended for the reasons stated:

ADJUSTMENT FOR FINAL QUANTITIES - SEE ATTACHED

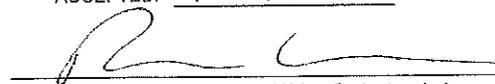
It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

Original Contract Cost	<u>\$1,499,410.00</u>
Previously Approved C.O.'s Add (Deduct):	<u>\$0.00</u>
PREVIOUS CONTRACT TOTAL:	<u>\$1,499,410.00</u>
Estimated Amount Added by this C.O. :	<u>\$0.00</u>
Estimated Amount Deducted by this C.O. :	<u>(\$461,525.32)</u>
CONTRACT TOTAL:	<u>\$1,037,884.68</u>

DATE: 1/12 2016

 For Cook Coggin Engineers, Inc.

APPROVED: _____ 2016

 For the Owner (City of Tupelo)

ACCEPTED: 1-11 2016

 For the Contractor (Kajacs Contractors, Inc.)

CHANGE ORDER NO. 3 - FINAL QUANTITY SUMMARY
 SRF WATER FY13 AREA 2 NORTH - INDIAN HILLS

CCE 3-08823

OWNER: CITY OF TUPELO
 CONTRACTOR: KAJACS CONTRACTORS, INC.

Item No.	Item Description	Contract Quantity	Unit	Unit Price	Contract Amount	Final Construction Quantities	Summary Change Order Amount	Final Contract Amount
1	8" Ductile Iron Water Pipe Line, CI 350 (No Polyethylene Encasement)	6,900	LinFt	\$ 23.00	\$ 158,700.00	6,519	(\$8,763.00)	\$149,937.00
2	8" Ductile Iron Water Pipe Line, Restrained Joint, CI 350 (No Polyethylene Encasement)	315	LinFt	\$ 28.00	\$ 8,820.00	142	(\$4,844.00)	\$3,976.00
3	6" Ductile Iron Water Pipe Line, CI 350 (No Polyethylene Encasement)	12,000	LinFt	\$ 19.00	\$ 228,000.00	11,656	(\$6,536.00)	\$221,464.00
4	6" Ductile Iron Water Pipe Line, Restrained Joint, CI 350 (No Polyethylene Encasement)	260	LinFt	\$ 23.00	\$ 5,980.00	290	\$690.00	\$6,670.00
5	4" PVC Water Pipe Line, CI 200	950	LinFt	\$ 9.00	\$ 8,550.00	994	\$396.00	\$8,946.00
6	3/4" Copper Service Tubing	5,100	LinFt	\$ 9.00	\$ 45,900.00	8,554	\$31,086.00	\$76,986.00
7	2" Copper Service Tubing	60	LinFt	\$ 18.00	\$ 1,080.00	66	\$108.00	\$1,188.00
8	3/4" Polyethylene Service Tubing	1,100	LinFt	\$ 5.00	\$ 5,500.00	334	(\$3,830.00)	\$1,670.00
9	2" Polyethylene Service Tubing	290	LinFt	\$ 7.00	\$ 2,030.00	0	(\$2,030.00)	\$0.00
10	14" x 0.250 Bored Steel Encasement	60	LinFt	\$ 140.00	\$ 8,400.00	60	\$0.00	\$8,400.00
11	10" HDPE DR11 DIPS Water Pipe Line, PR200 (includes bore)	200	LinFt	\$ 45.00	\$ 9,000.00	200	\$0.00	\$9,000.00
12	6" HDPE DR11 DIPS Water Pipe Line, PR200 (includes bore)	100	LinFt	\$ 30.00	\$ 3,000.00	120	\$600.00	\$3,600.00
13	Bore for 8" Water Line - No Encasement (Bore Only)	20	LinFt	\$ 30.00	\$ 600.00	195	\$5,250.00	\$5,850.00
14	Bore for 6" Water Line - No Encasement (Bore Only)	20	LinFt	\$ 13.00	\$ 39,000.00	327	\$9,210.00	\$9,810.00
15	Service Bore for Copper Tubing (All Sizes)(Bore Only)	3,000	LinFt	\$ 3.500.00	\$ 7,000.00	4,064	\$13,832.00	\$22,832.00
16	8" Machine Tap	2	Each	\$ 3,000.00	\$ 9,000.00	3	(\$6,000.00)	\$3,000.00
17	8" x 6" Machine Tap	1	Each	\$ 700.00	\$ 700.00	3	\$1,400.00	\$2,100.00
18	6" Cut and Cap	1	Each	\$ 900.00	\$ 900.00	1	\$0.00	\$900.00
19	Connect to Existing 8" Ductile Iron Water Pipe Line	5	Each	\$ 1,600.00	\$ 8,000.00	5	\$0.00	\$8,000.00
20	8" Gate Valve & Box	33	Each	\$ 1,200.00	\$ 39,600.00	40	\$8,400.00	\$48,000.00
21	6" Gate Valve & Box	8	Each	\$ 1,000.00	\$ 8,000.00	8	\$0.00	\$8,000.00
22	4" Gate Valve & Box	22	Each	\$ 2,500.00	\$ 55,000.00	24	\$5,000.00	\$60,000.00
23	Fire Hydrant	3	Each	\$ 2,200.00	\$ 6,600.00	3	\$0.00	\$6,600.00
24	Flushing Hydrant	74	Each	\$ 300.00	\$ 22,200.00	0	(\$22,200.00)	\$0.00
25	New Metering Arrangement (3/4") (Meter Furnished by Owner)	157	Each	\$ 300.00	\$ 47,100.00	166	\$2,700.00	\$49,800.00
26	Reconnection Existing Meter (3/4")	2	Each	\$ 800.00	\$ 1,600.00	3	\$800.00	\$2,400.00
27	Reconnection Existing Meter (2")	7,337	CUYd	\$ 14.00	\$ 102,718.00	1,788.50	(\$77,679.00)	\$25,039.00
28	Select Borrow Material	3,047	CUYd	\$ 60.00	\$ 182,820.00	599.00	(\$146,880.00)	\$35,940.00
29	Crushed Stone For Temp. Surface And Base	9,172	SqYd	\$ 36.00	\$ 330,192.00	2,313.13	(\$246,979.32)	\$83,272.68
30	Bituminous Asphalt Resurfacing	10	SqYd	\$ 200.00	\$ 2,000.00	22.40	\$2,480.00	\$4,480.00
31	Concrete Resurfacing	40	CUYd	\$ 60.00	\$ 2,400.00	14	(\$1,560.00)	\$840.00
32	Crushed Stone Resurfacing	5,100	Lbs	\$ 6.00	\$ 30,600.00	4,885	(\$1,290.00)	\$29,310.00
33	DIP Fittings, Restrained Joint	12	Each	\$ 60.00	\$ 720.00	12	\$0.00	\$720.00
34	Pipeline Identification Markers	500	LinFt	\$ 12.00	\$ 6,000.00	477	(\$276.00)	\$5,724.00
35	Wattles (20')	9,800	LinFt	\$ 3.00	\$ 29,400.00	11,310	\$4,530.00	\$33,930.00
36	Seeding & Mulching	3,100	LinFt	\$ 5.00	\$ 15,500.00	3,000	(\$500.00)	\$15,000.00
37	Temporary Silt Fence	1	LS	\$ 24,000.00	\$ 24,000.00	1	\$0.00	\$24,000.00
38	Tank Access Road (Includes Erosion Control)	1	LS	\$ 20,000.00	\$ 20,000.00	1	\$0.00	\$20,000.00
39	Instrumentation and Automation							
40								

TOTAL ORIGINAL CONTRACT AMT \$1,499,410.00

Summary Change Order Amount (\$461,525.32)

Final Contract Amount \$1,037,884.68

#8.1

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Study agenda: Text amendment TA16-01
Date: January 13, 2016

Attached is a summary of Development Code amendments approved by the Planning Committee at their January 4 meeting. These amendments include changes to control driveway access in commercial areas, to add some flexibility on landscaping requirements and sign standards, to clarify some code enforcement provisions, and to change the procedure for some zoning applications.

TEXT AMENDMENT 16-01

SUMMARY OF PROPOSED CHANGES

In Chapter 6, we are adding language to section 6.8.8 to give us commercial driveway access standards that are consistent with what MDOT uses on Gloster and McCullough Boulevard. These standards will apply to new development and are intended to keep West Barnes Crossing from having as many driveways as North Gloster. There will be no more than one driveway per 200 feet frontage, no new driveway within 125 feet of intersection. Exceptions can be made if a property would not have a driveway at all under those standards. In these cases the driveway would be right in/right out only.

In Chapter 9, we are adding flexibility to the landscaping requirements based on experience with review of commercial projects under the new code. We're allowing substitution of ornamental grasses for some shrubs, reducing the number of shrubs in certain areas, and making the tree coverage preservation section an optional method of dealing with trees on site rather than a mandatory requirement.

In Chapter 10, we are adding a definition for signs that are intended to be seen from within the property, such as menu boards and internal directory signs in a shopping center. They are allowed to be bigger than directional signs visible from off site. Also, we are increasing the allowable percentage of window area that can have signage from 10% to 30%, which is what was in the previous code. 10% was almost impossible to enforce. Last, we are making the sign area formula for signs on awnings or canopies consistent with area of wall signs, rather than having a one size fits all limit of area.

In Chapter 11 we are adding a few words to make clear that the restriction on parking in the yard of residences includes recreational vehicles like four wheelers. Also, we are adding a limitation on location of congregate living facilities within 1,500 feet of another in Mixed Use districts, or within 2,500 feet in other districts. These limits were included in the zoning chapter as part of the previous amendment, but we wanted to add them to this section to make it easier to show the standard.

Chapter 12 has the most extensive changes. First, we are basically doing away with the development review checklist as an approval requirement. In practice it was not doing what we wanted it to do. The checklist stays in as just that, a list of items we can look at and reference in making decisions about how a project is compatible with its area or how it can justify being approved in terms of the goals of the comprehensive plan. We are also adding language that clarifies that a Development Plan can be used to propose a project that involves changes to standards, like the old planned unit development concept. We change the section on site plans to be more specific about what is reviewed as a major site plan – basically, multi-family projects

and commercial projects with more than three tenant spaces. Finally, we are asking for digital submittal of commercial site plans.

Chapter 13 includes changes recommended by the Code Enforcement manager. It specifies the Code Enforcement Manager as having enforcement authority rather than the City Engineer, corrects the language on citations to follow how Municipal Court actually handles those citations, gives us authority to remove hazardous trees, and includes a stronger reference to the ability to enforce all city codes, not just the Development Code.