

**TUPELO CITY COUNCIL MEETING AGENDA**  
**TUESDAY, MAY 3, 2016**  
**6:00 P.M.**

**INVOCATION:** COUNCILMAN BUDDY PALMER  
**PLEDGE OF ALLEGIANCE:** COUNCILMAN MIKE BRYAN

**CALL TO ORDER:** PRESIDENT BUDDY PALMER

**CONFIRMATION OR AMENDMENT**  
**OF AGENDA AND AGENDA ORDER**

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

- JS 4.1 RECOGNITION OF BOY/GIRL SCOUTS
- JS 4.2 RECOGNITION OF CITY EMPLOYEES
- 4.3 PUBLIC RECOGNITIONS
- JS 4.4 INTRODUCTION OF "NEXT GENERATION  
LEADERSHIP" PROGRAM – SHELIA NABORS
- JS 4.5 PROCLAMATION IN RECOGNITION OF  
"NATIONAL PUBLIC WORKS WEEK"
- JS 4.6 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. **PUBLIC AGENDA**

5.1 **PUBLIC HEARINGS**

5.1.A LOT MOWINGS OF PROPERTIES

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR MEETING.)

6. **ACTION AGENDA**

- DL 6.1 REVIEW/APPROVE FRANCHISE AGREEMENT  
WITH COMCAST OF TUPELO, INC.

(NOTE: THIS ITEM WAS TABLED ON APRIL 5, 2016 AND APRIL 19,  
2016. COPY IS ON FILE IN COUNCIL CLERK'S OFFICE FOR REVIEW.)

SH 6.2 REVIEW/APPROVE ORDER CLOSING AND VACATING  
A PORTION OF UNDEVELOPED RIGHT-OF-WAY OFF  
BRYAN DRIVE

BL 6.3 REVIEW/APPROVE ORDER ABANDONING  
RIGHT-OF-WAY AT 932 LYNN CIRCLE

7. ROUTINE AGENDA

7.1 REVIEW/APPROVE MINUTES OF REGULAR COUNCIL  
MEETING OF TUESDAY, APRIL 19, 2016

KH 7.2 REVIEW/APPROVE/REJECT ADVERTISING AND  
PROMOTION EXPENSE

7.3 REVIEW/PAY BILLS

KH 7.4 REVIEW/APPROVE REQUISITION REQUEST #7  
(SCHNEIDER ELECTRIC)

SH 7.5 REVIEW/AWARD/REJECT BID FOR SAFE ROUTES TO  
SCHOOL – PHASE 2 – THOMAS ST. ELEMENTARY/  
HANCOCK PARK/IDA STREET AND AUTHORIZING  
MAYOR TO ENTER INTO CONTRACTS FOR PROJECT  
SUBJECT TO RATIFICATION BY COUNCIL AT A LATER  
DATE

SH 7.6 REVIEW/APPROVE AGREEMENT FOR CONSTRUCTION  
AND INSPECTION SERVICES – SHARON HILLS  
DRAINAGE IMPROVEMENTS PROJECT

BL 7.7 REVIEW/APPROVE RESOLUTION ACCEPTING  
DONATION OF REAL PROPERTY KNOWN AS FRISCO  
ALLEY

BL 7.8 REVIEW/APPROVE RESOLUTION REGARDING  
MATCHING FUNDS FOR SALVATION ARMY PROJECT

TH 7.9 REVIEW/ACCEPT MINUTES OF VARIOUS MEETINGS  
OF THE TUPELO COLISEUM COMMISSION

- CW            7.10    REVIEW/AWARD/REJECT BID FOR INFRARED PAVEMENT RESTORATION FOR TUPELO PUBLIC WORKS DEPARTMENT
  
- CW            7.11    REVIEW/AWARD/REJECT BID FOR TRUCK WITH CHASSIS AND DEBRIS DUMP BED FOR TUPELO PUBLIC WORKS DEPARTMENT
  
- JT            7.12    REVIEW/APPROVE “SERVICE PRACTICE STANDARDS” FOR TUPELO WATER AND LIGHT DEPARTMENT
  
- SH            7.13    REVIEW/APPROVE LISTING OF LOT MOWINGS OF PROPERTIES

8.    STUDY AGENDA

- SH            8.1    REVIEW/DISCUSS REQUEST FOR PERMISSION TO PLACE STRUCTURE IN ALLEY RIGHT-OF-WAY

9.    EXECUTIVE SESSION

Acquisition of Real Property

10.   ADJOURNMENT



*City of Tupelo*  
*Office of the Mayor*  
*National Public Works Week*  
**PROCLAMATION**

**WHEREAS**, public works services provided in our community are an integral part of our citizens' everyday lives; and

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as storm water, rights of way maintenance, streets, public buildings, and large debris collection; and

**WHEREAS**, the health, safety and comfort of this community greatly depends on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works official; and

**WHEREAS**, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

**NOW, THEREFORE**, I, Jason L. Shelton, Mayor of the City of Tupelo, Mississippi do here by proclaim the week of May 15, 2016 as

**National Public Works Week**

In the City of Tupelo, Mississippi and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

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Jason L. Shelton  
Mayor

**ATTEST:**

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Kim Hanna, City Clerk

**LOT MOWING FOR PUBLIC HEARING**

**MAY 3, 2016**

CASE	PARCEL -	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2	INSPECTOR NAME
17538	077Q3624500	304 HANCOCK STREET	CRISLER PROPERTIES INC.	P O BOX 1177	CLINTON, MS 39060	EDWARD KISTE
17539	077Q3623900	309 ENOCH AVENUE	GIDDENS DIARRA	309 ENOCH AVE	TUPELO, MS 38801	EDWARD KISTE
17540	101A0210300	2601 PEMBERTON AVENUE	SLAUGHTER ERIC	923 FLOYD RD	BELDEN, MS 38826	EDWARD KISTE
17543	101A0219701	901 STEWART DRIVE	LITTLE MATTHEW AND LINDSAY	901 STEWART DR	TUPELO, MS 38801	EDWARD KISTE
17545	101E0210400	LAKEPUR CIRCLE	SPRING LAKE LLC	P.O. BOX 2066	TUPELO, MS 38803-20	EDWARD KISTE
17546	101U1104200	2649 CAMELLIA COVE	MITCHELL CLARENCE EUGENE & LE	3213 GENOA DR	MURFREESBORO, TN 38857	EDWARD KISTE
17547	101U1104100	2627 CAMELLIA COVE	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	EDWARD KISTE
17548	101U1103900	2612 CAMELLIA COVE	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	EDWARD KISTE
17550	102V1000141	2034 COLUMBINE DRIVE	LONG KENNETH A & DANA D	405 NORTH CHURCH ST	TUPELO, MS 38804	EDWARD KISTE
17551	102V1000157	2158 COLUMBINE DRIVE	SPRING LAKE LLC	P.O. BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17552	102V1000156	MARIGOLD COVE	SPRING LAKE LLC	P.O. BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17553	102V1000146	MARIGOLD COVE	SPRING LAKE LLC	P.O. BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17554	102V1000147	MARIGOLD COVE	SPRING LAKE LLC	P.O. BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17555	102V1000155	MARIGOLD COVE	SPRING LAKE LLC	P.O. BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17556	102V1000138	2117 ZINNIA COVE	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	EDWARD KISTE
17557	105D1503500	MOORE	RICHARDSON MEGAN	P.O. BOX 87	RED BANKS, MS 38661	EDWARD KISTE
17558	105D1505900	404 BEASLEY DRIVE	WITHERSPOON CHARLEY J	504 NORTH THOMAS STREET	TUPELO, MS 38801	EDWARD KISTE
17560	105H1503200	3347 MEADOW DRIVE	SHIPMAN JAMES L	POST OFFICE BOX 4	CORINTH, MS 38835	EDWARD KISTE
17561	106C1308100	1808 ROLLINGWOOD DRIVE	SCHILLER NICHOLS	3199 OLD TOWN CIRCLE	TUPELO, MS 38804	EDWARD KISTE
17563	089F3008900	420 TOLBERT	HALFACRE ALMA LARTHTRIDGE	420 TOLBERT STREET	TUPELO, MS 38804	CLIFF BRINKLEY
17564	079L3200114	ASHLEY ST	WILEMON R J LLC	P.O. BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17565	079L3200151	ASHLEY ST	WILEMON R J LLC	P.O. BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17566	079L3200150	ASHLEY ST	WILEMON R J LLC	P.O. BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17567	106G1314900	3487 CRAIGMONT CIRCLE	WILEMON R J LLC	P.O. BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17568	089F3007600	760 NORTH MADISON STREET	CUNNINGHAM BEATRICE EST	3747 MINNESOTA AVE AP	WASHINGTON, DC 20007	CLIFF BRINKLEY
17569	089F3005600	536 WALKER	SANDERS SHEILA	2512 S GLOSTER	TUPELO, MS 38801	CLIFF BRINKLEY
17570	089F3005900	528 WALKER STREET	JEFFERSON SAM & ROSIE	7601 SOUTH EAST END	CHICAGO, IL 60649	CLIFF BRINKLEY
17571	078D2704600	3223 WINCHESTER CIRCLE	KHALIL HASAN & JAMILA	842 INDIAN OAKS DR	SALTILLO, MS 38866	EDWARD KISTE
17572	106G1315000	3471 CRAIGMONT CIRCLE	WILEMON R J LLC	P.O. BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17573	089F3002700	528 BARNES STREET	SPENCER WILLIAM ESTATE	3870 INNSBROOK DR	MEMPHIS, TN 38115	CLIFF BRINKLEY
17574	106G1311100	CRAIGMONT	WILEMON R J LLC	P.O. BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17576	112A0403800	520 CANAL STREET	FIVE AMIGOS LLC	301 WEST MAIN STREET	TUPELO, MS 38802	EDWARD KISTE
17577	112A0404000	526 CANAL STREET	GERSH CARLA R REVOCABLE LIVING	25121 DANABIRCH	DANA PANT, CA 92629	EDWARD KISTE

# 5, 1, A

HIGHLIGHTED PROPERTIES ARE VACANT LOTS

**LOT MOWING FOR PUBLIC HEARING**

**MAY 3, 2016**

17578	088N3308300	123 WAYSIDE	MOORE ROBERTA & BENNIE	15 SOUTH CANAL ST	TUPELO, MS 38804	EDWARD KISTE
17579	088N3308400	121 WAYSIDE	LONG BRANDON H & RONNIE T	707 COUNTY ROAD 1310	TUPELO, MS 38801	EDWARD KISTE
17580	089E3018300	811 NORTH MADISON ST	FIELDER ARTHUR Jafa JR & ROWEN	5203 GOLF VALLEY WAY	STONE MOUNTAIN, GA	CLIFF BRINKLEY
17581	089F3002900	512 BARNES STREET	RAY DOROTHY S	304 RD 47	TUPELO, MS 38801	CLIFF BRINKLEY
17582	089F3005000	517 BARNES STREET	ROBINSON ANGELA	146 12TH STREET	RICHMOND, CA 94801	CLIFF BRINKLEY
17583	089F3008400	638 NORTH CHURCH STR	JOHNSON ANTOINETTA	376 ROAD 1	TUPELO, MS 38804	CLIFF BRINKLEY
17584	089F3019400	601 NORTH SPRING STRE	JONES MARVIN	P O BOX 871	TUPELO, MS 38802	CLIFF BRINKLEY
17585	089F3021700	596 NORTH SPRING STRE	CHOU CHENG FEN	891 FAWN WAY	MARIETTA, GA 30068	CLIFF BRINKLEY
17586	089F3020100	302 EAST JACKSON STRE	LOCKRIDGE TAQUESHA	302 E JACKSON	TUPELO, MS 38804	CLIFF BRINKLEY
17587	089F3019200	NORTH SPRING STREET	HAMBY LEONA	2003 S PARK MANOR APT	TUPELO, MS 38801	CLIFF BRINKLEY
17591	077Q3615300	1527 CENTRAL	WEA INVESTMENTS LLC	POST OFFICE BOX 87	RED BANKS, MS 38661	CLIFF BRINKLEY
17592	077Q3621900	202 ENOCH AVENUE	WD PROPERTIES LLC	POST OFFICE BOX 3171	TUPELO, MS 38803	CLIFF BRINKLEY
17593	077Q3607700	211 HIGHLAND DR	RUTHERFORD RICHARD H & KATHL	1117 W JACKSON ST	TUPELO, MS 38801	CLIFF BRINKLEY
17595	077Q3616300	1501 MAIN W	PHAN TAI XUAN	3271 FORREST HILL DRIVE	BELDEN, MS 38826	CLIFF BRINKLEY
17596	077Q3616400	1503 MAIN W	PHAN TAI XUAN	3271 FORREST HILL DRIVE	BELDEN, MS 38826	CLIFF BRINKLEY
17597	113E0609600	RIDGECREST DRIVE	MONTGOMERY CHARLES W &	961 SOUTH GLOSTER STR	TUPELO, MS 38801	JEREMY SAPP
17598	077J3507400	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17600	077J3507100	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17601	077J3507200	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17602	077J3507000	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17603	077J3508100	BRIARFIELD DRIVE	THE SOUTHERN GROUP	P O BOX 3171	TUPELO, MS 38803	JEREMY SAPP
17604	077J3506900	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17605	077J3507300	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17606	077J3505900	FAIRFIELD DRIVE	TAYLOR PROPERTIES LLC	PO BOX 237	BELDEN, MS 38826	JEREMY SAPP
17610	077J3506600	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17612	089P3120000	494 SOUTH GREEN STRE	PLUMBING SERVICES INC	539 SOUTH GREEN STREET	TUPELO, MS 38804	JEREMY SAPP
17613	089P3119600	440 SOUTH GREEN STRE	COUNTRYWIDE HOME LOANS INC	7105 CORPORATE DR	PLANO, TX 75024-363	JEREMY SAPP
17614	077R3602300	1130 BRYSON DRIVE	MC FERRIN WENDI	1109 CHESTER AVE	TUPELO, MS 38804	JEREMY SAPP
17615	101U1103700	1892 COLUMBINE DRIVE	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	EDWARD KISTE
17616	077R3603500	MARIE STREET	HALE WILLIAM F	771 HALE DR	TUPELO, MS 38801	JEREMY SAPP
17617	077R3602301	1128 BRYSON DRIVE	TUTOR PONTOTOC LLC	146 DR 405	SALTILLO, MS 38866	JEREMY SAPP
17620	077F2617900	709 LAR-ELI-DO DRIVE	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	JEREMY SAPP
17621	077G2504100	906 DESOTO DRIVE	Y & T LLC	426 MAGAZINE STREET	TUPELO, MS 38804	JEREMY SAPP
17622	075R2218300	3202 FORREST HILL DRIV	MAGANA MARIO A & MARY R	1099 ELVIS PRESLEY	TUPELO, MS 38804	JEREMY SAPP

HIGHLIGHTED PROPERTIES ARE VACANT LOTS

LOT MOWING FOR PUBLIC HEARING

MAY 3, 2016

17623	075R2217900	3270 FORREST HILL DRIV	NGUYEN THIEN KHOI	3518 WOODLAND RD	BELDEN, MS 38826	JEREMY SAPP
17624	075R2202600	3452 FAIR OAKS DR	EADDY KATHY L	3452 FAIR OAKS DRIVE	BELDEN, MS 38826	JEREMY SAPP
17637	088N3304700	329 CANAL STREET	WITCHER KRIS	336 LAKE STREET	TUPELO, MS 38804	EDWARD KISTE
17640	088K3309900	1934 EAST LAKE DRIVE	SHENG DA REALTY INC	182 UNION BELLE BLVD	SALTILLO, MS 38866	JEREMY SAPP
17643	075N2105676	GEDAR GARDEN LANE	BEASLEY REAL ESTATE LLC	P.O. BOX 1220	TUPELO, MS 38802	JEREMY SAPP

HIGHLIGHTED PROPERTIES ARE VACANT LOTS

#6.2

# Memo

To: Mayor, City Council  
From: Pat Falkner  
Date: April 27, 2016  
Subject: Action Agenda item: abandonment of section of right of way

This is the order to close and vacate the section of right of way off Bryan Drive.

Attached: order  
Exhibit A, aerial map of area

**ORDER**

**AN ORDER CLOSING AND VACATING A PORTION OF UNDEVELOPED  
RIGHT OF WAY OFF BRYAN DRIVE**

**WHEREAS**, the City of Tupelo, (“CITY”) is authorized under Section 21-37-7 of the Mississippi Code Annotated (1972) to close and vacate any street, alley or portion thereof; and

**WHEREAS**, a request has been received to abandon a portion of right of way extending from Bryan Drive, described in Exhibit “A” which is attached, and

**WHEREAS**, the City Council has considered the request with the advice of various City departments and does find that the closing and vacating of this portion of right of way, as defined herein, is in the interest of public safety.

**NOW, THEREFORE, IT IS ORDERED** by the City Council of the City of Tupelo, Mississippi, that said portions of right of way, more particularly described in Exhibit “A” attached hereto, be closed and vacated. The Mayor and City Clerk are hereby authorized and directed to execute on behalf of the City of Tupelo such quitclaim deeds as are necessary to convey the vacated property to the property owner.

The foregoing order was proposed in a motion by Councilman \_\_\_\_\_, seconded by Councilman \_\_\_\_\_, and was brought to a vote as follows:

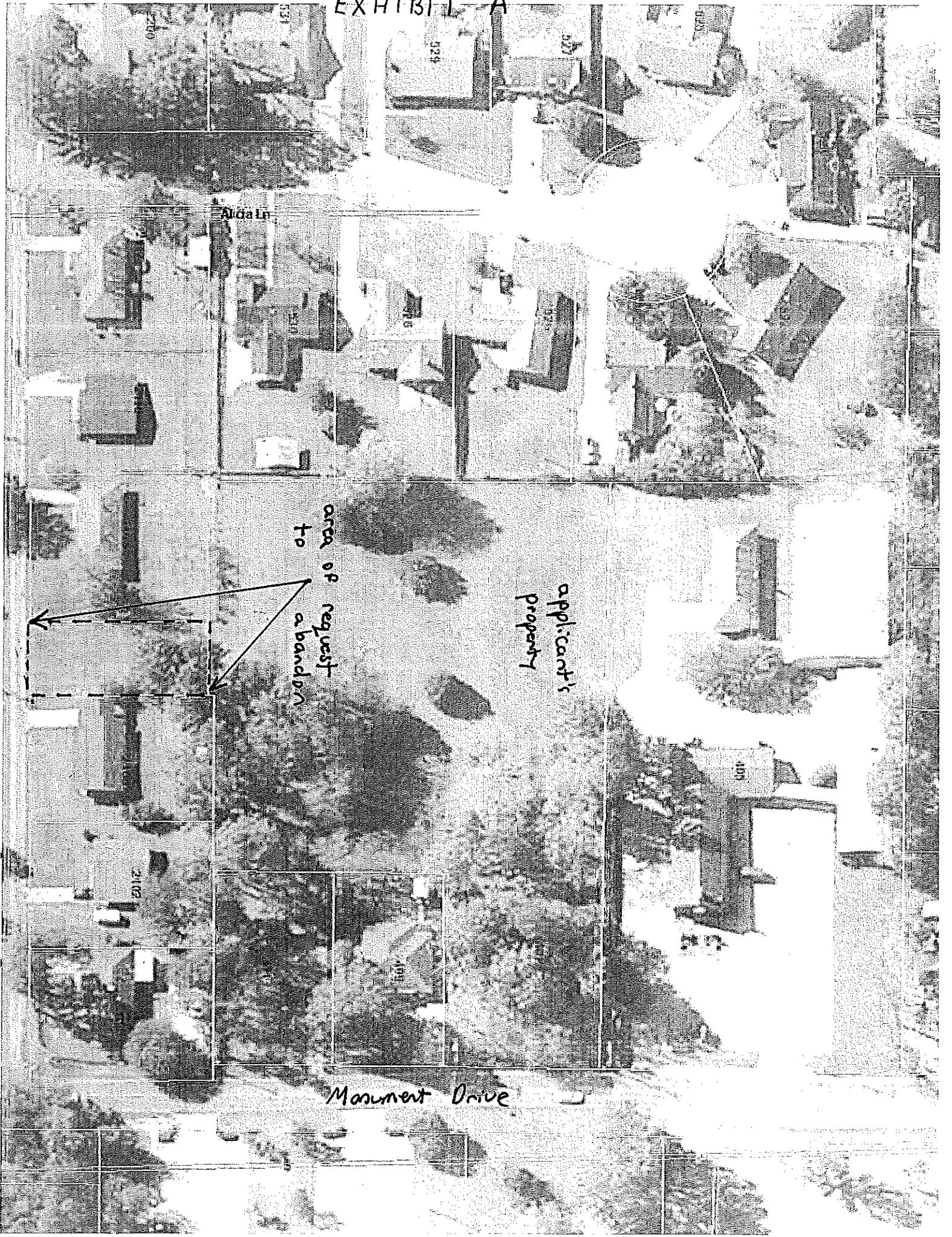
Councilman Travis Beard	_____
Councilman Lynn Bryan	_____
Councilman Mike Bryan	_____
Councilwoman Nettie Davis	_____
Councilman Willie Jennings	_____
Councilman Buddy Palmer	_____
Councilman Markel Whittington	_____

Whereupon, the Order having received a majority of affirmative votes, the President of the Council declared that the Order had passed and adopted on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF TUPELO, MISSISSIPPI**

**BY:** \_\_\_\_\_

**Buddy Palmer, President**



Alca Ln

area of request  
to abandon

applicant's  
property

Masument Drive

# 7.1

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**APRIL 19, 2016**

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, April 19, 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; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council.

The invocation was led by Tupelo Fire Chief Thomas Walker, followed by the Pledge of Allegiance led by Councilman Travis Beard, accompanied by a group of Girl Scouts.

**IN THE MATTER OF CALLING THE MEETING TO ORDER**

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

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

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

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

**IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS**

A group of Girl Scouts of Troop #20503, together with their scout leader, had been introduced earlier in the meeting by Councilman Beard. Councilwoman Davis commended Renee Triplett, local advisor with Girl Scout troops, for bringing the girls to the meeting, stating this was the second time for them to attend council meetings.

**IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES**

No city employees were present for recognition.

**IN THE MATTER OF PUBLIC RECOGNITIONS**

President Palmer recognized Commander Jeff Daniel of the Salvation Army who was present. Mayor Shelton provided additional information concerning this organization in his Mayor's Report later on in the meeting.

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
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**IN THE MATTER OF RECOGNITION OF “ALL STATE ELEMENTARY HONORS CHOIR”**

Councilman Willie Jennings proudly introduced his granddaughter Erica and her mother to those present. Erica had recently participated in the “All State Elementary Honors Choir” competition which had been held in Hattiesburg, Mississippi. Erica is a fifth-grade student at Lawndale Elementary School, and the principal and music director of the school were present as well. Out of 450 students in the State, only 175 were selected to participate in the “All State Elementary Honors Choir”. Erica was the only student from Lawndale Elementary to have been selected to participate...a real honor both for Erica and her family as well as the school. The music director commended her for her talents as a singer and a musician, often giving up other activities to devote extra practice hours in the music room.

**IN THE MATTER OF MAYOR’S REPORT**

Following are excerpts from Mayor Shelton’s report for this meeting:

... Tennessee Valley Authority has presented a check in the amount of \$103,936.73 to the City of Tupelo representing an Energy Efficiency Utility Rebate as a result of the city’s participation in the Schneider Electric Energy Services project.

... Zell Long, Director of the NE Boys and Girls Clubs, addressed the Mayor and City Council, primarily to give an update on the renovations currently underway at the Northside Boys and Girls Club in Tupelo. She said growth in numbers of young people visiting the center was amazing, increasing from approximately 45 – 50 members to 270 per day. The gym floor is currently being replaced, and basically the entire facility has undergone remodeling. Ms. Long expressed appreciation to the City for its support.

... Commander-in-Chief Jeff Daniel of The Salvation Army had earlier been introduced by President Buddy Palmer. Mayor Shelton reminded everyone of groundbreaking ceremonies for the new Salvation Army building scheduled for Monday, April 25, 2016, at 11:00 a.m. at the current headquarters building.

... Next the Mayor mentioned the many activities that had occurred during the last weekend bringing an estimated 15,000 visitors and citizens out to share in the fun and events.

...The Tupelo High School Madrigals and Vocal Jazz attended the Heritage World Strides National Competition in Williamsburg, Virginia, the past weekend. Both groups won its division, but groups together won the entire choral competition against 22 choirs from all over the country. The Mayor stated this is a wonderful accomplishment for these

**MUNICIPAL MINUTES, CITY OF TUPELO**  
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students and a great representation of Tupelo High School, the City of Tupelo, and the State of Mississippi.

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

**5. PUBLIC AGENDA**

No items on the Public Agenda.

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

**6. ACTION AGENDA**

**IN THE MATTER OF REVIEW/APPROVE FRANCHISE AGREEMENT WITH COMCAST OF TUPELO, INC.**

This matter had been tabled at the April 5, 2016, city council meeting. Upon a motion by Councilman Beard, seconded by Councilman Whittington, the council voted unanimously to leave the issue on the table.

**7. ROUTINE AGENDA**

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

Upon a motion by Councilman Jennings, seconded by Councilman L. Bryan, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, April 5, 2016.

**IN THE MATTER OF REVIEW/PAY BILLS**

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

Check Nos. 324368 through 324815 (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.

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**APRIL 19, 2016**

**IN THE MATTER OF REVIEW/APPROVE RE-APPOINTMENT TO THE  
NORTHEAST MISSISSIPPI WATER MANAGEMENT DISTRICT BOARD**

Mayor Shelton had submitted a memorandum to the City Council requesting the re-appointment of Mr. Vance Phillips to the Northeast Mississippi Water Management District Board. Upon a motion by Councilman L. Bryan and a second by Councilman Jennings, the council voted unanimously to approve the re-appointment of Mr. Phillips to another term on this Board.

**IN THE MATTER OF REVIEW/APPROVE FY 2016 BUDGET REVISION #4**

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve FY 2016 Budget Revision #4 as presented by Kim Hanna, Chief Operations Officer. A copy of this revision is attached to these minutes as **APPENDIX A.**

**IN THE MATTER OF REVIEW/APPROVE DISBURSEMENT REQUEST #6  
(SCHNEIDER ELECTRIC)**

In accordance with the terms of the Escrow and Account Control Agreement dated October 22, 2015, by and among the Lessor (Banc of America Public Capital Corporation), the City of Tupelo, Mississippi, Lessee, and Bank of America, National Association, Escrow Agent, Kim Hanna, Chief Financial Officer of the City, had submitted Disbursement Request No. 6 to the City Council for approval for payment.

Upon a motion by Councilman L. Bryan, seconded by Councilman Beard, the council voted unanimously to approve Disbursement Request No. 6, requesting the Escrow Agent, Banc of America Public Capital Corporation, to pay Invoice Number Application No. 5 in the amount of \$540,920.04 to Schneider Electric Buildings America, Inc. to cover construction contract. A copy of Disbursement Request No. 6 is attached to these minutes and incorporated herein as **APPENDIX B.**

**IN THE MATTER OF REVIEW/APPROVE REQUEST OF FUNDS #7  
(DPS FUND 3747)**

Chief Financial Officer Kim Hanna had submitted a memorandum dated April 19, 2016, to the Mayor and City Council requesting approval of payment in the amount of \$13,840.50 from the Mississippi Department of Public Safety for the purchase of two (2) smart boards for the Tupelo Police Department. Approval of this request #7 will secure this as a source of revenue for the purchase of equipment needed by that Department.

**MUNICIPAL MINUTES, CITY OF TUPELO**  
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**APRIL 19, 2016**

These funds represent court assessments sent to the State of Mississippi each month. The money that is sent by the City is held by the State for purchases of wireless communication equipment by the Tupelo Police Department and can only be released with City Council approval.

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve this request #7 for payment from DPS Fund 3747 in the amount of \$13,840.50 for purchase of this equipment by the Tupelo Police Department. A copy of the requisition form is attached to these minutes as **APPENDIX C.**

**IN THE MATTER OF REVIEW/APPROVE/REJECT ADVERTISING AND PROMOTION EXPENSE**

Upon a motion by Councilman M. Bryan and a second by Councilman Whittington, the council voted unanimously to approve a list of expenditures for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo. The list had been submitted by Kim Hanna, Chief Financial Officer, and items are included in the operating budget of the City of Tupelo. A copy of this listing is attached to these minutes as **APPENDIX D.**

**IN THE MATTER OF REVIEW/APPROVE NONDISCLOSURE AGREEMENT WITH C-SPIRE**

Upon a motion by Councilwoman Davis and a second by Councilman Beard, the council voted unanimously to approve a Nondisclosure Agreement between the City of Tupelo and C-Spire which is a requirement to re-initiate the discussions and negotiations with C-Spire in an attempt to get their services in the City of Tupelo. A copy of the Agreement is attached to these minutes and incorporated herein as **APPENDIX E.**

**IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR PURCHASE OF EQUIPMENT FOR TUPELO PARKS AND RECREATION DEPARTMENT**

Upon a motion by Councilman Beard, seconded by Councilwoman Davis, the council voted unanimously to award the following bid from Thompson Machinery as the lowest and best bid:

Caterpillar 304E2 Compact Excavator-----\$ 55,938.86

Alex Farned, Director of the Parks and Recreation Department, recommended the acceptance of this bid as the low bid of Mid-South Machinery did not meet specifications for this equipment. A copy of the bid package is attached hereto as **APPENDIX F.**

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**APRIL 19, 2016**

**IN THE MATTER OF REVIEW/APPROVE AGREEMENTS BETWEEN CITY OF TUPELO AND SPORTS COUNCIL FOR 2015/16**

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to approve the following agreements between the City of Tupelo and the Tupelo Sports Council and its member associations for the period October 1, 2015 to September 30, 2016. Copies of each are attached to these minutes and incorporated herein as **APPENDIX G:**

Friends of the Park Agreement  
Tupelo Softball Association Agreement  
Tupelo Therapeutic Recreation Association Agreement  
Veterans Council Agreement  
Tupelo Fourth of July Celebration Association Agreement  
Tupelo Youth Baseball Association Agreement  
Tupelo Youth Soccer Association Agreement  
Tupelo Disc Golf Association Agreement  
Tupelo Aquatic Club Agreement  
Northeast Mississippi Umpire Association  
Tupelo Football Association Agreement  
Tupelo Basketball Association Agreement

**IN THE MATTER OF REVIEW/APPROVE REQUEST TO SURPLUS FIXED ASSETS FOR TRADE**

Police Chief Bart Aguirre had submitted a request to the City Council to surplus for trade (1) fixed asset #3236, a 2011 Harley Davidson Road King Motorcycle FLHP VIN #1HD1FHM16BB606252, and (1) fixed asset #3237, a 2011 Harley Davidson Road King FLHP, VIN #1HD1FHM10BB606148, for trade to Natchez Trace Harley Davidson for a new 2016 Harley Davidson Electra Glide FLHTP.

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve the request for this trade from Chief Aguirre.

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

Upon a motion by Councilman Jennings and a second by Councilman M. Bryan, the council voted unanimously to accept the minutes of the Tupelo Major Thoroughfare Program meeting of March 1, 2016, a copy being attached to these minutes as **APPENDIX H.**

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**APRIL 19, 2016**

**IN THE MATTER OF REVIEW/ACCEPT/REJECT BID FOR SHARON HILLS DRAINAGE IMPROVEMENTS PROJECT**

John Crawley, City Engineer, informed the City Council by letter dated April 15, 2016, that bids were opened on April 13, 2016, for the Sharon Hills Drainage Improvements Project. Civil-Link, LLC, engineers for the project, reviewed the bids and has notified Mayor Shelton of their recommendation of award of bid to Prairie Construction, LLC, subject to the Mayor's authorization to the City Council to ratify a construction contract with that firm.

Upon a motion by Councilman Whittington and a second by Councilman M. Bryan, the council voted unanimously to award the bid for the Sharon Hills Drainage Improvements Project to Prairie Construction, LLC, subject to ratification of a construction contract by the City Council at a later date.

A copy of the bid tabulations, together with recommendation letter from Civil-Link, LLC, is attached to these minutes and incorporated herein as **APPENDIX I.**

**IN THE MATTER OF REVIEW/ACCEPT MINUTES OF TRAFFIC COMMITTEE MEETING**

Upon a motion by Councilwoman Davis and a second by Councilman Beard, the council voted unanimously to accept the minutes of the Traffic Committee meeting of March 22, 2016, a copy being attached hereto as **APPENDIX J.**

**IN THE MATTER OF REVIEW/ACCEPT MINUTES OF TUPELO CONVENTION AND VISITORS BUREAU MEETINGS**

Upon a motion by Councilman Whittington, seconded by Councilwoman Davis, the council voted unanimously to accept the minutes of the following meetings of the Tupelo Convention and Visitors Bureau:

March 1, 2016; February 1, 2016; January 11, 2016; December 7, 2015; November 1, 2015; and October 5, 2015

Copies of above minutes are attached hereto and made a part of these minutes as **APPENDIX K.**

**MUNICIPAL MINUTES, CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**APRIL 19, 2016**

**8. STUDY AGENDA**

**IN THE MATTER OF ABANDONMENT OF SECTION OF RIGHT-OF-WAY**

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

**9. EXECUTIVE SESSION**

**IN THE MATTER OF EXECUTIVE SESSION**

Councilman L. Bryan moved to close the regular meeting to determine the need for an executive session. The motion was seconded by Councilman M. Bryan and unanimously approved by a vote of the council.

Upon a motion by Councilwoman Davis, seconded by Councilman L. Bryan, the council voted unanimously to go into executive session for discussion of negotiation and sale of real property as advised by City Attorney Ben Logan.

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

**IN THE MATTER OF ADJOURNMENT**

There being no further business to come before the council, upon a motion by Councilman Beard and a second by Councilman Whittington, the council voted unanimously to adjourn the regular council meeting at 7:55 p.m.

\_\_\_\_\_  
PRESIDENT OF THE COUNCIL

ATTEST:

\_\_\_\_\_  
CLERK OF THE COUNCIL

APPROVED:

\_\_\_\_\_  
MAYOR

# 2.2

## Finance Department

**To:** Mayor & City Council  
**From:** Kim Hanna  
**Date:** May 3, 2016  
**Re:** Review/Approve/Reject Advertising and Promotion Expense

---

The following expenditures are requested to be approved for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

Gum Tree Museum-\$10,000 (for the sponsorship of the Gumtree Arts Festival)

Legend Publishing Company \$850 (Retirement Living ad)

Busy Lad \$350 (Rental of Bouncy House for Southern Heights Event)

The proposed expenditures are included in the operating budget of the City of Tupelo.

# 7.4

DISBURSEMENT REQUEST No. 7

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: May 3, 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. 6 PC14P0022	\$419,372.50	Construction Contract

- 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  
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 38801

APPLICATION NO: 6

PERIOD TO: April 29, 2016

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

PROJECT # PC14P0022

APPLICATION DATE: April 29, 2016  
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.....	\$5,306,839.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE.....	\$5,306,839.00
4. TOTAL COMPLETED AND STORED TO DATE.....	\$4,082,513.08
5. RETAINAGE:	
A. _____ 10% OF COMPLETED WORK	\$364,868.21
B. _____ 10% OF STORED MATERIAL	\$0.00
TOTAL RETAINAGE(AMT SHOULD = TOTAL COLUMN J).....	\$364,868.21
6. TOTAL EARNED LESS RETAINAGE.....	\$3,717,644.87
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$3,298,272.37
8. CURRENT PAYMENT DUE.....	\$419,372.50
9. BALANCE TO FINISH, PLUS RETAINAGE.....	\$1,589,194.13

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: [Signature] DATE: 4/28/16

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: 6  
 APPLICATION DATE: April 29, 2016  
 PERIOD TO: April 29, 2016  
 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	285,858.30	0.00	0.00	285,858.30	100.00	0.00	28,585.83
7	Installation		0.00						
8	Ballard Park	18,837.49	18,837.49	0.00	0.00	18,837.49	100.00	0.00	1,883.75
9	CC Augustus Building	2,873.18	2,873.18	0.00	0.00	2,873.18	100.00	0.00	287.32
10	City Hall	34,242.28	34,242.28	0.00	0.00	34,242.28	100.00	0.00	3,424.23
11	Eastwood Park	5,676.74	5,676.74	0.00	0.00	5,676.74	100.00	0.00	567.67
12	Firestation #1	4,946.01	4,946.01	0.00	0.00	4,946.01	100.00	0.00	494.60
13	Firestation #5	2,442.06	2,442.06	0.00	0.00	2,442.06	100.00	0.00	244.21
14	Firestation #6	3,652.11	3,652.11	0.00	0.00	3,652.11	100.00	0.00	365.21
15	Gumtree Park	1,398.67	1,398.67	0.00	0.00	1,398.67	100.00	0.00	139.87
16	Haven Acres Comm Ctr	22,271.66	22,271.66	0.00	0.00	22,271.66	100.00	0.00	2,227.17
17	Lee Acres	19,249.76	19,249.76	0.00	0.00	19,249.76	100.00	0.00	1,924.98
18	Metro Fuel Exterior	7,078.16	7,078.16	0.00	0.00	7,078.16	100.00	0.00	707.82
19	Northside Boys & Girls	8,254.40	8,254.40	0.00	0.00	8,254.40	100.00	0.00	825.44
20	PAL Bldg	20,361.07	20,361.07	0.00	0.00	20,361.07	100.00	0.00	2,036.11
21	Parks Maint on Joyner	7,491.47	7,491.47	0.00	0.00	7,491.47	100.00	0.00	749.15
22	Police Academy	11,705.17	11,705.17	0.00	0.00	11,705.17	100.00	0.00	1,170.52
23	Public Works	33,066.00	33,066.00	0.00	0.00	33,066.00	100.00	0.00	3,306.60
24	Rob Leake City Park	1,799.21	1,799.21	0.00	0.00	1,799.21	100.00	0.00	179.92
25	Rockwell Center	6,467.54	6,467.54	0.00	0.00	6,467.54	100.00	0.00	646.75
26	Theron Nichols	2,176.72	2,176.72	0.00	0.00	2,176.72	100.00	0.00	217.67
27	Veterans Park	8,153.09	8,153.09	0.00	0.00	8,153.09	100.00	0.00	815.31
28	Parks and Rec Admin	2,201.77	2,201.77	0.00	0.00	2,201.77	100.00	0.00	220.18
29	Oren Dunn Museum	3,425.00	3,425.00	0.00	0.00	3,425.00	100.00	0.00	342.50
30			0.00						
31	M and V Measurements	6,112.71	6,112.71	0.00	0.00	6,112.71	100.00	0.00	611.27
32			0.00						
33			0.00						
34	Musco Lighting		0.00						
35	Eastwood Park		0.00						
36	Electrical Engineering	5,417.78	5,417.78	0.00	0.00	5,417.78	100.00	0.00	541.78
37	Materials	504,770.93	504,770.93	0.00	0.00	504,770.93	100.00	0.00	50,477.09
38	Installation	263,780.10	263,780.10	0.00	0.00	263,780.10	100.00	0.00	26,378.01
39			0.00						
40			0.00						
SUBTOTAL		2,258,225.28	2,258,225.28	0.00	0.00	2,258,225.28	100.00	0.00	182,439.35

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 6  
 APPLICATION DATE: April 29, 2016  
 PERIOD TO: April 29, 2016  
 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	6,652.84	0.00	0.00	6,652.84	100.00	0.00	665.28
43	Materials	340,327.26	340,327.26	0.00	0.00	340,327.26	100.00	0.00	34,032.73
44	Installation	143,584.39	14,358.44	122,046.73	0.00	136,405.17	95.00	7,179.22	13,640.52
45			0.00						
46	Rob Leake City Park		0.00						
47	Electrical Engineering	4,116.86	4,116.86	0.00	0.00	4,116.86	100.00	0.00	411.69
48	Materials	59,941.41	59,941.41	0.00	0.00	59,941.41	100.00	0.00	5,994.14
49	Installation	24,701.13	24,701.13	0.00	0.00	24,701.13	100.00	0.00	2,470.11
50			0.00						
51	Theron Nichols Park		0.00						
52	Electrical Engineering	4,940.23	4,940.23	0.00	0.00	4,940.23	100.00	0.00	494.02
53	Materials	243,329.21	243,329.21	0.00	0.00	243,329.21	100.00	0.00	24,332.92
54	Installation	74,327.35	74,327.35	0.00	0.00	74,327.35	100.00	0.00	7,432.74
55			0.00						
56	Ballard Park		0.00						
57	Electrical Engineering	24,289.45	24,289.45	0.00	0.00	24,289.45	100.00	0.00	2,428.95
58	Materials	983,771.99	0.00	196,754.40	0.00	196,754.40	20.00	787,017.59	19,675.44
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	1,445.02	0.00	0.00	1,445.02	100.00	0.00	144.50
66	Labor	778.09	778.09	0.00	0.00	778.09	100.00	0.00	77.81
67	Firehouse #6 Garage		0.00						
68	Materials	1,659.09	1,659.09	0.00	0.00	1,659.09	100.00	0.00	165.91
69	Labor	893.36	893.36	0.00	0.00	893.36	100.00	0.00	89.34
70	Police League		0.00						
71	Materials	9,526.40	9,526.40	0.00	0.00	9,526.40	100.00	0.00	952.64
72	Labor	5,129.60	5,129.60	0.00	0.00	5,129.60	100.00	0.00	512.96
73	City Hall, COP 1		0.00						
74	Materials	1,926.69	1,926.69	0.00	0.00	1,926.69	100.00	0.00	192.67
75	Labor	1,037.45	1,037.45	0.00	0.00	1,037.45	100.00	0.00	103.75
76	Firehouse #5		0.00						
77	Materials	2,943.55	2,943.55	0.00	0.00	2,943.55	100.00	0.00	294.36
78	Labor	1,584.99	1,584.99	0.00	0.00	1,584.99	100.00	0.00	158.50
79			0.00						
80			0.00						
SUBTOTAL		2,295,476.23	823,908.42	318,801.13	0.00	1,142,709.55	49.78	1,152,766.68	114,270.98

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 6  
 APPLICATION DATE: April 29, 2016  
 PERIOD TO: April 29, 2016  
 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					
81	Firehouse #5 Garage		0.00						
82	Materials	1,605.57	1,605.57	0.00	0.00	1,605.57	100.00	0.00	160.56
83	Labor	864.54	864.54	0.00	0.00	864.54	100.00	0.00	86.45
84	Public Works COP 3		0.00						
85	Materials	4,538.42	4,538.42	0.00	0.00	4,538.42	100.00	0.00	453.84
86	Labor	2,443.77	2,443.77	0.00	0.00	2,443.77	100.00	0.00	244.38
87	Public Works Garage		0.00						
88	Materials	4,880.94	4,880.94	0.00	0.00	4,880.94	100.00	0.00	488.09
89	Labor	2,628.20	2,628.20	0.00	0.00	2,628.20	100.00	0.00	262.82
90	Haven Acres		0.00						
91	Materials	3,318.19	3,318.19	0.00	0.00	3,318.19	100.00	0.00	331.82
92	Labor	1,786.72	1,786.72	0.00	0.00	1,786.72	100.00	0.00	178.67
93	Northside MultiCenter		0.00						
94	Materials	10,152.59	10,152.59	0.00	0.00	10,152.59	100.00	0.00	1,015.26
95	Labor	5,466.78	5,466.78	0.00	0.00	5,466.78	100.00	0.00	546.68
96	Vet's Park Concession Stand		0.00						
97	Materials	642.23	642.23	0.00	0.00	642.23	100.00	0.00	64.22
98	Labor	345.82	345.82	0.00	0.00	345.82	100.00	0.00	34.58
99	Firehouse #1		0.00						
100	Materials	4,238.71	4,238.71	0.00	0.00	4,238.71	100.00	0.00	423.87
101	Labor	2,282.38	2,282.38	0.00	0.00	2,282.38	100.00	0.00	228.24
102	Firehouse #1 Garage		0.00						
103	Materials	3,917.60	3,917.60	0.00	0.00	3,917.60	100.00	0.00	391.76
104	Labor	2,109.48	2,109.48	0.00	0.00	2,109.48	100.00	0.00	210.95
105	Police Academy COP 3		0.00						
106	Materials	6,716.66	6,716.66	0.00	0.00	6,716.66	100.00	0.00	671.67
107	Labor	3,616.67	3,616.67	0.00	0.00	3,616.67	100.00	0.00	361.67
108	JT Nealey Center		0.00						
109	Materials	1,257.69	1,257.69	0.00	0.00	1,257.69	100.00	0.00	125.77
110	Labor	677.21	677.21	0.00	0.00	677.21	100.00	0.00	67.72
111	Eastwood Concession Stand		0.00						
112	Materials	1,204.17	1,204.17	0.00	0.00	1,204.17	100.00	0.00	120.42
113	Labor	648.40	648.40	0.00	0.00	648.40	100.00	0.00	64.84
114	Augustus Building		0.00						
115	Materials	829.56	829.56	0.00	0.00	829.56	100.00	0.00	82.96
116	Labor	446.69	446.69	0.00	0.00	446.69	100.00	0.00	44.67
117	Lee Acres Rec Center, COP 1		0.00						
118	Materials	3,837.31	3,837.31	0.00	0.00	3,837.31	100.00	0.00	383.73
119	Labor	2,066.24	2,066.24	0.00	0.00	2,066.24	100.00	0.00	206.62
120			0.00						
SUBTOTAL		72,522.54	72,522.54	0.00	0.00	72,522.54	100.00	0.00	7,252.26

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 6

APPLICATION DATE: April 29, 2016

PERIOD TO: April 29, 2016

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	5,565.99	0.00	0.00	5,565.99	100.00	0.00	556.60
123	Labor	2,997.07	2,997.07	0.00	0.00	2,997.07	100.00	0.00	299.71
124	Jim Bain Concession Stand		0.00						
125	Materials	2,504.69	2,504.69	0.00	0.00	2,504.69	100.00	0.00	250.47
126	Labor	1,348.68	1,348.68	0.00	0.00	1,348.68	100.00	0.00	134.87
127	Park & Rec Off & Mus COP 1		0.00						
128	Materials	2,194.28	2,194.28	0.00	0.00	2,194.28	100.00	0.00	219.43
129	Labor	1,181.54	1,181.54	0.00	0.00	1,181.54	100.00	0.00	118.15
130			0.00						
131			0.00						
132	Mechanical Replacement		0.00						
133	Engineering Design		0.00						
134	City Hall IT Room HVAC		0.00						
136	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	3,782.94	3,404.64	0.00	7,187.58	95.00	378.29	718.76
144			0.00						
145	City Hall		0.00						
146	Controls Design & Program	71,357.66	71,357.66	0.00	0.00	71,357.66	100.00	0.00	7,135.77
147	Controls Materials	35,678.83	35,678.83	0.00	0.00	35,678.83	100.00	0.00	3,567.88
148	Electrical Installation	84,737.22	80,500.36	4,236.86	0.00	84,737.22	100.00	0.00	8,473.72
149	Validation/Commissioning	31,218.97	21,853.28	3,121.90	0.00	24,975.18	80.00	6,243.79	2,497.52
150			0.00						
151	Public Works Maint Facilities		0.00						
152	Controls Design & Program	16,166.47	16,166.47	0.00	0.00	16,166.47	100.00	0.00	1,616.65
153	Controls Materials	8,083.24	8,083.24	0.00	0.00	8,083.24	100.00	0.00	808.32
154	Electrical Installation	19,197.68	19,197.68	0.00	0.00	19,197.68	100.00	0.00	1,919.77
155	Validation/Commissioning	7,072.83	7,072.83	0.00	0.00	7,072.83	100.00	0.00	707.28
156			0.00						
157			0.00						
158			0.00						
159			0.00						
160			0.00						
SUBTOTAL		351,654.47	279,485.54	10,763.40	0.00	290,248.94	82.54	61,405.53	29,024.90

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 6  
 APPLICATION DATE: April 29, 2016  
 PERIOD TO: April 29, 2016  
 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					
161	Haven Acres Comm Center		0.00						
162	Controls Design & Program	5,328.13	5,328.13	0.00	0.00	5,328.13	100.00	0.00	532.81
163	Controls Materials	2,664.06	2,664.06	0.00	0.00	2,664.06	100.00	0.00	266.41
164	Electrical Installation	6,327.15	0.00	6,327.15	0.00	6,327.15	100.00	0.00	632.72
165	Validation/Commissioning	2,331.05	0.00	1,748.29	0.00	1,748.29	75.00	582.76	174.83
166			0.00						
167	Northside Boys & Girls		0.00						
168	Controls Design & Program	3,911.20	3,911.20	0.00	0.00	3,911.20	100.00	0.00	391.12
169	Controls Materials	1,955.60	1,955.60	0.00	0.00	1,955.60	100.00	0.00	195.56
170	Electrical Installation	4,644.54	0.00	4,644.54	0.00	4,644.54	100.00	0.00	464.45
171	Validation/Commissioning	1,711.15	0.00	1,283.36	0.00	1,283.36	75.00	427.79	128.34
172			0.00						
173	Fire Station 1		0.00						
174	Controls Design & Program	3,747.25	3,747.25	0.00	0.00	3,747.25	100.00	0.00	374.73
175	Controls Materials	1,873.63	1,873.63	0.00	0.00	1,873.63	100.00	0.00	187.36
176	Electrical Installation	4,449.86	4,449.86	0.00	0.00	4,449.86	100.00	0.00	444.99
177	Validation/Commissioning	1,639.42	1,639.42	0.00	0.00	1,639.42	100.00	0.00	163.94
178			0.00						
179	Fire Station 5		0.00						
180	Controls Design & Program	2,336.18	2,336.18	0.00	0.00	2,336.18	100.00	0.00	233.62
181	Controls Materials	1,168.09	1,168.09	0.00	0.00	1,168.09	100.00	0.00	116.81
182	Electrical Installation	2,774.21	2,774.21	0.00	0.00	2,774.21	100.00	0.00	277.42
183	Validation/Commissioning	1,022.08	511.04	255.52	0.00	766.56	75.00	255.52	76.66
184			0.00						
185	Fire Station 6		0.00						
186	Controls Design & Program	3,483.77	3,483.77	0.00	0.00	3,483.77	100.00	0.00	348.38
187	Controls Materials	1,741.89	1,741.89	0.00	0.00	1,741.89	100.00	0.00	174.19
188	Electrical Installation	4,136.98	0.00	4,136.98	0.00	4,136.98	100.00	0.00	413.70
189	Validation/Commissioning	1,524.15	0.00	1,143.11	0.00	1,143.11	75.00	381.04	114.31
190			0.00						
191	Police Academy		0.00						
192	Controls Design & Program	8,686.02	8,686.02	0.00	0.00	8,686.02	100.00	0.00	868.60
193	Controls Materials	4,343.01	4,343.01	0.00	0.00	4,343.01	100.00	0.00	434.30
194	Electrical Installation	10,314.64	10,314.64	0.00	0.00	10,314.64	100.00	0.00	1,031.46
195	Validation/Commissioning	3,800.13	3,800.13	0.00	0.00	3,800.13	100.00	0.00	380.01
196			0.00						
197			0.00						
198			0.00						
199			0.00						
200			0.00						
SUBTOTAL		85,914.19	64,728.13	19,538.95	0.00	84,267.08	98.08	1,647.11	8,426.72

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 6  
 APPLICATION DATE: April 29, 2016  
 PERIOD TO: April 29, 2016  
 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					
201	PAL Building		0.00						
202	Controls Design & Program	11,865.33	11,865.33	0.00	0.00	11,865.33	100.00	0.00	1,186.53
203	Controls Materials	5,932.66	5,932.66	0.00	0.00	5,932.66	100.00	0.00	593.27
204	Electrical Installation	14,090.07	0.00	14,090.07	0.00	14,090.07	100.00	0.00	1,409.01
205	Validation/Commissioning	5,191.08	0.00	3,893.31	0.00	3,893.31	75.00	1,297.77	389.33
206			0.00						
207	Ballard Park Baseball		0.00						
208	Controls Design & Program	11,865.33	11,865.33	0.00	0.00	11,865.33	100.00	0.00	1,186.53
209	Controls Materials	5,932.66	5,932.66	0.00	0.00	5,932.66	100.00	0.00	593.27
210	Electrical Installation	14,090.07	0.00	14,090.07	0.00	14,090.07	100.00	0.00	1,409.01
211	Validation/Commissioning	5,191.08	0.00	3,893.31	0.00	3,893.31	75.00	1,297.77	389.33
212			0.00						
213	Ballard Park Soccer		0.00						
214	Controls Design & Program	11,865.33	11,865.33	0.00	0.00	11,865.33	100.00	0.00	1,186.53
215	Controls Materials	5,932.66	5,932.66	0.00	0.00	5,932.66	100.00	0.00	593.27
216	Electrical Installation	14,090.07	0.00	14,090.07	0.00	14,090.07	100.00	0.00	1,409.01
217	Validation/Commissioning	5,191.08	0.00	3,893.31	0.00	3,893.31	75.00	1,297.77	389.33
218			0.00						
219	Ballard Park Maint & Ops		0.00						
220	Controls Design & Program	2,400.58	2,400.58	0.00	0.00	2,400.58	100.00	0.00	240.06
221	Controls Materials	1,200.29	1,200.29	0.00	0.00	1,200.29	100.00	0.00	120.03
222	Electrical Installation	2,850.69	0.00	2,850.69	0.00	2,850.69	100.00	0.00	285.07
223	Validation/Commissioning	1,050.26	0.00	787.70	0.00	787.70	75.00	262.56	78.77
224			0.00						
225	Parks & Recs Admin		0.00						
226	Controls Design & Program	2,400.58	2,400.58	0.00	0.00	2,400.58	100.00	0.00	240.06
227	Controls Materials	1,200.29	1,200.29	0.00	0.00	1,200.29	100.00	0.00	120.03
228	Electrical Installation	2,850.69	2,565.62	285.07	0.00	2,850.69	100.00	0.00	285.07
229	Validation/Commissioning	1,050.26	735.18	52.52	0.00	787.70	75.00	262.56	78.77
230			0.00						
231	Oren Dunn Museum		0.00						
232	Controls Design & Program	2,400.58	2,400.58	0.00	0.00	2,400.58	100.00	0.00	240.06
233	Controls Materials	1,200.29	1,200.29	0.00	0.00	1,200.29	100.00	0.00	120.03
234	Electrical Installation	2,850.69	0.00	2,850.69	0.00	2,850.69	100.00	0.00	285.07
235	Validation/Commissioning	1,050.26	0.00	787.70	0.00	787.70	75.00	262.56	78.77
236			0.00						
237			0.00						
238			0.00						
239			0.00						
240			0.00						
SUBTOTAL		133,742.88	67,497.38	61,564.51	0.00	129,061.89	96.50	4,680.99	12,906.21

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 6  
 APPLICATION DATE: April 29, 2016  
 PERIOD TO: April 29, 2016  
 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	Veterans Park Concession		0.00						
242	Controls Design & Program	3,779.46	3,779.46	0.00	0.00	3,779.46	100.00	0.00	377.95
243	Controls Materials	1,889.73	1,889.73	0.00	0.00	1,889.73	100.00	0.00	188.97
244	Electrical Installation	4,488.10	0.00	4,488.10	0.00	4,488.10	100.00	0.00	448.81
245	Validation/Commissioning	1,653.51	0.00	1,240.13	0.00	1,240.13	75.00	413.38	124.01
246			0.00						
247	Veterans Park J T Neely Ctr		0.00						
248	Controls Design & Program	3,779.46	3,779.46	0.00	0.00	3,779.46	100.00	0.00	377.95
249	Controls Materials	1,889.73	1,889.73	0.00	0.00	1,889.73	100.00	0.00	188.97
250	Electrical Installation	4,488.10	0.00	4,488.10	0.00	4,488.10	100.00	0.00	448.81
251	Validation/Commissioning	1,653.51	0.00	1,240.13	0.00	1,240.13	75.00	413.38	124.01
252			0.00						
253	Eastwood Park		0.00						
254	Controls Design & Program	6,499.14	6,499.14	0.00	0.00	6,499.14	100.00	0.00	649.91
255	Controls Materials	3,249.57	3,249.57	0.00	0.00	3,249.57	100.00	0.00	324.96
256	Electrical Installation	7,717.73	0.00	7,717.73	0.00	7,717.73	100.00	0.00	771.77
257	Validation/Commissioning	2,843.37	0.00	2,132.53	0.00	2,132.53	75.00	710.84	213.25
258			0.00						
259	C. C. Augustus		0.00						
260	Controls Design & Program	3,640.69	3,640.69	0.00	0.00	3,640.69	100.00	0.00	364.07
261	Controls Materials	1,820.35	1,820.35	0.00	0.00	1,820.35	100.00	0.00	182.04
262	Electrical Installation	4,323.32	0.00	4,323.32	0.00	4,323.32	100.00	0.00	432.33
263	Validation/Commissioning	1,592.80	0.00	1,194.60	0.00	1,194.60	75.00	398.20	119.46
264			0.00						
265	Rockwell Center		0.00						
266	Controls Design & Program	5,328.13	5,328.13	0.00	0.00	5,328.13	100.00	0.00	532.81
267	Controls Materials	2,664.06	2,664.06	0.00	0.00	2,664.06	100.00	0.00	266.41
268	Electrical Installation	6,327.15	0.00	6,327.15	0.00	6,327.15	100.00	0.00	632.72
269	Validation/Commissioning	2,331.05	0.00	1,748.29	0.00	1,748.29	75.00	582.76	174.83
270			0.00						
271	Rob Leake Park		0.00						
272	Controls Design & Program	5,328.13	5,328.13	0.00	0.00	5,328.13	100.00	0.00	532.81
273	Controls Materials	2,664.06	2,664.06	0.00	0.00	2,664.06	100.00	0.00	266.41
274	Electrical Installation	6,327.15	0.00	6,327.15	0.00	6,327.15	100.00	0.00	632.72
275	Validation/Commissioning	2,331.05	0.00	1,748.29	0.00	1,748.29	75.00	582.76	174.83
276			0.00						
277			0.00						
278			0.00						
279			0.00						
280			0.00						
SUBTOTAL		88,609.35	42,532.51	42,975.52	0.00	85,508.03	96.50	3,101.32	8,550.81

Schneider Electric Buildings Americas, Inc

APPLICATION NUMBER: 6  
 APPLICATION DATE: April 29, 2016  
 PERIOD TO: April 29, 2016  
 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	4,086.85	0.00	0.00	4,086.85	100.00	0.00	408.69
243	Controls Materials	2,043.42	1,021.71	1,021.71	0.00	2,043.42	100.00	0.00	204.34
244	Electrical Installation	4,853.13	0.00	4,853.13	0.00	4,853.13	100.00	0.00	485.31
245	Validation/Commissioning	1,788.00	0.00	1,341.00	0.00	1,341.00	75.00	447.00	134.10
246			0.00						
247	AM Strange Library		0.00						
248	Controls Design & Program	2,535.25	2,535.25	0.00	0.00	2,535.25	100.00	0.00	253.53
249	Controls Materials	1,267.63	0.00	1,267.63	0.00	1,267.63	100.00	0.00	126.76
250	Electrical Installation	3,010.61	0.00	3,010.61	0.00	3,010.61	100.00	0.00	301.06
251	Validation/Commissioning	1,109.17	0.00	831.88	0.00	831.88	75.00	277.29	83.19
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	7,643.81	12,325.96	0.00	19,969.77	96.50	724.29	1,996.98
TOTAL		5,306,839.00	3,616,543.61	465,969.47	0.00	4,082,513.08	719.90	1,224,325.92	364,868.21

# 1.5

# *Memorandum*

*Department of Development Services*  
*City Engineer*

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Date: April 22, 2016

To: City Council Members

From: John Crawley, PE, CFM  
City Engineer

Subject: Safe Routes to School Phase 2  
Thomas Street Elementary / Hancock Park / Ida Street  
Bid Tabulations

Dear Members,

On Thursday, April 21, 2016 bids were opened in City Hall for the above captioned project. Attached you will find bid tabulations for the three prospective bidders. The low bidder was Simmons Erosion Control, Inc. of Lake, MS with a bid of \$420,898. The total estimate for the project was \$410,840.70. I recommend to the Council that the low bid be accepted and the project awarded to Simmons Erosion Control, Inc., **subject to concurrence by MDOT. I also request that the council give the mayor the authority to sign the contracts for the project when they should become ready.** Should you have any questions or require any further information please do not hesitate to contact me.

John



**TABULATION OF BIDS  
CONSTRUCT SIDEWALKS AND INTERSECTION IMPROVEMENTS  
TUPELO, LEE COUNTY, MISSISSIPPI  
SRSP-0430-00(020)LPA/106689-401000**

BIDS RECEIVED 10:00 AM, APRIL 21, 2016 CITY HALL, TUPELO, MS					Praire Construction, LLC P.O. Box 1325 Tupelo, MS 38802		Simmons Erosion Control, Inc. P.O. Box 206 Lake, MS 39092		JM Duncan, Inc. 780 CR 318 Falkner, MS 38629	
Ref. No.	Pay Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	201-A001	Clearing and Grubbing	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 12,500.00	\$ 12,500.00	\$ 14,000.00	\$ 14,000.00
2	202-B078	Removal of Pavement, All Types and Depths	1412	SY	8.00	11296.00	20.00	28240.00	13.50	19062.00
3	202-B038	Removal of Curb, All Types	1590	LF	8.00	12720.00	10.00	15900.00	10.00	15900.00
4	202-B041	Removal of Fence, All Types	32	LF	10.00	320.00	15.00	480.00	30.00	960.00
5	202-B076	Removal of Traffic Stripe	1930	LF	2.00	3860.00	2.60	5018.00	2.20	4246.00
6	202-B077	Removal of Trees Greater Than 6"	4	EA	2000.00	8000.00	1500.00	6000.00	300.00	1200.00
7	202-B098	Removal of Inlet & Junction Box, All Types and Sizes	7	EA	800.00	5600.00	700.00	4900.00	515.00	3605.00
8	202-B106	Removal of Pipe, All Sizes	152	LF	12.00	1824.00	8.00	1216.00	15.00	2280.00
9	203-EX018	Borrow Excavation, AH, LVM, Class B9	690	CY	12.00	8280.00	25.00	17250.00	15.00	10350.00
10	203-G004	Excess Excavation, LVM, AH	50	CY	10.00	500.00	20.00	1000.00	20.00	1000.00
11	907-216-A001	Solid Sodding	2236	SY	8.00	17888.00	4.25	9503.00	4.00	8944.00
12	219-A001	Watering	1	1000 Gal	20.00	20.00	20.00	20.00	20.00	20.00
13	907-225-A001	Grassing	1	Acres	3500.00	3500.00	2600.00	2600.00	3500.00	3500.00
14	234-A001	Temporary Silt Fence	3220	LF	4.00	12880.00	3.50	11270.00	4.00	12880.00
15	235-A001	Temporary Erosion Checks	50	Bales	8.00	400.00	9.00	450.00	12.00	600.00
16	907-237-A003	Wattles, 20"	60	LF	6.00	360.00	3.25	195.00	8.00	480.00
17	907-245-A001	Triangular Silt Dike	60	LF	20.00	1200.00	10.00	600.00	16.00	960.00
18	907-246-A501	Sandbags	60	LF	10.00	600.00	9.00	540.00	10.00	600.00
19	907-249-A001	Riprap for Erosion Control	15	Ton	50.00	750.00	80.00	1200.00	50.00	750.00
20	907-601-B003	Class "B" Structural Concrete, Minor Structures	14	CY	1500.00	21000.00	1200.00	16800.00	1800.00	25200.00
21	602-A001	Reinforcing Steel	1091	Pounds	2.00	2182.00	1.50	1636.50	1.00	1091.00
22	907-603-ALT21	15" Type A Alternate Pipe	532	LF	25.00	13300.00	17.50	9310.00	25.00	13300.00
23	907-603-ALT02	24" Type A Alternate Pipe	32	LF	40.00	1280.00	56.00	1792.00	40.00	1280.00
24	603-CB002	24" Reinforced Concrete End Section	2	EA	790.00	1580.00	1049.00	2098.00	1000.00	2000.00
25	603-CB014	15" Reinforced Concrete End Section	1	EA	770.00	770.00	1100.00	1100.00	1000.00	1000.00
26	603-CE001	22"x13" Concrete Arch Pipe, Class A III	48	LF	94.00	4512.00	72.50	3480.00	68.00	3264.00
27	604-A001	Castings	1082	Pounds	1.75	1893.50	2.50	2705.00	3.50	3787.00
28	604-B001	Gratings	1000	Pounds	1.75	1750.00	2.40	2400.00	3.50	3500.00
29	607-B009	72" Type I Chain Link Fence, Class I	312	LF	18.50	5772.00	21.00	6552.00	15.50	4836.00
30	608-B001	Concrete Sidewalk With Reinforcement	2372	SY	60.00	142320.00	40.00	94880.00	47.50	112670.00
31	609-A001	Concrete Gutter, Special Design	104	LF	35.00	3640.00	30.00	3120.00	25.00	2600.00
32	609-B003	Concrete Curb, Special Design	680	LF	25.50	17340.00	30.00	20400.00	30.00	20400.00
33	609-D006	Combination Concrete Curb and Gutter, Type 1, Modified	1447	LF	30.00	43410.00	23.00	33281.00	25.00	36175.00
34	907-611-PP003	Detectable Warning, Per Plans	104	SF	30.00	3120.00	25.00	2600.00	30.00	3120.00
35	613-D005	Adjustment of Manhole	1	EA	1000.00	1000.00	400.00	400.00	500.00	500.00
36	613-D006	Adjustment of Water Meter	15	EA	125.00	1875.00	100.00	1500.00	150.00	2250.00
37	613-D011	Adjustment of Water Valve	1	EA	200.00	200.00	100.00	100.00	150.00	150.00
38	614-B001	Concrete Driveway, With Reinforcement	454	SY	84.50	38363.00	61.50	27921.00	65.00	29510.00
39	907-618-A001	Maintenance of Traffic	1	LS	15000.00	15000.00	11500.00	11500.00	11000.00	11000.00
40	907-618-B001	Additional Construction Signs	1	SF	10.00	10.00	10.00	10.00	10.00	10.00
41	619-D3001	Remove and Rest Signs, All Sizes	10	EA	125.00	1250.00	225.00	2250.00	150.00	1500.00
42	620-A001	Mobilization	1	LS	45000.00	45000.00	36500.00	36500.00	23300.00	23300.00
43	907-626-H005	Thermoplastic Legend, White	332	SF	10.00	3320.00	13.00	4316.00	11.25	3735.00
44	907-626-C001	4" Thermoplastic Edge Stripe, Continuous White	2580	LF	2.50	6450.00	3.25	8385.00	2.80	7224.00
45	907-626-G004	Thermoplastic Detail Stripe, White	16	LF	5.00	80.00	6.50	104.00	5.75	92.00
46	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.08" thickness	27	SF	25.00	675.00	32.50	877.50	28.00	756.00
47	630-C004	Steel U-Section Posts (3 to 3.5 lb/ft)	40	LF	8.00	320.00	10.40	416.00	9.00	360.00
48	630-F013	Delineators, Surface Mounted, White	3	EA	150.00	450.00	194.00	582.00	170.00	510.00
49	907-699-A002	Roadway Construction Stakes	1	LS	5000.00	5000.00	5000.00	5000.00	5000.00	5000.00
<b>BID TOTAL</b>						<b>\$507,860.50</b>		<b>\$420,898.00</b>		<b>\$421,457.00</b>

# 2.6



April 14, 2016

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

REFERENCE: CONSTRUCTION ENGINEERING & INSPECTION SERVICES  
SHARON HILLS DRAINAGE IMPROVEMENTS  
CITY OF TUPELO, MISSISSIPPI

Dear Mayor Shelton:

Civil-Link, LLC (*hereafter "CL"*), located at 398 E. Main Street, Suite 109, Tupelo, Mississippi, 38804, is pleased to have the opportunity to submit this Letter Agreement to the City of Tupelo (*hereafter "Owner"*) in order to provide professional engineering services, including the construction engineering and inspection, for the referenced project. The project area includes the areas within the Sharon Hills subdivision and adjacent retention/detention pond areas that are included in the project drawings that were designed by CL and bids were received on April 12, 2016. The construction engineering and inspection (CE&I) services will include the management of the construction contract to ensure that the materials, labor and related work are in accordance with the contract documents. The CE&I services shall also include part-time inspection of the contractor's activities in order to assess the progress of the contractor, verify quantities installed by the contractor, review/recommend progress payments for work completed by the contractor and to represent the Owner in the initiation of the construction phase, project development and final contract closeout.

The construction contract will include the installation of new reinforced concrete pipe, inlets and associated appurtenances, as well as grading and outfall improvements at existing retention/detention locations within the project area. CL will work with the contractor as a representative of the Owner in order to provide the services as defined in Exhibit A – Scope of Services, which is attached to and made part of this Agreement.

We propose to provide these services on an hourly basis for a total fee not to exceed \$27,550. We will invoice per month based on the services provided per Exhibit B – Hourly Rate Schedule, which is

Honorable Jason Shelton  
April 14, 2016  
Page 2 of 2

attached and made part of this Agreement. All work will be performed in accordance with Exhibit C – General Terms and Conditions. Any work that is required for the completion of the project that is not defined/included within this Agreement shall be provided by CL at the written direction of Owner and shall be completed on a time and materials basis in accordance with the attached Hourly Rate Schedule.

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

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

Sincerely,  
CIVIL-LINK, LLC

Dustin D. Dabbs, PE  
Principal

Attachments: *Exhibit A – Scope of Services*  
*Exhibit B – Hourly Rate Schedule*  
*Exhibit C – General Terms and Conditions*

**ACCEPTED: CITY OF TUPELO, MISSISSIPPI**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Witnessed:** \_\_\_\_\_



## **EXHIBIT A**

### **SCOPE OF SERVICES – CE&I**

#### **Sharon Hills Drainage Improvements City of Tupelo, Mississippi**

##### **1.0 CONSTRUCTION/PROJECT MANAGEMENT**

- 1.1 Pre-Construction Conference to assess project roles, contacts, schedule, pay periods and key issues, including coordination/concurrence with the contract documents and applicable local and state requirements. In addition, coordination of storm water permitting/erosion control permitting will be included so that there is a clear plan of action in moving forward with the applicable permitting to initiate construction activities.
- 1.2 Coordination of layout information with the Contractor and/or survey sub-contractor to provide base line information for the necessary field staking to be provided by the Contractor.
- 1.3 Issuance of a Notice To Proceed to the Contractor upon his meeting the necessary project requirements to initiate construction activities.
- 1.4 Review/approval of shop drawings, materials submittals, etc. as required by the contract documents to insure that the proposed materials/services provided by the Contractor are in accordance with the technical specifications, City regulations and applicable state/federal permits and regulations.
- 1.5 Review and processing of Pay Requests submitted by the Contractor for submittal to the City for payment in accordance with the contract documents and based on the amount of work that has been completed by the Contractor in the field at the conclusion of each pay period.
- 1.6 Progress meetings with the City and Contractor to assess current field conditions, project progress and specific items that may need additional coordination to facilitate the construction activities.
- 1.7 Coordination with the City and Contractor regarding erosion control BMP installation and maintenance per the related NPDES permits and local requirements.
- 1.8 Final inspection with City and Contractor in order to identify work that has or has not been completed in compliance with the contract documents and issuance of a checklist of items to be completed prior to project closeout.
- 1.9 Coordination with the City and Contractor to complete the necessary project closeout action items for full project completion.

##### **2.0 INSPECTION**

- 2.1 Provide part-time inspection (*estimated at 8 hrs/week for 16 weeks*) as required to coordinate with the Contractor on key items during the construction activities or as directed by the City, coordination of field materials that are in compliance with approved submittals/technical specifications, assess progress for separate pay items completed by the contractor each pay period, etc.

- 2.2 Representative at field meetings with the City and/or other utility providers to coordinate issues between the Contractor and other entities as required to facilitate continued progress on construction activities.
- 2.3 Coordination with the contractor's materials/testing representatives to ensure testing of field materials is provided and completed in accordance with the contract documents/technical specifications.
- 2.4 Provide coordination between the City and Contractor re. project controls such as erosion control measures, traffic control, etc. to work with the Contractor to see that these measures are provided in accordance with the contract documents, including plans and specifications, and all applicable regulations and permits.
- 2.5 Final inspection with City and Contractor in order to identify work that has or has not been completed in compliance with the contract documents and issuance of a checklist of items to be completed prior to project closeout.
- 2.6 Work with the Contractor to oversee/maintain a field set of project drawings to note any existing or proposed conditions that may be different than the original plans in order to provide the City with a set of record drawings accurate with the improvements as completed in the field.

**EXHIBIT B**  
**CIVIL-LINK**  
**HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES**

POSITION	LABOR RATES
Executive/Principal	\$140.00
Sr. Professional Engineer / Sr. Project Manager	\$120.00
Project Engineer / Project Manager	\$100.00
Junior Engineer/Professional Intern	\$85.00
Sr. Designer / Technician *	\$85.00
Graduate Engineer	\$75.00
Engineering Designer/CADD *	\$75.00
Engineering Technician/ Inspector *	\$85.00
Sr. Administrative *	\$50.00
Administrative *	\$40.00
Field Labor *	\$40.00
GPS Survey Party *	\$115.00
Two-Member Survey Party *	\$125.00
Three-Member Survey Party *	\$135.00

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

**REIMBURSABLE EXPENSE SCHEDULE**

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

**IN-HOUSE REPRODUCTION/PRINTING**

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

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

## EXHIBIT C GENERAL TERMS AND CONDITIONS

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

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

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.
  
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.
 

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

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

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

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

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

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

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify

Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

# 1.9



# **BancorpSouth Arena**

Minutes of the Tupelo Coliseum Commission Monthly Meeting – Monday, March 21, 2016.

Tupelo Coliseum Commission members in attendance: Jason Hayden, Will Beasley, Yvette Crump, Moe Livingston and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt and Kevan Kirkpatrick.

City of Tupelo: Kim Hanna

Tupelo City Council:

Daily Journal:

**Call to Order** – Chairman Scott Reed called the Monthly Meeting of the Tupelo Coliseum to order at 3:00 PM. He thanked everyone for giving their time to the city and to this building.

Chairman Reed welcomed Yvette Crump and Jason Hayden, two new members of the Commission. He asked the new members to tell the Commission about themselves.

Yvette – Married to Marcus Crump. They have two girls. She is from Tupelo. She works at the hospital and has been there for twenty three years. She is the manager of food nutrition at the Women’s Hospital and Behavioral Health unit. She has also worked at the main unit of the hospital. She is also a Real Estate Agent part time. She uses the conference rooms here often.

Jason – Co-owner of Café 212. He is married to Amanda Hayden, who previously served on this Commission. He has been a Tupelo resident for most of his life. He loves this city.

**Approval of Minutes** – Chairman Reed asked for the approval of the previous minutes: Moe Livingston motioned to approve the previous minutes. Will Beasley seconded that motion. Chairman Reed asked for any discussion on the minutes. After not hearing any the motion was carried and the March minutes were approved.

Moe Livingston	AYE	Jason Hayden	AYE
Yvette Crump	AYE	Will Beasley	A YE
Scott Reed	AYE		

**Financial Report** – Kim Hanna, Chief Financial Officer, reported on the financials through February. Five months into this Fiscal Year we have \$651,540.40 in Operating Cash and \$552,591.58 in Settlement Cash. In Accounts Receivable we have \$130,455.50. Our Current Year Revenue Over (Under) Expense is \$135,702.41. Our Total Revenues are \$2,331,800,73.

**Director’s Report**

Director Hunt, first asked Kevan Kirkpatrick, Marketing Director, for an update. Kirkpatrick reported that the Mississippi Natural Gas Association conference has contracted to return next year. Victory Cheer has booked for the next four years.

Director Hunt shared an article from *Facilities and Event Management* magazine with the Commission. He was named a 2015 Luminary Entertainment Venue Executive by the publication.

**Travel Report** – Director Hunt reported that he attended the SEVT (Sport and Entertainment Venues of Tomorrow) conference in Columbia, South Carolina. While there he spoke to a graduate level class in venue management at the University of South Carolina, led a town hall session at the conference, and appeared on a panel discussion on LED lighting. He also met with promoters, academics, students, and other venue professionals.

**Attendance Report** – Director Hunt reported that we have had 99,967 people to come through the doors for entertainment events, 50,104 people attended events at the North Hall and 22,303 people have been to our Conference Center. Our total attendance year to date is 172,371. This is our highest six months attendance in our history. Our average attendance for this time of the year is around 155,000. The Mennonite Conference attendance is a major reason for this increased attendance.

Our Economic Impact year to date is around \$19,000,000, with the Mennonite Conference responsible for nearly \$12,000,000 of this total. Our annual economic impact goal was only \$14,000,000!

Events Year to Date – We have had 335 event year to date so far.

**Past Events -**

- **Monster Jam** – Monster Jam was here Friday, February 19<sup>th</sup> and Saturday, February 20<sup>th</sup>. This was their highest attendance and the highest grossing event in history. The Saturday night show was a sellout. They will return next year, and may add a fourth show.

- Brantley Gilbert – Brantley Gilbert was here February 27<sup>th</sup>. Numbers started out slow, but ended with an attendance of over 6,000. This was a good event for us. Their agent came down from Nashville to see the venue and the show. We expect to host him again in 2018.

***Upcoming Events -***

- Winter Jam will be here March 31<sup>st</sup>. This event is \$10.00, and you pay at the door. We are expecting an attendance of 8,000 or more.
- We will be hosting the Third Annual Black Rodeo on Saturday, April 2<sup>nd</sup>. Their numbers are down. The last two years at this time we had sold 850 tickets, this year we are at 250. This event sold out the first year and was within 800 tickets of selling out last year. We are hoping for strong walk up sales.
- Tim Tebow will be here April 12<sup>th</sup>. This is a fundraiser for Blue Mountain College.
- I Love the 90s will be April 16<sup>th</sup>.

***Old Business*** - There was no old business on the agenda.

***New Business***

**Ticketmaster Contract Extension** - Director Hunt reminded the Commission that we signed a seven year contract with Ticketmaster in 2009. This contract has a three year extension clause. He added the terms of the agreement have been slightly modified from a straight percentage deal to a flat rate per ticket deal. This will allow us to keep more convenience charge revenue. He told the Commission that he recommends extending the modified agreement for an additional three years as allowed by the current contract.

Chairman Reed told the Commission that we have a recommendation from Director Hunt to extend our contract with Ticketmaster for three years. He asked the Commission for their approval. Will Beasley motion to accept Director Hunt’s recommendation to extend our Ticketmaster contract. Moe Livingston seconded that motion. Chairman Reed asked for any discussion. After no discussion, the motion was carried and the Ticketmaster Contract Extension was approved.

Moe Livingston	AYE	Jason Hayden	AYE
Yvette Crump	AYE	Will Beasley	A YE
Scott Reed	AYE		

**Non –Concession Credit Card Processor Change** – Last month we approved changing credit card processors for our concessions point of sale system. This month we have a proposal to change our non-concessions credit card processing from BancorpSouth to Trustmark that will result in annual savings of \$6,000 or more. Commission members questioned why we would change from BancorpSouth. Director Hunt explained that our client rep with BancorpSouth passed away, and our new rep has not been as helpful. The Commission asked that we inquire if BancorpSouth would match Trustmark.

**Igloo Sole Source Approval** – We currently use four margarita machines provided by Igloo. Our agreement with Igloo states that we can only purchase Igloo frozen drink product from them in exchange for use of their machines. We would like to approve Igloo Frozen Drinks as a sole source vendor so that we can continue purchasing this product.

Chairman Reed asked the Commission for approval. Moe Livingston motioned to approved Igloo Frozen Drinks as a sole source vendor. Will Beasley seconded that motion. Chairman Reed asked for any other discussion. The motion was carried and Igloo Frozen Drinks Sole Source was approved.

Moe Livingston	AYE	Jason Hayden	AYE
Yvette Crump	AYE	Will Beasley	A YE
Scott Reed	AYE		

**Expansion Consultant Agreement** – Chairman Reed stated that for the past two years we have been exploring options to connect the conference center and the arena. We have even commissioned preliminary sketches and construction estimates on the project. However, we have yet to win approval to move forward with any expansion plans. Our current plan is a 10,000 square foot “atrium” that consists of one large room that connects the conference center with the southeast side of the arena (including the box office). This space could be utilized by conferences, receptions, banquets, and also by attendees at entertainment events in the arena. Based on input from CVB Director Neal McCoy, Director Hunt researched possible consultants that could help us move the project along. CSL was the recommended choice, as feasibility studies for convention and sports facilities is their core business. They have worked with Biloxi, Cullman and Huntsville, AL, and many other communities across the country on similar projects.

The scope of the project would be to study our current business, the overall business climate in the region, and to make recommendations on the best plan for our facility upgrades moving forward. Should the current year’s budget not be able to cover the projected \$56,000 expense of the study, we have nearly \$850,000 in our reserve fund that could be used to pay the difference. A final report will be ready in June so that we can present the findings during the 2017 budget cycle.

Chairman Reed asked for questions.

After no other questions, Chairman Reed asked for a motion to hire Conventions Sports & Leisure International to conduct a feasibility study on arena/conference center expansion. Will Beasley motioned to hire Conventions Sports & Leisure International to conduct such a study. Moe Livingston seconded that motion. The motion was carried and approved.

Moe Livingston	AYE	Jason Hayden	AYE
Yvette Crump	AYE	Will Beasley	A YE
Scott Reed	AYE		

**April Meeting Date Changed** – The Commission agreed to change April’s Commission Meeting from April 18, 2016 until Tuesday, April 26, 2016. The time will remain at 3:00 PM

Moe Livingston	AYE	Jason Hayden	AYE
Yvette Crump	AYE	Will Beasley	A YE
Scott Reed	AYE		

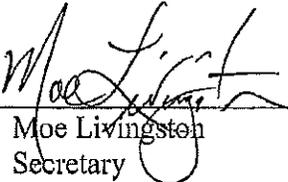
**Beverage Approval** – Chairman Reed asked for the approval of beverages for the Black Rodeo and I Love the 90s. Moe Livingston motioned to approve beverages for the Black rodeo and I Love the 90s. Will Beasley seconded that motion. The motion was carried and the sale of beverages was approved.

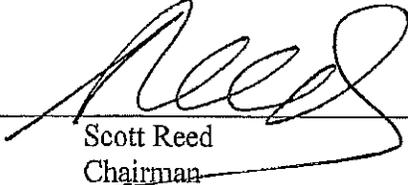
Moe Livingston	AYE	Jason Hayden	AYE
Yvette Crump	AYE	Will Beasley	A YE
Scott Reed	AYE		

**Approve Checks** – Chairman Reed asked for the approval of checks. Moe Livingston motioned to approve the checks. Will Beasley seconded that motion. Chairman Reed asked for any discussion. After no discussion, the motion was carried and the checks were approved.

Moe Livingston	AYE	Jason Hayden	AYE
Yvette Crump	AYE	Will Beasley	A YE
Scott Reed	AYE		

After no other business the meeting was adjourned.

  
\_\_\_\_\_  
Moe Livingston  
Secretary

  
\_\_\_\_\_  
Scott Reed  
Chairman



# **BancorpSouth Arena**

Minutes of the Tupelo Coliseum Commission Monthly Meeting – Monday, February 16, 2016.

Tupelo Coliseum Commission members in attendance: Neal McCoy, Amanda Hayden, Sherry Davis, Moe Livingston and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt and Kevan Kirkpatrick.

City of Tupelo:

Tupelo City Council:

Daily Journal: Derek Russell

**Call to Order** – Chairman Scott Reed called the monthly meeting of the Tupelo Coliseum Commission to order at 3:00 PM. He thanked everyone for giving their time to this building.

**Approval of Minutes** – Chairman Reed asked for the approval of the previous meeting's minutes. Moe Livingston motioned to approve the January minutes. Amanda Hayden seconded that motion. Chairman Reed asked for any discussion on the minutes. After not hearing any the motion was carried and the minutes were approved.

Sherry Davis	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Amanda Hayden	AYE
Scott Reed	AYE		

**Financial Report** – Director Hunt told the Commission that January's financial statement was not complete. Once they are ready, they will be sent by e-mail.

## **Director's Report**

Kevan Kirkpatrick, Marketing Director, reported that Victory Cheer, who was here February 6<sup>th</sup>, has booked dates for the next four years, and they are looking for a 2<sup>nd</sup> weekend date in each of those years.

**Travel Report** – Director Hunt reported that he spent two days in Dallas attending the IAVM Board of Directors meeting, and another four days in San Francisco at the annual Pollstar conference. He presented a session on “Booking Best Practices” to the Venue Coalition group, while also meeting with agents, promoters, and other venue managers during the conference. The talk of the conference was the “I Love the 90s” show, which we put on sale during the conference.

**Attendance Report** – Director Hunt reported that year to date we have had over 139,000 people to come through the doors, compared to 120,000 at this point last year. We have hosted 278 events this year versus 300 events in 2015.

#### ***Past Events -***

- WWE – We hosted WWW January 31<sup>st</sup>. Their attendance was down. They were here in September, which could have adversely affected attendance. We are holding dates for them to return in fall 2016.
- Charity Ball – Charity Ball was here February 4<sup>th</sup>. They will be back next year.
- Deep South Cheer – Kevan reported they contracted to return for the next four years. They are looking for a second date.

#### ***Upcoming Events -***

- Monster Jam – Monster Jam will be here February 19<sup>th</sup> and 20<sup>th</sup>. This event will have three shows; one show on Friday plus two shows on Saturday. These shows will be on dirt for the first time. Advance sales for this event are about 20% ahead of where it was this time last year. We are expecting solid numbers for this event.
- Brantley Gilbert – Brantley Gilbert will be here February 27<sup>th</sup>. The ticket sales for this event have been slow compared to his last appearance, but sales have picked up in the last few weeks. We expect attendance between 5,500 - 6,000. This event is set up for 6,500.
- Mississippi National Gas Association – MNGA will be moving in on Tuesday, March 16<sup>th</sup>. Their event will be March 17<sup>th</sup> and 18<sup>th</sup>.
- Victory Cheer – Victory Cheer will be here March 19<sup>th</sup>.

The Commission asked were there any updates on any new shows that may be coming. Director Hunt stated that he had nothing ready for discussion at this time.

#### ***Old Business***

**North Hall Catering Discussion** – Director Hunt reminded the Commission of the catering discussion that took place at the December meeting. At that meeting the history of our open catering policy for the North Hall was shared (it was originally intended to allow caterers who collected the 2% tax that funded the Coliseum to share in our event revenue but has evolved to allow anyone who pays \$200 to bring their own food into the facility). Hunt proposes that the catering policy for the North Hall to be modified as follows:

1. All catering must come from a vendor on our approved caterers list.

2. The following criteria must be met to become an approved caterer for our events:
  - A. A valid food service permit issued by the State of Mississippi.
  - B. A valid City of Tupelo business license.
  - C. Addresses for both permits must be within the city limits of Tupelo.
  - D. A Certificate of Liability Insurance listing the City of Tupelo and the Tupelo Coliseum Commission must be on file with our office.
  - E. Proof of Workers Compensation insurance must also be provided.
3. A fee of \$1 per person per meal shall be assessed to the Lessor if a caterer other than the Arena's in house caterer is used.

Chairman Reed asked for a motion on the new catering policy. Moe Livingston motioned to accept the new catering policy. Sherry Davis seconded that motion. Chairman Reed asked for any other discussion. After much discussion the motion was carried and the new catering policy for the north hall was approved.

Sherry Davis	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Amanda Hayden	AYE
Scott Reed	AYE		

Chairman Reed told the Commission about how we must handle donations of alcohol. The Department of Revenue has shared with us that their interpretation of state law is that all alcohol served in our facility must be purchased directly from the state. Therefore, we are no longer allowing groups to provide us with donated alcohol to serve to guests at their event.

### *New Business*

**Credit Card Processor Approval** – Director Hunt told the Commission that our new point of sale system for concessions was installed in December. While we were able to keep the same company to handle our credit card processor, we had to create a new account, requiring approval from the commission. Chairman Reed asked for a motion to approve our new account with First Data. Sherry Davis so motioned with a second from Neal McCoy. The motion was carried and the new account with First Data was approved.

Sherry Davis	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Amanda Hayden	AYE
Scott Reed	AYE		

**Surplus** – Each Commission member was given a copy of the Coliseum Surplus Item list to look over. Chairman Reed asked for the approval to surplus each item on the list. Neal McCoy motioned to approve the surplus list. Amanda Hayden seconded that motion. The motion was carried and the Coliseum Surplus Items were approved.

Sherry Davis	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Amanda Hayden	AYE
Scott Reed	AYE		

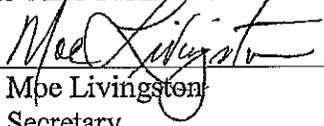
**Beverage Approval** – Chairman Reed asked for the approval of beverages for Monster Jam, Brantley Gilbert, and MS Natural Gas Association. Moe Livingston motioned to approve beverages for Monster Jam, Brantley Gilbert and MS Natural Gas. Neal McCoy seconded that motion. The motion was carried and the sale of beverages was approved.

Sherry Davis	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Amanda Hayden	AYE
Scott Reed	AYE		

**Approve Checks** – Chairman Reed asked for the approval of checks. Moe Livingston motioned to approve the checks. Neal McCoy seconded that motion. Chairman Reed asked for any discussion. After no discussion, the motion was carried and the checks were approved.

Sherry Davis	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Amanda Hayden	AYE
Scott Reed	AYE		

After no other business the meeting was adjourned.

  
\_\_\_\_\_  
Moe Livingston  
Secretary

  
\_\_\_\_\_  
Scott Reed  
Chairman

Coliseum Surplus Item list

<u>Item</u>	<u>Model #</u>	<u>City Tag</u>
Bakers Pride Pizza oven	M052E	509
Bakers Pride Pizza oven	M052E	504
Bakers Pride Pizza oven	M052E	503
Motorola Radio	AAH255DH90PSAN	06074
Motorola Radio	'''	06070
Motorola Radio	'''	06109
Motorola Radio	'''	06073
Motorola Radio	'''	13585
Ranger Metal Detector		06081
Ranger Metal Detector		06106
Ranger Metal Detector		14117
Ranger Metal Detector		14116
Ranger Metal Detector		06077
Ranger Metal Detector		06076
Search Scan Metal Detector		00051
Search Scan Metal Detector		00048
Search Scan Metal Detector		00049
Search Scan Metal Detector		00052

Caterpillar Forklift

13588

Cres-Cor warmer

H33188

00008



# **BancorpSouth Arena**

Minutes of the Tupelo Coliseum Commission Monthly Meeting – Monday, January 25, 2016.

Tupelo Coliseum Commission members in attendance: Neal McCoy, Amanda Hayden, Sherry Davis, Stephanie West, Will Beasley, Al Wallace, Moe Livingston and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt and Kevan Kirkpatrick.

City of Tupelo: Kim Hanna

Tupelo City Council: Markel Whittington

Daily Journal:

**Call to Order** – Vice-Chairman Neal McCoy called the monthly meeting of the Tupelo Coliseum Commission to order at 3:00 P.M. He thanked everyone for their service.

**Approval of Minutes** – Vice-Chair McCoy asked for the approval of the previous minutes.. Moe Livingston motioned to approve the previous minutes. Amanda Hayden seconded that motion. Vice-Chair McCoy asked for any corrections or changes in the previous minutes. After not hearing any, the motion was carried and the minutes were approved.

Will Beasley	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Stephanie West	AYE
Amanda Hayden	AYE		

**Financial Report** – Kim Hanna, Chief Financial Officer, shared the financial statement through December 31, 2015. She reported Total Assets were \$1,407,241.20, with \$890,060.23 in Operating Cash. The coliseum has \$289,850.07 in Cash Settlement. Total Revenues are up from this time last year. Salaries are in line with last year's numbers. The Fund Balance is \$846,071.21 and Current Year Revenue Over (Under) expense is \$112,242.05. The Total Fund Balance is \$958,313.99.

## **Director's Report**

**Travel Report** – Director Hunt reported since the last meeting he went to a basketball game in Oxford to see their new venue. He saw how their staff handles large crowds. He reported that he came away with a few things that we could use to improve our operation. Their variety of concessions was good. He reported that he has been talking to our Concessions Manager about upgrading our menu.

**Attendance Report** – Director Hunt reported that year to date we have had 126,000 people to come through the doors. This is only 10,000 people off from the total attendance for the entire year of 2002. Our new challenge is to hit 300,000 per year, which we feel we are on track to achieve.

### ***Past Events -***

- Public Skating – Public skating numbers are down slightly compared to last year. Just over 13,000 people skated with us this year, compared to 16,678 last year. Last year we had three additional weekends of skating than we had this year. This is first time in seven years we did not show growth in our skating numbers. This is still a great community event, enhancing the quality of life for area residents.
- MSU/LSU Hockey – We hosted MSU/LSU hockey Friday, January 8<sup>th</sup> and Saturday, January 9<sup>th</sup>. Attendance was 576 on Friday and 1,333 on Saturday..
- MSU/Ole Miss Hockey – MSU and Ole Miss played hockey on January 13<sup>th</sup> and 14<sup>th</sup>. Attendance was 822 on Wednesday and 1,294 on Thursday.
- Harlem Globetrotters – The Harlem Globetrotters were here on Saturday, January 16, 2016. Attendance was down from last year, with 2,523 present. . Our Box Office thinks this could be due to the event playing on Saturday, leading to fewer group sales..
- NE MS Championship Rodeo – Rodeo returned from a two year absence on January 22<sup>nd</sup> and 23<sup>rd</sup>. We had a new promoter, as James Harper (our rodeo promoter since 1994) opted to leave the market. This was a good event. The new promoters were pleased with the attendance. Friday night the weather was cold with a threat of ice and snow. Saturday night the weather was good. Total attendance for the weekend was 5,583. They are holding several dates to return next year.

### ***Upcoming Events -***

- WWE will be here Sunday, January 31<sup>st</sup>. We are looking for an attendance of two to three thousand.
- We will be hosting the Charity Ball on Friday February 5<sup>th</sup>.
- Cheer Competition will be here Saturday, February 6<sup>th</sup>.

### ***Old Business***

**North Hall Catering Discussion** – Director Hunt told the Commission that this North Hall catering was a work in process. One issue is to make sure the 2% tax money comes back to Tupelo. Another issue is the condition that our rooms are left in following events; in some cases it may be the decorator and not the caterer who leaves the larger mess. He stated he is looking at a damage deposit for renters. The main issue is to bring revenue back to the arena. He hopes to have a final proposal for the commission very soon.

***New Business***

**PFG Sole Source Letter** – Director Hunt told the Commission in each package was a letter from SCA. He told them when we hosted the COGIC Conference we had to change our toilet paper dispensers in the bathrooms due to the fact that we did not have enough keys for our existing dispensers. Tork Select provided us with new dispensers and keys but these dispensers are only capable of dispensing Tork Select paper products. PFG is the only vendor who can provide us with Tork Select paper products.

Chairman Reed asked for a motion on the PFG Sole Source Letter. Amanda Hayden motioned to accept the PFG Sole Source letter. Sherry Davis seconded that motion. After no other concerns or questions the motion was carried and accepted.

Will Beasley	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Stephanie West	AYE
Amanda Hayden	AYE		

**Approve/Reject Marquee Bid** – Director Hunt told the Commission that we recently opened bids for replacement of our existing electronic marquee. We received two quotes: one from Daktronics for \$183,803.00 and the other from Munn Enterprises, Inc. for \$229,233.01. Director Hunt recommended Daktronics be awarded the bid. The amount of time it would take to complete this project is from seven to ten weeks from written approval of awarding the bid.

Chairman Reed asked for a motion on the marquee bid. Al Wallace motioned to accept Daktronics bid. Neal McCoy seconded that motion. After no other discussion the motion was carried and accepted.

Will Beasley	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Stephanie West	AYE
Amanda Hayden	AYE		

**Beverage Approval** – Chairman Reed asked for the approval of beverages for NE MS Championship Rodeo, WWE and Charity Ball. Moe Livingston motioned to approve the sales of beverages for NE MS Championship Rodeo, WWE and Charity Ball. Amanda

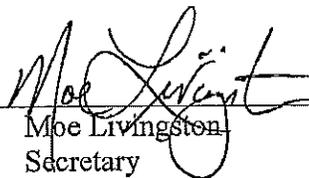
Hayden seconded that motion. The motion was carried and the sale of beverages was approved.

Will Beasley	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Stephanie West	AYE
Amanda Hayden	AYE		

**Approve Checks** – Chairman Reed asked for the approval of checks. Moe Livingston motioned to approve the checks. Sherry Davis seconded that motion. Chairman Reed asked for any discussions. After no discussion, the motion was carried and the checks were approved.

Will Beasley	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Stephanie West	AYE
Amanda Hayden	AYE		

After no other business the meeting was adjourned.

  
\_\_\_\_\_  
Moe Livingston  
Secretary

  
\_\_\_\_\_  
Scott Reed  
Chairman

# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1400CD

Dept. Coliseum

TO City of Tupelo, Miss.

ADDRESS City Hall, 71 East Troy St., Tupelo, MS 38804

DATE 12-16-15

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 Jan 21 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 Missy Shelton  
PURCHASING OFFICE

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOL.	CT.
		<p>A certified check or bank draft, payable to the order of the <i>City of Tupelo</i> negotiable U.S. Government bonds (at par value), or a satisfactory Bid Bond executed by the Bidder and an accepted Surety, in an amount equal to five percent (5%) of the total of the Bid shall be submitted with each bid.</p> <p>Any questions regarding this Bid should be directed to:</p> <p>Todd Hunt Bancorp South Arena 662-841-6573</p>				
Marquee	1	<p>Galaxy Outdoor Electronic Message Center - 19.8mm (208x340) <i>price includes installation, a two(2) sided back-lit panel, shipping to site, and a five (5) year Gold Warranty for the Galaxy Message Center</i></p>			\$183,803.00	

CITY MAY EXPECT DELIVERY BY Seven (7) weeks from order entry date

DATE 01/19/2016  
 BIDDER Daktronics  
 ADDRESS 201 Daktronics Dr., Brookings, SD 57006  
 TELEPHONE 1-800-325-8766 or (605) 692-0200  
 BY Walter Southwood

Walter Southwood



To whom it may concern:

SCA is the sole manufacturer of Tork branded products and Tork Select dispensers and products.

The Tork Select products are unique and specifically manufactured for Tork Select dispensers.

SCA will only guarantee the proper function, reliability and warranty if genuine Tork Select products are used in them.

Regards,

Travis Young

A handwritten signature in black ink, appearing to read 'Travis Young', written over a horizontal line.

Account Executive

SCA Americas

615-618-2232



# **BancorpSouth Arena**

Minutes of the Tupelo Coliseum Commission Monthly Meeting – Monday, December 21, 2015.

Tupelo Coliseum Commission members in attendance: Neal McCoy, Sherry Davis, Al Wallace, Moe Livingston, Octavius Ivy, Will Beasley and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt and Kevan Kirkpatrick.

City of Tupelo:

Tupelo City Council:

Daily Journal: Derek Russell

**Call to Order** – Chairman Scott Reed called the monthly meeting of the Tupelo Coliseum Commission to order at 3:00 P.M. He thanked everyone for coming and serving this building and this community.

**Approval of Minutes** – Chairman Reed asked for the approval of the previous minutes. Octavius Ivy motioned to approve the previous minutes. Neal McCoy seconded that motion. Chairman Reed asked for any corrections or changes in the previous minutes. After not hearing any, the motion was carried and the minutes were approved.

Will Beasley	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Octavius Ivy	AYE

**Financial Report** - Director Hunt reported that our Current Year Revenue Over (Under) Expense is \$133,083.54. Compared to this time last year we are up \$34,000. Revenues are up roughly \$500,000, with expenses also up.

**Point of Sale System** - Director Hunt told the Commission we have installed our new Point-of-Sale System for concessions. This is all tablet based. This system is running smoothly. This system is wireless, it can be moved from one location to another.

Marquee Sign - We have advertised for bids to replace our marquee. The current sign has been in use since 2003 and is in need of an upgrade. We are replacing the static ad panels with digital signage, changing to color from monochrome, and greatly upgrading our programming options. We should be able to increase our ad revenue with the new sign.

Repaving the east side parking lot – Direct Hunt told the Commission another project we are looking at this year is repaving the east side parking lot. We should have numbers to look at in the January or February meeting. Our parking lot has never been repaved. The current plan is to repave the east side in 2016 and the west side in 2017.

## **Director's Report**

*Travel Report* – Director Hunt reported since the last meeting there has not been any travel.

*Attendance Report* – Director Hunt told the Commission they would find an attendance report in their package. He reported that we have had 99,450 people attend events this year.

### *Past Events -*

- The COGIC Mennonite conference was here Tuesday, November 17<sup>th</sup> – Friday, November 20<sup>th</sup>. They moved in on Monday, November 16<sup>th</sup>. Their attendance was over 28,500 for the four day event, with over 9,000 guests representing 37 states and 11 countries. This was by far the largest conference we have ever hosted. This was a major task for our staff to pull off, but everyone came through. The group was pleased by how they were treated by our crew and by people they met in the city. This event typically takes place every ten to fifteen years; however based on their experience with us they are talking about coming back in six years.
- Ashley Christmas Party – We hosted Ashley Christmas Party Saturday, November 21<sup>st</sup>. They moved in on Friday, November 20<sup>th</sup>. Ashley's attendance was around 450.
- Public Skating – skating opened the weekend of Thanksgiving.
- MSU hockey – December 4<sup>th</sup> and 5<sup>th</sup>.
- Gaither Christmas Homecoming – We hosted the Gaither Christmas Homecoming December 10<sup>th</sup>. Their attendance was just under 4,000. This was Bill Gaither's 10<sup>th</sup> appearance in the arena.
- SremmFest – We hosted SremmFest featuring local rappers Rae Sremmurd on December 19<sup>th</sup>. There were just under, 3,000 people in attendance.
- Private Skating – We had private skating on December 20<sup>th</sup>.

**Upcoming Events -**

- o Public Skating – We will have public skating every day school is out for the holidays, except Christmas Eve, Christmas Day and New Year Day.
- o We will host MSU/LSU hockey January 8<sup>th</sup> and 9<sup>th</sup>.
- o MSU/Ole Miss will play hockey here on January 13<sup>th</sup> and 14<sup>th</sup>.
- o The Harlem Globetrotters will be here January 16<sup>th</sup>.
- o Public Skating concludes Sunday, January 17<sup>th</sup> and Monday, January 18<sup>th</sup>.
- o Other upcoming events include the Northeast Mississippi Championship Rodeo and WWE in January, Monster Jam and Brantley Gilbert in February 27, Winter Jam in March, and Tim Tebow in April. Hopefully we'll be able to announce more events soon.

**Old Business**

**North Hall catering discussion** – The North Hall catering discussion was postponed to another meeting.

**New Business**

**January/February meeting dates** – Monday January 18<sup>th</sup> and Monday, February 15<sup>th</sup> are both Federal Holidays. Chairman Reed asked for a motion to change the date of the Commission Meetings for January and February. Al Wallace motioned to change the dates to Tuesday, January 19<sup>th</sup> and Tuesday, February 16<sup>th</sup>. Sherry Davis seconded that motion. The motion was carried and approved.

Will Beasley	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Octavius Ivy	AYE

**Beverage Approval** – Chairman Reed asked for the approval of beverage for MSU/LSU hockey, MSU/Ole Miss hockey and the Harlem Globetrotters. Neal McCoy motioned to approve the sale of beverages for MSU/LSU, MSU/Ole Miss hockey and the Harlem Globetrotters. Will Beasley seconded that motion. The motion was carried and the sale of beverages was approved.

Will Beasley	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Octavius Ivy	AYE

**Approve Checks** – Chairman Reed asked for the approval of checks. Sherry Davis motioned to approve the checks. Al Wallace seconded that motion. Chairman Reed asked for discussion. After no discussion, the motion was carried and the checks were approved.

Will Beasley	AYE	Sherry Davis	AYE
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Al Wallace  
Moe Livingston

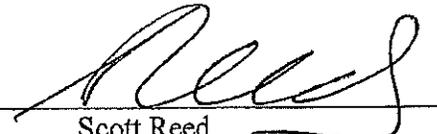
AYE  
AYE

Neal McCoy  
Octavius Ivy

AYE  
AYE

After no other business the meeting was adjourned.

  
\_\_\_\_\_  
Moe Livingston  
Secretary

  
\_\_\_\_\_  
Scott Reed  
Chairman



# **BancorpSouth Arena**

Minutes of the Tupelo Coliseum Commission Monthly Meeting – Monday, November 16, 2015.

Tupelo Coliseum Commission members in attendance: Neal McCoy, Amanda Hayden, Sherry Davis, Al Wallace, Moe Livingston, Octavius Ivy and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt, Cheryl Henning, Kevan Kirkpatrick and Courtney Holcomb.

City of Tupelo: Kim Hanna

Tupelo City Council:

Daily Journal:

**Call to Order** – Chairman Scott Reed called the monthly meeting of the Tupelo Coliseum Commission to order at 3:00 P.M. He thanked everyone for serving this building and this community.

**Approval of Minutes** – Chairman Read asked for a motion and second on the minutes. Sherry Davis made a motion to approve the previous minutes. Al Wallace seconded that motion. Chairman Reed asked for any corrections or changes in the previous minutes. After not hearing any, the motion was carried and the minutes were approved.

Amanda Hayden	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Octavius Ivy	AYE

**Financial Report** – Kim Hanna, Chief Financial Officer, reported on the financial statement through October 31, 2015. She reported that our Total Assets are \$1,366,153.49, with \$974,216.64 in our Cash-Operating Account. She reported our Fund Balance was \$846,398.28. She explained that our financial status looks good. A large Direct Show Expense for \$169,291.84 was made for the Mennonite conference catering and has not entered our cash flow yet. Much of the catering was paid for up front. You will see the revenue for the Mennonite event posted in November. This will bring our Fund Balance back up. If it was not for the expenditures for this event we would be ahead of where we were this time last year.

## **Director's Report**

Director Hunt introduced Cheryl Henning and Courtney Holcomb, the two people from our team responsible for the Mennonite conference being here, to the Commission. This conference is held every 10-15 years, with the last conference being held in Kansas. Several church members from North Mississippi decided that they would like to host the meeting locally and were able to come to terms with our sales team to bring the event here. This event is the largest conference we have ever hosted, and will also result in the largest invoice we have ever issued. Local merchants should see a significant impact from this event, with hotels as far away as Oxford, Starkville, and Columbus picking up room nights.

Cheryl told the Commission that one of the things they had to overcome dealing with the Mennonites was that they preferred to do business man to man. Courtney has been able to overcome that hurdle, earning the respect of the group.

Chairman Reed stated that they could not have gotten better compliments than were given for hosting Create in October, which was also spearheaded by Courtney.

*Travel Report* – Director Hunt reported since the last meeting he traveled to Nashville to deliver Zamboni blades for sharpening. While in Nashville he met with agents and promoters concerning upcoming events for 2016.

*Attendance Report* – Director Hunt reported that 54,474 people have attended events in the complex so far this fiscal year.

### ***Past Events -***

- Disney on Ice was here on Thursday, November 5<sup>th</sup> – Sunday November 8<sup>th</sup>. This was their second highest grossing show in the market and their third highest attendance.
- We hosted the Taste of Tupelo on November 12<sup>th</sup>. This was their largest attendance ever. This was a good event.

### ***Upcoming Events -***

- The COGIC Mennonite will be here Tuesday, November 17<sup>th</sup> – Friday, November 20<sup>th</sup>. We are expecting 8,000 in attendance on Tuesday; 9,000 in attendance on Wednesday, then back to 8,000 on Thursday. Friday will be a wrap up day with 4-5,000 on hand.
- We will host Ashley Furniture Christmas party on Saturday, November 21<sup>st</sup>.
- We will put ice back in after the Ashley.
- Public Skating will be on Saturday, November 28<sup>th</sup> and Sunday, November 29<sup>th</sup>.
- We will host MSU and Ole Miss Hockey on December 4<sup>th</sup> and 5<sup>th</sup>.
- The Gaither Christmas Homecoming will be Thursday, December 10<sup>th</sup>.
- We will host Sremm Fest on Saturday, December 19<sup>th</sup>.

**Old Business**

There was no Old Business on the agenda.

**New Business**

**North Hall Catering Discussion** -- Director Hunt told the Commission that any event that take place in the Conference Center has to use our caterer but any event that takes place in the meeting rooms is open to anyone to cater. The background of this is that when the building opened in 1993 the construction was funded on the 2% restaurant tax. The 1993 Commission felt that all local restaurants who collected this tax should be the ones allowed to provide food for events in the arena. This setup is unique within the venue industry, as most venues have either a designated caterer or a preferred caterer list which pays a rebate of 5-40% for the right to provide catering services. Our policy says anyone from our approved catering list can bring in food. To get on our catering list you only need a business license (from any city, not just Tupelo) and a food permit. We do let clients pay a \$200.00 fee if they are doing a potluck event or if a family member is providing the food. We do not get a percentage of the food sales that happen in the arena meeting rooms that are done by outside caterer. This policy creates confusion for both our staff and the general public. We also run into situations where the outside caterer does not provide labor for clearing tables and/or buffet lines, adding to our cost. He wanted to get some feedback from the Commission related to the catering issue.

One question from the Commission was if we would lose business if we implemented stricter catering guidelines. Hunt stated that several groups choose our location because other comparable sized venues in the area do not allow outside caterers within their spaces. Other commission members stated that they did not want to take away catering business from locals such as BBQ by Jim and others who do a decent amount of catering in the meeting rooms. Hunt stated that our mission is to create an economic impact for the region and to enhance the quality of life. Any events we host or policies that we enact should be done with those two principles in mind. After further discussion, Director Hunt was asked to formulate a policy to be adopted by the Commission at a future meeting.

**Beverage Approval** – Chairman Reed asked for the approval of beverages for MSU/Ole Miss hockey, Ashley party and SremmFest. Al Wallace motioned to approve the sale of beverages for MSU/Ole Miss hockey, Ashley party and SremmFest. Octavius Ivy seconded that motion. The motion was carried and the sale of beverages was approved.

Amanda Hayden	AYE	Sherry Davis	AYE
Al Wallace	AYE	Neal McCoy	AYE
Moe Livingston	AYE	Octavius Ivy	AYE

**Approve Checks** -- Chairman Reed asked for the approval of checks. Moe Livingston motioned to approve the checks. Al Wallace seconded that motion. Chairman Reed asked

for discussion. After no discussion, the motion was carried and the checks were approved.

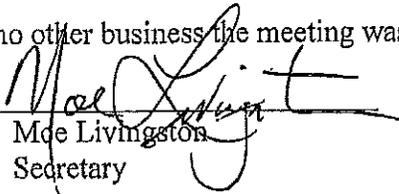
Amanda Hayden  
Al Wallace  
Moe Livingston

AYE  
AYE  
AYE

Sherry Davis  
Neal McCoy  
Octavius Ivy

AYE  
AYE  
AYE

After no other business the meeting was adjourned

  
Moe Livingston  
Secretary

  
Scott Reed  
Chairman



# **BancorpSouth Arena**

Minutes of the Tupelo Coliseum Commission Monthly Meeting – Monday, October 26, 2015.

Tupelo Coliseum Commission members in attendance: Amanda Hayden, Sherry Davis, Will Beasley, Al Wallace, Moe Livingston, and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt, Kevan Kirkpatrick and Craig Russell.

City of Tupelo: Kim Hanna

Tupelo City Council:

Daily Journal:

**Call to Order** – Chairman Scott Reed was in route and asked that the meeting not be delayed. Moe Livingston, Secretary, called the Monthly Meeting of the Tupelo Coliseum Commission to order on Monday, October 26, 2015. The time was 3:00 P.M. He thanked everyone for serving this venue and this community.

**Approval of Minutes** – Secretary Livingston asked for the approval of the previous minutes. Al Wallace motioned to approve the previous minutes. Amanda Hayden seconded that motion. The motion was carried and the September minutes were approved.

Amanda Hayden	AYE	Sherry Davis	AYE
Al Wallace	AYE	Will Beasley	AYE
Moe Livingston	AYE		

**Financial Report** – Kim Hanna, Chief Financial Officer, reported on the financials through September 30, 2015. She reported that we have Total Assets of \$1,736,771.00, with \$1,075,532.19 in our Operating Account. She reported that we do not expect any more revenues nor expenditures for this fiscal year. She reported we have \$250,000.00 in Deferred Revenue; this is next year's revenue for naming rights. Our Current Year Revenue Over (Under) Expense is \$74,090.79. Our Total Fund Balance is \$844,997.38. She reported that our Revenues are well in budget. Hanna added that the Coliseum has been well managed.

### **Director's Report**

**Employee Recognition** – Director Hunt told the Commission that in the previous City Council meeting William C. Russell (Craig), was recognized for twenty years of service. Director Hunt presented Craig with his 20 Year Anniversary Certificate. He and the Commission thanked Craig for 20 years of service.

**Travel Report** – Director Hunt reported that he attended the Venue Management School Board of Regents mid-year meeting. At the meeting he was able to interact with venue managers from major facilities in New York, Toronto, Tampa, and others.

**Attendance Report** – Director Hunt reported that we have had 22,795 people to attend events this month. The last fiscal year we had 292,501 people to come through the doors. That was our second highest attendance year ever. We had 678 events days the last fiscal year, which set a new record and was a 9% increase from the year before. For comparison, our average number of event days is 267.

**Economic Impact Report** – Director Hunt reported that our Economic Impact for this fiscal year was \$15,252,500. We hosted 25 statewide, regional, national or international conferences. There were only 22 calendar days that we did not have an event in one of our building.

### **Past Events**

- Create Career Fair – We hosted the Create Career Fair on Tuesday, October 6<sup>th</sup> and Wednesday, October 7<sup>th</sup>. This was an outstanding event. The children that came had a good time. Create is meeting tomorrow to talk about next year's event. They are hoping this becomes an annual event.
- Miranda Lambert was here on October 9<sup>th</sup>. The attendance for this show was just under 7,000.
- The Newsboys were here Thursday, October 24<sup>th</sup>. There were 1,777 people at this event.
- The Rickey Smiley Block Party was rescheduled for January 29, 2016.

### **Upcoming Events**

- Disney on Ice will be here on Thursday, November 5 - Sunday November 8<sup>th</sup>. The ticket sales for this event are down about 2,000 from this time last year. We are looking to see this number made up by the end of the run.
- The ice is coming out after Disney's Sunday show.
- CDF Taste of Tupelo will be here Thursday, November 12.
- The COGIC Mennonite conference will be here Tuesday, November 17<sup>th</sup> – Friday, November 20<sup>th</sup>.
- We will host Ashley Furniture's Christmas party on Saturday, November 21<sup>st</sup>.
- We will put ice back in after the Ashley party and will begin public skating on Saturday, November 28.

**Old Business**

There was no Old Business on the agenda.

**New Business**

**Conference Center operations agreement renewal** – Director Hunt reminded the Commission that we entered into an agreement with TRA almost three years ago. We are to notify TRA within 90 days if we want to continue the agreement. He believes that the conference center has complimented our existing operation nicely and that we should renew our agreement for an additional three years. Chairman Reed asked for a motion and a second that we continue management oversight of the Conference Center. Amanda Hayden motioned and Sherry Davis seconded. Chairman Reed asked for questions and comments. After no questions or comments the motion was carried and the agreement with TRA was extended.

Amanda Hayden	AYE	Sherry Davis	AYE
Al Wallace	AYE	Will Beasley	AYE
Moe Livingston	AYE		

Director Hunt told the Commission, that he would have to notify TRA in writing to let them know the Commission has approved the Conference Center operations agreement renewal for three more years. Then the TRA would need to agree for the extension to be in effect.

Director Hunt told the Commission that over the next few months we will be bidding out a new marquee to replace the one we have hanging over Franklin and East Main. This one will be larger, full color, able to do better graphics and able to be scheduled. We are looking at a cost of around \$200,000.00.

He told the Commission that we are changing the North Hall meeting space lights to dimmable LED fixtures. He showed the difference between the lights we have and the ones we are moving to. This project will be completed in the next three months. TVA is assisting us with grant money for the project.

We are applying for a grant to complete the northeast side-walk.

We are still working toward plans to finance connecting the two buildings.

Over the next few months we will be hiring a full time Maintenance Technician. We had a part time person and they moved on to another job.

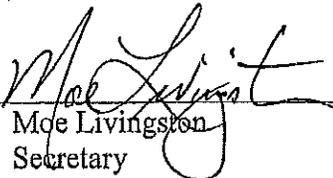
**Beverage Approval** – Chairman Reed asked for the approval of beverages for CDF Taste of Tupelo. Sherry Davis motioned to approve the sale of beverages for CDF Taste of Tupelo. Al Wallace seconded that motion. The motion was carried and the sale of beverages was approved.

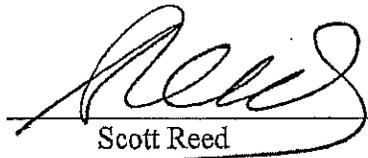
Amanda Hayden	AYE	Sherry Davis	AYE
Al Wallace	AYE	Will Beasley	AYE
Moe Livingston	AYE		

**Approve Checks** – Chairman Reed asked for the approval of checks. Will Beasley motioned to approve the checks. Al Wallace seconded that motion. Chairman Reed asked for discussion. After no discussion, the motion was carried and the checks were approved.

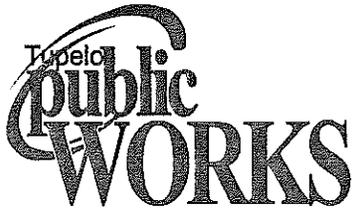
Amanda Hayden	AYE	Sherry Davis	AYE
Al Wallace	AYE	Will Beasley	AYE
Moe Livingston	AYE		

The next Monthly Meeting of this Commission will be at the Conference Center in the Mimosa Room. The Mennonites will be using the North Hall. They will be moving in on Monday, November 16<sup>th</sup>. Their event starts on Tuesday. On Wednesday we will prepare lunch for about 7,600 people. Their meeting will run from 9:00 A.M. until 8:00 P.M. We are expecting an attendance of around 8,000 people per day. There will be some smaller numbers on Monday and on Friday. This will be the largest meeting event in our history.

  
 \_\_\_\_\_  
 Moe Livingston  
 Secretary

  
 \_\_\_\_\_  
 Scott Reed  
 Chairman

#7.10



# Memo

**To:** Mayor Shelton and City Council  
**From:** Chuck Williams (CW)  
**CC:** Don Lewis, Kim Hanna, Missy Shelton  
**Date:** April 22, 2016  
**Re:** Infrared Pavement Restoration

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Bid: 1420PW Infrared Pavement Restoration for repairing damaged asphalt and surface failures for a twelve-month period of time.

Bid Opening: April 21, 2016

Attendance:

Jason Rush	Public Works Department
Missy Shelton	Finance Department
Mike Spivey	Asphalt Restoration Company

One bidder responded to our requests for bids. We recommend Asphalt Restoration Company be awarded this bid.

# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1420PW

Public Works Department

TO Asphalt Restoration Co. LLC

ADDRESS P.O. Box 2017 Tuscaloosa, AL 35403 DATE 4/16/16

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 April 21 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 \_\_\_\_\_

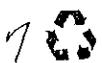
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS
4. The successful bidder must show evidence of Worker's Compensation insurance submitted with the bid.	<del>sq</del>	<del>56.00</del>	<del>5,600.00</del>	<del>00</del>
5. 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.	100sq	56.00	5,600.00	00
Minimum amount 100 Sq. Yards. Infrared Pavement Restoration. Cost per square yard .....				

Please Note: Per S.Y. price could be less depending on total yardage for year.

CITY MAY EXPECT DELIVERY BY

DATE \_\_\_\_\_  
 BIDDER Asphalt Restoration Co. LLC.  
 ADDRESS P.O. Box Tuscaloosa, AL 35403  
 TELEPHONE 205 - 344-2331  
 BY Mike Spivey Member.



MINUTE ENTRY SIGN UP SHEET

DATE 4-21-16

TIME 10:00 am

BID # 1420 PW

DEPARTMENT PW

PROJECT Infrared Pavement Restoration

ATTENDANCE

COMPANY

Missy Shelton  
Jason Rob

COT Finance  
PW

Mike Spivey

Asphalt Restoration CO.



#7.11



# Memo

**To:** Mayor Shelton and City Council  
**From:** Chuck Williams (C)  
**CC:** Don Lewis, Kim Hanna, Missy Shelton  
**Date:** April 22, 2016  
**Re:** Truck with Chassis and Debris Dump Bed

---

Bid: 1421PW Truck with Chassis and Dump Truck Bed

Bid Opening: April 21, 2016

Attendance:

Tommy Foster	TAG Truck Center
Missy Shelton	Finance Department
April Spears	Summit Truck Group
Alan Taylor	Public Works Department
Bruce Underwood	Summit Truck Group
Forrest White	Old River Truck Sales

Three bidders responded to our request for bids. We recommend the lowest and best bid, Summit Truck Center be awarded the bid.

# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1421 PW

Public Works Department

TO Summit Truck Group

ADDRESS P.O. Box 529 Tupelo, MS 38802 DATE 3-30-16

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 April 21, 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 is presently advertising and accepting bids for new Truck and Chassis with Debris Dump bed.</p> <p><b>Minimum Specifications</b></p> <p><b>Engine:</b></p> <p>Diesel, 250HP, 660-lb Torque@1300 RPM, Governed @ 2400 RPM, #2 bell housing, Spin-on oil filter.</p> <p><b>Transmission:</b></p> <p>Allison 3500RDS Automatic, Wide Ratio 5 Speed with Overdrive, includes oil level sensor, with PTO provision, less retarded, 80,000lb GVW, and temperature gauge in dash.</p> <p><b>Single Rear Axle:</b></p> <p>22,000lb capacity with 23,500lb capacity vari-rate spring suspension with 4500lb auxiliary rubber spring 5.29 axle ratio.</p> <p><b>Synthetic lube:</b></p> <p>In rear axle and transmission</p>				

\$74,544.00

CITY MAY EXPECT DELIVERY BY

DATE 90 days after receipt of order  
BIDDER Summit Truck Group  
ADDRESS P.O. Box 529 Tupelo, MS 38802  
TELEPHONE 662.842.3401  
BY Bruce Underwood





# Quote WIQ-016631

Page 1 of 1  
Date 4/18/2016

Warren, Inc.  
707 North Fir  
COLLINS MS 39428

Phone (800) 228-4842  
Fax (601) 765-4554  
DumpTrucks.com

Bill To	Ship To	Contact
SUMMIT TRUCK GROUP OF TUPELO P.O. BOX 529 TUPELO MS 38802	SUMMIT TRUCK GROUP OF TUPELO 1007 INTERNATIONAL DRIVE TUPELO MS 38802	Bruce Underwood (800) 844-8820 Ext. 0000

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
CITY OF TUPELO	TRU802	CINDY SULLIVAN	CUSTOMER PICKUP	Net30	0/0/0000	37,616
QTY	Item Number	Description	UOM	Unit Price	Ext. Price	
1	C-20	DEBRIS BODY - DUMPING Yardage: 26 Floor Material: 3/16 A1011 Front / Material: 60" 10 GA A1011 Side / Material: 60" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: No Hoist / Cylinder: CFT-5397 Hydraulics: Yes	Each			
1	TAILGATE	NONE	Each	\$0.00	\$0.00	
1	DB OPTIONS # 1	Cabshield: Full width 1/2 (24") Asphalt Apron: None Bolt On: No Center Board Pockets No Lights: LED Standard Oval S/T/T: None Clear Backup: No	Each	\$0.00	\$0.00	
1	DB OPTIONS # 2	Stabilizer for CFT-5397 hoist	Each	\$0.00	\$0.00	
1	INSTALL	Hydraulic Hoses/Fittings: Yes Pump: 35 gal w/air shift CW (400-80261) Console: Elec hyd/Air Conspicuity Tape: No Mudflaps and Brackets: Yes Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: None Covers: No Wires in Conduit No Delivery Fuel/Charges: No	Each	\$0.00	\$0.00	
1.00	PAINT	ANY STANDARD WARREN PAINT Color: Warren Black	GAL	\$0.00	\$0.00	
1	PTO	FOR ALLISON 300 SERIES TRANSMISSION	EA	\$0.00	\$0.00	

QUOTATION VALID FOR 30 DAYS

Subtotal	
Misc	\$0.00
Tax	\$0.00
Ship & Handling	\$0.00
Trade In Allowance	\$0.00
<b>Total</b>	

# INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS  
PUBLIC WORKS DEPARTMENT

Invitation No. 1421 PW

Public Works Department

TO Old River Truck Sales

ADDRESS 139 Old Hwy 49 South, Richland MS 39218 DATE 3-30-16

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 April 21, 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 Missy Shelton  
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL	CTS
<p>The City of Tupelo is presently advertising and accepting bids for new Truck and Chassis with Debris Dump bed.</p> <p><b>Minimum Specifications</b></p> <p><b>Engine:</b></p> <p>Diesel, 250HP, 660-lb Torque@1300 RPM, Governed @ 2400 RPM, #2 bell housing, Spin-on oil filter.</p> <p><b>Transmission:</b></p> <p>Allison 3500RDS Automatic, Wide Ratio 5 Speed with Overdrive, includes oil level sensor, with PTO provision, less retarded, 80,000lb GVW, and temperature gauge in dash.</p> <p><b>Single Rear Axle:</b></p> <p>22,000lb capacity with 23,500lb capacity vari-rate spring suspension with 4500lb auxiliary rubber spring 5.29 axle ratio.</p> <p><b>Synthetic lube:</b></p> <p>In rear axle and transmission</p>				
			1	86,196 86,196 00

CITY MAY EXPECT DELIVERY BY

DATE July 28<sup>th</sup> 2016

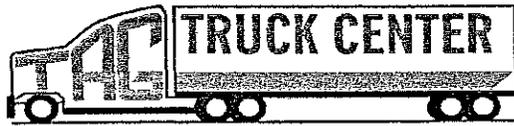
BIDDER Old River Truck Sales

ADDRESS 139 Old Hwy 49 South, Richland MS 39218

TELEPHONE 601 597 3101

BY Forrest White





"Our Experience Goes A Long Way"

DATE: 4/21/2016  
TO: CITY OF TUPELO  
FROM: TOMMY FOSTER(TAG TRUCK CENTER)  
SUBJECT: Bid 2017 Freightliner M2 106 CHASSIS

The enclosed proposal constitutes a bid from TAG Truck Center, Belden, MS, for:  
ONE (1) 2017 FREIGHTLINER MODEL M2 CAB & CHASSIS.  
ONE (1) PAC-MAC 20 FT TRASH BODY

PRICING:  
**\$85,782.00 PER UNIT/ PER THE ENCLOSED SPECIFICATIONS**

**PARTS & SERVICE:**

Engine and chassis warranty, parts, and service will be available at TAG Truck Center Tupelo, 2448 McCullough Blvd., Belden, MS.

Hours of operation are from 7:00 AM – 6:00 PM Monday through Friday and from 8:00 AM – 12:00 PM on Saturdays.

**WARRANTY**

- ENGINE- 2 YEARS / UNLIMITED MILEAGE
- TRANSMISSION- 3 YEARS / UNLIMITED MILEAGE
- CHASSIS- 2 YEARS / UNLIMITED

*Tommy Foster*

**TAG Truck Center**  
**Belden, Mississippi**  
O (662)844-3262  
C (662)397-3228  
F (662)680-4902



TAG TRUCK CENTER ♦ 2448 McCullough, Belden, MS 38826  
662 844 3262 Main ♦ 800 844 3262 Toll Free ♦ 662 680 4902 Fax  
[www.tagtruckcenter.com](http://www.tagtruckcenter.com)



MINUTE ENTRY SIGN UP SHEET

DATE 4-21-16

TIME 10:00 am

BID # 1421PW

DEPARTMENT PW

PROJECT Truck + Chassis with Dump Bed

ATTENDANCE

COMPANY

Missy Shelton CDT Finance

Alan Tynh Public Works

Bruce Harkwood Summit Truck Group

April Spears Summit Truck Group

Forrest White OLD River Truck Sales

Tommy Foster TAC Truck Center

# 7.12



# City of Tupelo

Jason L. Shelton  
Mayor

Water and Light  
Johnny Timmons, Director

April 28, 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 respectfully request your approval of the attached Tupelo Water & Light Department's "Service Practice Standards" at your meeting on Tuesday, May 3, 2016. TVA requires that the following additions be made:

2. DEPOSIT: After the deposit is paid in full, interest will accrue annually on a deposit greater than one month's average bill held longer than twelve months at the passbook interest rate earned by Tupelo Water & Light Department. The deposit balance plus any accrued interest will be credited to the customer's unpaid bills upon termination of utility service or upon return of the deposit to the customer. The deposit balance and accrued interest is subject to review by all customers of Tupelo Water & Light Department upon request.

39. TVA COMPLAINT RESOLUTION PROCESS: In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with the Distributor. If the dispute is not resolved, the distributor will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the Distributor's website or other technological means of communication, if available.

APPENDIX A: Tupelo Water & Light Department will review the rates, charges and fees annually on or before the beginning of each calendar year.

These additions are indicated in red on the attachment.

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

Yours very truly,

TUPELO WATER & LIGHT DEPARTMENT

A handwritten signature in black ink, appearing to read "Johnny N. Timmons", written over the typed name and title.

Johnny N. Timmons  
Manager

ptb

# CITY OF TUPELO WATER & LIGHT DEPARTMENT

## SERVICE PRACTICE STANDARDS

### SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE

Collections & Billing Office, 333 Court Street, Tupelo, MS 38804  
Tel. 662-841-6470, Fax 662-841-6471

Operations Office, 320 N. Front Street, Tupelo, MS 38804  
Tel. 662-841-6460, Fax 662-841-6401

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1. **APPLICATION FOR SERVICE:** Each prospective customer desiring service will be required to complete and sign a Tupelo Water & Light standard form of application for service or contract before service is supplied. Prospective customers are required to provide two (2) forms of identification including: at least one (1) picture identification and a copy of lease agreement, rent receipt or deed. In the event more than one person signed a housing lease agreement, valid ID's must be presented on all persons whose name is listed on the lease to secure utility services.

Acceptable forms of ID are a social security card, driver's license, voter registration card, passport, green card, Federal ITIN card or other state issued ID.

Applicants with an old debt with Tupelo Water & Light Department will be required to pay all old debts in full prior to receiving utilities at a new service address.

The applicant must agree to pay for service as measured by the City's meter according to applicable rates. Rates, charges and fees are made available to all customers via Tupelo Water & Light Department's website at [www.tupeloms.gov](http://www.tupeloms.gov) and at the Tupelo Water & Light Department Collections & Billing Office at 333 Court Street. Legal notice is given to all customers via Northeast Mississippi Daily Journal of any rate change initiated by Tupelo Water & Light Department.

The applicant agrees to permit authorized agents of the City free access to the premises of the consumer for the purpose of inspecting, reading, repairing or removing property of the City.

The City shall have the right, but shall not be obligated, to inspect any installation before water and/or electric service is introduced, or at any time thereafter and reserves the right to reject any wiring or appliances not in accordance with City's standards. The inspection or failure to inspect or reject shall not be regarded as an insurance against defects in installation, wiring or appliances and shall not render City liable or responsible for any loss or damage, resulting from defects in the installation, wiring or appliances, or from violation of the City's rules and regulations or from accidents which may occur upon consumer's premises.

The applicant agrees that this application is subject to the City's Rules and Regulations, a copy of which is open for inspection at the office of the City, and that these Rules and Regulations are a part of this agreement. In the case of default of payment applicant agrees to pay any legal interest due, together with any collection agency costs and reasonable attorney fees incurred to effort collection on this account and any subsequent location.

2. **DEPOSIT:** Each customer is required to pay a meter deposit for each service. Meter deposits are refunded to residential customers who maintain a perfect pay record for a period of twenty four (24) months. Upon termination of service, deposits are applied to customer's accounts against unpaid bills of customer, and if any balance remains after such application is made, the balance shall be refunded to customer.

The residential deposit rate is based upon the customer's credit rating as follows:

<u>Credit Score</u>	<u>Rating</u>
700-850	Excellent
650-699	Good
Less than 650	Fair/Poor

**See Appendix A (Schedule of Rates, Charges and Fees)**

For general power customers (commercial and industrial), the deposit shall be two (2) times the average usage for all commercial and industrial accounts. The minimum water deposit for commercial and industrial accounts will be \$150.00. In no event will the deposit required exceed twice the highest estimated monthly bill for the rate classification. Commercial and Industrial customers will have the option of paying a cash deposit, posting a Utility Surety Bond, Letter of Credit from local bank, or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Collections and Billing Department will be the custodian of all Utility Surety Bonds, letters of credit and Certificates of Deposit.

Upon written request by the customer or at the discretion of Tupelo Water & Light, the deposit requirement may be re-evaluated based on the most recent electricity usage.

After the deposit is paid in full, interest will accrue annually on a deposit greater than one month's average bill held longer than twelve months at the passbook interest rate earned by Tupelo Water & Light Department. The deposit balance plus any accrued interest will be credited to the customer's unpaid bills upon termination of utility service or upon return of the deposit to the customer. The deposit balance and accrued interest is subject to review by all customers of Tupelo Water & Light Department upon request.

3. **POINT OF DELIVERY**: The point of delivery for electricity is the point, as designated by Tupelo Water & Light Department, on the customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be maintained by the customer. The point of delivery for water service shall be the customer side of the water meter. The point of service delivery for sewer shall be the sewer tap on the city sewer main.

4. **CUSTOMER'S WIRING STANDARDS**: All of the customer's wiring must conform to municipal requirements and accepted modern standards, including the requirements of the National Electrical Safety Code, the National Electric Code, and the City Electric Code.

5. **INSPECTIONS**: The Tupelo Water & Light Department shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced, or at any later time, and reserves the right to reject any wiring of appliances not in accordance with the Tupelo Water & Light Department's standards, but such inspection or failure to inspect or reject shall not render the City of Tupelo liable or responsible for any loss or damage resulting from defects in the installation, wiring, or appliances, or from violation of Tupelo Water & Light Department's rules, or from accidents which may occur upon customer's premises.

6. **UNDERGROUND SERVICE LINES**: Customers desiring underground electric service lines from Tupelo Water & Light Department's overhead power service system must bear the expense thereof. Specifications and terms for such construction will be furnished by Tupelo Water & Light Department.

7. **CUSTOMER'S RESPONSIBILITY FOR WATER & LIGHT DEPARTMENT'S PROPERTY**: All meters, service connections and other equipment furnished by Tupelo Water & Light Department shall be, and remain, the property of Tupelo Water & Light Department on its premises. In the event of loss or damage to

Tupelo Water & Light Department's property, arising from neglect of customer to care for same, the cost of necessary repairs or replacements shall be paid by customer.

8. **RIGHT OF ACCESS**: The Tupelo Water & Light Department's identified employee shall have access to customer's premises at all reasonable times for the purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Tupelo Water & Light Department.

9. **BILLING**: Utility bills will be rendered monthly and shall be paid within fifteen (15) days from the date of bill for residential customers, and within ten (10) days for general power (commercial and industrial) customers at the Tupelo Water & Light Department Collection Office located at 333 Court Street, Tupelo, Mississippi. Failure to receive a bill will not release Customer from payment obligation. If the bill is not paid on time, the Tupelo Water & Light Department may at any time thereafter discontinue service. Bills paid on or before the final date of payment shall be payable at the net rates, which is the gross less late penalty (general power accounts only) but thereafter the gross rates shall apply, as provided in SCHEDULE OF RATES AND CHARGES. Bills that are paid after the "Discount Date" on the billing statement provided shall be subject to an additional charge of 5%. The Tupelo Water & Light Department will post all payments on the same day they are received. All payments made after the due date on the bill will be assessed a 5% penalty. Should the final date for payment of the bill fall on a weekend or holiday, the next business day following the final date will be held as a day for grace for delivery of payment.

Customers will be provided monthly totals for electric and water consumption. Each monthly billing statement will provide customers with historical consumption comparisons to the prior month as well as the prior twelve (12) months.

10. **LATE NOTICE**: A late notice will be prepared on all Tupelo Water & Light service accounts that have not been paid by the due date on the bill. A four dollar (\$4.00) Late Notice Charge will be assessed to all accounts receiving a late notice. This notice will notify the customer of their disconnection date, which will be fifteen (15) days for residential customers and ten (10) days for general power (commercial and industrial) customers following the late notice date.

11. **DISCONNECTION FOR NON-PAYMENT**: The disconnection date on all accounts shall be fifteen (15) days for residential customers and ten (10) days for general power customers following the date of the late notice. A late notice mailed to all customers with unpaid balances will notify customers of their disconnection date. A twenty five dollar (\$25.00) service charge will be assessed to all accounts disconnected for non-payment. On all accounts requiring a lineman & bucket truck to disconnect, a one hundred dollar (\$100.00) service charge will be assessed.

12. **DISCONTINUANCE OF UTILITY SERVICE**: Customers who desire to discontinue utility service are required to sign a disconnect form stating the date they desire the service to be discontinued and must give at least one (1) day notice to that effect. Customers are required to sign a service order or provide written notice by fax or email. The Tupelo Water & Light Department will not process a service order of any kind over the telephone.

13. **TERMINATION OF SERVICE**: The Tupelo Water & Light Department may discontinue service for the violation of any of its Schedule of Rules and Regulations or of the Schedule of Rates and Charges. The Tupelo Water & Light Department may also discontinue service to customer for the theft of services or the appearance of theft devices on the premises of customer, for safety or to be compliant with any State of Mississippi or City of Tupelo regulations that require disconnection for safety reasons. Any and all electrical and water services will be discontinued to customers with past due accounts except as provided in this rule. Payment in full (including late fee charges or service charges) will be required before service is restored. An additional deposit amount may also be required. The termination of service by Tupelo Water & Light Department for any reason

stated in this rule does not release the customer from the obligation for any amount due to Tupelo Water & Light Department, including the payment of minimum bills as specified in contracts.

If payment is not received by the due date, Tupelo Water & Light Department may discontinue service fifteen (15) days after the due date for residential customers and ten (10) days after the due date for general power customers (commercial and industrial) after provision of a late notice by mail informing the customer of the electric service or the water service disconnection date and the available rights and remedies to dispute the bill with Tupelo Water & Light Department, including the address, 333 Court Street, Tupelo, MS 38804, and the Customer Service telephone number, 662-841-6470. No further notice will be provided before electrical or water service is disconnected.

Tupelo Water & Light Department evaluates weather conditions daily at [www.weathertap.com](http://www.weathertap.com) for the Tupelo service area. In the event the forecasted temperature is expected to exceed 96 degrees Fahrenheit (F) with a heat index greater than 100 degrees, or is expected to be below 30 degrees (F) on that day, Tupelo Water & Light Department will postpone the disconnection of service of residential customers due to non-payment. Where disconnection is postponed due to an extreme weather condition, the postponement will not extend beyond the extreme weather condition.

Upon Tupelo Water & Light Department's approval of the "Request for Medical Waiver" form, disconnection of service will be postponed for 30 days from the original due date to allow customer time to make payment or alternative shelter arrangements. The "Request for Medical Waiver" form must be completed by a medical doctor or nurse practitioner licensed to practice in the State of Mississippi, certifying that the disconnection of electric service would create a life-threatening medical situation for the customer or other permanent resident of the customer's household. It is the responsibility of the customer to ensure that the form has been approved by Tupelo Water & Light Department. A life threatening medical condition does not relieve a customer of the obligation to pay for electric service, including any late fees or service charges incurred or other applicable charges. Tupelo Water & Light Department will only grant this postponement for termination two (2) times in a twelve (12) month period. If full payment of the past due amount, including all late fees and service charges is not received by the end of the thirty (30) day postponement period, electric service will be disconnected without further notice.

Below is an example of the "Request for Medical Waiver Form" customers must file for a thirty (30) day postponement to terminate service.

**REQUEST FOR MEDICAL WAIVER**  
**TUPELO WATER & LIGHT DEPARTMENT**

Tupelo Water & Light allows for **postponement of shut off or temporary service restoration** for a medical emergency of not more than 30 days if the customer or a member of the customer's household has a certified medical emergency. A medical emergency exists if the customer/household member has a condition that will be aggravated by the lack of electrical service. A medical emergency is defined and certified by a Physician or Nurse Practitioner. Extensions for further periods of not more than 30 days are granted only if the customer provides additional physician or public health official certification. Tupelo Water & Light will only grant this postponement for termination two (2) times in a twelve (12) month period. Consecutive waivers are allowed but must be applied for by the customer.

**CUSTOMER CERTIFICATION: (To be completed by customer)**

Customer Name: \_\_\_\_\_ Account No: \_\_\_\_\_

Customer Address: \_\_\_\_\_

City, ST, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Household member(s) with Medical Emergency \_\_\_\_\_

Relationship to Customer: \_\_\_\_\_

**NOTE: THIS STATEMENT DOES NOT IN ANY WAY REMOVE THE OBLIGATION TO PAY FOR SERVICES RECEIVED OR TO BE RECEIVED FROM TUPELO WATER & LIGHT DEPARTMENT.**

**RELEASE: (to be completed by Resident requiring life-sustaining equipment or his/her legal guardian)**

I, \_\_\_\_\_, (circle one: resident/legal guardian) hereby grant my consent to the below-named licensed Physician to release to Tupelo Water & Light such information as noted below, plus any supplement information regarding critical medical equipment used at the residence.

Signature of Resident or Legal Guardian: \_\_\_\_\_ Date \_\_\_\_\_

**MEDICAL VERIFICATION: (To be completed and signed by a licensed physician)**

**A phone number is required so we may contact you for potential clarification and/or verification.**

I, \_\_\_\_\_, a licensed physician, declare there is a medical emergency requiring electricity for the above named customer/household member.

Duration of Medical Emergency: \_\_\_\_\_  
(Maximum 30 days)

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Return this form to:** Tupelo Water & Light      **OR** Fax To: 662-841-6471  
333 Court St  
Tupelo, MS 38804

14. **SERVICE CHARGES FOR TEMPORARY SERVICE:** Customers requiring water and electric service for a period not exceeding sixty (60) days may be required by Tupelo Water & Light Department to pay all costs for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction and other temporary Customers. Active customers, who have a history of paying promptly with no violation of these rules and regulations who are in need of temporary service, and who have previously paid a service deposit, are not required to pay another deposit.

15. **INTERRUPTION OF SERVICE:** The Tupelo Water & Light Department will use reasonable diligence to provide a regular and uninterrupted supply of electricity and water but, in case the supply of electricity or water should be interrupted, Tupelo Water & Light Department shall not be liable for any damages resulting from this interruption.

16. **VOLTAGE FLUCTUATION CAUSED BY CUSTOMER**: Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Department's system. Tupelo Water & Light Department requires each customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

17. **ADDITIONAL LOAD**: The service connection, transformers, meters and equipment supplied by Tupelo Water & Light Department for each customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Tupelo Water & Light Department. Failure to give notice of additions or changes in load, and to obtain consent for the same, shall render the customer liable for damage to any of Tupelo Water & Light Department's lines or equipment caused by the additional or changed installation.

18. **STANDBY AND RESALE SERVICE**: All purchased electric service (other than emergency or standby service) used on the premises of each customer shall be supplied exclusively by Tupelo Water & Light Department, and the customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of, the electric service or any party thereof.

19. **NOTICE OF TROUBLE**: Customer shall notify Tupelo Water & Light Department immediately if the service is unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of water or electricity. Such notices, if verbal, should be confirmed in writing.

20. **NON-STANDARD SERVICE**: The customer shall pay the cost of any special installation necessary to meet his or her particular requirements for service other than one standard voltage, or for the supply of closer voltage regulation than required by standard practice. The Tupelo Water & Light Department may, at its discretion, provide and install the additional facilities on a fixed monthly rental basis in lieu of payment of cost by the customer.

21. **METER TESTS**: The Tupelo Water & Light Department will, at its own expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Tupelo Water & Light Department will make additional tests or inspections of its meters at the request of the customer. If such tests show that the meter is accurate within 2%, slow or fast, no adjustment will be made in the customer's bill and the testing charge of ten dollars (\$10.00) per meter shall be paid by the customer. In case the test shows meter to be in excess of 2% fast or slow, an adjustment shall be made in the customer's bill over a period of not over thirty (30) days prior to date of such tests, and the cost of the test shall be borne by the Tupelo Water & Light Department.

22. **FILING AND POSTING**: A copy of the RULES AND REGULATIONS, together with a copy of THE TUPELO WATER & LIGHT DEPARTMENT'S SCHEDULE OF RATES AND CHARGES, shall be kept open to inspection at the office of Tupelo Water & Light Department.

23. **INFORMATION TO CONSUMERS**: Upon request by the customer of record, Tupelo Water & Light Department will make available a customer's electrical and water consumption data for the prior twelve (12) month period.

24. **SCOPE**: The Schedule of Rules and Regulations is a part of all contracts for electrical and water service from Tupelo Water & Light Department and applies to all services received from Tupelo Water & Light Department, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this Schedule of Rules and Regulations together with a copy of Tupelo Water & Light Department Schedule of Rates and Charges, which was approved by the governing authority of the City of Tupelo, and shall be kept open to inspection at the office of Tupelo Water & Light Department Collections & Billing Office located at 333 Court Street, and found on our website – [www.tupeloms.gov](http://www.tupeloms.gov). Furthermore, the Tupelo Water & Light

Department will provide information regarding rates, service practice policies, and guidelines to customers via the website – [www.tupeloms.gov](http://www.tupeloms.gov) and information, including brochures, will be available in our office. A customer will also receive such information upon application for electric and water services, and at any time upon request. All retail rate actions initiated by Tupelo Water & Light will be communicated to the public via our web-site – [www.tupeloms.gov](http://www.tupeloms.gov) and through advertisement in the Northeast Mississippi Daily Journal.

25. **REVISIONS**: These RULES AND REGULATIONS may be revised, amended, supplemented, or otherwise changed from time to time without specific notice to the customer. Such changes, when effective, shall be available at the Collection Office and shall have the same force as the present RULES AND REGULATIONS.

26. **CONFLICT**: In case of conflict between any provision of any rate schedule and these RULES AND REGULATIONS, the rate schedule shall apply.

27. **TAMPERING WITH METERS**: If Tupelo Water & Light Department finds that there is reasonable ground for believing that any meter or meters intended to measure or register the quantity of water, electric light or power has been tampered with as to alter the measured usage or that any electric seal is broken, a minimum administrative fee of one hundred dollars (\$100.00) will be assessed the meter holder. The customer may be prosecuted in municipal court notwithstanding the administrative fee.

28. **ESTIMATING BILLS**: In the event that Tupelo Water & Light Department is unable to or prevented from reading a customer's meter(s), then the Tupelo Water & Light Department may charge an estimated bill based on previous usage, an average or other reasonable basis; provided, however, that the estimated bill does not relieve the customer from financial responsibility during the period. After the meters are read, the Tupelo Water & Light Department will notify the customer of any adjustment and amounts owed.

29. **CATASTROPHIC LEAK**: In the event of a catastrophic water leak on the customer's property (beyond the point of delivery), the customer will be responsible to pay for all water meter charges, but the customer may request, in writing or by telephone, an adjustment to sewer charges for the payment period covering the leak. The request must be accompanied by documentation of the leak and the repairs, such as repair bills or a report from the professional contractor or plumber effecting the repair. Upon receipt of the request and proper documentation, the Tupelo Water & Light Department will promptly review the request, the customer's payment history and compliance with these Rules and Regulations. If the customer was in compliance, not in arrears in payment prior to the leak, and promptly repaired the leak, the Tupelo Water & Light Department is authorized to adjust the customer's sewage charges for the period covering the leak to an average sewer billing based on the prior twelve (12) months, or shorter period if a new customer. A maximum of three (3) months billing adjustment is authorized. Tupelo Water & Light Department will not be obligated to make such adjustments if the customer has made more than one such request in a twenty four (24) month period or where the customer has persisted in failing to maintain the customer's water lines and system in good repair and working order.

30. **DEAD METER**: In the event that an electric or water meter malfunctions and dies, Tupelo Water & Light shall set a new meter at the residence or business. The Water & Light Department shall take meter readings covering a period of twenty four (24) hours for the purpose of estimating an electric or water bill. The prior history of seasonal usage shall be taken under consideration with the twenty four (24) hour reading to determine the bill. In the event that no consistent pattern is established, a second twenty four (24) hour reading shall be taken to determine a bill.

31. **TRANSFER OF SERVICE**: All residential customers making application to transfer utility services to a new service address are required to pay their active account to a zero (\$0) balance before a new service address can be established for that customer.

32. **RESIDENTIAL LATE PAYMENT AGREEMENTS:** Residential customers only are allowed to sign a "Late Payment Agreement". A "Late Payment Agreement" shall allow the customer seven (7) days beyond their scheduled disconnection date for nonpayment. All residential customers shall be limited to three (3) late payment agreements over a twelve (12) month period. New customers of Tupelo Water & Light Department are not allowed to sign a late payment agreement for the first six (6) months of service. Customers who fail to pay a "Late Payment Agreement" as agreed shall forfeit future rights to such agreements.

No customer shall be allowed to sign a "Late Payment Agreement" if Tupelo Water & Light Department is waiting on funds from service agencies on their active account. These agencies shall include, but not be limited to, Lift, Inc., Salvation Army, Safe, Inc., Department of Human Service and churches.

Only in extenuating circumstances will additional days and/or "Late Payment Agreements" be authorized with the approval of the Manager to assist customers in need.

33. **CUSTOMERS WITH SEVERE HEALTH ISSUES:** Special attention shall be given to customers with severe health issues when there is a power failure. All efforts shall be made to restore their services in a timely manner when such a failure occurs. Customers with medical devices powered by electricity shall provide Tupelo Water & Light Department with a letter from their medical doctor or nurse practitioner stating that their medical condition "requires electric current for the operation of said device". Customers with severe health issues may file a "Request for Medical Waiver" form requesting an extension up to thirty (30) days. Tupelo Water & Light Department will only grant this postponement for termination of service two (2) times in a twelve (12) month period. Customers with valid letters or "Request for Medical Waiver" forms from their physicians shall not be relieved from their obligation to pay their monthly utility bill in a timely manner.

34. **DECEASED CUSTOMER ACCOUNTS:** In the event a customer of Tupelo Water & Light Department is deceased, the account can remain active in the deceased customer's name for a period not to exceed ninety (90) days. The widow or widower of the deceased can apply for a name change on the account with no additional deposits required. The widow or widower must apply for the name change in person and provide appropriate personal identification. Children, grandchildren or other relatives are not allowed to assume the account of the deceased and will be required to apply for the utility service in their name for the account to remain active.

35. **"ENERGY RIGHT" INCENTIVES AND REBATES:** Residential customers installing a new all electric "water heater" (minimum of 30 gallons) are eligible to receive a \$120.00 credit to their electric bill. Customer must provide Tupelo Water & Light Department with proof of purchase (copy of plumber's bill or supply house receipt). Also required is the model number, serial number and energy factor.

36. **DISPUTED BILLS:** Any customer who questions the amount or correctness of charges on their utility bill should contact the Customer Service Manager, Monday through Friday, 8:00 am to 5:00 pm. The Customer Service Manager is authorized to review disputed bills and correct errors if any exist.

37. **COLLECTION OF BAD DEBTS:** A late notice will be mailed to all customers with an unpaid balance. This late notice will notify the customer of their disconnection date, which will be fifteen (15) after the due date for residential customers and ten (10) days after the due date for general power customers (commercial and industrial) following the due date. A twenty five dollar (\$25.00) service charge will be added to all accounts disconnected for non-payment.

A collection letter (letter 1) shall be mailed to the customer thirty (30) days following the disconnection date for non-payment. A second collection letter (letter2) shall be mailed thirty (30) days from the date of the first collection letter (letter 1) if the account remains unpaid.

Thirty (30) days following the second collection letter (letter 2), a third collection letter (letter 3) shall be mailed to the customer. Letter 3 will inform the customer of all additional charges and collection fees, and will be given notice that the account will be submitted to a Collection Agency if the account is not paid within thirty (30) days of the date of this letter.

From the disconnection date for non-payment, to the submission of the unpaid account to a Collection Agency a total of one-hundred and twenty (120) days will be given for the customer to make payment, or payment arrangements.

All unpaid accounts will be compiled, analyzed and broken down by service. These unpaid accounts will be submitted to the City of Tupelo City Council bi-annually for write-off as bad debt.

38. **INTERCONNECTION, METERING AND PARALLEL OPERATION AGREEMENTS:** Tupelo Water & Light Department, working in conjunction with TVA, allows customers to apply as an Interconnection Customer in order to self-generate and/or sell the output of renewable generation that is owned and operated by the Interconnection Customer at the Interconnection Customer's presently metered location. An Interconnection, Metering and Parallel Operation Agreement is made and entered into between both parties.

39. **TVA COMPLAINT RESOLUTION PROCESS-** In the case of billing disputes or other service issues, the customer is expected to resolve the dispute by notifying and working with the Distributor. If the dispute is not resolved, the distributor will provide the customer with information regarding TVA's Complaint Resolution Process. Customers will be informed about the availability of the TVA Complaint Resolution Process upon application for service, at any time upon request, and through information provided on the Distributor's website or other technological means of communication, if available.

**See Appendix B**

**Appendix A**

**SCHEDULE OF RATES, CHARGES AND FEES**

**The following Schedule of Customer Service Charges is hereby fixed and established:**

Meter Connection Charge	\$25.00
Transfer Charge	\$25.00
Disconnection/Reconnection Fee for non-payment	\$25.00
During regular hours, 8 am – 5 pm, M-F	
Reconnection after regular hours and weekends	\$75.00
Reconnection for CT (current transformer)	\$50.00
Metering service during regular hours	
Reconnection for CT (current transformer)	\$75.00
Metering service after regular hours and weekends	
Late Notice Charge	\$4.00
Penalty on all customers other than residential	5%
Meter Testing Charge	\$10.00
Minimum Charge for Theft of Electricity or Water	\$100.00
Returned Check Charge	\$30.00
Installation of underground primary electric lines	\$9.00 per foot
(In excess of 200 feet)	
Disconnection for non-payment requiring a	\$100.00
Bucket Truck	
Temporary Electric Service	\$65.00
Permit Fee – CT Meter Can	\$135.00

**The following Schedule of Customer Deposits is hereby fixed and established:**

<u>Residential Electric Deposit</u>	<u>Credit Score</u>
\$0	700-850
\$200	650-699
\$300	Less than 650

<u>Residential Water Deposit</u>	<u>Credit Score</u>
\$0	700-850
\$75	650-699
\$100	Less than 650

Additional deposits may be required if service is discontinued for non-payment equal to two (2) month's average bill based on prior twelve (12) months service history.

Customers transferring service after the effective date of this ordinance, who have a poor payment history, will be required to pay the new deposit schedule before transferring their utility service to a new location.

Commercial Customers are required to pay meter deposits equal to two (2) months average billing based on prior twelve (12) months service history.

Minimum Commercial Deposits are as follows:

Electric	Two (2) times the average usage.	Water 1" – Temporary	\$250.00 (Fire Plug)
Water	\$150.00	Water 2" – Temporary	\$500.00 (Fire Plug)

Tupelo Water & Light Department reserves the right to periodically review deposits and to add additional deposits to protect the City on accounts that have inadequate surety deposits or poor pay history.

Commercial customers will have the option of paying a cash deposit, posting a Utility Surety Bond or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Department Collections and Billing Office will be the custodian of all Utility Surety Bonds and Certificates of Deposit.

**The following Schedule of Water & Sewer Tapping Fees is hereby fixed and established:**

**Water Connection & Tap Charges**

**Inside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
3/4"	\$875.00	\$1,540.00
1"	\$1,075.00	\$1,650.00
1 1/2"	\$2,550.00	\$3,125.00
2"	\$3,125.00	\$3,700.00
3" and Larger	**	**

\*\*Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Water Connection & Tap Charges**

**Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
3/4"	\$1,050.00	\$1,750.00
1"	\$1,300.00	\$2,000.00
1 1/2"	\$3,075.00	\$3,775.00
2"	\$3,750.00	\$4,450.00
3" and Larger	**	**

\*\*Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Sewer Service Connection Charges**

**Inside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,150.00	\$1,725.00
6"	\$1,300.00	\$1,875.00
8" and Larger	**	**

\*\*Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Sewer Service Connection Charges**  
**Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,375.00	\$2,075.00
6"	\$1,575.00	\$2,250.00
8" and Larger	**	**

\*\* Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Meter Installation Charges In Developments**  
**Inside City Limits**                      **Outside City Limits**

<u>Size</u>	<u>Cost</u>	<u>Size</u>	<u>Cost</u>
3/4"	\$350.00	3/4"	\$425.00
1"	\$450.00	1"	\$550.00

**Non-Metered Connection Charges for Existing Water System & Sprinkler Connections**  
**Inside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$2,700.00	\$3,275.00
8" x 6"	\$2,900.00	\$3,475.00
8" x 8"	\$3,200.00	\$3,775.00

\*\*Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

**Non-Metered Connection Charges for Existing Water System & Sprinkler Connections**  
**Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$3,300.00	\$4,000.00
8" x 6"	\$3,500.00	\$4,200.00
8" x 8"	\$3,900.00	\$4,600.00

\*\*Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

**Fire Protection Fees**

<u>Size</u>	<u>Monthly Charges</u>
4"	\$10.00
6"	\$15.00
8"	\$30.00
10"	\$60.00
12"	\$100.00

\*NOTE: Tupelo Water & Light Department will review the rates, charges and fees annually on or before the beginning of each calendar year.

## Appendix B

### Tupelo Water & Light Interconnection, Metering and Parallel Operation Agreement

1. **Scope of Agreement:** Tupelo Water & Light Department and the Interconnection Customer agree that one or more generations systems and all related interconnection equipment (as described in the application and referred to as “Qualifying System” located at interconnection Customer’s current metered location with gross power rating of \_\_\_\_\_ kW and to be interconnected at \_\_\_\_\_ kV may be interconnected to Tupelo Water & Light Department’s electric power distribution system in accordance with the terms and conditions of this Agreement. Execution of this Agreement allows the Interconnection Customer to proceed with procurement and installation of the system but Interconnection Customer is not allowed to proceed with parallel operation until Tupelo Water & Light Department has received a completed certification of Completion, Tupelo Water & Light Department has conducted an onsite review and witnessed any required commissioning test or waived such test, and has given Interconnection Customer written authorization to proceed with parallel operation.
  
2. **Establishment of Point of Interconnection:** The point where the electric first leaves the wires or facilities owned by Tupelo Water & Light Department and enters the wires or facilities provided by Interconnection Customer is the “Point of Interconnection.” Tupelo Water & Light Department and Interconnection Customer agree to interconnect the “Qualifying System” at the point of Interconnection in accordance with this Agreement, Tupelo Water & Light Department’s rules, regulations, policies and rates, WHICH ARE INCORPORATED HEREIN BY REFERENCE, and the Interconnection Customer and the Qualifying System shall comply with Tupelo Water & Light Department’s Distributed Generation Interconnection Procedures.
  
3. **General Responsibilities of the Parties:**
  - 3.1 Tupelo Water & Light has reviewed the proposed Qualifying system as described in the attached Application for compliance with Tupelo Water & Light Department’s Distribution Generation Interconnection Procedures and approved the Qualifying System for interconnection based on one of the following conditions:
    - 3.1.1. The Qualifying System has been reviewed by Tupelo Water & Light Department based on the applicable codes and standards and has passed any applicable screening process in the Tupelo Water & Light Department’s Distributed Interconnection Procedures, or;
    - 3.1.2. Tupelo Water & Light Department, in agreement with Interconnection customer, has conducted additional engineering evaluations or detailed impact studies at Interconnection Customer’s expense, and any necessary System upgrades or changes identified by these additional studies have been implemented and Interconnection Customer has paid for such upgrades or changes where necessary.
  
  - 3.2 Interconnection customer shall comply with all applicable laws, regulations, zoning codes, building codes, safety rules, and environmental restrictions, including the latest version of the National Electric Code, and codes issued by Underwriters Laboratories (UL), the Institute of Electrical and Electronics Engineers (IEEE), and the American National Standards Institute (ANSI), that are applicable to the design, installation, operation, and maintenance of its Qualifying System.
  
  - 3.3 Tupelo Water & Light Department shall, at Interconnection Customer’s expense, provide and install such meters and related facilities (Metering Installation) as in Tupelo Water & Light Department’s judgment are needed to measure the electrical output from qualifying System. Thereafter, Tupelo Water & Light Department shall, at Interconnection Customer’s expense, test, calibrate, operate, maintain, and

if necessary, replace the meter(s) in the Metering Installation. The Metering Installation shall conform to applicable industry standards and shall be for Tupelo Water & Light Department's exclusive use and control unless otherwise agreed by the Parties. If the Interconnection Customer is selling the power output of the Qualifying System to a third party, the Interconnection Customer shall notify Tupelo Water & Light Department of any metering requirements of the power purchaser, any cost of which shall be borne by the Interconnection customer.

3.4 The Interconnection Customer shall provide the City of Tupelo building code official inspection and certification of installation forms to Tupelo Water & Light Department. The certification shall reflect that City of Tupelo Code Official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

**LOT MOWING FOR PUBLIC HEARING**

**MAY 3, 2016**

CASE	PARCEL	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2	INSPECTOR NAME
17538	077Q3624500	304 HANCOCK STREET	CRISLER PROPERTIES INC.	P O BOX 1177	CLINTON, MS 39060	EDWARD KISTE
17539	077Q3623900	309 ENOCH AVENUE	GIDDENS DIARRA	309 ENOCH AVE	TUPELO, MS 38801	EDWARD KISTE
17540	101A0210300	2601 PEMBERTON AVEN	SLAUGHTER ERIC	923 FLOYD RD	BELDEN, MS 38826	EDWARD KISTE
17543	101A0219701	901 STEWART DRIVE	LITTLE MATTHEW AND LINDSAY	901 STEWART DR	TUPELO, MS 38801	EDWARD KISTE
17545	101E0210400	LAKESPUR CIRCLE	SPRING LAKE LLC	P O BOX 2066	TUPELO, MS 38803-20	EDWARD KISTE
17546	101U1104200	2649 CAMELLIA COVE	MITCHELL CLARENCE EUGENE & LE	3213 GENOA DR	MURFREESBORO, TN 3	EDWARD KISTE
17547	101U1104100	2627 CAMELLA COVE	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	EDWARD KISTE
17548	101U1103900	2612 CAMELLA COVE	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	EDWARD KISTE
17550	102V1000141	2034 COLUMBINE DRIVE	LONG KENNETH A & DANA D	405 NORTH CHURCH ST	TUPELO, MS 38804	EDWARD KISTE
17551	102V1000157	2158 COLUMBINE DRIVE	SPRING LAKE LLC	P O BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17552	102V1000156	MARIGOLD COVE	SPRING LAKE LLC	P O BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17553	102V1000146	MARIGOLD COVE	SPRING LAKE LLC	P O BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17554	102V1000147	MARIGOLD COVE	SPRING LAKE LLC	P O BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17555	102V1000155	MARIGOLD COVE	SPRING LAKE LLC	P O BOX 2066	TUPELO, MS 38801	EDWARD KISTE
17556	102V1000138	2117 ZINNIA COVE	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	EDWARD KISTE
17557	105D1503500	MOORE	RICHARDSON MEGAN	P O BOX 87	RED BANKS, MS 38661	EDWARD KISTE
17558	105D1505900	404 BEASLEY DRIVE	WITHERSPOON CHARLEY J	504 NORTH THOMAS STR	TUPELO, MS 38801	EDWARD KISTE
17560	105H1503200	3347 MEADOW DRIVE	SHIPMAN JAMES L	POST OFFICE BOX 4	CORINTH, MS 38835	EDWARD KISTE
17561	106C1308100	1808 ROLLINGWOOD DR	SCHILLER NICHOLS	3199 OLD TOWN CIRCLE	TUPELO, MS 38804	EDWARD KISTE
17563	089F3008900	420 TOLBERT	HALFACRE ALMA LARTHTRIDGE	420 TOLBERT STREET	TUPELO, MS 38804	CLIFF BRINKLEY
17564	079L3200114	ASHLEY ST	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17565	079L3200151	ASHLEY ST	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17566	079L3200150	ASHLEY ST	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17567	106G1314900	3487 CRAIGMONT CIRCL	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17568	089F3007600	760 NORTH MADISON ST	CUNNINGHAM BEATRICE EST	3747 MINNESOTA AVE AP	WASHINGTON, DC 200	CLIFF BRINKLEY
17569	089F3005600	536 WALKER	SANDERS SHEILA	2512 S GLOSTER	TUPELO, MS 38801	CLIFF BRINKLEY
17570	089F3005900	528 WALKER STREET	JEFFERSON SAM & ROSIE	7601 SOUTH EAST END	CHICAGO, IL 60649	CLIFF BRINKLEY
17571	078D2704600	3223 WINCHESTER CIRCL	KHALIL HASAN & JAMILA	842 INDIAN OAKS DR	SALTILLO, MS 38866	EDWARD KISTE
17572	106G1315000	3471 CRAIGMONT CIRCL	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17573	089F3002700	528 BARNES STREET	SPENCER WILLIAM ESTATE	3870 INNSBROOK DR	MEMPHIS, TN 38115	CLIFF BRINKLEY
17574	106G1311100	CRAIGMONT	WILEMON R J LLC	P O BOX 2639	TUPELO, MS 38803	EDWARD KISTE
17576	112A0403800	520 CANAL STREET	FIVE AMIGOS LLC	301 WEST MAIN STREET	TUPELO, MS 38802	EDWARD KISTE
17577	112A0404000	526 CANAL STREET	GERSH CARLA R REVOCABLE LIVING	25121 DANABIRCH	DANA PANT, CA 92629	EDWARD KISTE

# 1, 13

HIGHLIGHTED PROPERTIES ARE VACANT LOTS

**LOT MOWING FOR PUBLIC HEARING**

**MAY 3, 2016**

17578	088N3308300	123 WAYSIDE	MOORE ROBERTA & BENNIE	15 SOUTH CANAL ST	TUPELO, MS 38804	EDWARD KISTE
17579	088N3308400	121 WAYSIDE	LONG BRANDON H & RONNIE T	707 COUNTY ROAD 1310	TUPELO, MS 38801	EDWARD KISTE
17580	089E3018300	811 NORTH MADISON ST	FIELDER ARTHUR Jafa JR & ROWEN	5203 GOLF VALLEY WAY	STONE MOUNTAIN, GA	CLIFF BRINKLEY
17581	089F3002900	512 BARNES STREET	RAY DOROTHY S	304 RD 47	TUPELO, MS 38801	CLIFF BRINKLEY
17582	089F3005000	517 BARNES STREET	ROBINSON ANGELA	146 12TH STREET	RICHMOND, CA 94801	CLIFF BRINKLEY
17583	089F3008400	638 NORTH CHURCH STR	JOHNSON ANTOINETTA	376 ROAD 1	TUPELO, MS 38804	CLIFF BRINKLEY
17584	089F3019400	601 NORTH SPRING STRE	JONES MARVIN	P O BOX 871	TUPELO, MS 38802	CLIFF BRINKLEY
17585	089F3021700	596 NORTH SPRING STRE	CHOU CHENG FEN	891 FAWN WAY	MARIETTA, GA 30068	CLIFF BRINKLEY
17586	089F3020100	302 EAST JACKSON STRE	LOCKRIDGE TAQUESHA	302 E JACKSON	TUPELO, MS 38804	CLIFF BRINKLEY
17587	089F3019200	NORTH SPRING STREET	HAMBY LEONA	2003 S PARK MANOR APT	TUPELO, MS 38801	CLIFF BRINKLEY
17591	077Q3615300	1527 CENTRAL	WEA INVESTMENTS LLC	POST OFFICE BOX 87	RED BANKS, MS 38661	CLIFF BRINKLEY
17592	077Q3621900	202 ENOCH AVENUE	WD PROPERTIES LLC	POST OFFICE BOX 3171	TUPELO, MS 38803	CLIFF BRINKLEY
17593	077Q3607700	211 HIGHLAND DR	RUTHERFORD RICHARD H & KATHL	1117 W JACKSON ST	TUPELO, MS 38801	CLIFF BRINKLEY
17595	077Q3616300	1501 MAIN W	PHAN TAI XUAN	3271 FORREST HILL DRIVE	BELDEN, MS 38826	CLIFF BRINKLEY
17596	077Q3616400	1503 MAIN W	PHAN TAI XUAN	3271 FORREST HILL DRIVE	BELDEN, MS 38826	CLIFF BRINKLEY
17597	113E0609600	RIDGECREST DRIVE	MONTGOMERY CHARLES W &	961 SOUTH GLOSTER STRE	TUPELO, MS 38801	JEREMY SAPP
17598	077J3507400	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17600	077J3507100	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17601	077J3507200	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17602	077J3507000	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17603	077J3508100	BRIARFIELD DRIVE	THE SOUTHERN GROUP	P O BOX 3171	TUPELO, MS 38803	JEREMY SAPP
17604	077J3506900	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17605	077J3507300	SAGEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17606	077J3505900	FAIRFIELD DRIVE	TAYLOR PROPERTIES LLC	PO BOX 237	BELDEN, MS 38826	JEREMY SAPP
17610	077J3506600	BATTLEFIELD DRIVE	THE SOUTHERN GROUP OF MS	PO BOX 3171	TUPELO, MS 38803-31	JEREMY SAPP
17612	089P3120000	494 SOUTH GREEN STREE	PLUMBING SERVICES INC	539 SOUTH GREEN STREE	TUPELO, MS 38804	JEREMY SAPP
17613	089P3119600	440 SOUTH GREEN STREE	COUNTRYWIDE HOME LOANS INC	7105 CORPORATE DR	PLANO, TX 75024-363	JEREMY SAPP
17614	077R3602300	1130 BRYSON DRIVE	MCFERRIN WENDI	1109 CHESTER AVE	TUPELO, MS 38804	JEREMY SAPP
17615	101U1103700	1892 COLUMBINE DRIVE	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	EDWARD KISTE
17616	077R3603500	MARIE STREET	HALE WILLIAM F	771 HALE DR	TUPELO, MS 38801	JEREMY SAPP
17617	077R3602301	1128 BRYSON DRIVE	TUTOR PONTOTOC LLC	146 DR 405	SALTILLO, MS 38866	JEREMY SAPP
17620	077F2617900	709 LAR-ELI-DO DRIVE	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	JEREMY SAPP
17621	077G2504100	906 DESOTO DRIVE	Y & T LLC	426 MAGAZINE STREET	TUPELO, MS 38804	JEREMY SAPP
17622	075R2218300	3202 FORREST HILL DRIV	MAGANA MARIO A & MARY R	1099 ELVIS PRESLEY	TUPELO, MS 38804	JEREMY SAPP

HIGHLIGHTED PROPERTIES ARE VACANT LOTS

**LOT MOWING FOR PUBLIC HEARING**

**MAY 3, 2016**

<u>17623</u>	<u>075R2217900</u>	3270 FORREST HILL DRIV	NGUYEN THIEN KHOI	3518 WOODLAND RD	BELDEN, MS 38826	JEREMY SAPP
<u>17624</u>	<u>075R2202600</u>	3452 FAIR OAKS DR	EADDY KATHY L	3452 FAIR OAKS DRIVE	BELDEN, MS 38826	JEREMY SAPP
<u>17637</u>	<u>088N3304700</u>	329 CANAL STREET	WITCHER KRIS	336 LAKE STREET	TUPELO, MS 38804	EDWARD KISTE
<u>17640</u>	<u>088K3309900</u>	1934 EAST LAKE DRIVE	SHENG DA REALTY INC	182 UNION BELLE BLVD	SALTILLO, MS 38866	JEREMY SAPP
<u>17643</u>	<u>075N2105676</u>	CEDAR GARDEN LANE	BEASLEY REAL ESTATE LLC	P O BOX 1220	TUPELO, MS 38802	JEREMY SAPP

HIGHLIGHTED PROPERTIES ARE VACANT LOTS

#8.1



# City of Tupelo

Jason L. Shelton  
Mayor

Department of Development Services  
Shane Hooper, Director

## Memo

### COUNCIL

- Markel Whittington  
Ward One
- Lynn Bryan  
Ward Two
- Travis Beard  
Ward Three
- Nettie Y. Davis  
Ward Four
- Buddy Palmer  
Ward Five
- Mike Bryan  
Ward Six
- Willie Jennings  
Ward Seven

**To:** Mayor and City Council

**From:** Pat Falkner

**Subject:** Study Agenda: Request for permission to place structure in alley right of way

**Date:** April 29, 2016

We have received a request for permission to temporarily place tables and chairs in the alley running south from Court Street between Spring and Broadway Streets. No permanent structures or encroachments are requested. The letter from the business owner is attached. If possible, the owner would like for the request to be moved up for action on May 3.

**Attached:** Letter  
Location map

April 28, 2016

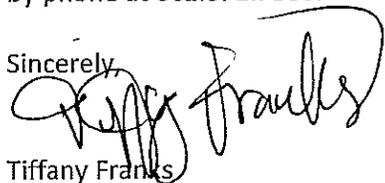
The Honorable Jason Shelton  
Mayor of the City of Tupelo  
Post Office Box 1485  
Tupelo, Mississippi 38802

Dear Mayor Shelton,

Please accept my request to use the alley on the West side of my business, located at 209 Court Street, for temporary seating from May through October, weather permitting. I believe I have room to place at least three tables along my outside wall. I would also like to hang lights in this area for safety as well. I will have the lights installed to City standards. My business is growing and this will allow me to stay in the Downtown area at this location. I also believe it adds to the ambiance the Downtown Main Street office and the City of Tupelo is trying to create.

Please advise me what additional information you may need to process this request. You may reach me by phone at 662.871.7366.

Sincerely,

A handwritten signature in black ink, appearing to read "Tiffany Franks", written over a large, stylized flourish that loops around the text.

Tiffany Franks  
Crave

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

The City of Tupelo Development Code and Official Zoning Map can be viewed online at <http://www.tupeloms.gov/development>  
 Tupelo City Hall 71 East Troy Street P O Box 1485 Tupelo Mississippi 38802 662-941-6510



SUBJECT PROPERTY

1 inch = 21 feet

IMAGE DATE: 2012

WARD: 3

HISTORIC DISTRICT: NO

FLOODZONE: NO

ZONING: MUD

APPLICANT: TIFFANY FRANKS

LOCATION: 207 COURT STREET

PARCEL: 089K-31-312-00



**REQUEST FOR  
 PRIVATE USE  
 OF  
 PUBLIC PROPERTY**