

TUPELO CITY COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 1, 2016
6:00 P.M.

INVOCATION: COUNCILMAN MARKEL WHITTINGTON
PLEDGE OF ALLEGIANCE: COUNCILMAN TRAVIS BEARD

CALL TO ORDER: PRESIDENT LYNN BRYAN

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 PROCLAMATION IN RECOGNITION OF
"PAY IT FORWARD WEEK"
- JS 4.5 PROCLAMATION IN RECOGNITION OF
"THE WEEK OF THE FAMILY"
- JS 4.6 PROCLAMATION IN RECOGNITION OF
"NATIVE AMERICAN HERITAGE MONTH"
- JS 4.7 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. **PUBLIC AGENDA**

5.1 **CITIZENS' HEARINGS**

- 5.1.A JAMES HULL, 1008 COOLIDGE ST., TUPELO, MS
- 5.1.B PASTOR HAROLD WILSON, 2202 ROSEWOOD ST.,
TUPELO, MS
- 5.1.C PETE SIMS, 5681 HILLRIDGE DR., BELDEN, MS
(INSIDE CITY LIMITS OF TUPELO)

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR SESSION.)

6. ACTION AGENDA

SH 6.1 REVIEW/ADOPT AMENDMENT TO CODE OF ORDINANCE REGARDING MOWING OF PRIVATE PROPERTIES DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE

7. ROUTINE AGENDA

7.1 REVIEW/APPROVE MINUTES OF REGULAR CITY COUNCIL MEETING OF TUESDAY, OCTOBER 18, 2016

KH 7.2 REVIEW/APPROVE/REJECT ADVERTISING AND PROMOTION EXPENSES

7.3 REVIEW/PAY BILLS

KH 7.4 REVIEW/APPROVE DAY-BRITE CHANGE ORDER

KH 7.5 REVIEW/APPROVE AMENDED ENGINEERING AGREEMENT FOR DAY-BRITE

KH 7.6 REVIEW/APPROVE MISSISSIPPI FORESTRY COMMISSION GRANT CONTRACT FOR AN URBAN FOREST CHALLENGE GRANT

CN 7.7 REVIEW/APPROVE MATCHING GRANT AGREEMENT BETWEEN MISSISSIPPI TRANSPORTATION COMMISSION, THE CITY OF TUPELO, MISSISSIPPI, AND THE TUPELO AIRPORT AUTHORITY

CW 7.8 REVIEW/APPROVE RESOLUTIONS AUTHORIZING TRANSFER OF (12) TREES FROM CITY OF TUPELO TO CITY OF LOUISVILLE, MISSISSIPPI

AF 7.9 REVIEW/APPROVE SOLE SOURCE PURCHASE FOR TUPELO PARKS & RECREATION DEPARTMENT

AF 7.10 REVIEW/ACCEPT DONATION OF FUNDS TO TUPELO PARKS & RECREATION DEPARTMENT FROM SUPER SAGLESS

- JS 7.11 REVIEW/APPROVE PROCLAMATION DECLARING
ADDITIONAL HOLIDAYS FOR CITY EMPLOYEES
- TH 7.12 REVIEW/ACCEPT MINUTES OF TUPELO COLISEUM
COMMISSION MEETING OF SEPTEMBER 12, 2016
- SH 7.13 REVIEW/RATIFY CONTRACT FOR RAMADA INN
ASBESTOS ABATEMENT PROJECT
- SH 7.14 REVIEW/ACCEPT MINUTES OF TUPELO MAJOR
THOROUGHFARE PROGRAM MEETING OF
SEPTEMBER 12, 2016
- SH 7.15 REVIEW/ACCEPT/RATIFY CONTRACT WITH
NEEL-SCHAFFER, INC. FOR MAIN STREET TRAFFIC
SIGNAL OPTIMIZATION STUDY
- JT 7.16 REVIEW/APPROVE LIST OF ITEMS TO BE DECLARED
SURPLUS BY TUPELO WATER & LIGHT DEPT.
- JT 7.17 REVIEW/AWARD/REJECT BID FOR TUPELO WATER
& LIGHT DEPARTMENT
- LB 7.18 REVIEW/APPROVE ORDER ESTABLISHING POLICY
FOR DISPLAY OF STATE FLAG AT CITY FACILITIES
- JS 7.19 REVIEW/APPROVE REQUEST FOR INTERNATIONAL
TRAVEL FOR MAYOR
- DL 7.20 REVIEW/APPROVE NATCHEZ TRACE TRAILS
EFLAP GRANT APPLICATION

8. STUDY AGENDA

(NO ITEMS)

9. EXECUTIVE SESSION

10. ADJOURNMENT

#4.4



*CITY OF TUPELO
Office of the Mayor
PROCLAMATION*

“Pay It Forward Week”

WHEREAS, the aim of the “Pay It Forward” concept is to promote community spirit through intentional acts of kindness; and

WHEREAS, the “Pay It Forward” novel, written by Catherine Ryan Hyde in 2000, has inspired the creation of a movie, a non-profit foundation, and a movement that has been vital in inspiring millions of good deeds all over the world; and

WHEREAS, “Pay It Forward Day” was created in 2007 in Australia to further the altruistic movement of goodwill; and

WHEREAS, “Pay It Forward Day” is a worldwide effort being supported by people in more than 65 countries; and

WHEREAS, “Pay It Forward Day” encourages people to do good deeds for others without asking for anything in return except for the recipients to “pay it forward” to others in need; and

WHEREAS, together we can make a difference by creating positive change in our community and world-one good deed at a time.

NOW, THEREFORE, I, Jason Shelton, as Mayor of the City of Tupelo in the state of Mississippi hereby proclaim the week of October 31, 2016 through November 6, 2016, as

“PAY IT FORWARD WEEK”

In Tupelo MS and present, Kenzie Dixon, Jeffrey Robinson and Jackson Bridges with this official Proclamation. I urge all citizens to observe this day with activities and acts of kindness that demonstrate and celebrate selfless giving

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Tupelo, MS to be affixed this the 24th day of October, 2016.

JASON L. SHELTON, Mayor

Attest:

KIM HANNA, CFO/City Clerk

#4.5



City of Tupelo
Office of the Mayor
The Week of the Family
PROCLAMATION

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

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

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

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

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

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

NOW THEREFORE, I, Jason L. Shelton, Mayor of Tupelo, Mississippi, do hereby proclaim November 7-13, 2016 as

THE WEEK OF THE FAMILY

in Tupelo, Mississippi, and invite all citizens to share in the many festivities prepared for the occasion.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Tupelo, MS to be affixed this the 1st day of November, 2016.

ATTEST:

Jason L. Shelton
Mayor

Kim Hanna, City Clerk

4,6



Office of the Mayor
City of Tupelo Mayor's
**Native American Heritage Month
PROCLAMATION**

WHEREAS, November is Native American Heritage Month when the National Society Daughters of the American Revolution will be recognizing this observance; and

WHEREAS, the Chickasaw Nation has been closely connected to the Mary Stuart Chapter, National Society Daughters of the American Revolution by way of living in the Tupelo area in various settlements, with the largest being Olde Towne; and

WHEREAS, the name of the Daughters of the American Revolution Chapter, National Society Daughters of the American Revolution, located in Tupelo, Mississippi, is Mary Stuart Chapter, named for the daughter of Father Stuart, Presbyterian missionary to the Chickasaw Indians; and

WHEREAS, Mary Stuart was the first teacher in Tupelo, teaching the Chickasaw Native American young ladies, as well as the Tupelo young ladies in the front room of her home; and

WHEREAS, the Mary Stuart Chapter along with the City of Tupelo is working with the Chickasaw Nation in historical, cultural, and preservation projects.

NOW THEREFORE, I, Jason L. Shelton, Mayor of Tupelo, Mississippi, do hereby proclaim the month of November 2016 as

NATIVE AMERICAN HERITAGE MONTH

In Tupelo, Mississippi, and encourage all citizens to recognize the Native American's; and especially, the Chickasaws in our area, for sharing their history, culture, and preservation with future generations.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Tupelo to be affixed this 1st day of November 2016.

ATTEST:

Kim Hanna, City Clerk

Alice Jennings, Mary Stuart Chapter MSSDAR

Susie Dent, Mary Stuart Chapter MSSDAR
Chairman Native American Committee

Jason L. Shelton
Mayor

S. 1. A

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

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

Name James Hull Phone #: 662-213-3027
Street 1008 Coolidge St
City, state, zip: Tupelo, MS 38801

BUSINESS OWNER:
Name of Business: _____

PROPERTY OWNER:
Address: _____

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:
I would like to address the council to give feedback and comment on the six working groups.

SIGNATURE: JLH (sig)

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

5.1.13

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

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

Name Pastor HAROLD Wilson Phone #: 523-6159
Street 2202 ROSEWOOD ST
City, state, zip: Tupelo, MS

BUSINESS OWNER:

Name of Business: _____

PROPERTY OWNER:

Address: _____

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:

TO Appeal to the City Council on the
behalf of the CCPL + FULL GOSPEL BAPTIST
Churchs of MS to continue to be transparent,
invite Public Input + build trust within the Community

SIGNATURE Harold B. Wilson

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

#5.1.C

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

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

Name Pete Sims Phone #: 205-6586
Street 5681 Hillridge Dr
City, state, zip: Belden, MS 38826

BUSINESS OWNER:

Name of Business: _____

PROPERTY OWNER:

Address: _____

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:

Police Advisory Board

SIGNATURE: Pete Sims

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

#6.1

AN ORDINANCE OF THE CITY OF TUPELO, MISSISSIPPI, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TUPELO BY AMENDING CHAPTER 7, 13 AND 28 REGARDING THE MOWING OF PRIVATE PROPERTIES DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI:

SECTION 1: The Code of Ordinances of the City of Tupelo, Mississippi is hereby amended by amending Section 302.4 of the International Property Maintenance Code of 2006 as adopted by Code of Ordinances Chapter 7, Article V to read as follows:

Section 302.4 Weeds: All premises and exterior property shall be maintained free from weeds or plant growth ~~in excess of five (5) inches, except for lots in platted subdivisions which adjoin lots containing occupied dwellings, as provided in Section 13-16.2 below.~~ All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

SECTION 2: That the Code of Ordinances Chapter 13, Health and Sanitation, Article II, Grass and Weeds shall be amended by adding the following sub-sections to read as follows:

Sec. 13-16.1 – Height Requirement: All premises and exterior property shall be maintained free from weeds or plant growth in excess of ~~five (5)~~ inches.

Sec. 13-16.2 – ~~Undeveloped Lots within Subdivisions:~~ ~~Undeveloped lots within platted subdivisions which abut or adjoin lots containing occupied dwellings shall be maintained free from weeds or plant growth in excess of nine (9) inches.~~

SECTION 3: That the Code of Ordinances Chapter 13, Health and Sanitation, Article II, Section 13-18, Paragraph 3, Grass and Weeds shall be amended to read as follows:

Sec. 13-18 – Hearing; Penalty:

In the event the owner refuses to mow or clean the property within ten (10) days as ordered by the City Council, the City may proceed to mow and/or clean the property. Thereafter, the City Council may, at its next regular meeting, by resolution, adjudicate the actual cost of cleaning the property and may impose a penalty of **five hundred dollars (\$500.00) or fifty percent (50%)** of such actual cost, whichever is more.

SECTION 4: That the Code of Ordinances Chapter 13, Health and Sanitation, Article II, Section 13-18, Paragraph 5, Grass and Weeds shall be amended to read as follows:

The action herein authorized shall not be undertaken against any one (1) parcel of property more than five (5) times in any one (1) calendar year and the expense of cleaning said property shall not exceed an aggregate amount of **twenty thousand dollars (\$20,000)** per year, or the fair market value of the property subsequent to cleaning, whichever is less.

SECTION 5: That the Code of Ordinances Chapter 13, Health and Sanitation, Article II, Section 13-23, Grass and Weeds shall be amended to read as follows:

Sec. 13-23 – Administrator: The City of Tupelo Department ~~of Development Services~~ shall serve as the administrator of this article in cooperation with the City of Tupelo Police Department and the City of Tupelo Public Works Department.

SECTION 6: The Code of Ordinances Chapter 28, Article 1, Section 28-13 (c) shall be amended to read as follows:

Section 28-13 – Abatement: *Statement of abatement expenses.* The ~~Development Services Director~~ or designee, when so directed by the designated hearing officer to abate a violation of this enforcement code, shall prepare a verified statement and accounting of all expenses incurred by the City and file such verified statement and accounting with the designated hearing officer. The verified statement and accounting shall include the actual cost of such removal or abatement together with the imposed penalty of five hundred dollars (\$500.00) or fifty percent (50%) of the actual cleaning cost, whichever is more, and the cost of recording liens and releases thereof.

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

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

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

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

CITY OF TUPELO, MISSISSIPPI

By: _____
LYNN BRYAN, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

7.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers in the City Hall Building on Tuesday, October 4, 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 Rev. Matthew Powell, Senior Pastor of First Baptist Church, who was introduced by Councilman Mike Bryan. Councilman Buddy Palmer then led the Pledge of Allegiance.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Lynn Bryan 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 Councilman Whittington, seconded by Councilman M. Bryan, 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

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

No City of Tupelo employees were present for recognition.

IN THE MATTER OF PUBLIC RECOGNITIONS

Mayor Shelton gave special recognition to Allen McDaniel and those associated with the "Blue Suede Cruise" event, including Neal McCoy, Director of the Tupelo Convention and Visitors Bureau. This is an annual event that has grown over the years and has become not just a premier event in the city...it is an event that brings in approximately 1,000 cars as well as thousands of people. Besides helping with the quality of life here in Tupelo, it also brings economic benefits of having that many people coming into the city. The Governor of Mississippi has placed significant recognition in state-wide tourism across the State, and this year at the Mississippi Governor's Conference on Tourism, the winner of the "Small Festival Event of the Year" award for the State of Mississippi was the "Blue Suede Cruise".

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

IN THE MATTER OF PROCLAMATION IN RECOGNITION OF “DYSLEXIA AWARENESS MONTH”

Mayor Shelton presented a proclamation to Elizabeth Armour and her small daughter Mia in recognition of “Dyslexia Awareness Month” during the month of October 2016. Dyslexia is the most common learning disability in the United States according to the National Institute of Health with approximately one in five persons experiencing some form of its symptoms. Those children who are identified early and provided with effective and proven instruction will have fewer difficulties learning to read at their grade level than those who are identified later in life. Parents and educators of students with dyslexia who struggle to overcome the disability across Mississippi and the Nation have come together to advocate for reform to support their children.

IN THE MATTER OF MAYOR’S REPORT

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

... Mayor Shelton and several City Council Members had attended the Mississippi Municipal League Small Town Conference recently in Natchez, Mississippi. Several were able to tour the transportation facilities in operation in that city. He stated it was a very learning experience to see how they handle both local and regional transportation.

... The Octoberfest was held at Farmers’ Market location on last Thursday night.

... The Susan Komen Breast Cancer Awareness Race will be held Saturday, October 22, 2016, beginning at Fairpark. Thousands will be participating in that event in downtown Tupelo.

... The City of Tupelo’s softball tournament will begin Saturday, October 22, at 9:00 a.m. This event is a fund-raiser for The United Way and will be held at Veterans Park.

... The 71st Anniversary of Johnnie’s Drive-in was observed this past Monday, and Mayor Shelton offered that establishment his congratulations.

... Mayor Shelton extended congratulations, also, to the Tupelo High School football team. They are off to a fantastic start so far with an 8 – 0 season. They are hoping to bring home another State title. As a side note, the Mayor stated that while there are some Ole Miss fans on the City Council plus his fellow Mississippi State fans, he wanted to include in the Minutes that Mississippi State’s own Dak Prescott (now with the Dallas Cowboys) had broken Tom Brady’s all-time record!

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

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

5. PUBLIC AGENDA

5.1 CITIZEN'S HEARINGS

**5.1.A IN REGARD TO BUSINESS LOCATED IN
RESIDENTIAL NEIGHBORHOOD –
MR. DON BOREL**

Mr. Borel addressed the City Council concerning this matter which will appear as an item in the Planning Committee minutes. The Council will address this issue at that time later on in the meeting.

(President Bryan closed the Public Agenda and the City Council returned to the regular session.)

6. ACTION AGENDA

(No items.)

7. ROUTINE AGENDA

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

Upon a motion by Councilman Beard, seconded by Councilman Whittington, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, October 4, 2016.

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

Chief Financial Officer Kim Hanna had submitted a request to the City Council 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.

Upon a motion by Councilman Whittington, seconded by Councilwoman Davis, the council voted unanimously to approve the listing as submitted. A copy of the same is attached to and made a part of these minutes as **APPENDIX A.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

IN THE MATTER OF REVIEW/PAY BILLS

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

Check Nos. 329766 through 330170 (Pool Cash Fund)
Electronic transfers as shown on the face of the docket.
Invoices as shown on the face of the docket.
Requests made by AFLAC to reimburse employees under Flex-One Plan
as shown on the face of the docket.

IN THE MATTER OF REVIEW/RATIFY CONTRACT FOR SALE OF REAL ESTATE (814 RIAL DRIVE)

At the October 4, 2016, regular City Council meeting, the City Council had approved a resolution declaring real property located at 814 Rial Drive as surplus and authorizing the Mayor of the City of Tupelo to enter into a Contract of Sale to convey the property on the terms and purposes set forth in the Resolution. The Contract for Sale of Real Estate is before the City Council at tonight's meeting for ratification. Under the terms of said contract, the City of Tupelo agrees to sell to W & D No. 1, LLC, the property located at 814 Rial Drive for the purchase price of \$90,000.00. Upon a motion by Councilman Palmer, seconded by Councilman M. Bryan, the council voted unanimously to ratify this contract, an executed copy of the document being attached to these minutes and incorporated herein as **APPENDIX B.**

IN THE MATTER OF REVIEW/RATIFY CONTRACT FOR SALE OF REAL ESTATE (320 COURT STREET)

At the August 19, 2014, regular City Council meeting, the City Council had approved a resolution declaring real property located at 320 Court Drive as surplus and authorizing the Mayor of the City of Tupelo to enter into a Contract of Sale to convey the property on the terms and purposes set forth in the Resolution. Two appraisals had been obtained by the City of Tupelo and the prospective purchaser, DEX, LLC, both being in the amount of \$180,000.00. The Contract for Real Estate Sale Agreement is before the City Council at tonight's meeting for ratification. Under the terms of the agreement, the City of Tupelo agrees to sell to DEX, LLC, the property located at 320 Court Street for the purchase price of \$180,000.00. Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to ratify this contract, an executed copy of the Agreement being attached to these minutes and made a part hereof as **APPENDIX C.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

**IN THE MATTER OF REVIEW/APPROVE LIST OF SPECIAL POLICE
DETAIL**

Police Chief Bart Aguirre had submitted a listing of Tupelo Police Officers who have expressed a desire to help with security and deterrent at the BancorpSouth Arena when they are not on official duty for the city. The request is to allow these officers to wear police uniform and to have proper city-issued equipment while performing this work at the arena. Liability and the fee for the officers' details will come from the BancorpSouth Arena.

Upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously to approve this request to allow the officers to perform these duties as outlined in the above paragraph. A copy of Chief Aguirre's memorandum dated October 11, 2016, listing these officers is attached to these minutes as **APPENDIX D.**

**IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR RAMADA INN
ASBESTOS ABATEMENT PROJECT**

This item had been tabled at the October 4, 2016, regular City Council. Councilman Whittington moved to bring the matter off the table; the motion was seconded by Councilman Palmer and unanimously approved by a vote of the council.

City Engineer John Crawley submitted a memorandum dated September 29, 2016, to the City Council regarding this project. On Thursday, September 22, 2016, bids were opened in council chambers, four (4) bids being received and read aloud. A tabulation of the bids was attached to the memorandum. Specialty Abatement Services, Inc. from Memphis, Tennessee, was the apparent low bidder at a price of \$167,700.00. However, this company did not submit a bid bond with their package and, therefore, did not meet specifications. Upon advice of City Attorney Ben Logan, Mr. Crawley is recommending that the project be awarded to Gulf Services Contracting, Inc. of Mobile, Alabama, for the price of \$209,605.00, the next lowest bid.

Upon a motion by Councilman Whittington, seconded by Councilwoman Davis, the council voted unanimously to award the bid for the Ramada Inn Asbestos Abatement Project to Gulf Services Contracting, Inc. of Mobile, Alabama. Even though this bid is not the lowest bid received, it is the best bid due to the low bidder not meeting specifications for the project.

A copy of the bid tabulation is attached to these minutes and made a part hereof as **APPENDIX E.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

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

Upon a motion by Councilman Beard, seconded by Councilman Palmer, the council voted unanimously to accept the minutes of the Tupelo Major Thoroughfare Program meeting of August 8, 2016, a copy being attached hereto as **APPENDIX F.**

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

Councilman M. Bryan moved to accept the minutes of the Planning Committee meeting of October 3, 2016; the motion was seconded by Councilman Whittington and unanimously approved by a vote of the council. A copy is attached to these minutes as **APPENDIX G.**

IN THE MATTER OF REVIEW/ACCEPT MINUTES OF HISTORIC PRESERVATION COMMISSION MEETINGS

Upon a motion by Councilwoman Davis and a second by Councilman Jennings, the council voted unanimously to accept the minutes of the Historic Preservation Commission meetings of July 14, 2016, and August 11, 2016. Copies of each are attached to these minutes as **APPENDIX H.**

IN THE MATTER OF REVIEW/APPROVE NOMINATION TO HISTORIC PRESERVATION COMMISSION

The Historic Preservation Commission had approved the application of Shelley Johnstone for appointment to the Commission at their last meeting. Her nomination had been submitted to the City Council for acceptance. Mayor Shelton stated he had reviewed her impressive resume and concurred with the Commission's decision.

Upon a motion by Councilman Palmer, seconded by Councilwoman Davis, the council voted unanimously to approve the appointment of Shelley Johnstone to the Historic Preservation Commission. A copy of her resume is attached hereto and made a part of these minutes as **APPENDIX I.**

IN THE MATTER OF REVIEW/APPROVE REQUEST FOR DONATION OF LEAVE TO WATER & LIGHT DEPARTMENT EMPLOYEE

Johnny Timmons, Manager of the Tupelo Water & Light Department, had submitted a request to the Mayor and City Council that employees of that Department be allowed to donate vacation/sick leave time to employee Jason Evans who is ill and unable

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

to return to work at this time. Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to approve this request to allow employees to donate leave to Mr. Evans.

IN THE MATTER OF REVIEW/REJECT BID FOR REBUILD OF DIGGER DERRICK TRUCK FOR TUPELO WATER & LIGHT DEPARTMENT

Johnny Timmons, Manager of the Tupelo Water & Light Department, had submitted a request to Mayor Shelton and the City Council in reference to Bid No. 1430WL to rebuild a digger derrick truck (TW&L Unit 29). Bids were opened on October 5, 2016, with two (2) bids received. According to Mr. Timmons, both bids are out of budget and he requests that the bid be rejected and rebid at a later date.

Upon a motion by Councilman Jennings, seconded by Councilman Palmer, the council voted unanimously to approve this request and reject Bid No. 1430WL for a rebuild to a digger derrick truck and rebid as soon as possible.

IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR SRF FY 14 SEWER SYSTEM IMPROVEMENTS – AREA 5 B – FOR TUPELO WATER AND LIGHT DEPARTMENT

Upon a motion by Councilman Whittington and a second by Councilman M. Bryan, the council voted unanimously to award the following bid upon the recommendation of Johnny Timmons, Manager of the Tupelo Water and Light Department:

Bid No. 1427WL – SRF FY 14 Sewer System Improvements – Area 5B
Lowest and Best Bid: Argo Construction Company \$2,119,614.35

Cook Coggin Engineers recommended this award as well. A copy of the bid package is attached to these minutes as **APPENDIX J.**

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

Upon a motion by Councilman Whittington, seconded by Councilman Palmer, the council voted unanimously to award the following bids upon the recommendation of Johnny Timmons, Manager of the Tupelo Water and Light Department:

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

Bid No. 1429WL Backhoe/Loader to the low qualified bid in the amount of \$98,168.68 submitted by Thompson Machinery with the following explanations:

The bids submitted by Briggs Equipment did not meet the required following specifications:

JCB, Model 3CX 14HFCA:

1. Does not meet the minimum Hp specs: required 105 Hp; bid 101 Hp.
2. Does not meet the minimum weight: required 19,500 lbs. bid 16,977 lbs.
3. Does not meet the minimum digging force: required 14,228 lbs.; bid 13,730 lbs.
4. Does not meet the minimum stick digging force: required 9,781 lbs; bid 8,065 lbs.

JCB, Model 3CS 15HFCA:

1. Does not meet the minimum Hp specs: required 105 Hp; bid 101 Hp.
2. Does not meet the minimum weight: required 19,500 lbs; bid 18,225 lbs.

Bid No. 1431WSL Sources of Supply (Minor Water/Sewer Construction/Rehab) to the low qualified bids as indicated on the attached bid tabulation (awarded by section.)

A copy of each of the above bid packages is attached to these minutes and incorporated herein as **APPENDIX K.**

IN THE MATTER OF REVIEW/APPROVE TRANSFER OF UNCLAIMED WATER AND LIGHT DEPOSITS TO MISSISSIPPI STATE TREASURER

Chief Financial Officer Kim Hanna had submitted a memorandum dated October 18, 2016, to the Mayor and City Council regarding Unclaimed Property. The City of Tupelo under the Unclaimed Property Act is required to report to the State Treasurer any funds or securities that have remained unclaimed for five years. Ms. Hanna had submitted a list of all funds that meet the criteria of unclaimed property and asked for approval to forward these funds to the Mississippi State Treasurer.

Upon a motion by Councilman Beard, seconded by Councilman Palmer, the council voted unanimously to approve the Unclaimed Property list and authorize the funds to be sent to the State Treasurer. A copy of the list is attached to these minutes and included herein as **APPENDIX L.**

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

IN THE MATTER OF REVIEW/ACCEPT DONATION FROM
NEIGHBORHOOD DEVELOPMENT CORPORATION OF 350 FRISCO ALLEY

The Neighborhood Development Corporation has donated property located at 350 Frisco Alley to the City of Tupelo. Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to accept this donation of property as described on the legal description attached to these minutes as **APPENDIX M.**

IN THE MATTER OF REVIEW/AWARD/REJECT PUBLIC WORKS
DEPARTMENT BIDS

Chuck Williams, Director of the Tupelo Public Works Department, had submitted a list of bids to the Mayor and City Council for their consideration. The City Council addressed the bids on an individual basis as follows:

1432PW Rubber Tire Excavator
Recommendation: Thompson Machinery \$213,448.92
(Note: Even though this was not the lowest bid, it was the best bid due to the fact the low bid did not meet the specifications of the bid.)

Upon a motion by Councilman Beard and seconded by Councilman Whittington, the council voted unanimously to award this bid to Thompson Machinery as the lowest and best bid.

1433PW General Freight Regional Haul Truck with Day Cab
Recommendation: TAG Truck Center \$94,850.00

Upon a motion by Councilman M. Bryan and seconded by Councilwoman Davis, the council voted unanimously to award this bid to TAG Truck Center as the lowest and best bid.

1434PW Construction Dump Truck
Recommendation: TAG Truck Center \$91,300.00

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to award this bid to TAG Truck Center as the lowest and best bid.

1435PW Construction Dump Truck with Shuttle Bed
Recommendation: Summit Truck Group \$79,963.00

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
OCTOBER 18, 2016

Upon a motion by Councilman M. Bryan, seconded by Councilwoman Davis, the council voted unanimously to award this bid to Summit Truck Group as the lowest and best bid.

Copies of bid packages for the above referenced bids are attached to these minutes and incorporated herein as **APPENDIX N.**

8. STUDY AGENDA

IN THE MATTER OF REVIEW/DISCUSS AMENDMENT TO CODE OF ORDINANCES REGARDING MOWING OF PRIVATE PROPERTIES DETERMINED TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE.

This item will be moved to the next agenda.

9. EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION

Upon a motion by Councilwoman Davis and a second by Councilman Palmer, the council voted unanimously on advice of City Attorney Logan to close the regular meeting and go into executive session to discuss a personnel issue.

Upon a motion by Councilwoman Davis, seconded by Councilman Palmer, the council voted unanimously to come out of executive session and return to the regular meeting with no action to be taken in open session.

10. ADJOURNMENT

There being no further business to come before the City Council, upon a motion by Councilman Whittington, seconded by Councilwoman Davis, the council voted unanimously to adjourn the regular council meeting at 7:10 p.m.

ATTEST:

CLERK OF THE COUNCIL

PRESIDENT

APPROVED:

MAYOR

7.2

Finance Department

To: Mayor & City Council
From: Kim Hanna
Date: November 1, 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.

Weaterall's Printing-\$1,932 (2017 Splash Brochures for the Aquatics Facility)

Weatherall's Printing-\$2,200 (2017 Leisure Service Guides for Parks & Rec)

Daily Journal-\$130 (Ad for Young Advertisers)

Tupelo Police Athletic League-\$2,000 (Real Men Stand Up Event)

I-heart Radio-\$2,678 (Aquatic Center radio campaign)

Carbon Brothers-\$7,178 (Police Department promotional video)

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

1.4

Memo

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

From: Terri Blissard

Date: October 27, 2016

Re: Daybrite Change Order #1

I would like to request your approval of the attached change order for the Daybrite roofing project, which is funded by a Community Development Block Grant from the Mississippi Development Authority. This change order expands the scope of the project to include an additional 22,000 square feet of new roof and provides a time extension of 45 days.

Most of the additional cost is covered under the original grant, and Daybrite has agreed to contribute \$35,000 to finish out the project, so there will be no cost to the City for this work.

Please let me know if you have any questions.

Date of Issuance: November 1, 2016	Effective Date: November 1, 2016
Owner: City of Tupelo	Owner's Contract No.: 1392COT
Contractor: Medford Roofing	Contractor's Project No.:
Engineer: Cook Coggin Engineers, Inc.	Engineer's Project No.: CCE 3-09198-15L
Project: Philips Day-Brite Building Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

It is proposed to add an additional area of roof totaling approximately 22,000 square feet. The base price for the work to be performed according to the same standards as the original contract is \$240,000.00. The remaining funds in the budget of \$5,384.88 are requested to be used as needed on decking repair or other latent conditions. Existing unit prices will be utilized as applicable for latent conditions.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 654,813.12</u>	Original Contract Times: 210 days Substantial Completion: <u>November 12, 2016</u> Ready for Final Payment: <u>November 12, 2016</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: <u>\$ NA</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 654,813.12</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 12, 2016</u> Ready for Final Payment: <u>November 12, 2016</u> days or dates
[Increase] of this Change Order: <u>\$ 245,384.88</u>	[Increase] of this Change Order: Substantial Completion: <u>December 27, 2016</u> Ready for Final Payment: <u>December 27, 2016</u> days or dates
Contract Price incorporating this Change Order: <u>\$ 900,198.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 27, 2016</u> Ready for Final Payment: <u>December 27, 2016</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

#1.5

Memo

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

From: Terri Blissard

Date: October 27, 2016

Re: Amended Engineering Services Agreement

Please find attached an amended engineering agreement between the City and Cook Coggin Engineers. This agreement reflects changes necessitated by the expanded scope of the Daybrite roofing project, as described in Daybrite Change Order #1.

This is EXHIBIT K, consisting of 2 pages, references to and becomes part of the Agreement between Owner and Engineer for Professional Services dated 10/8/2015.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: November 1, 2016

Effective Date of Owner-Engineer Agreement: **August 4, 2015**

Owner: **CITY OF TUPELO**

Engineer: **COOK COGGIN ENGINEERS, INC.**

Project: **PHILIPS DAY-BRITE BUILDING IMPROVEMENTS (CDBG Project No. 1131-14-366-Ed-01)**

Nature of Amendment:

Additional Services to be performed by Engineer

Description of Modifications:

Cook Coggin will perform the necessary investigation, testing, planning, design and construction services for an additional area of roof not included in the original scope of the project. The additional roof area is approximately 22,000 square feet.

Additional testing for asbestos and decking strength (pull tests) was also necessary on the existing project that was not included in the original agreement. Asbestos testing was also required on the additional area.

The additional fees are as follows:

Additional planning, design, construction services (10% of Construction) = \$24,000

Testing (asbestos testing and decking pull tests, no markup) = \$11,320

Agreement Summary:

Original agreement amount:	\$ <u>55,585</u>
Net change for prior amendments:	\$ <u>NA</u>
This amendment amount:	\$ <u>35,320</u>
Adjusted Agreement amount:	\$ <u>90,905</u>

Change in time for services (days or date, as applicable): Add 45 days

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

CITY OF TUPELO

COOK COGGIN ENGINEERS, INC.

By:

Print JASON SHELTON

name: _____

By:

Print JESS WIYGUL

name: _____

Title:

MAYOR

Title:

PROJECT ENGINEER

Date Signed: _____

Date Signed: _____

1.6

Memo

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

From: Terri Blissard *TB*

Date: October 26, 2016

Re: Mississippi Forestry Commission Grant

Please find attached a grant contract from the Mississippi Forestry Commission for a \$5,500 Urban Forest Challenge Grant, which will be used to purchase a three-year subscription to a web-based tree inventory management system for Public Works.

This web app is already in use at Public Works and has proven to be so effective that the department would like to continue to utilize it as part of the tree management program developed in response to the 2014 tornado.

The grant requires a one-to-one match (cash or in-kind), which Public Works will meet by planting trees in City rights-of-way.

I would like to request your approval of this grant.

**Contract for Grant Implementation of Urban Forest Challenge Grant:
Mississippi Forestry Commission –USDA Forest Service Grant ID # 16-DG-11083128-001**

1. **Parties.** The parties to this contract are the Mississippi Forestry Commission, hereinafter referred to as the "Agency" and the City of Tupelo, MS, hereinafter referred to as the "Contractor."
2. **Purpose.** The purpose of this contract is for the Agency to engage the Contractor to implement the awarded grant, ***URBAN FOREST CHALLENGE GRANT (Urban Tree Canopy Inventory and Software Purchase), MISSISSIPPI FORESTRY COMMISSION FY 2016***

The goal of this project is to continue with the citywide GIS-based urban forest assessment and management using Plan-It Geo's Tree Plotter Software. This will allow for the purchase of a 3-year subscription to Tree Plotter software that will allow the city to further develop their tree inventory and begin assessing established trees while noting potential planting areas citywide. The city will use the data collected from the inventory to aid in implementing the 9-year planting plan which was developed in response to the 2014 tornado.

3. **Scope of Services.** The Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "A," captioned "Scope of Services," which is attached hereto and made a part hereof by reference.
4. **General Terms and Conditions.** This contract is hereby made subject to the terms and conditions included in Exhibit "B," captioned "Additional Terms and Conditions," which is attached hereto and made a part hereof by reference.
5. **Consideration.** As consideration for the performance of the services referenced in Exhibit "A," the Agency agrees to compensate the Contractor as provided in Exhibit "C," captioned "Compensation," which is attached hereto and made a part hereof by reference.
6. **Period of Performance.** This contract will become effective for the period beginning October 1, 2016 and ending on September 30, 2017, upon the approval and signature of the parties hereto. The agency has the option to renew the contract as long as the period of performance is within the Contractor's two-year preapproved term as set by PSCRB IFB 01-2012. All work to be performed and paid for under this contract must be completed by September 15, 2017.
7. **Method of Payment.** The Contractor agrees to accept payments referenced in Paragraph 5, "Consideration," to be paid as billed by the Contractor. The Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than September 15, 2017. The Contractor is classified as an independent Contractor and not a contractual employee of the Agency. As such, any compensation due and payable to the Contractor will be paid as gross amounts.
8. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local laws and regulations.

9. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
10. Representation Regarding Contingent Fees. The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid.
11. Representation Regarding Gratuities. The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.
12. Compliance with Laws. The Contractor understands that the Mississippi Forestry Commission is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. Stop Work Order.
 - a. *Order to Stop Work:* The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract, if applicable.

- b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
 - i. the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - ii. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- c. *Termination of Stopped Work:* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

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

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

- a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

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

16. Procurement Regulations. This contract shall be governed by the applicable provisions of the *Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS 39201, for inspection, or may be found at <http://www.mspb.ms.gov>.
17. Requirements contract. During the period of the contract, the Contractor shall provide all the service described in the contract. The Contractor understands and agrees that this is a requirements contract and that the Agency shall have no obligation to the Contractor if no services are required.

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

DATE

By: _____

Jason Shelton, City of Tupelo
TAX IDENTIFICATION NUMBER:

64-6001140

REMIT TO ADDRESS:

City of Tupelo

Attention: Terri Blissard

Post Office Box 1485

Tupelo, MS 38802-1485

662-841-6565

terri.blissard@tupeloms.gov

DATE

By: _____

Mr. Charlie Morgan
State Forester

Mississippi Forestry Commission

660 North Street, Suite 300

Jackson, Mississippi 39202

(601) 359-1386 Main Phone

(601) 359-1349 fax

EXHIBIT "A"

SCOPE OF SERVICES

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

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

A. Objectives:

1. To continue with the citywide GIS-based urban forest assessment and management using Plan-It Geo's Tree Plotter software.
2. To gather data to prioritize tree planting plans and setup/conduct hazardous tree risk assessments.
3. To solidify "next steps" based on solid data to enhance reforestation and management efforts.
4. To map/inventory tree plantings for tracking/maintenance purposes as well as ownership (public/private) disputes.
5. To utilize data to map and plant a minimum of 20 trees in City rights-of-way to continue restoring the City's tree canopy and to match funds granted by MFC.

B. Project Methods:

1. Continue to update the City's tree inventory, including damaged/diseased trees requiring either removal or frequent assessments.
2. Identify and update target areas by ward and neighborhood as well as by topographical characteristics and public versus private property.
3. Identify planting opportunities in the street rights-of-way, other public properties, and in major interchanges, intersection and neighborhoods.
4. Integrate planting strategies to compliment the Tupelo 2025 Plan, Comprehensive Plan, and Ped/Bike Plan where feasible.
5. Plant a minimum of twenty trees from the City's tree farm during the project period. Valued at \$275 per tree (based on local nursery prices for the same sizes and species), this is an in-kind contribution valued at \$5,500.

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

D. Final Products and Accomplishment:

Measurable Accomplishments and Products:

1. Purchase of 3-year subscription to Tree Plotter software from Plan-It Geo.
2. Continuation of the city-wide tree canopy inventory and assessment.

3. Planting a minimum of twenty 3.5"-caliper trees in city right-of-way, particularly in areas hardest hit by the 2014 tornado.
4. Continued long-term forestry planning using mapping and assessment developed with Tree Plotter.

E. Outreach:

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

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

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

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

5. Contract Deliverables:

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

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

6. Safety

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

7. Insurance

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

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

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

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

1. Anti-assignment/subcontracting. The Contractor acknowledges that it was selected by the Agency to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the Agency, which the Agency may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Agency of any subcontract shall be deemed in any way to provide for the incurrence of any obligation by the Agency in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Agency may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
2. Attorneys' fees and expenses. Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligation under this agreement, the Contractor shall pay to the Agency all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the Agency in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the Agency be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
3. Authority to contract. The Contractor warrants:(a)that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d)notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
4. Confidential information. "Confidential Information" shall mean: (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Agency and any other information designated in writing as confidential by the Agency. Each party to this agreement agrees to the following: (a) to protect all confidential information provided by one party to the other; (b) to treat all such

confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; (c) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and, (d) to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.

5. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Mississippi Forestry Commission is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, *et seq.* If a public records request is made for any information provided to the Agency pursuant to the agreement, the Agency shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.
6. Contractor personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Agency reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no additional cost to the Agency. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.
7. Debarment and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the Agency or any political subdivision of the Agency or the State of Mississippi; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
8. Disclosure of confidential information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent

mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, *et seq.*

9. Exceptions to confidential information. The Contractor and the Agency shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the Agency or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.
10. Errors in extension. If the unit price and the extension price are at variance, the unit price shall prevail.
11. Failure to deliver. In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.
12. Failure to enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
13. Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the Agency a release of all claims against the Agency arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the Agency's claims against the Contractor under this contract.
14. Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, and governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the Agency immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall

automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Agency determines it to be in its best interest to terminate the agreement.

15. HIPAA compliance. The Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
16. Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Agency's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Agency. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Agency shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the Agency's concurrence, which the Agency shall not unreasonably withhold.
17. Independent Contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the Agency. Nothing contained herein shall be deemed or construed by the Agency, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Agency and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Agency or the Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the Agency and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Agency or the State of Mississippi. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the Agency and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.

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

18. Integrated agreement/merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the

Agency and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the Agency or the Contractor on the basis of draftsmanship or preparation hereof.

19. Modification or renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes to this agreement necessary.
20. No limitation of liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
21. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

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

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

22. Non solicitation of employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the Agency and the Contractor.
23. Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by the Contractor.
24. Ownership of documents and work papers. The Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for the Contractor's internal administrative

and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the Agency upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the Agency and subject to any copyright protections.

25. Priority. The contract consists of this agreement with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by reference to this agreement with exhibits. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
26. Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
27. Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the Agency or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
28. Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the Agency, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of the Contractor.
29. Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi Office of the State Auditor, its designees, or other authorized bodies.

30. Right to inspect facility. The Agency may, at reasonable times, inspect the place of business of the Contractor or any subcontractor which is related to the performance of any contract awarded by the Agency.
31. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
32. State property. The Contractor will be responsible for the proper custody and care of any state-owned property furnished for the Contractor's use in connection with the performance of this agreement. The Contractor will reimburse the Agency or State of Mississippi for any loss or damage, normal wear and tear excepted.
33. Termination for convenience clause.
- a. *Termination.* The Agency may, when the interests of the state so require, terminate this contract in whole or in part, for the convenience of the state. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Mississippi. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
34. Termination for default clause.
- a. *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this Contractor any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Agency, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State of Mississippi has an interest.
 - c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The Agency or State of Mississippi may withhold from amounts due the Contractor such sums as the Agency deems to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders and to reimburse the State of Mississippi for the excess costs incurred in procuring similar goods and services.
 - d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Agency within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Mississippi and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the Agency under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).
 - e. *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the Agency, be the same as if the notice of termination had been issued pursuant to such clause.
 - f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
35. Termination upon bankruptcy. This contract may be terminated in whole or in part by the Agency upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work

performed under this contract, but in no case shall said compensation exceed the total contract price.

36. Third party action notification. The Contractor shall give the Agency prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this agreement.
37. Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
38. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

EXHIBIT "C"

COMPENSATION

This contract shall not exceed \$5,500. Payments will be made within 45 days after all documentation has been provided by contractor.

Item

1. Contract GIS-based Urban Tree Canopy Assessment with purchase of 3-year Inventory Software subscription.	\$5,500.00
<hr/>	
Total:	\$5,500.00

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

2.7

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0070-041-2016
Tupelo Regional Airport**

PART I - OFFER

TO: City of Tupelo, Mississippi and Tupelo Airport Authority
(hereinafter referred to as the RECIPIENT)

FROM: The MISSISSIPPI TRANSPORTATION COMMISSION
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Tupelo Regional Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 23, 2016 for Airport Improvement Project No. 3-28-0070-041-2016 (hereinafter referred to as Project) consisting of the following:

"Rehabilitate (mill and overlay) Taxiway A and spot repair runway."

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$25,775**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, two and one-half percent (2-1/2%) of the final Project costs.
 - b. carry out and complete the project **by December 30, 2019**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2016.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Melinda L. McGrath, PE

PART II - ACCEPTANCE

The City of Tupelo, Mississippi does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2016.

City of Tupelo, Mississippi

Attest: _____

By: _____

(Title)

(Title)

Tupelo Airport Authority does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the 19th day of October, 2016.

Tupelo Airport Authority

Attest: [Signature]

By: [Signature]

Vice-Chairman

Chairman

(Title)

(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603,100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

583576
EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: [Signature]
Authorized Officer or Agent

10.5.16
Date

CLIFTON E. NASH
Printed Name of Authorized Officer or Agent of the RECIPIENT

EXECUTIVE DIRECTOR
Title of Authorized Officer or Agent of the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the 5th day of October, 2016

[Signature]
NOTARY PUBLIC
My Commission Expires: 9-25-19

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

17.8

RESOLUTIONS AUTHORIZING TRANSFER OF 12 TREES
FROM CITY OF TUPELO TO CITY OF LOUISVILLE

WHEREAS, Miss. Code Ann. §31-7-13 (m) (vi) allows for the transfer of property from one governmental entity to another governmental entity for less than market value if it is found that it is in the best interest of the taxpayers of the state for that transfer to occur; and

WHEREAS, the City of Tupelo has established and maintained a tree farm that is operated by its Public Works Department; and

WHEREAS, the City of Louisville is in the process of rebuilding its infrastructure following the April 28, 2014 tornado outbreak; and

WHEREAS, the City of Tupelo desires to assist the City of Louisville in that process by relocating twenty-five (25) trees from its tree farm to the City of Louisville, Mississippi.

NOW THEREFORE, upon due consideration and in accordance with its authority, the City Council of the City of Tupelo hereby resolves that the best interest of the taxpayers of the state are served by relocating 25 trees from the Tupelo Tree Farm to the City of Louisville, Mississippi with attendant and associated labor to effectuate that purpose to be provided by the Tupelo Public Works Department.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution to adopted and said motion was seconded by Council Member _____ and the vote thereupon was as follows:

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

The moving having received the foregoing vote of the City Council, the president declared the motion carried and the Resolution adopted on this, the ____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

By: _____
CITY COUNCIL PRESIDENT
APPROVED

ATTEST

GLENDA MUSE
CLERK OF THE COUNCIL

JASON SHELTON, MAYOR

DATE

7.9



City of Tupelo

Department of Parks and Recreation

Alex Farned, Director

Mayor
Jason L. Shelton

October 26, 2016

COUNCIL

Markel Whittington
Ward One

Don Lewis
Chief Operations Office
City of Tupelo
P. O. Box 1485
Tupelo, MS 38802

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Dear Don

Nettie Y. Davis
Ward Four

We are asking the City Council to approve Arizon Companies as a sole source provider. We purchased an Air Structure from them in 2011. For warranty and structural engineering reason they are the only company they can produce the rain skirt for the Air Structure.

Buddy Palmer
Ward Five

Thank,

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Alex Farned
Director

ARIZON[®] STRUCTURES

October 26, 2016

Mr. Don Lewis
Chief Operations Officer
City of Tupelo
P.O. BOX 1485
Tupelo, MS 38802

Arizon Companies continues to be a leader in the design and building of air structures, our designs and patterning are proprietary information. Arizon is the only vendor capable of supplying a new rain skirt to match your existing structure and properly shed water away from anchor line.

Arizon has recently sent you a quotation for the rain skirt for the Arizon Air Structure that we designed, produced and installed for the City of Tupelo in 2011.

The rain skirt needs to be custom built to match your existing building. The Structural design of the building was calculated by a licensed structural engineer for approval, and relies on the correct building pressure and design. Our rain skirts are specifically designed to maintain the structurally required building pressure.

If there is any additional information required, please feel free to contact me.

Best Regards,



Wesley Strowmatt
Arizon Companies

7.10

City of Tupelo
Department of Parks and



Alex Farned, M.S.
Director

MEMO

To: Mayor, Jason Shelton and City Council
From: Alex Farned
CC: Don Lewis, Kim Hanna, Glenda Muse
Date: 10/25/2016
Re: Donation of Funds to Tupelo Parks and Rec. From Supersagless

I would like to request that the Mayor and City Council accept a donation of funds that total \$1,500 from Supersagless to the Tupelo Parks and Recreation Dept. to be used for trees at Theron Nichols Park to help start a beautification program.

These funds will be placed in our Landscape Supplies line item number 076-575008.

12.11

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, pursuant to Miss. Code Ann. Section 25-1-97, holidays which fall on Saturday or Sunday may be observed on the following Monday; and

WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 24, 2016, in observance of THANKSGIVING DAY; on Sunday, December 25, 2016, in observance of CHRISTMAS DAY; and on Sunday, January 1, 2017, in observance of NEW YEAR'S DAY.

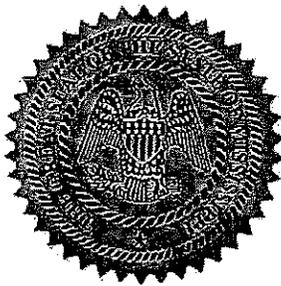
IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 25, 2016, in further observance of the Thanksgiving holiday, on Monday, December 26, 2016, in further observance of Christmas and on Monday, January 2, 2017, in further observance of New Year's Day; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 21st day of October in the year of our Lord, two thousand and sixteen, and of the Independence of the United States of America, the two hundred and forty-first

Phil Bryant

PHIL BRYANT
GOVERNOR



BY THE GOVERNOR

C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE

#7.12



BancorpSouth Arena & Conference Center

**Minutes of the Tupelo Coliseum Commission Monthly Meeting – Monday,
September 12, 2016.**

Tupelo Coliseum Commission members in attendance: Neal McCoy, Jason Hayden,
Sherry Davis, Moe Livingston, Yvette Crump, Al Wallace 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 on Monday, September 12, 2016 at 3PM. He thanked
everyone for coming and giving their time, energy and efforts to this building and to this
community.

Approval of Minutes – Chairman Reed asked for the approval of the previous minutes.
Moe Livingston motioned to approve the minutes. Sherry Davis seconded that motion.
After no questions concerning the minutes, the motion was carried and the minutes were
unanimously approved.

Financial Report – Director Hunt told the Commission that the Financial Report was not
available in time for today's meeting. He will email it to the group once it is ready.

Director's Report

Travel Report – Director Hunt reported that he will be attending the Arena Management
Conference and Venue Management School's midyear meeting over the next few weeks.
Hopefully, he will come back with some ideas and events for the venue.

Attendance – Director Hunt reported that year to date we have had 266,610 people attend
events in our buildings. We are down around 25,000 attendees from this time last year.
That decline corresponds to the loss of the circus and the fair this year.

Past Events - Travis Tritt was here Sunday, August 28. The event went well. The attendance for this event was 1,632. Our breakeven point was 1,350, so we did ok with this show. Our promoter partner was new to the building and based on the success of this event he is already working on future shows for us.

Tupelo Marathon – We hosted the Tupelo Marathon on Sunday, September 4th. We are holding dates for them to return in 2017.

Upcoming Events - WWE will be here on Monday, September 19th. Attendance for this event is tracking similar to their last event in the arena. We are expecting a total attendance of 2,500 to 3,000.

CREATE Career Expo – This will be our second year to host this event, which exposes area 8th grade students to a wide variety of career opportunities. Last year an outside vendor was used for pipe and drape/tables/signage etc. but this year we are providing those services. The event has also expanded to include all school districts within the CREATE region.

Toni Braxton will be here on October 20th. Based on ticket sales, we are expecting a crowd of around 1,500.

Chris Stapleton will be here on Friday, October 21st. This show is sold out.

Old Business

CSL Report update – Director Hunt shared the latest conceptual renderings from CSL. We are still waiting on the construction estimate.

New Business

Tupelo Police Department agreement – Director Hunt told the Commission that in order to increase the police presence at Arena events, an agreement must be executed between the Coliseum Commission and the Police Department. When the venue opened in 1993, the Coliseum employed off-duty officers who were able to wear their uniform while working for the Coliseum. In the early 2000's this practice was discontinued by the police department. For the past several years we have used reserve officers to provide security but with a growing focus on patron safety, we need to upgrade this area. After conversations with city officials, this agreement was viewed as the best way for us to move forward. Officers working arena events will be paid for their services and that cost will be passed along to the event.

Chairman Reed asked for a motion to approve the Tupelo Police Department agreement. Al Wallace motioned to approve the Tupelo Police Department agreement. Neal McCoy seconded that motion. Chairman Reed asked for any discussion. After no discussion, the motion was carried and the Tupelo Police Department agreement was unanimously approved.

October meeting date change – Director Hunt told the Commission that he will be out of town during our next regularly scheduled meeting day. The Commission agreed to move the October meeting to Tuesday, October 25th, at 3:00 PM.

Employee Salary Adjustment – Director Hunt told the Commission that the city budget included a 3% employee pay increase for the next fiscal year. After discussion, The Tupelo Coliseum Commission agreed to also give all full time employees a 3% pay increase. Jason Hayden motioned to award all full time employees a 3% pay increase. Al Wallace seconded that motion. Chairman Reed asked for any other discussion. After no discussion, the motion was unanimously approved.

Beverage Approval – Chairman Reed asked for the approval of beverages for WWE, Toni Braxton, and Chris Stapleton. Jason Hayden motioned to approve the sale of beverages for WWE, Toni Braxton, and Chris Stapleton. Neal McCoy seconded that motion. The motion was carried, and the sale of beverages for WWE, Toni Braxton and Chris Stapleton was unanimously approved.

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

After no other business the meeting was adjourned.



Moe Livingston
Secretary



Scott Reed
Chairman

1.13

Memorandum

*Department of Planning and Community Development
City Engineer*

Date: October 27, 2016

To: Glenda Muse

From: John Crawley, PE, City Engineer

Subject: Ramada Inn Asbestos Abatement Project
Proposal Acceptance, Gulf Services Contracting, Inc.

Ms. Glenda / Council Members:

At their last regular meeting on October 18, 2016, the city council voted to recommend acceptance of the bid from Gulf Services Contracting, Inc. from Mobile AL to perform the work on the above captioned project. Attached is the proposal for review and acceptance. Please add this item to the council agenda for the next meeting on November 1, 2016. A copy of the document is attached. Should you or any council members have any questions feel free to contact me.

John

G.S.C. GULF SERVICES CONTRACTING, INC.

5000 RANGE LINE ROAD
MOBILE, AL 36619
(251) 443-8161
FAX: (251) 443-8162

Proposal

October 25, 2016

Re: Ramada Inn Asbestos Abatement Project located at 854 North Gloster Street, Tupelo, Lee County, Mississippi Bid No.1428DS.

Gulf Services Contracting, Inc. (GSC) is pleased to provide this proposal to furnish all supervision, labor, materials, equipment, hauling, disposal, testing and incidentals required to perform certain asbestos abatement on the referenced project as described herein:

Scope of Work

Asbestos Abatement: Perform proper removal and disposal of asbestos containing materials in accordance with the information for bidders listed in bid no.1428DS advertised in the Daily Journal on 8/24/2016 and asbestos containing material survey conducted by (EAC Environmental & Selective Demolition) dated 3/27/2016. This is to include the abatement of ceiling texture material throughout all motel guest rooms, corridor and exterior walkway ceilings, black mirror mastic in the bar/lounge wall, and transite panels in the imperial room hallway. All work in accordance with all applicable rules, regulations and standards. **Please note that any additional asbestos – containing materials that are not listed above in the scope of work are not included in this proposal.**

Exclusions

G.S.C excludes the following: any work not specifically mentioned, boarding up window openings/ temporary weather proofing any removal or handling of Lead-Based paint; removing or storing any furniture, equipment or other items within the work area, preparation of surfaces, openings, slabs, etc. for new finishes; installation of salvaged or new items; stripping, patching, repairing, and priming of surfaces; temporary shoring/bracing; and any new work.

General Notes

GSC will provide for all utilities (electric & water) for the duration of the project as necessary to complete the work.

GSC to be provided an area to place a roll-off containers and/or vehicles close to the work area as necessary to complete the work.

Pricing is based off working M-F 7am-5pm.

All work to be done in 1 mobilization, GSC has allowed 1 mobilization for the abatement. Any additional mobilizations will be billed at a rate of \$1,600.00 each.

All furnishings, equipment, stored items, tenant belongings, trash, carpet and debris to be removed from work area by others prior to abatement work.

GSC will provide \$1,000,000 per occurrence/\$2,000,000 aggregate commercial general liability insurance; \$1,000,000 combined single limit auto insurance, worker's compensation insurance within statutory limits, and \$4,000,000 excess umbrella liability coverage. Additional insured coverage and waiver of subrogation also available upon request. If 30 day Notice of Cancellation is required, ADD \$300.00 to pricing below.

GSC acknowledges addendum 1 dated September 14, 2016.

Pricing

Our price for this work is: Asbestos Abatement: **\$209,605.00**

PLEASE ADD 3.5% IF PERFORMANCE AND PAYMENT BONDS ARE REQUIRED

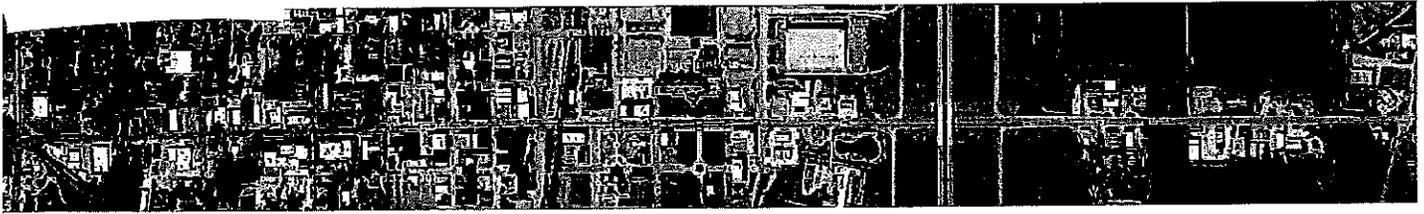
If Gulf Services Contracting, Inc. can be of any further service please contact me at the phone number above or at my e-mail address (sbrandongsc@bellsouth.net).

Sincerely,
Gulf Services Contracting, Inc.

Sean Brandon

David S. Brandon
Estimator

MS Contractor License No. 08574-MC Expires 7/10/2017
MDEQ Asbestos Abatement Contractor No. ABC-00001674 Expires 5/20/2017
MDEQ Lead Renovator Firm No. NBF-00000330 Expires 11/19/2016
MDEQ Lead Based Abatement Firm No. PBF-00000330 Expires 9/17/2017



7,14

Tupelo Major Thoroughfare Program Minutes
September 12, 2016

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

Members not present: Ken Burton, Jeffery Gladney, Gunner Goad, J D Moore, Jamie Osbirn, Drew Robertson, Brent Waldrop, Wesley Webb, Wesley Wells

Others present: John Crawley, Chuck Williams, John White, Don Lewis, Mark Weeden, Johnny Timmons, Lesley Rakestraw

Meeting was called to order by Chairman Greg Pirkle.

Roll Call was taken by Lesley Rakestraw.

Mr. Pirkle asked the Committee to review and approve the minutes of the August 8, 2016, Major Thoroughfare Program meeting. The minutes were unanimously approved.

Greg Pirkle reviewed the Major Thoroughfare Phase V Budget Report for the period ending August 31, 2016. Beginning cash balance was \$1,547,412. Revenue from Property Tax and Interest Earned totaled \$82,751. Actual Expenditures totaled \$7,025 for personnel cost. Ending cash balance was \$1,602,233.

John Crawley, City Engineer, gave updates on the current projects.

NATCHEZ TRACE BRIDGE

Project closeout paperwork is currently being prepared

EAST MAIN STREET (GREEN STREET TO VETERANS)

Punch list from final inspection has been given to contractor and repairs / corrections are currently underway.

THOMAS STREET / HWY 6 INTERCHANGE

Scheduling remaining archeological investigation with public works and John O'Hear to get the project cleared for construction.

ENGINEERING FOR PHASE VI

Statements of Qualifications from interested firms are due in the office of the City Engineer by September 15, 2016.

Stuart Johnson presented updated on Engineering Selection Sub-Committee. RFPs are due on September 15, 2016. Two firms showed interest in the Traffic Signalization Project - Civil-Link and Neel Schaffer.

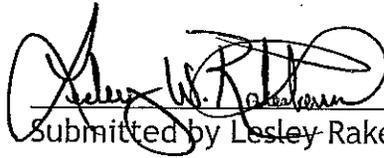
The Sub-Committee made motion recommending Neel Schaffer to be chosen for the project. Motion was passed unanimously by the Major Thoroughfare Committee.

Greg Pirkle read letter resignation from Betty Wood.

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



Chairman Greg Pirkle



Submitted by Lesley Rakestraw

#11.15

Memorandum

*Department of Planning and Community Development
City Engineer*

Date: October 24, 2016

To: Glenda Muse

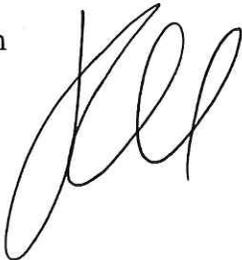
From: John Crawley, PE, City Engineer

Subject: Main Street Traffic Signal Optimization Study
Contract Acceptance & Ratification with Neel-Schaffer, Inc.

Ms. Glenda / Council Members:

At their last regular meeting on October 11, 2016, the Major Thoroughfare Committee voted to recommend acceptance of the attached proposal and contract with Neel-Schaffer, Inc. for the above referenced project. Please add this item to the council agenda for the next meeting on November 1, 2016. A copy of the document is attached. I will retain one original for my files. Should you or any council members have any questions feel free to contact me.

John





September 23, 2016

Mr. John Crawley
City Engineer
City of Tupelo
71 Troy Street
Tupelo, Mississippi 38804

REFERENCE: PROFESSIONAL ENGINEERING AND RELATED SERVICES
TRAFFIC SIGNAL OPERATIONAL STUDY
MAIN STREET AND EASON BOULEVARD
TUPELO, MISSISSIPPI

Dear John:

Provided herein is an agreement to provide Professional Engineering and related services to assist the City of Tupelo with traffic signal operations assessment and improvements. The specific scope of services is described as set forth in Exhibit A attached to this agreement. We have also provided a cost spreadsheet, Exhibit B, showing the calculation of the fee which totals \$187,271 and will be billed on an hourly basis according to the attached 2016 Rate Schedule.

Should additional services be required beyond those mentioned in the scope of services detailed herein, Neel-Schaffer will provide a detailed scope and fee for those additional services in writing for your approval prior to proceeding, and those services would be figured and billed according to the same rate schedule.

This proposal which includes Exhibit A (Scope of Services), Exhibit B(Fee Schedule) and the 2016 Hourly Rate Schedule and the General Terms and Conditions represent the entire understanding between the City of Tupelo and Neel-Schaffer with respect to the services to be provided and may only be modified in writing by both parties. If this proposal is satisfactory, please sign both originals in the space provided and return one to us.

We appreciate the opportunity to be of service to you and welcome any future consideration you may have. If you have any questions, please feel free to call me.

Sincerely,

NEEL-SCHAFFER, INC.

Robert Walker, P.E.
Engineer Manager Sr.
Vice President

ACCEPTED: _____ DATE: _____

EXHIBIT A – SCOPE OF SERVICES

Task 1 – Project Management

This task will consist of general project management, administrative, and accounting activities for the project. We will attend a project kickoff meeting, provide project status reports, schedule review meetings and discuss any project issues.

Task 1.1 – Kick-off Meeting (If Required)

Consultant will coordinate and facilitate a kick-off meeting with City of Tupelo staff after the official notice-to-proceed has been granted. The purpose of this meeting will be to review project scope and discuss key issues. The following is a list of items that could be discussed at the Kick-off Meeting:

- Project schedule
- Points of contact
- Review signal timing philosophies (cycle lengths, phasing sequencing, lead-lag, etc.)
- Review analysis techniques
- Traffic signal equipment, system capabilities, pedestrian requirements, and physical limitations
- Citizen-perceived problems
- City-perceived problems
- Review format of signal timing plans

Task 2 – Data Collection

This task will involve the collection of all traffic and transportation data needed to provide a comprehensive analysis of the signal timings along the selected corridors. The list of corridors and intersections addressed by this project is included at the end of this Scope. Data collection will include reviewing existing signal timing data and any as-built plans (provided by City of Tupelo), existing geometric data, collecting new traffic volume data, and conducting travel time and delay studies. The Project Team will determine the acceptable times of the week on weekdays and on weekends that traffic and travel time data can be collected. The Consultant will submit traffic count data that is collected for this task to the City of Tupelo.

Task 2.1 – Assemble Existing Data from City of Tupelo

The City Traffic Manager will be responsible for assembling hardcopy printouts and/or electronic copies of all signal timing data and provide them to the Consultant. The timing data will include all existing basic timing data, time-of-day data, and coordination parameters. The City of Tupelo Traffic Manager will also provide existing phasing data for each intersection.

Consultant shall make recommendations regarding the number of timing plans that could be implemented in each corridor system. Appropriate cycle lengths shall be recommended for various times of the day based on these volumes. For purposes of costing this effort, a maximum of five basic timing plans will be developed for each corridor (weekday AM, Mid-Day, and PM peaks; weekend peak; and off-peak).

Task 2.2 – Assessment of Existing Signal Systems

One of the most important parts of this work is to perform an assessment of each of the signal systems that are currently in the field. In order for a new signal timing and coordination plan to be effective, the signal system itself has to be capable of running the system and communicating to the other signals so

EXHIBIT A – TASK DETAILS

it can work as a system and stay in sync. Additionally, there is a possibility of certain parts of the system that need to be repaired like loops, or controllers that need to be upgraded or replaced in order for the timing plan to work correctly. So, this assessment will involve representatives from Neel-Schaffer along with Temple, Inc to assess each signal system in the field to determine the system deficiencies and the system capabilities. We anticipate that this step would result in a simple report summarizing the recommended improvements along with an estimated cost for each item. At this point, we anticipate the city selecting a contractor to actually implement these repairs or improvements to the system. If additional plans or specs are required for this work, then that could be done as additional services from the consultant.

Task 2.3 – Traffic Data Collection

Consultant will perform traffic data collection efforts necessary for this project. Turning movement counts (TMCs) will be provided for the following peak periods:

- Weekday AM peak (7:00 – 9:00)
- Weekday Mid-Day (MD) peak (11:00 – 13:00)
- Weekday PM peak (16:00 – 18:00)
- Weekend (Saturday/Sunday) peak (3 hours between 11:00 – 16:00 assumed - weekend peak to be determined from weekend ADT tube counts performed by MPW)

These two-hour increments may vary slightly at key locations that are impacted by large industry shift changes (i.e. PM peak may be 15:30 – 17:30) or by large commercial centers (i.e. PM peak may be 16:30 – 18:30), and therefore, the peak hour data collection periods may vary. These potential nonstandard peak period counts will be coordinated and agreed upon with Metro staff prior to data collection efforts.

The following is the list of intersections where peak hour turning movements will be provided.

Along Main St

1. Cliff Gookin Blvd
2. Saddle Creek Dr
3. Thomas St
4. Maynard Dr
5. Monument Dr / Lumpkin Ave (offset intersections)
6. Highland Dr
7. Lawndale Dr
8. Milford St
9. Industrial Rd
10. Park St
11. Gloster St (RR runs diagonal in intersection)
12. Madison St
13. Church St (peds)
14. Green St (peds)
15. Broadway St (peds)
16. Spring St (peds)
17. Front St (peds) (RR 130' to east)
18. Commerce St (RR 410' to west)
19. Franklin St
20. MLK (45) West Ramp
21. MLK (45) East Ramp
22. Veterans Memorial Blvd

EXHIBIT A – SCOPE OF SERVICES

23. Elvis Presley Dr / Hwy 6 (Briar Ridge Rd) (offset intersections)
24. Rutherford Road (Under Construction)

On Eason Boulevard
7 intersections

1. S Green St
2. MLK West Ramp
3. MLK East Ramp
4. International Dr
5. Ryder St (RR 315' to east) T-intersection
6. S Veterans Blvd
7. Hwy 6 (Briar Ridge Rd)

Task 2.4 – Field Inventories and Observation

In addition to the signal system assessments that will be done to identify potential needed system repairs or improvements, field inventories will be performed by Consultant at each intersection. These inventories will be done at the same time the work for Task 2.2 is done. The field inventories will confirm signal phasing, signal head displays, existing geometry, turn-bay storage lengths, approach and corridor speed limits, distances between signalized intersections, and other physical features pertinent to the project. Updated electronic photographs will be taken for each approach and the interior of each signal cabinet for intersections that require updated inventories.

Once count data has been obtained, the Consultant will perform a field visit to each traffic signal during the peak periods. During this time, the Consultant staff will observe existing platooning and progression of the traffic, gain an understanding of pedestrian activity, confirm existing timing plans (cycle lengths, phasing sequences), observe queuing patterns, identify and monitor traffic flow patterns, and monitor sub-peaks within the peak periods.

Task 3 – Evaluate Existing Conditions

This task includes configuring, calibrating, and running the Synchro and SimTraffic models to evaluate the existing traffic conditions for each timing plan being studied. The Consultant shall evaluate the overall effectiveness of the existing signal timings.

Task 3.1 – Data Compilation/Validation

Prior to developing new coordination timings, it is important to understand and validate the existing conditions. Using the data collected and knowledge of the conditions seen during the field observations (Task 2), the Consultant will update the existing Synchro models for each signal group. Separate models will be developed for each corridor and each timing plan. The traffic volumes that are collected during Task 2 will be entered into the Synchro models. Volume balancing along the corridors will be performed to validate the new TMC data that is collected for this project.

Task 3.2 –Operational Analysis

Consultant will perform an operational analysis for each of the intersections. Existing and proposed signal phasing/sequencing will be analyzed as well as identifying other possible short-term operational improvements (i.e. pavement marking changes, signal control equipment additions and/or upgrades, etc.) This information will be compiled in a summary memorandum and discussed with City of Tupelo

EXHIBIT A – TASK DETAILS

staff before developing proposed signal timings.

Task 3.3 – Existing Conditions Documentation

Consultant will develop and prepare the signal timing simulation network for use in the evaluation of existing traffic flow conditions. By comparing the output of the simulation model to real world observations based on the travel delay study and knowledge of the system, the timings will be calibrated so that the Synchro model more closely reflects the real-world traffic conditions.

Task 4 – Timing Plan Development

Using the data collected in Task 2 and files developed in Task 3, the Consultant will prepare a total of five timing plans as follows:

- Weekday AM Peak timing plan
- Weekday MD Peak timing plan
- Weekday PM Peak timing plan
- Weekday/weekend OFF Peak timing plans
- Weekend Peak timing plan

Task 4.1 – Determine System Boundaries

Consultant will evaluate the signal system boundaries based on but not limited to the following factors:

- New ADT and TMC count data
- Signal spacing
- Driver expectancy
- Existing features (line of sight, topography, etc.)
- New traffic signal installations
- Cycle length requirements
- Synchro factors

Task 4.2 – Cycle Length and TOD Clock Development

Using the electronic files modified in Task 3.1, Consultant will begin the re-timing process by performing peak hour cycle length evaluations in Synchro. Using evaluations from Synchro along with knowledge gained via observations in the field, a cycle length will be recommended for each timing plan. Preliminary cycle length recommendations will be tabulated for City of Tupelo staff to review along with accompanying remarks. The cycle lengths that are evaluated will be compared with the current cycle lengths, and this comparison will assist in the determination of the cycle length recommendation. Next, the Consultant will develop Time-of-Day (TOD) clock settings for each group that determine the optimal timing plan for each hour of typical weekday/weekend.

Task 4.3 – Split, Offset, and Phase Sequence Development

Once the cycle lengths have been finalized, each intersection will be evaluated to determine the optimal phase splits for each vehicle movement. Phase split optimizations will occur even if the cycle length does not change from the existing cycle length. Finally, phase sequencing and offset manipulation will

EXHIBIT A – SCOPE OF SERVICES

be performed in an effort to maximize arterial green bands. Both Synchro and SimTraffic will be used to analyze and observe coordination options. Recommended timing plans will be reviewed by City of Tupelo staff and approved prior to field implementation.

Task 4.4 – Intersection Coding Sheets

Consultant will transfer the recommended timings developed in Tasks 4.1, 4.3, and 4.4 for each intersection and for each timing plan into a coding sheet format that is compatible with City of Tupelo's signal controllers. The coding sheets will be prepared on the existing electronic template format.

Task 5 – Field Implementation

Consultant will be responsible for field implementation of the new timings in the traffic signal controllers. Consultant will provide signal timing data to City of Tupelo staff. The Consultant will actually download the timings into the signal controllers. The Consultant will conduct field observations per signal group for each signalized intersection for each of the weekday and weekend peak timing plans. The coordinated timings will be verified as to their accuracy and effectiveness and fine-tuned. After each fine tuning timing change is made the Consultant will again observe the system to determine if any additional fine tuning is required. Changes will be documented via a field implementation memorandum, and the Synchro files will be updated accordingly and submitted to the City.

Task 6 – Before and After Travel Time and Delay Studies

Consultant staff will collect and compile travel time and delay data for each of the groups during the weekday AM, MD, and PM peak periods as well as the weekend peak period, prior to the implementation of the new timings ("before" conditions). Following implementation and fine-tuning of the new timings, "after" conditions will be collected for the corridor. The "after" travel time data will be collected once the system has had ample time to stabilize after the new timings and fine tuning have been implemented.

Travel time and delay studies will be performed for each arterial corridor group. Using the travel time data collected in the field, the Consultant will prepare "before" and "after" comparisons using the following parameters:

- Stopped time
- Average speed
- Running speed
- Number of stops

A minimum of four (4) successful travel time runs for both "before" and "after" conditions will be completed for each corridor. Data from the travel time and delay studies will be compiled and utilized to prepare an analysis for each group.

Task 7 – Project Documentation and Reporting

Following the travel time studies, Consultant staff will prepare a summary report for each group documenting the following:

- Data collection summary
- Timing plan data development summary

EXHIBIT A – TASK DETAILS

- Results of field implementation/fine-tuning
- Results of before and after travel time studies (stop/delay reductions)

Once all timings have been implemented and fine-tuned for all of the groups, the Consultant will prepare a FINAL report that encompasses the entire project. The FINAL report will summarize the following:

- Project overview
- Data collection summary
- Timing plan development summary
- Project results

Task 8 – Additional Services

- As mentioned above, any plans or specs needed for the actual repair or replacement of signal equipment could be done by the consultant as an additional service to be determined after the assessment is done. Also, any additional work associated but providing more than 5 time of day traffic patterns would be additional services.

Project Schedule

The project schedule will be dependent primarily on the findings of the signal system assessments. If it is determined that system repairs and improvements are needed prior to implementing the coordinated signal timings, then the schedule for those improvements are not known at this time.

**Tupelo Signal Timing Study
Lee County**

Neel-Schaffer, Inc.

Item Description	No.	Senior Engineer Manager	Senior Project Engineer	Traffic Engineer	Supervisory Engineering Technician	Engineering Intern	Clerical	Total Hours
	Project Management		80					
Kickoff Mtg		8		8	8		2	26
Data Collection								
Assemble Existing Data from City				16	8	16		40
Assessment of Existing Signal Systems			4	80	80	24		188
Traffic Data Collection			2	8	8	4		22
Field Inventories and Observation				40	40	24		
Evaluate Existing Conditions								
Data Compilation/Validation				24				24
Operational Analysis			16	24				40
Existing Conditions Documentation				24				24
Timing Plan Development								
Determine System Boundaries			4	16				
Cycle Length and TOD Clock Development			8	40				
Split, Offset, and Phase Sequence Development			8	60				
Intersection Coding Sheets				40	16			
Field Implementation				40	40			80
Before and After Travel Time and Delay Studies			4	80		60		124
Project Documentation and Reporting		8	8	40	24			80
Assume 2 Meetings with City of Tupelo		16	8	16	16		4	

Totals	112	62	536	240	128	6	648
Rates	\$195.00	\$165.00	\$135.00	\$115.00	\$100.00	\$65.00	
Labor Cost	\$21,840.00	\$10,230.00	\$72,360.00	\$27,600.00	\$12,800.00	\$390.00	\$146,220.00

Direct Costs:

Mileage	1600	x	\$	0.54	\$864.00
Reproductions	500	x	\$	0.15	\$75.00
Lodging	8	x	\$	98.00	\$784.00
Meals	8	x	\$	41.00	\$328.00
Traffic Count Sub					\$25,000.00
Temple, Inc					\$15,000.00

Total Direct costs \$42,051.00
Total: \$167,271.00

NEEL-SCHAFFER, INC.
2016 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-9	Senior Officer	\$210.00
P-8	Senior Manager	\$195.00
P-7	Engineer Manager/Professional IV/Survey Manager	\$180.00
P-6	Senior Project Manager/Assistant Engineer Manager/Professional III	\$165.00
P-5	Project Manager/Professional II	\$135.00
P-4	Professional I	\$120.00
P-1, P-2, P-3	Professional Intern	\$100.00
T-6	Senior Certified Engineering Technician	\$135.00
T-5	Certified Engineering Technician/Supervisory Technician	\$115.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$100.00*
T-3	Technician III/Inspector III/Survey Crew Chief	\$90.00*
T-2	Technician II/Inspector II/Survey Instrument Person	\$75.00*
T-1	Technician I/Inspector I/Survey Assistant	\$60.00*
T-1	Student Intern	\$40.00*
A-4	Senior Administrative	\$75.00
A-2, A-3	Clerical	\$65.00*
A-1	Assistant Clerical	\$45.00*
	Four-Member Survey Party	\$185.00*
	Three-Member Survey Party	\$160.00*
	Two-Member Survey Party	\$140.00*
	One-Member Survey Party	\$85.00*

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Neel-Schaffer reserves the right to negotiate overtime rates.

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.54/mile
Traffic Counter	\$10.00/day

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. Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

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, nor is the relationship a fiduciary relationship between Engineer and Client. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will 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 review 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.

The Client shall promptly report to the Engineer any defects or suspected defects in the Engineer's services of which the Client becomes aware, so that the Engineer may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Client's contractors or subcontractors to notify the Engineer shall relieve the Engineer of any liability for costs of remedying the defects about the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

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 Engineer. 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. Client agrees 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 adaptation 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. Owner further acknowledges that any reports or studies prepared by Engineer are intended solely for the Owner's use and information, and the Owner shall defend and indemnify Engineer from any liabilities arising out of other entities' reliance on such reports or studies.
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 or Additional Services.
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.

GENERAL TERMS AND CONDITIONS

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 to the extent caused by the negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the negligent act, error or omission of Client.

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 negligence (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.

Engineer's indemnification obligation as set forth herein is expressly subject to and limited by the limitation of liability

provision agreed upon by the Client and Engineer as set forth in Section 21, "Risk Allocation" of this Agreement.

Client waives any rights or claims for damage to persons or property that it or any of its successors in interest or insurers may have against Engineer for any claim or action arising out of Engineer's scope of services related to the Project or this Agreement, but only to the extent that such rights or claims for damages are covered by a policy of liability, casualty, property or other insurance, regardless of who procures such insurance.

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 limits of at least \$500,000/\$1,000,000; automotive liability with limits of at least \$500,000/\$500,000; and professional liability insurance with an annual limit of at least \$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.

GENERAL TERMS AND CONDITIONS

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 invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Engineer's services to the date of the payment and is not aware of any deficiencies in those services. 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 (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments, the Engineer, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges, without recourse to the Client for loss or damage caused by such suspension. The Client further waives any and all claims against the Engineer for any such suspension. Payment for Engineer's services is not contingent on any factor, except the 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. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the Engineer in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

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. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of Madison County.

GENERAL TERMS AND CONDITIONS

Mississippi, or the United States District Court which includes within its geographical Division, Madison County, Mississippi; and shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.

29. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
30. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
31. **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.
32. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
33. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
34. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
35. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such

other written or oral agreement was actually entered into between Client and Engineer.

36. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

1116



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

October 27, 2016

COUNCIL

Markel Whittington

Ward One

Lynn Bryan

Ward Two

Travis Beard

Ward Three

Nettie Y. Davis

Ward Four

Buddy Palmer

Ward Five

Mike Bryan

Ward Six

Willie Jennings

Ward Seven

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

Dear Mayor and City Council Members:

At your regular meeting on November 1, 2016, I request that the following items be declared surplus:

<u>ID #</u>	<u>Description</u>
859	Radio M120, S/N 799TVL5187
1285	Hydraulic Crimper, Burlphy750

After declaration as surplus, these items will be removed from our fixed asset list.

Thank you,

Johnny N. Timmons

Johnny N. Timmons
Manager

7.17



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

October 27, 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 L. Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I recommend the following bid award for consideration at your regular meeting on Tuesday, November 1, 2016:

Bid No. 1437WL – 15 kV, 500 MCM Copper Primary URD Cable (Min. 7,803') to the low qualified bid in the amount of \$8.76315 per foot submitted by Wesco Distribution. The total amount of this bid is \$68,378.86.

If you have any questions, please let me know.

Sincerely,
Johnny N. Timmons

Johnny N. Timmons
Manager



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

October 19, 2016
10:00 AM

MINUTE ENTRY

BID DESCRIPTION

Bid No. 1437WL

15 kV, 500 MCM CU Primary URD Cable

ATTENDANCE

Missy Shelton
Pam Blassingame
Drew Kyle

COMPANY

City of Tupelo – Finance
Water & Light Department
Water & Light Department

**TUPELO WATER & LIGHT DEPARTMENT
 BID TABULATION
 BID NO. 1437WL
 OCTOBER 19, 2016**

Item	Product	Vendors			
		Wesco Distribution	Utility Power	T&C Specialty	Utilicor (Border States)
1	15 kV, 500 MCM Copper Primary URD Cable (Min. 7,803') Delivery:	\$8.76315/Foot 8-9 Weeks	\$9.98/Foot 11-12 Weeks	\$11.266/Ft Alt. \$10.075/Foot 12 Weeks Alt. 6 Weeks	\$11.92/Foot Pulling Eyes: \$85.00 Each 8 Weeks

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1437WL

Dept. TWL

TO Wesco Distribution

ADDRESS 181 Davis Johnson Dr. Suite M. Richland, MS 39218

DATE 9-27-16

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 Oct 19 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

PAGE 1

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOL.	C
1	Min. of 7,803'	15 kV, 500 MCM Copper Primary URD Cable <u>Specifications:</u> 1. Extruded semi-conducting EP conductor screen 2. 220 mil, EP insulation 3. Extruded semi-conducting EP insulation with minimum of 50 mil PE jacket 4. Cable shall be furnished on non-returnable reels as follows: <ul style="list-style-type: none"> • Three (3) reels with a minimum of 258' each • Three (3) reels with a minimum of 414' each • Three (3) reels with a minimum of 430' each • Three (3) reels with a minimum of 435' each • Three (3) reels with a minimum of 486' each • Three (3) reels with a minimum of 578' each 5. Wire to be stranded COPPER with 1/3 concentric neutral 6. Wire to be minimum of 17 #10 AWG strands of concentric neutral. 7. Pulling eye to be installed on each reel 8. Specifications sheet to be returned with bid packet.	MFT	\$8,763.15	\$68,378.8	
		Delivery Date: <u>8-9 weeks</u> If you have any questions about this bid, please call Drew Kyle, Tupelo Water & Light Department, at 662-841-6468.				Total
						\$68,378.86

CITY MAY EXPECT DELIVERY BY

DATE 10/14/16

BIDDER Wesco Distribution

ADDRESS 181 Davis Johnson Dr. Suite M Richland, MS 39218

TELEPHONE 601-832-4080

BY Clayton Smith

Clayton Smith

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1437WL

Dept. TWL

TO Utility Power

ADDRESS 1737 Murray Hill Rd Bham Al 35216

DATE 9-27-16

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 Oct 19 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

PAGE 1

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOL	CTS.
1	Min. of 7,803'	<p>15 kV, 500 MCM Copper Primary URD Cable</p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. Extruded semi-conducting EP conductor screen 2. 220 mil, EP insulation 3. Extruded semi-conducting EP insulation with minimum of 50 mil PE jacket 4. Cable shall be furnished on non-returnable reels as follows: <ul style="list-style-type: none"> • Three (3) reels with a minimum of 258' each • Three (3) reels with a minimum of 414' each • Three (3) reels with a minimum of 430' each • Three (3) reels with a minimum of 435' each • Three (3) reels with a minimum of 486' each • Three (3) reels with a minimum of 578' each 5. Wire to be stranded COPPER with 1/3 concentric neutral 6. Wire to be minimum of 17 #10 AWG strands of concentric neutral. 7. Pulling eye to be installed on each reel 8. Specifications sheet to be returned with bid packet. <p>Delivery Date: <u>11-12 weeks ARO</u></p> <p>If you have any questions about this bid, please call Drew Kyle, Tupelo Water & Light Department, at 662-841-6468.</p>	ft	9.98	77,873	94

CITY MAY EXPECT DELIVERY BY

DATE 10/12/2016
 BIDDER Utility Power / Cape Electric Supply
 ADDRESS 1737 Murray Hill Rd Bham Al 35216
 TELEPHONE 205-368-7925
 BY Uncle Paul C. Chew for Dept. F

Thank You!

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1437 WL

TO T & C Specialty Distributors, Inc.

Dept. TWL

ADDRESS PO Box 111 Waynesboro MS 39367

DATE 9-27-16

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 Oct 19 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

PAGE 1

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOL.	CT
1	Min. of 7,803'	15 kV, 500 MCM Copper Primary URD Cable Item 001 140-23-3093 Specifications: Item 002 140-23-9087 1. Extruded semi-conducting EP conductor screen 2. 220 mil, EP insulation 3. Extruded semi-conducting EP insulation with minimum of 50 mil PE jacket 4. Cable shall be furnished on non-returnable reels as follows: • Three (3) reels with a minimum of 258' each • Three (3) reels with a minimum of 414' each • Three (3) reels with a minimum of 430' each • Three (3) reels with a minimum of 435' each • Three (3) reels with a minimum of 486' each • Three (3) reels with a minimum of 578' each 5. Wire to be stranded COPPER with 1/3 concentric neutral 6. Wire to be minimum of 17 #10 AWG strands of concentric neutral. 7. Pulling eye to be installed on each reel 8. Specifications sheet to be returned with bid packet. Item 001 12 Weeks Delivery Date: <u>Item 002 6 Weeks if component is available</u> If you have any questions about this bid, please call Drew Kyle, Tupelo Water & Light Department, at 662-841-6468.	Ft. Ft.	11.266 10.075	87908 78615	60 22

CITY MAY EXPECT DELIVERY BY

DATE 10-14-16
 BIDDER T & C Specialty Distributors, Inc.
 ADDRESS PO Box 111 Waynesboro MS 39367
 TELEPHONE 601-735-9040
 BY Kevin Roberts

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MISS.

Invitation No. 1437 WL

Dept. TWL

TO Border States

ADDRESS _____

DATE 9-27-16

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 Oct 19 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

PAGE 1

ITEM NUMBER	QUANTITY	ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
					DOL.	CT
1	Min. of 7,803'	15 kV, 500 MCM Copper Primary URD Cable <u>Herite</u> Specifications: 1. Extruded semi-conducting EP conductor screen 2. 220 mil, EP insulation 3. Extruded semi-conducting EP insulation with minimum of 50 mil PE jacket 4. Cable shall be furnished on non-returnable reels as follows: • Three (3) reels with a minimum of 258' each • Three (3) reels with a minimum of 414' each • Three (3) reels with a minimum of 430' each • Three (3) reels with a minimum of 435' each • Three (3) reels with a minimum of 486' each • Three (3) reels with a minimum of 578' each 5. Wire to be stranded COPPER with 1/3 concentric neutral 6. Wire to be minimum of 17 #10 AWG strands of concentric neutral. 7. Pulling eye to be installed on each reel 8. Specifications sheet to be returned with bid packet.	Fl.	\$11.92 Pc	\$93,011.72	
	18		Ea	\$85.00 Ea	\$1,530.00	

Delivery Date: 8 weeks ARO

If you have any questions about this bid, please call Drew Kyle, Tupelo Water & Light Department, at 662-841-6468.

* See following pages for more details *

CITY MAY EXPECT DELIVERY BY See above

DATE Oct. 17 2016
 BIDDER Border States
 ADDRESS 1645 N. Parkway Jackson, TN 38301
 TELEPHONE 800-372-3863
 BY Lisa Shearon

7.19



City of Tupelo

Jason L. Shelton
Mayor

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

October 27, 2016

Mr. Lynn Bryan, Council President
Ms. Nettie Davis
Mr. Mike Bryan
Mr. Willie Jennings
Mr. Markel Whittington
Mr. Travis Beard
Mr. Buddy Palmer

City Council,

I am requesting approval of international travel for myself. The Mississippi Development Authority extended an invitation to Tupelo to participate in a Governor-led international business development mission to Israel. The mission will include meetings with companies interested in doing business in Mississippi. The appointments will be vetted out by MDA and scheduled through their office. The travel will take place Saturday, November 26 -- Saturday, December 3. All travel expenses will be covered through the Convention and Visitors Bureau.

Sincerely,

Jason Shelton
Mayor