

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
SEPTEMBER 19, 2017

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall Building on Tuesday, September 19, 2017 at 6:00 p.m. with the following in attendance: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan, Willie Jennings; Ben Logan, City Attorney; Amanda Daniel, Clerk of the Council.

Fire Chief Thomas Walker gave the invocation, followed by the Pledge of Allegiance led by President Markel Whittington.

IN THE MATTER OF CALLING THE MEETING TO ORDER

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Upon a motion made by Councilman Beard, seconded by Councilman M. Bryan, the council voted unanimously to approve the agenda and agenda order as submitted.

PROCLAMATIONS, RECOGNITIONS, AND REPORTS

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

Mayor Shelton presented a Certificate of Appreciation to Kenneth Hawes for his five years of service to the Citizens of Tupelo as a member of the Tupelo Police Department.

IN THE MATTER OF PUBLIC RECOGNITIONS

The City Council Members made the following Public Recognitions:

Councilwoman Davis invited the public to attend the Community Forward Festival being held at Gum Tree Park on Saturday, September 23, 2017. A parade will take place beginning at 12:00 p.m. followed by a ribbon cutting for the Gumtree Park Shade Structure and Improvements Project at 1:00 p.m. The festival featuring entertainment by vocalist Bobby Rush will begin at 1:30 p.m.

Councilwoman Davis mentioned that she along with three volunteers began work on the Front Street Storm Shelter paint project. She extended her thanks to the volunteers for their hard work.

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Councilman Beard recognized the Tupelo Fire Department for sending two Tupelo Fire Fighters to work as a team of First Responders in support of the Emergency Flood Recovery efforts in Florida.

Councilman Palmer echoed Councilwoman Davis and encouraged the community to take part in the Community Forward Festival. He announced that the following week the opportunity to attend yet another festival would take place in Tupelo. The Canal Street Festival featuring entertainment by the B B King All Star Band will take place on Saturday, September 30, 2017. Councilman Palmer invited everyone to attend this event.

IN THE MATTER OF TUPELO HIGH SCHOOL STUDENT'S PROJECT PRESENTATION

Councilman M. Bryan moved to suspend the rules to allow a group of Tupelo High School students to present their proposed Senior Project for the City Council's approval. Councilwoman Davis seconded the motion, the council voted unanimously to allow the presentation. The project titled "A Walk through the Mill" consists of a group of students cleaning up and performing some minor maintenance work to the Mill Village Park. Six plaques will be installed at the park depicting the history of Mill Village beginning in 1870. The project will be sponsored by donations made to purchase the plaques in the amount of \$270.00 per plaque. Mill Village Park is located near the railroad tracks on Spring Street.

Upon a motion made by Councilman M. Bryan, seconded by Councilman Beard, the council voted unanimously to allow the students to move forward with this project as presented.

IN THE MATTER OF THE MAYOR'S REPORT

Following are highlights of the Mayor's report for this meeting:

Mayor Shelton extended an invitation to the Citizens of Tupelo to attend the Community Forward Festival this Saturday, September 23, 2017. As Councilwoman Davis stated earlier, the festival will take place at Gumtree Park located on Front Street. A parade will kick-off the festivities at 12:00 p.m.

Mayor Shelton echoed Councilman Palmer and encourage the Community to attend the Canal Street Festival being held the following Saturday, September 30, 2017 in East Tupelo on Canal Street.

Mayor Shelton congratulated the Mississippi State Bulldogs Football Team on their big win over the Louisiana State University Tigers.

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Mayor Shelton stated for the purpose of the minutes that Ben Logan and Shane Hooper attend the football game, wearing maroon, and had an outstanding time!

(CLOSE THE REGULAR MEETING AND OPEN THE PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

IN THE MATTER OF LOT MOWING OF PROPERTIES

(A)	TOLBERT STREET	No one appeared to discuss this item
(B)	339 N. MADISON STREET	No one appeared to discuss this item
(C)	1203 ACKIA TRAIL	No one appeared to discuss this item
(D)	1207 FRANCIS SQUARE	No one appeared to discuss this item
(E)	1510 TRACE AVENUE	No one appeared to discuss this item
(F)	1016 TAFT STREET	No one appeared to discuss this item
(G)	530 WOOTEN COVE	No one appeared to discuss this item
(H)	2612 CAMELLA COVE	No one appeared to discuss this item
(I)	2419 RHENDA STREET	No one appeared to discuss this item
(J)	109 LUMPKIN AVENUE	No one appeared to discuss this item
(K)	922 TERRY ROAD	No one appeared to discuss this item
(L)	301 LUMPKIN AVENUE	No one appeared to discuss this item
(M)	2311 REDBUD LANE	No one appeared to discuss this item
(N)	2313 EVERGREEN STREET	No one appeared to discuss this item
(O)	105 DOUGLAS STREET	No one appeared to discuss this item
(P)	MODEANNIA STREET	No one appeared to discuss this item
(R)	308 RANKIN BOULEVARD	No one appeared to discuss this item
(S)	920 LYNDEN BOULEVARD	No one appeared to discuss this item
(T)	1016 CHICKASAW TRAIL	No one appeared to discuss this item
(U)	508 MADISON STREET	No one appeared to discuss this item
(V)	MLK CIRCLE	No one appeared to discuss this item
(W)	VAN BUREN AVENUE	No one appeared to discuss this item
(Z)	1100 CHAPMAN DRIVE	No one appeared to discuss this item

A copy of the final list is attached to these minutes as **APPENDIX A.**

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IN THE MATTER OF A PUBLIC HEARING REGARDING THE DEMOLITION OF PROPERTIES

<u>PARCEL</u>	<u>LOCATION</u>	
101U-11-012-00	2375 S. THOMAS STREET	No one appeared to discuss this item
101B-02-130-00	418 LAKEVIEW STREET	No one appeared to discuss this item
077Q-36-081-00	1400 CENTRAL AVENUE	No one appeared to discuss this item
089F-30-245-00	816 N. GREEN STREET	No one appeared to discuss this item

A copy of the final list is attached to these minutes as **APPENDIX B.**

CITIZEN HEARING

No items appeared for discussion.

(CLOSE THE PUBLIC AGENDA AND RETURN TO THE REGULAR SESSION)

ACTION AGENDA

IN THE MATTER OF REVIEW/ADOPT/REJECT ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 7 ARTICLE XII OF THE CODE OF ORDINANCES-RENTAL HOUSING CODE

Councilman L. Bryan moved to adopt an Ordinance Amending the Provision of Chapter 7 Article XII of the Code of Ordinances-Rental Housing Code; the motion was seconded by Councilmember Davis and unanimously approved by a voted of the City Council. An executed copy of the Ordinance is attached to these minutes and incorporated herein as **APPENDIX C.**

REVIEW/ADOPT/REJECT RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON THE 5TH DAY OF JULY, 2017, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2017, OF THE CITY OF TUPELO, MISSISSIPPI

Upon a motion made by Councilman M. Bryan, seconded by Councilman Palmer, the council voted unanimously to approve the following Resolution:

IN THE MATTER OF REVIEW/ADOPT/REJECT RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON THE 5TH DAY OF JULY, 2017,

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WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2017, OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY"), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) IN ONE OR MORE SERIES; PRESCRIBING THE FORM AND DETAILS OF SAID BOND; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH SAID BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF, AS APPLICABLE, AN INDENTURE OF TRUST, THE MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, THE CITY BOND PURCHASE AGREEMENT, THE OFFICIAL FORM OF PROPOSAL; APPROVING THE FORM OF AND AUTHORIZING AND DIRECTING THE DISTRIBUTION OF A PRELIMINARY STATEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT), IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000); AND FOR RELATED PURPOSES.

A copy of this executed document is attached hereto and made part of these minutes as **APPENDIX D.**

ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE/REJECT THE MINUTES OF THE SEPTEMBER 5, 2017 OF THE REGULAR CITY COUNCIL MEETING

Upon a motion made by Councilman Palmer, seconded by Councilman Beard, the council voted unanimously to approve the minutes as submitted.

IN THE MATTER OF REVIEW/APPROVE/REJECT ADVERTISING AND PROMOTIONAL EXPENSES

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 to the City of Tupelo. Upon a motion made by Councilwoman Palmer, seconded by Councilwoman Davis, the council voted unanimously to approve the list as submitted. A copy of the list is attached to these minutes as **APPENDIX E.**

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IN THE MATTER OF REVIEW/PAY BILLS

Reviewed at 4:30 p.m. by Council members: Markel Whittington, Willie Jennings, Travis Beard, Lynn Bryan; Missy Shelton, Purchasing Clerk; Johnny Timmons, Tupelo Water and Light.

Upon a motion made by Councilman Jennings, seconded by Councilman Beard, the council voted unanimously to approve the payment of the following checks, bills, having been

Check numbers 339286-339713

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 the Flex One Plan as shown on face of the docket

IN THE MATTER OF REVIEW/APPROVE/REJECT THE LIST OF ITEMS FOR SURPLUS AND REMOVAL FROM THE FIXED ASSET LIST

Kim Hanna, Chief Financial Officer, had submitted a list of fixed assets and requested that the items be declared surplus and removed from the City of Tupelo's fixed asset records. These items either do not meet the threshold to be capitalized, are no longer usable or are missing. If an item is missing, an affidavit is on file declaring it lost.

Upon a motion by Councilman Beard, seconded by Councilman Palmer, the council voted to approve this request and declare the items surplus and removed from the City of Tupelo's Fixed Asset records. The list is attached to these minutes as **APPENDIX F**.

IN THE MATTER OF REVIEW/APPROVE/REJECT THE FINAL LOT MOWING LIST

Councilwoman L. Bryan moved to approve a listing of lots to be mowed submitted by the Department of Development Services as being in such a state of uncleanliness as to be a menace to public health, safety, and welfare of the community, thereby authorizing the departments to proceed with the mowing of these properties. Councilman Beard seconded the motion, the council voted unanimously to approve the list as submitted. A copy of this list is submitted as **APPENDIX G**.

IN THE MATTER OF REVIEW/APPROVE/REJECT LISTING OF DEMOLITIONS

This item had been tabled at the September 5, 2017 regular council meeting. Councilman Beard moved, seconded by Councilman Palmer, the council voted unanimously to bring the issue off the table for consideration at this time.

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Councilwoman Davis moved to approve the final demolition list submitted by Department of Development Services as being in such a state of uncleanness and disrepair as to be a menace and hazard to public health, safety, and welfare of the community. By this action, the Tupelo Public Works Department is authorized to demolish this structure and invoice of the owners and place liens on the property if the owners do not pay for the demolition. The motion was seconded by Councilman L. Bryan and unanimously passed by a vote of the council.

According to Code Enforcement Manager Debra Byrd, due diligence has been done in this case and has submitted this request dated August 21, 2017. A Public Hearing had been held earlier in the meeting with only one individual addressing the issue.

Copies of the Public Hearing Notice and the case file are available at the Department of Development Services. A copy of the final demolition list is attached as **APPENDIX B**

IN THE MATTER OF REVIEW/ACCEPT/REJECT THE RECOMMENDATION OF THE TRAFFIC COMMITTEE FOR THE INSTALLATION OF NEIGHBORHOOD IDENTIFICATION SIGNS IN BRISTOW ACRES AND AUDUBON WOODS

Johnny Timmons, Director of the Tupelo Water and Light Department, had submitted a request made by the Tupelo Traffic Committee from the Bristow Acres and Audubon Wood's Neighborhood Associations for the installation of neighborhood identification signs.

Upon a motion made by Councilman Jennings, seconded by Councilman Beard, the council voted unanimously to accept the recommendation of the Traffic Committee as requested. A copy of this letter or request is attached to these minutes as **APPENDIX I.**

IN THE MATTER OF REVIEW/AWARD/REJECT 1480PW UNIFORM BID FOR THE PUBLIC WORKS DEPARTMENT

Upon a motion made by Councilman M. Bryan, seconded by Councilman Palmer, the council voted unanimously to award the following bid for the Tupelo Public Works Department as recommended by Chuck Williams, Director of that department.

One bidder responded, the Public Works recommended that Uni First be awarded the 24-month Uniform Bid as the lowest and best bidder. A copy of the bid packet is attached as **APPENDIX J.**

STUDY AGENDA

(NO ITEMS)

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EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION

Upon a motion made by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to close the regular meeting to determine the need for Executive Session.

Upon a motion made by Councilwoman Davis seconded by Councilman Beard, the council voted unanimously to close the open session and go into executive session to discuss the following item as suggested by City Attorney, Ben Logan:

(A) PENDING LITIGATION

This is a permissible reason to enter into executive session.

Upon a motion made by Councilman Jennings, seconded by Councilman L. Bryan, the council voted unanimously to come out of executive session and return to the regular meeting with no action to be taken as result of the executive session.

IN THE MATTER OF ADJOURNMENT

With no further business to come before the City Council, upon a motion made by Councilman Palmer, seconded by Councilman Jennings, the council voted unanimously to adjourn this meeting at 7:10 p.m.

ATTEST:



CLERK OF THE COUNCIL



PRESIDENT



MAYOR

DATE: October 4, 2017

FINAL LOT MOWING REPORT FOR SEPTEMBER _19_ 2017

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	22494	089F3023001	TOLBERT ST	CLARK DREDRICK	215 N GREEN	TUPELO, MS 38804	DJ
2.	22496	089J3124900	339 N MADISON ST UNIT A & B	KEMA SABE	PO BOX 691	TUPELO, MS 38802	DJ
3.	22541	077C2507801	1203 ACKIA TRL	DUFFORD TERRY A & SUSAN B	979 NORTH GLOSTER STREET	TUPELO, MS 38804	SB
4.	22543	077D2510900	1207 FRANCIS SQ	SHIRLEY ROBERT REV & NELLIE	1207 FRANCIS SQ	TUPELO, MS 38804	SB
5.	22546	077C2507700	ACKIA TRL	BELL JOSEPH A & LIBERTY	1535 COUNTRYWOOD COVE	TUPELO, MS 38801	SB
6.	22552	077D2511600	1403 FRANCIS SQ	HENSON REAL ESTATE	P O BOX 728	TUPELO, MS 38802	SB
7.	22565	077C2501900	1510 TRACE AVE	ROBERTS JAMES & CURTIS	1305 KINCANNON ST	TUPELO, MS 38804	AN
8.	22587	101H0118300	1016 TAFT ST	ROOKER LEE R & MAXINE	1016 TAFT ST	TUPELO, MS 38801	DJ
9.	22588	103C0500703	530 WOOTEN CV	WESTSIDE PROPERTIES INC	2477 AMELIA LANE	TUPELO, MS 38801	SB
10	22590	101U1103900	2612 CAMELLA CV	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	SB
11	22591	101H0119501	PRESIDENT AVE	HAIDER SAJJAD	15512 GOLDEN BELL	WINTER GARDEN, FL 34787	DJ
12	22592	101U1104100	2627 CAMELLA CV	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	SB

APPENDIX A

FINAL LOT MOWING REPORT FOR SEPTEMBER_19_2017

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	22595	077K3514800	2419 RHENDA ST	SHEFFIELD FLOYD M & JEWEL C (LE)	2419 RHENDA ST	TUPELO, MS 38801	SB
14	22598	077Q3600600	109 LUMPKIN AVE	JM HARRISON PROPERTIES	122 FOREST GATE RD	RIPLEY, MS 38663	AN
15	22644	106D1308700	922 TERRY RD	MATTHEWS ALICE ROBERTA	614 SANDRINGHAM DRIVE	ALPHARETTA, GA 30004	DJ
16	22665	077L3614700	301 LUMPKIN AVE	RANDLE RENTH	301 LUMPKIN AVE	TUPELO, MS 38801	AN
17	22688	078H2709200	2311 REDBUD LN	WHITFIELD DAVID & MONIQUE	2311 REDBUD LANE	TUPELO, MS 38801	AN
18	22691	078H2706900	2313 EVERGREEN	CONWAY KELLY GABLE	2313 EVERGREEN	TUPELO, MS 38801	AN
19	22708	077Q3602002	105 DOUGLAS ST	MUNN JOHN	109 NORTH WISHBONE TRAIL	SALTILLO, MS 38866	AN
20	22709	101M1221500	MODEANNIA ST	RUPERT, DAVID	2096 MODEANNIA	TUPELO, MS 38801	DJ
21	22712	077M3601900	308 RANKIN BLVD	COOK BRANDON C & RASMUSSEN WIN	2221 PARC MONCEAU	TUPELO, MS 38804	DJ
22	22733	113E0610700	920 LYNDEN BLVD	KEMA SABE	PO BOX 691	TUPELO, MS 38802	DJ
23	22734	113J0703700	1016 CHICKASAW TRL	MAXCY STEWART & STEPHANIE G	1566 LARKSPUR CIRCLE	TUPELO, MS 38801	DJ
24	22753	089K3100200	508 N MADISON ST	SYMBIOTIC PARTNERS LLC	4905 POPLAR SPRINGS DR SUITE B	MERIDIAN, MS 39305	DJ

APPENDIX A

FINAL LOT MOWING REPORT FOR SEPTEMBER _19_2017

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	22791	089K3104700	MLK CIR	GIVHAN CARCILE & DLOYS	175 CR 115	SHANNON, MS 38868	AN
26	22810	113E0600100	VAN BUREN AVE	DODGE FAMILY LTD PARTNERSHIP	P O DRAWER 1688	TUPELO, MS 38802	DJ
27	22887	077M3605701	1100 CHAPMAN DR	DAVIDSON STEPHANIE	4360 SOUTHERN AVE SE	WASHINGTON, DC 20019	DJ



Memorandum

Debra Byrd, Code Enforcement Manager

Date: August 21, 2017
To: Pat Falkner
 Shane Hooper
Subject: Demolition for Council Meeting

I have listed below and will forward a copy of the Public Hearing Notice and Exhibit A evidence for each which I would like for the City Council to consider for declaring a hazard to the health and safety of the general public on September 19, 2017, during its regularly scheduled meeting. Will you ask for permission to put this on the agenda?

Due diligence has been done for these cases. It is my sincere wish that the City Council will find this property to be a hazard and award permission for the Public Works Department of the City of Tupelo or the lowest and best bidder to demolish the structure and invoice the owner and place a lien on the property if the owner does not pay for the demolition. A copy of the entire case file including all pictures will be made available for the Council Agenda Review. I will attend the Agenda Review to answer any questions.

Thanks,

Debra

<u>REF</u>	<u>PARCEL</u>	<u>LOCATION</u>	<u>OWNERS NAME</u>
20631	101U-11-012-00	2375 S. THOMAS	WINDSTAR, LLC
20537	101B-02-130-00	418 LAKEVIEW	U.S. BANK NAT'L ASSOC.
21196	077Q-36-081-00	1400 CENTRAL	DENNIS BOYD
21895	089F-30-245-00	816 N. GREEN	ROBERT BLACKMAN

cc: Amanda Daniel, Clerk of the Council

Tabled 9/5/17
Needs PHearing
3 Routine Agenda Items

**AN ORDINANCE AMENDING THE PROVISIONS OF CHAPTER 7 ARTICLE XII OF
THE CODE OF ORDINANCES - RENTAL HOUSING CODE**

WHEREAS, the governing authorities of the City of Tupelo adopted the Code of Ordinances Chapter 7, Article XII – Rental Housing Code on November 11, 2011; and

WHEREAS, governing authorities adopted an amendment to certain provisions of Section 7-203 “Registration Fee” on January 22, 2013; and

WHEREAS, the Department of Development Services has compiled six years of data on the administration of the Rental Housing Code; and;

WHEREAS, the Department of Development Services has determined the bulk of rental housing owners are familiar with the program and maintain compliance with the annual registration within ninety (90) days, while the remainder stretch the time period to six months or beyond, if they comply at all; and

WHEREAS, the Department of Development Services has estimated the City of Tupelo has approximately 6000 rental properties that require an inspection every two (2) years; and

WHEREAS, the Department of Development Services has determined approximately 70%, or a total of 4200 of these initial rental inspections require a second inspection; and

WHEREAS, the Department of Development Services has determined that each additional inspection of rental property takes approximately 1.25 hours to complete; and

WHEREAS, the first re-inspection of these properties costs the City of Tupelo approximately 2,125 employee hours per calendar year; and

WHEREAS, The Department of Development Services has therefore reviewed and considered information regarding the need to amend Chapter 7, Article XII Section 203(c) to ninety (90) days as the annual deadline registration time as detailed below; and

WHEREAS, the Department of Development Services also recommends the amendment to Chapter 7, Article XII Section 7-230(e) of the Rental Housing Code increasing the cost of the first re-inspection and subsequent re-inspections as detailed below; and

WHEREAS, based on this data, the City Council of the City of Tupelo, Mississippi finds and determines that it is in the best interest of the public health safety, morals and general welfare to amend the current Rental Housing Code, and that the revisions below are necessary, fair and reasonable.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, that Chapter 7, Article XII – Rental Housing Code be amended as follows:

Section 1. The prefatory paragraphs of this Ordinance Amendment are incorporated herein by reference and constitute the findings of the City Council of the City of Tupelo.

Section 2. Chapter 7, Article XII Section 7-203(c) line 1 shall be amended by the deletion of “six (6) months” and insertion of “ninety (90) days.”

Section 3. Chapter 7, Article XII, Section 7-203(c) line 2 shall be amended by deletion of “and”, insertion of a “,” after “unit”, deletion of the “.” after “fees” and the addition of “and the imposition of a penalty of Five-Hundred Dollars (\$500.00).”

Section 4. Chapter 7, Article XII, Section 9-203(c) shall read:

If the annual registration is not paid within ninety (90) days after October 1, a citation will be issued requiring mandatory court appearance requesting revocation of the certificate of occupancy for each unit, payment of all due rental fees and the imposition of a penalty of Five-Hundred Dollars (\$500.00).

Section 5. Chapter 7, Article XII, Section 7-230(e) shall be amended by deletion of the following:

3 rd inspection	\$100.00
4 th inspection	\$200.00

5 th inspection	\$400.00
6 th inspection without compliance	Citation to court

.....and insertion of the following:

1 st re-inspection	\$50.00
2 nd re-inspection	\$100.00
3 rd re-inspection	\$200.00
4 th re-inspection without compliance:	\$400.00 fee and citation to court requesting revocation of the certificate of occupancy for each unit and imposition of a Five-Hundred Dollar (\$500.00) penalty.

Section 6. Chapter 7, Article XII, Section 7-230(e) shall read:

(e) Re-inspection fees will be as follows:

1 st re-inspection	\$50.00
2 nd re-inspection	\$100.00
3 rd re-inspection	\$200.00
4 th re-inspection without compliance:	\$400.00 fee and citation to court requesting revocation of the certificate of occupancy for each unit and imposition of a Five-Hundred Dollar (\$500.00) penalty.

Section 7. Should any section or provision of these amendments to the Rental Housing Code be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the Rental Housing Code as a whole or any part thereof, other than the part so declared to be invalid.


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

Councilmember Whittington voted	<u>AYE</u>
Councilmember L. Bryan voted	<u>AYE</u>
Councilmember Beard voted	<u>AYE</u>
Councilmember Davis voted	<u>AYE</u>
Councilmember Palmer voted	<u>AYE</u>
Councilmember M. Bryan voted	<u>AYE</u>
Councilmember Jennings voted	<u>AYE</u>

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 Ordinance was declared, passed and adopted at a regular meeting of the City Council on this the 19TH day of SEPTEMBER, 2017.

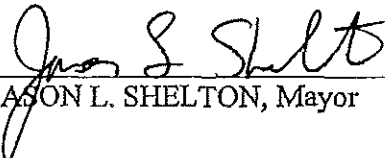
CITY OF TUPELO, MISSISSIPPI

By: 
MARKEL WHITTINGTON
City Council President

ATTEST:


AMANDA DANIEL
Clerk of the Council

APPROVED:


JASON L. SHELTON, Mayor

September 20, 2017
DATE

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON THE 5TH DAY OF JULY, 2017, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2017, OF THE CITY OF TUPELO, MISSISSIPPI (THE "CITY"), FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) IN ONE OR MORE SERIES; PRESCRIBING THE FORM AND DETAILS OF SAID BOND; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION WITH SAID BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND TO THE MISSISSIPPI DEVELOPMENT BANK; AUTHORIZING AND APPROVING THE FORM OF, EXECUTION OF AND DELIVERY OF, AS APPLICABLE, AN INDENTURE OF TRUST, THE MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, THE CITY BOND PURCHASE AGREEMENT, THE OFFICIAL FORM OF PROPOSAL; APPROVING THE FORM OF AND AUTHORIZING AND DIRECTING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT IN CONNECTION WITH THE SALE AND ISSUANCE OF THE MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS (TUPELO, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT), IN ONE OR MORE SERIES, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000); AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and the City Council of the City of Tupelo, Mississippi, acting for and on behalf of said City of Tupelo, Mississippi, hereby find, determine, adjudicate and declare as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"**Act**" means together the Bank Act and the City Bond Act.

"**Agent**" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities. The Agent shall initially be the Trustee.

"**Authorized Officer**" shall mean the Mayor, the Clerk, the President of the Governing Body and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bank" shall mean the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

"Bank Act" means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"Bank Bonds" shall mean the not to exceed \$10,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Tupelo, Mississippi General Obligation Bond Project), authorized to be issued in one or more series by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Resolution" shall mean this resolution, as may be amended and supplemented from time to time.

"Business Day" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Courthouse in Tupelo, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

"City" shall mean the City of Tupelo, Mississippi, a "local governmental unit" under the Bank Act.

"City Bond" shall mean the not to exceed \$10,000,000 General Obligation Bond, Series 2017, of the City authorized and directed to be issued in this Bond Resolution in one or more series and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

"City Bond Act" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended from time to time.

"Clerk" shall mean the City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the Bank Bonds and the County Bond, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto, as such may be amended from time to time.

"Construction Project" shall mean financing certain capital projects and improvements which shall consist of (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or

franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (viii) for other authorized purposes under the City Bond Act.

"Governing Body" shall mean the Mayor and City Council of the City.

"Indenture" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Bank and the Trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto.

"Interest Payment Date" shall be as described in Section 2.3 of the Indenture as the interest payment dates of the Bank Bonds.

"Mayor" shall mean the Mayor of the City of Tupelo, Mississippi.

"Municipal Advisor" shall mean Government Consultants Inc., Madison, Mississippi.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the City Bond. The Paying Agent shall initially be the Trustee.

"Payments" shall have the meaning given it in Section 12(b) hereof.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization, limited liability company and a government or agency or political subdivision thereof.

"Project" shall mean providing funds for (i) the costs of the Construction Project and (ii) paying costs of issuance for the City Bond and the Bank Bonds.

"Record Date Registered Owner" shall mean the Registered Owner of the City Bond as of the Record Date.

"Record Date" shall have the meaning given to it in Section 1.1 of the Indenture.

"Registered Owner" or **"Bondholder"** shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Trustee as assignee of the Bank as provided for in the Indenture.

"State" shall mean the State of Mississippi.

"Transfer Agent" shall mean shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

"Trustee" shall mean shall mean a bank or other financial institution to be determined upon sale of the Bank Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture.

"2017 Bond Fund" shall mean the City of Tupelo, Mississippi General Obligation Bond, Series 2017 Bond Fund provided for in Section 12 hereof.

"2017 Construction Fund" shall mean the City of Tupelo, Mississippi General Obligation Bond, Series 2017 Construction Fund provided for in Section 13 hereof.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. Heretofore, on July 5, 2017, the Governing Body adopted a resolution entitled **"RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION DOLLARS (\$10,000,000) TO RAISE MONEY FOR THE PURPOSE (I) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (II) ERECTING, REPAIRING, IMPROVING, ADORNING AND EQUIPPING MUNICIPAL BUILDINGS AND PURCHASING BUILDINGS OR LAND THEREFOR; (III) PURCHASING LAND FOR PARKS, CEMETERIES AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF SWIMMING POOLS AND OTHER RECREATIONAL FACILITIES; (IV) PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; (V) ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (VI) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (VII) PURCHASING MACHINERY AND EQUIPMENT, INCLUDING MOTOR VEHICLES WEIGHING NOT LESS THAN TWELVE THOUSAND (12,000) POUNDS, WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS WHICH EXPECTED USEFUL LIFE SHALL EXCEED THE LIFE OF THE BONDS FINANCING SUCH PURCHASE; AND (VIII) FOR OTHER AUTHORIZED PURPOSES UNDER MISSISSIPPI CODE ANN. §31-25-1 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 21-33-301 ET SEQ., AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, INCLUDING PAYING FOR THE COST OF SUCH BORROWING; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR**

RELATED PURPOSES" (the "**Intent Resolution**") indicating its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank in a total aggregate principal amount not to exceed Ten Million Dollars (\$10,000,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Ten Million Dollars (\$10,000,000), as authorized by the Bank Act and the City Act for the purposes of providing funds for the Project, and fixed 6:00 o'clock p.m. on August 1, 2017, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

3. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in the *Northeast Mississippi Daily Journal*, a newspaper published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before August 1, 2017, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on July 10, 17, 24 and 31, 2017, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT F**.

4. On or prior to 6:00 o'clock p.m. on August 1, 2017, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City; and, therefore, the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the Bonds and/or the City Bond and/or the authorization of the Loan has been duly filed.

5. The Governing Body is authorized and empowered by the provisions of the Act and other applicable laws of the State of Mississippi, to issue its City Bond in a principal amount of not to exceed \$10,000,000, in one or more series, and sell same to the Bank for the purpose of providing funds for the Project without any election on the question of the issuance thereof.

6. The Governing Body desires to authorize and approve the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds.

7. The assessed value of taxable property within the City, according to the last completed assessment for taxation, is \$515,576,718; the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of \$43,355,000, and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$43,355,000; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not

subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

8. The Governing Body hereby receives, examines and considers the following form of documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) the City Bond Purchase Agreement, to be dated the date of sale of the City Bond (the "City Bond Purchase Agreement"), by and between the Bank and the City, which provides for the sale of the City Bond to the Bank; (ii) the Indenture under which the Bank Bonds will be issued and by which they will be secured; (iii) the Official Form of Proposal (the "Official Form of Proposal") to be executed in connection with the solicitation of proposals for the sale of the Bank Bonds; (iv) the Mississippi Development Bank Bond Purchase Agreement, to be dated the date of sale of the Bank Bonds (the "Bond Purchase Agreement"), by and between the Bank, the City and the purchaser of the Bank Bonds (the "Original Purchaser"), which provides for the sale of the Bank Bonds to the Original Purchaser; and (v) the Preliminary Official Statement, to be dated the date of distribution thereof (the "Preliminary Official Statement") describing the Bank Bonds, the City Bond, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds and the City Bond.

9. The Governing Body does now find, determine and adjudicate that each of the documents referred to above, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified.

10. Upon approval by the Bank, the Preliminary Official Statement will be distributed for use in connection with the sale of the Bank Bonds.

11. The City will make payments on the City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Bank Bonds, as and when the same shall become due and payable.

12. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Bond Resolution, the sale and issuance of the City Bond to the Bank, the sale and issuance of the Bank Bonds, the execution by the City of the Bond Purchase Agreement, the City Bond Purchase Agreement and the Official Proposal and the distribution of the Preliminary Official Statement have happened and have been performed in regular and due time, form and manner as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. In consideration of the purchase and acceptance of the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and

security of the Registered Owner of the City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The City Bond is hereby authorized and ordered to be prepared and issued in one or more series in a principal amount of not to exceed Ten Million Dollars (\$10,000,000) to raise money for the Project as authorized by the Act. The Governing Body is authorized and empowered by the provisions of the City Bond Act to issue the City Bond without an election on the question of the issuance thereof and is authorized to issue the City Bond pursuant to the Act or as may otherwise be provided by law.

SECTION 3. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America upon presentation of the City Bond at the corporate trust office of the Paying Agent.

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered 1; shall bear interest from the date thereof at the federally taxable or tax exempt rate or rates borne by the Bank Bonds (as provided in the Indenture) which federally taxable or tax exempt rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture; provided, however, that the final maturity for the City Bond shall be no later than twenty (20) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

(c) The City Bond is subject to redemption prior to maturity only at the times, to the extent, in the manner and as otherwise provided for the Bank Bonds in the Indenture. If applicable, the City shall provide proper notices to the Bank and the Trustee as provided in the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or any portion thereof shall be as provided in this Section 3 and Article IV of the Indenture. It is intended that redemption of the City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

(d) A default in the due and punctual payment of any interest or principal on the City Bond or a default by the City under this Bond Resolution is an Event of Default (as defined in the Indenture) under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and owing on the Bank Bonds outstanding. In the event the Trustee exercises such remedies under the Indenture, the principal and interest due and owing on the City Bond may be accelerated in accordance with the Indenture and the City shall cause the City Bond to be redeemed and paid in full.

SECTION 4. (a) When the City Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the City Clerk in a record maintained for that purpose, and the City Clerk shall cause to be imprinted upon the City Bond, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 6.

(b) The City Bond shall be executed by the manual or facsimile signature of the Mayor or an Authorized Officer and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the City Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture and the City Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the City Bond, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery of the City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bond; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or an Authorized Officer, to authenticate and deliver the City Bond to the Bank; and

(iii) such other documentation, if any, as may be required by this Bond Resolution, the Bond Purchase Agreement, Bond Counsel and the Indenture.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Bank thereof upon payment of the purchase price of the City Bond to the City.

SECTION 5. (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the City Bond. The Transfer Agent is hereby appointed registrar for the City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the City Bond if entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.5 and 11.6 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.7 of the Indenture.

(iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(iv) The provisions of Sections 11.7 and 11.8 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

(v) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vi) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the City Bond.

(vii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

SECTION 6. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____ BANK, _____, MISSISSIPPI, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE") DATED AS OF _____, 2017, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI**

**CITY OF TUPELO
GENERAL OBLIGATION BOND
SERIES 2017**

NO. 1 **\$____,000**

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Dated Date</u>
%		_____, 2017

Registered Owner: _____ **BANK,**
As Assignee of the Mississippi Development Bank

Principal Amount: **DOLLARS**

The City of Tupelo, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value

received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this City Bond, at the principal office of _____ Bank, in _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2017, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____ Bank, _____, Mississippi, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.* and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the City Council of the City, including a resolution adopted September 5, 2017 (the "Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of Ten Million Dollars (\$10,000,000) to raise money for the purpose of providing funds for (i) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (ii) erecting, repairing, improving, adorning and equipping municipal buildings and purchasing buildings and land therefor; (iii) purchasing land for parks, cemeteries and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; (iv) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (v) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (vi) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (vii) purchasing machinery and equipment, including motor vehicles weighing not less than twelve thousand (12,000) pounds, which have an expected useful life in excess of ten (10) years which expected useful life shall exceed the life of the bonds financing such purchase; and (viii) for other authorized purposes under Mississippi Code Ann. Sections 21-33-301 *et seq.*, as amended and/or supplemented from time to time, including paying for the cost of this City Bond and the Bank Bonds (as defined herein).

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to

provide for payment of the principal of, premium, if any, and interest on the not to exceed \$10,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2017 (Tupelo, Mississippi General Obligation Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and _____ Bank, _____, Mississippi, as trustee (the "Trustee"), dated _____, 2017 (the "Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The City Bond is a general obligation of the City and shall be payable as to principal of, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the City Bond as the same falls due. The avails of said tax are irrevocably pledged by the City under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture. This City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent

of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture and the Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Bond Resolution and the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this City Bond, including principal, premium, if any, and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the 19 day of Sept., 2017.

CITY OF TUPELO, MISSISSIPPI

BY: *James L. Shott*
Mayor

COUNTERSIGNED:
Kan L. L...
City Clerk

(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION



This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2017, of the City of Tupelo, Mississippi.

_____ BANK,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____, 2017

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF LEE
CITY OF TUPELO**

I, the undersigned City Clerk of the City of Tupelo, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Lee County, Mississippi, rendered on the 19 day of Sept., 2017.



Kim Hanna
City Clerk

[END OF CITY BOND FORM]

SECTION 7. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. This City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of

the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the 2017 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. Said tax, if necessary, shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the all of the aforesaid obligations of the City Bond.

SECTION 9. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the City Bond that may be issued hereunder at any one time.

SECTION 10. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 11. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 12. (a) The City hereby establishes the 2017 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2017 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2017 Bond Fund; and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2017 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2017 Bond Fund sufficient monies to make the payments necessary (the "**Payments**") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 13. (a) The City hereby establishes the 2017 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2017 Construction Fund. Any income received from investment of monies in the 2017 Construction Fund shall be deposited in the 2017 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2017 Bond Fund for the payment of debt service on the City Bond. From the 2017 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain in the 2017 Construction Fund after the completion of the Construction Project shall be transferred to the 2017 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2017 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 14. (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in

the aforesaid manner irrespective of any transfer or exchange of such City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 15. The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. The City covenants to comply, if applicable, with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply, if applicable, with a certificate of the City to be executed and delivered concurrently with the issuance of the City Bond and the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, if applicable. The City shall not use or permit the use of any of the proceeds of the City Bond or the Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code, if and as applicable. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, if applicable, the covenants contained in this Section 16 shall survive the payment of the City Bond and the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 17. The City represents as follows:

(a) The City shall take no action that would cause the Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

SECTION 18. The City hereby covenants that, if applicable, in connection with the Bank Bonds it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, will enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee. The Mayor, the Clerk and/or an Authorized Officer are

each hereby authorized to execute the Arbitrage Rebate Agreement in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 19. The City Bond shall be sold to the Bank based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Original Purchaser of the Bank Bonds.

SECTION 20. Pursuant to SEC Rule 15c2-12(b)(5) (the "Rule"), the City, as an "obligated person" under the Rule, covenants and agrees to enter into the Continuing Disclosure Agreement, setting forth the City's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Agreement. In the event the City fails to comply with the provisions of the Continuing Disclosure Agreement, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Agreement and this Section 20.

SECTION 21. The City may issue refunding bonds, in one or more series, with the consent of the Bank pursuant to a supplement to this Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected, if applicable.

Such refunding bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution of the Governing Body authorizing the issuance of such refunding bonds.

It is intended that this Section 21 allow for the provision of refunding bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.5 of the Indenture.

SECTION 22. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the

interest of the owners of the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.1 of the Indenture;

(iii) To subject to the Indenture additional Revenues, properties or collateral;

(iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and

(vi) In connection with issuance of refunding bonds.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 23. The Mayor, the Clerk and an Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as our required for the sale, issuance and delivery of the City Bond.

SECTION 24. The Indenture, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form attached as **EXHIBIT A** (with such completions, changes, insertions and modifications as may be approved by such officers, said execution being conclusive evidence of such approval). The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized to approve such additional changes as may be requested by the Bank. The Governing Body hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that may items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 25. The City Bond Purchase Agreement, in the form submitted to this meeting, is hereby made a part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially the form as provided in **EXHIBIT B** hereto. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers.

SECTION 26. The City deems it most advantageous to authorize the Municipal Advisor, to solicit proposals and/or negotiate for the sale of the Bank Bonds with the Original Purchaser and to approve the submission of the Official Form of Proposal and/or Bond Purchase Agreement for the sale of the Bank Bonds to the Bank and the City, for approval at a subsequent date to be determined by the Municipal Advisor, Bond Counsel and the City to be the most financially advantageous to the City and the Bank and hereby gives authority to the Mayor, the Clerk and an Authorized Officer of the Governing Body to approve the sale of the Bank Bonds including the execution of the Official Form of Proposal and/or Bond Purchase Agreement as evidence thereof, for and on behalf of the City, subject to the following conditions: (1) compliance of the City and the Bank with the provisions of Act regarding the issuance of the City Bond and the Bank Bonds; (2) a total amount of Bank Bonds, in one or more series, not to exceed a total aggregate principal amount of Ten Million Dollars (\$10,000,000); (3) a net interest cost on the Bank Bonds of not more than 6.00%; (4) approval by the City and the Bank of the Official Form of Proposal and/or Bond Purchase Agreement for the sale of the Bonds evidenced by the execution of the Official Form of Proposal and/or Bond Purchase Agreement; (5) maturity schedule for the Bank Bonds of not to exceed twenty (20) years; and (6) terms and provisions of the Bank Bonds in compliance with the Act.

SECTION 27. (a) The form of the Preliminary Official Statement, Official Form of Proposal and Bond Purchase Agreement as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby are, approved in substantially said forms. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver, as applicable, the Preliminary Official Statement, Official Form of Proposal and/or Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Preliminary Official Statement is hereby "deemed

final" by the City as described in the Rule. The Mayor, the Clerk and an Authorized Officer of the Governing Body are hereby authorized and directed to execute and deliver the Official Statement in connection with the Bank Bonds with such changes from the Preliminary Official Statement as he/she may approve. Said Preliminary Official Statement, Bond Purchase Agreement and Official Form of Proposal are attached hereto as **EXHIBIT C**, **EXHIBIT D**, and **EXHIBIT E**, respectively.

(b) If in the opinion of the Bond Counsel, the Original Purchaser and the Municipal Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Bank Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Original Purchaser, and (b) the Original Purchaser to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Bank Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

(c) The Continuing Disclosure Agreement, in the form attached to the Preliminary Official Statement as submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 28. The Mayor, the Clerk and an Authorized Officer are hereby given the authority to select and appoint the Trustee for the Bank Bonds under the Indenture.

SECTION 29. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds (excluding Original Purchasers' discount and any premiums for municipal bond insurance, if applicable).

SECTION 30. Upon receiving the recommendation of the Municipal Advisor and Bond Counsel, the Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank, to be evidenced by the execution of the Official Proposal and/or Bond Purchase Agreement for the sale of the Bank Bonds.

SECTION 31. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Bank Bonds and the City Bond, including the approval of the final Official Statement in connection with the Bank Bonds. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

SECTION 32. Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Lee County, Mississippi.

SECTION 33. Upon the recommendation of the Municipal Advisor, the Mayor, the Clerk and an Authorized Officer are hereby authorized to apply for, execute and deliver, a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Bank Bonds. Such insurer shall be selected by the Bank and the City following negotiations with perspective insurers by the Municipal Advisor. Any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Indenture, the City Bond, and the Preliminary Official Statement are to be approved by the City and the Bank, and the execution of the commitment for said municipal bond insurance being conclusive evidence of such approval. Payment of the premiums, if applicable, for such municipal bond insurance out of the proceeds of the Bank Bonds is hereby approved. The Mayor, the Clerk and an Authorized Officer are hereby authorized to execute, if applicable, the commitment for municipal bond insurance on behalf of the Bank and/or the City.

SECTION 34. The Mayor, the Clerk and an Authorized Officer are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond. The Governing Body further authorizes Bond Counsel, City Counsel and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the sale and issuance of the City Bond and the Bank Bonds.

SECTION 35. The Mayor, the Clerk and an Authorized Officer are hereby authorized and directed to make all final determinations necessary in connection with the City Bond and the Bank Bonds including, but not limited to, the final principal amount of the City Bond and the Bank Bonds, the maturity schedule relating to the City Bond and the Bank Bonds, the redemption terms of the City Bond and the Bank Bonds, the dated date and payment dates of the City Bond and the Bank Bonds, the interest rate or rates to be borne by the City Bond and the Bank Bonds, and the price to be paid for the City Bond and the Bank Bonds, subject to the provisions of the Act and this Bond Resolution.

SECTION 36. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 37. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Mike Bryan, seconded by Council Member Buddy Palmer and was adopted by the following roll call vote, to wit:

YEAS: 7

NAYS: 0

ABSENT: 0

The President thereby declared the motion carried and the resolution adopted, this the 19th day of September, 2017.

ATTEST:

Amanda Daniel
CLERK OF COUNCIL

ADOPTED:
[Signature]
PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 19th day of September, 2017.

Kim Hanna
CITY CLERK

[Signature]
MAYOR

(SEAL)



Finance Department

To: Mayor & City Council
From: Kim Hanna
Date: September 19, 2017
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.

LEE COUNTY COURIER – LAID BACK IN LEE AUG 3 AND 31	\$375.00
NE MS DAILY JOURNAL – TWL – JRNL OF HOMES AUG 27	\$200.00
NE MS DAILY JOURNAL – TWL – CHURCH SPONSOR	\$26.00
BUSYLAD – COMMUNITY FESTIVAL	\$1,585.11
HAROLD SMITH – BB KING ALLSTARS – CANAL ST FESTIVAL	\$1,000.00
COREY MCNATT – COMMUNITY FESTIVAL	\$5,995.00
72 MUSIC MANAGEMENT – FALL FORWARD FEST	\$5,250.00

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

Memorandum

Approved
9/19/17
ADANIC

To: City Council
From: Kim Hanna
Date: September 19, 2017
Re: Asset Surplus for Disposal

The attached list (Exhibit A and B) is being respectfully submitted for your consideration to approve as surplus and remove from the City of Tupelo asset list. The items are marked as missing or auctioned in a prior year. The affidavits from the appropriate department have been submitted and are on file in the Finance Dept. Exhibits B are Police assets that are included on a police report.

Please consider all items listed for surplus and removal from the Fixed Asset records.

Thank you for your attention in this matter.

Exhibit A

Item Desc/ Model	Purchase Date	S/N	Department	Asset#	Barcode#	Amount	
Chainsaw 20" BAR	12/1/2005	266372317	Public Works	1562	11654	488.00	Missing
Pickup Ford F-250 1/2 Ton	3/6/1995	A85611	Public Works	204	10755	13,233.93	Sold at auction in 2015
Blower, Backpack	11/3/2008	270492573	Public Works	2914	14701	408.00	Missing
Root Saw Kit	8/25/1995	906-RSK	Public Works	G02431	13467	1,195.00	Missing
Yard Bed	4/3/1996	-	Public Works	G02564	10737	782.03	Sold at auction in 2016
Prentice Loader	5/3/1996	204158	Public Works	G02565	10694	479.21	Sold at auction in 2016
Daewood Thumb	9/30/1999	-	Public Works	G05420	10675	2,600.00	Sold at auction in 2017
Digital Camera JVC Video	1/16/2003	087J5577	Development Serv	G06572	4681	794.93	Missing
Printer HP Deskjet	7/10/2003	SSG28A1305C	Development Serv	G06577	10256	399.00	Missing
Infrared Light - Aquatic Facility pool bac	8/3/2012	-	Parks & Rec	4032	-	5,050.00	Surplus for parts
Heater-City Pool	9/30/2011	-	Parks & Rec	3588	10428	29,765.79	Surplus for scrap
ProBook 650 (Laptop)	11/8/2016	SCG639684J	Executive Dept.	-	16596	1,219.21	stolen-POLICE REPORT ON FILE
iPad with Otterbox	3/31/2013	DMPJXM18DFHW	Executive Dept.	4076	15630	512.72	Missing
iPad with Otterbox	3/31/2013	DMPJXWX1DFHW	Executive Dept.	4077	15631	512.72	Missing
iPad with Otterbox	3/31/2013	DMQJXG3JDFHW	Executive Dept.	4078	15632	512.72	Missing
iPad with Otterbox	3/31/2013	DMPJXNZDFHW	Executive Dept.	4080	15633	512.72	Missing
iPad 16GB Retina Black	3/31/2013	DMPKRGWWMF182	Executive Dept.	4106	15653	499.00	Missing
iPad 16GB Retina Black	3/31/2013	DMQKTH4VF182	Executive Dept.	4107	15654	499.00	Missing
Life Jack PP Fan	9/1/1994	GC012327136	Fire Dept.	G02822	11809	1,000.00	Not repairable
Computer, LVO	8/14/2008	1576693GULVA192W	Fire Dept.	2441	14084	1,734.00	Not repairable
Honda Lawn Mower	9/30/2003	MZCQ6950403	Fire Dept.	G06887	11082	442.86	BROKEN
Honda Lawn Mower	9/30/2003	MZCQ6788152	Fire Dept.	G06883	11086	442.86	BROKEN
Honda Lawn Mower	9/30/2003	MZCQ6788147	Fire Dept.	G06882	11087	442.84	BROKEN
RIT Assembly Pack	6/12/2009	-	Fire Dept.	3022	14731	1,456.00	Damaged
Akron Hose Clamp	6/30/1995	1590	Fire Dept.	G02459	11702	1,842.50	Not repairable
Defibrillator	10/20/2009	B09F-02492	Fire Dept.	3179	12116	1,400.00	Not repairable
Monitor 17" GEM LCD	12/17/2004	9968372HBA43201168	Fire Dept.	788/968	10199	548.00	Not repairable
AV 2000 SCBA	10/1/2006	0402002897-AA	Fire Dept.	2402	12065	3,705.74	scrap-out of compliance
AV 2000 SCBA	10/1/2006	0402002866-AA	Fire Dept.	2403	12066	3,705.74	scrap-out of compliance
iPhone	12/13/2013	F17LI1UQFF9Y	CVB	4740	15889	149.99	Missing
Computer, Laptop Motorola	4/18/2011	M136QE75QM	CVB	3543	14953	599.99	Missing

APPENDIX F

EXHIBIT B

IN AUGUST, 2017, THE TUPELO POLICE DEPARTMENT COMPLETED AN INVENTORY OF THE FIXED ASSET ITEMS THAT THEY HAVE. AFTER COMPLETING THE INVENTORY, THE FOLLOWING ARE THE ITEMS THAT WERE NOT ABLE TO BE LOCATED, AND THE ITEMS THAT NEED REMOVING FROM OUR INVENTORY:

ASSETBARCODE	SERIALNUMBER	MODEL	PURCHASEPRICE	ASSETNAME	LASTAUDITDATE	NOTES	ASSET LOCATION
10839	12377464		\$19.50	WINCHESTER 12 GA DEFENDE	8/21/2017 16:08	G02367	MISSING-NCIC
10843	J127745		\$25.00	S & W MOD 60	8/21/2017 16:08	G03059	MISSING-NCIC
10911	12377398		\$17.50	SHOTGUN - WINCHESTER	8/21/2017 16:08	G03709	MISSING-NCIC
10912	12864048		\$18.50	WINCHESTER 12 GA	8/21/2017 16:09	G03714	MISSING-NCIC
10933	CMH502		\$38.50	GLOCK 40	8/18/2017 12:49	G04230	MISSING-NCIC
10942	CSV672		\$37.10	GLOCK 40	8/18/2017 12:49	G04549	MISSING-NCIC
10953	M346746		\$68.00	SHOTGUN - BENELLI	8/21/2017 16:10	G04780	MISSING-NCIC
10985	705298		\$62.40	SHOTGUN, BENELLI 12 GAUG	8/21/2017 16:10	G05798	MISSING-NCIC
						G06752 TRADED TO BARNEYS 11-13-	
11001	FNP627		\$42.90	PISTOL, GLOCK MODEL 23-40	8/18/2017 12:36	2012	TRADED-WEAPONS TRADE
12880	15200BCAUL3A8662		\$15.96	LAPTOP, LENOVO T60		2108	SURPLUS
13046	40811400000000		\$106.07	VIDEO SECURITY SYSTEM		665	SURPLUS
13051	1384229		\$29.00	CAMCORDER, SONY HI8 HANDY CIRCUIT CI		G06759	UNABLE TO LOCATE
13058	867YFG0900		\$50.00	RADIO - MOTOROLA GTX 800		841	SURPLUS
13690	2613		\$67.50	GENERATOR HONDA EX1000		G01402	SURPLUS
13702	13678		\$44.40	1266XB FISHER METAL DEF.		G02624	UNABLE TO LOCATE
13731	1BH102548		\$40.00	RECORDER-DIGITAL		711	SURPLUS
13735	1437956		\$42.00	CAMCORDER-DCR TRV		695	UNABLE TO LOCATE
13805	70300118		\$37.80	RADIO - KENWOOD MOBILE 25W		1173	UNABLE TO LOCATE
13901	896FZW4534		\$89.30	RADIO, MOTOROLA		G05601	MISSING-SURPLUS
13930			\$37.51	KALIMAR CAMERA-35MM		G05087	SURPLUS
13947	20009753		\$30.97	PROJECTOR - OVERHEAD		1103	SURPLUS
13957	185711		\$65.00	SONY DIGITAL CAMERA		G05506	UNABLE TO LOCATE
14189	383542		\$47.49	CAMCORDER, SONY DCRDVD105		1451	UNABLE TO LOCATE
14191			\$37.51	KALIMAR CAMERA 35MM		G05089	SURPLUS
14270	SCNU9380G86		\$13.91	LAPTOP, HP PROBOOK 4710S		3133	UNABLE TO LOCATE
14282	SCNU938CJ94		\$13.91	LAPTOP, HP PROBOOK 4710S		3139	SURPLUS
14284	SCNU938CJ9H		\$13.91	LAPTOP, HP PROBOOK 4710S		3140	UNABLE TO LOCATE
14299	11897989525		\$5.50	COMPUTER, LAPTOP, HP PAVILION DV4		2812	UNABLE TO LOCATE
14305	810264		\$644.96	REPEATER, BK/RELM SUITCASE		2859	SURPLUS
14311	RP02612		\$165.40	RADAR, RAPTOR RP-1 DUAL		3104	UNABLE TO LOCATE
14504			\$2,327.81	SEARCH LIGHT, STARBURST SX-5	8/17/2017 15:08	1752	SURPLUS
14587	1522427ULH8EVGW2		\$12.08	LAPTOP, TS TP		3094	UNABLE TO LOCATE
14624	721CJX3028		\$155.75	RADIO, DIGITAL TECHNICONIC 800 MHZ FM-HELI	8/18/2017 15:50	2947	SURPLUS
14823	18801463M		\$47.85	SHOTGUN, REMINGTON 870 PUMP	8/18/2017 15:52	3129	MISSING-SURPLUS
14861	PELE		\$1,487.50	DOG, PELE-DECEASED	8/15/2017 10:55	3177	SURPLUS
14927	1840742881		\$1.64	CAMERA, CANON W/ZOOM LENSE		3235	UNABLE TO LOCATE
15025	624CJT0485		\$150.00	RADIO, XTL2500 (USED)	8/18/2017 16:00	3469	SURPLUS-TRADED TO 911
15236	32FA3090		\$2.89	PHONE, BLACKBERRY	8/18/2017 16:04	3672	SURPLUS
15476	TE8924		\$71.58	GUN, GLOCK 17 9MM	8/18/2017 10:54	3698	SURPLUS-NORWOOD RET.
15477	TE8925		\$71.58	GUN, GLOCK 17 9MM	8/18/2017 12:52	3699	SURPLUS-GREENHILL RET.
15504	TE8952		\$71.58	GUN, GLOCK 17 9MM	8/18/2017 12:57	3735	MISSING-SURPLUS
15532	TCL277		\$71.58	GUN, GLOCK 19 9MM	8/17/2017 9:55	3763	SURPLUS-BENNETT RET.
15552	TCL297		\$71.58	GUN, GLOCK 19 9MM	8/18/2017 13:02	3783	SURPLUS-HAYNES RET.
15622	X00-674789		\$161.81	TASER, W/HOLSTER		3841	UNABLE TO LOCATE
15735	2500154416		\$71.94	MAGNETIC STRIP READER		4646	UNABLE TO LOCATE
15763	CCNOCK18114950A		\$100.00	LAPTOP, ASUS		4762	SURPLUS
15776			\$4,401.78	DOG, (IRON) BELGAIN MALINOIS X-9-DECEASED	8/17/2017 17:29	4206	SURPLUS
15887	C8PM62PUPFML7		\$87.50	CELL PHONE, IPHONE 4S 8 GB		4598	SURPLUS
16044	NA		\$4,700.59	K-9, DOG (MAX)-DECEASED	8/17/2017 17:29	4653	SURPLUS
16046	2C3CDXAG1EH194812		\$13,704.37	CAR, 2014 DODGE CHARGER	8/18/2017 16:31	4655	SURPLUS
16053	3526280		\$638.18	CAMERA, SONY DIGITAL SLR W/50MM LENS	8/21/2017 16:06	5369	UNABLE TO LOCATE
16054	3526279		\$638.18	CAMERA, SONY DIGITAL SLR W/50MM LENS	8/21/2017 16:06	5368	UNABLE TO LOCATE
16879	C3H02211		\$40.00	RECORDER-PANASONIC DIGITAL		709	SURPLUS
AST0000628			\$422.25	RADAR, RAPTOR		3895	UNABLE TO LOCATE
AST0000633	1642762		\$3.30	CAMCORDER, SONY R68 HANDYCAM		3902	UNABLE TO LOCATE
AST0000863	0415C23906 & 0815V00012		\$3,637.50	HEAT PUMP, 2 TON CARRIER W/HEATER		5004	NIMLET-REMOVE FROM ASSETS
AST0000904			\$1,630.12	SHELLBACK TACT PLATE CARR-NEEDS REMOVING CAPITAL	8/22/2017 16:48	5047	SURPLUS
AST0000905			\$2,445.19	PLATES, BALLASTIC AR500-REMOVE FROM CAPITAL	8/22/2017 16:48	5048	REMOVE FROM CAPITAL
AST0000906	6689774614		\$1,014.67	COMPUTER		5049	UNABLE TO LOCATE
AST0000907	2950727778		\$500.00	COMPUTER, DEL OPTIPLX		5050	UNABLE TO LOCATE
AST0000908	1FMSK8AR1FG862405		\$21,796.06	FORD, 2015 POLICE CAR	8/21/2017 10:54	5051	SURPLUS
AST0000916			\$25,329.37	REMOTEC ROBOT REPAIR	8/17/2017 17:21	5060	SURPLUS

A CURRENT LIST OF THESE ITEMS WILL BE MAINTAINED BY THE PROPERTY/EVIDENCE OFFICER UNTIL FURTHER NEEDED.

LT. BRIAN BROWN
EOR



TUPELO POLICE DEPARTMENT



INVENTORY 2017

7.4
Letter of
Explanation
& Revised List
- Exhibit B

To: Don Lewis and Kim Hannah

From: Lt. Brian Brown

Don and Kim,

This is to inform you that the property list that was turned in to you last Friday, September 15, had weapons listed on NCIC included in the list. Due to the weapons being listed with NCIC (National Crime Information Center), which is the current process that every agency does in the United States when a weapon is stolen or misplaced, we will need to keep them on our active inventory. If the weapons are recovered we can place them back into active status.

Once a weapon is listed on NCIC, this places this weapon on an "active roster" of missing or stolen weapons that every agency has access to in the United States. If the weapon is ran through NCIC, we will be notified and a return process will be initiated by the discovering agency.

Weapons that were attached to the original surplus list have been actively listed on NCIC for a number of years now under prior administrations. Systems have been put in place, such as the addition of Asset Manager Software and a weapons log book that assist the issuance of weapons and keep them from being misplaced. Also, under prior administrations, occasionally weapons issuance was not regulated as well as they are now unless protocol is not followed by the officer. Currently, our process is managed by only either Lt. Bobby Carnathan or me.

If you have any other questions, feel free to contact us.

Thanks,

Lt. Brian Brown

EXHIBIT B

ASSETBARCODE	SERIALNUMBER	MODEL	PURCHASEPRICE	ASSETNAME	LASTAUDITDATE	NOTES	ASSET LOCATION
						G06752 TRADED TO BARNEYS 11-13-	
11001	FPN627		\$ 429.00	PISTOL, GLOCK MODEL 23-40	8/18/2017 12:36	2012	TRADED-WEAPONS TRADE
12880	152008C4UL3A8662		\$ 1,596.00	LAPTOP, LENOVO T60		2108	SURPLUS
13046	40811400000000		\$ 1,060.68	VIDEO SECURITY SYSTEM		665	SURPLUS
13051	1384229		\$ 289.95	CAMCORDER, SONY HI8 HANDY CIRCUIT CI		G06759	UNABLE TO LOCATE
13058	867YPG0900		\$ 500.00	RADIO - MOTOROLA GTX 800		841	SURPLUS
13063	805D0586		\$ 484.00	RADIO, KENWOOD PORTABLE (5 WATT)		1735	UNABLE TO LOCATE
13690	2613		\$ 675.00	GENERATOR HONDA EX1000		G01402	SURPLUS
13702	13678		\$ 444.00	1266XB FISHER METAL DET.		G02624	UNABLE TO LOCATE
13731	13H102548		\$ 399.99	RECORDER-DIGITAL		711	SURPLUS
13735	1437956		\$ 419.98	CAMCORDER-DCR TRV		695	UNABLE TO LOCATE
13805	70300113		\$ 378.00	RADIO - KENWOOD MOBILE 25W		1173	UNABLE TO LOCATE
13901	896FZW4534		\$ 893.00	RADIO, MOTOROLA		G05601	MISSING-SURPLUS
13930			\$ 375.11	KALIMAR CAMERA-35MM		G05087	SURPLUS
13947	20009753		\$ 309.68	PROJECTOR - OVERHEAD		1103	SURPLUS
13957	185711		\$ 649.99	SONY DIGITAL CAMERA		G05506	UNABLE TO LOCATE
14189	383542		\$ 474.99	CAMCORDER, SONY DCRDVD105		1451	UNABLE TO LOCATE
14191			\$ 375.11	KALIMAR CAMERA 35MM		G05089	SURPLUS
14270	SCNU938DGB6		\$ 1,390.69	LAPTOP, HP PROBOOK 4710S		3133	UNABLE TO LOCATE
14282	SCNU938CJ94		\$ 1,390.69	LAPTOP, HP PROBOOK 4710S		3139	SURPLUS
14284	SCNU938CJ9H		\$ 1,390.69	LAPTOP, HP PROBOOK 4710S		3140	UNABLE TO LOCATE
14299	11897989525		\$ 549.98	COMPUTER, LAPTOP, HP PAVILION DV4		2812	UNABLE TO LOCATE
14305	810264		\$ 6,449.60	REPEATER, BK/RELM SUITCASE		2859	SURPLUS
14311	RP02612		\$ 1,654.00	RADAR, RAPTOR RP-1 DUAL		3104	UNABLE TO LOCATE
14504			\$ 23,278.10	SEARCH LIGHT, STARBURST SX-5	8/17/2017 15:08	1752	SURPLUS
14587	1S22427UUR8EVGW2		\$ 1,207.55	LAPTOP, TS TP		3094	UNABLE TO LOCATE
14861	PELE		\$ 8,500.00	DOG, PELE-DECEASED	8/15/2017 10:55	3177	SURPLUS
14927	1840742881		\$ 1,640.39	CAMERA, CANON W/ZOOM LENSE		3235	UNABLE TO LOCATE
15025	624CJT0485		\$ 1,500.00	RADIO, XTL2500 (USED)	8/18/2017 16:00	3469	SURPLUS-TRADED TO 911
15236	32FA3090		\$ 289.00	PHONE, BLACKBERRY	8/18/2017 16:04	3672	SURPLUS
15476	TEB924		\$ 409.00	GUN, GLOCK 17 9MM	8/18/2017 10:54	3698	SURPLUS-NORWOOD RET.
15477	TEB925		\$ 409.00	GUN, GLOCK 17 9MM	8/18/2017 12:52	3699	SURPLUS-GREENHILL RET.
15532	TCL277		\$ 409.00	GUN, GLOCK 19 9MM	8/17/2017 9:55	3763	SURPLUS-BENNETT RET.
15552	TCL297		\$ 409.00	GUN, GLOCK 19 9MM	8/18/2017 13:02	3783	SURPLUS-HAYNES RET.
15622	X00-674789		\$ 844.95	TASER, W/HOLSTER		3841	UNABLE TO LOCATE
15735	2500154416		\$ 518.00	MAGNETIC STRIP READER		4646	UNABLE TO LOCATE
15763	CCNOCX18114950A		\$ 450.00	LAPTOP, ASUS		4762	SURPLUS
15887	C8PM62PUFML7		\$ 449.99	CELL PHONE, IPHONE 4S 8 GB		4598	SURPLUS
16044	NA		\$ 7,450.00	K-9, DOG (MAX)-DECEASED	8/17/2017 17:29	4653	SURPLUS
16046	2C3CDXAG1EH194812		\$ 27,137.35	CAR, 2014 DODGE CHARGER	8/18/2017 16:31	4655	SURPLUS
AST0000628			\$ 1,689.00	RADAR, RAPTOR		3895	UNABLE TO LOCATE
15584	1642762		\$ 329.99	CAMCORDER, SONY R68 HANDYCAM		3902	UNABLE TO LOCATE

EXHIBIT B

AST0000863	0415C23906 & 0815V00012	\$ 4,850.00	HEAT PUMP, 2 TON CARRIER W/HEATER		5004	NMLETC-REMOVE FROM ASSETS
AST0000904		\$ 2,835.00	SHELLBACK TACT PLATE CARR-NEEDS REMOVING CAPITAL	8/22/2017 16:48	5047	REMOVE FROM CAPITAL
AST0000905		\$ 4,252.50	PLATES, BALLASTIC AR500-REMOVE FROM CAPITAL	8/22/2017 16:48	5048	REMOVE FROM CAPITAL
AST0000906	6669774614	\$ 1,399.54	COMPUTER		5049	UNABLE TO LOCATE
AST0000907	29250727778	\$ 689.65	COMPUTER, DEL OPTIPLEX		5050	UNABLE TO LOCATE
AST0000908	1FM5K8AR1FGB62405	\$ 30,484.00	FORD, 2015 POLICE CAR	8/21/2017 10:54	5051	SURPLUS
AST0000916		\$ 37,525.00	REMOTEC ROBOT REPAIR	8/17/2017 17:21	5060	SURPLUS
AST0001054		\$ 799.99	TV, WESTINGHOUSE 65"-RETURNED FOR REFUND	8/21/2017 15:59	5371	SURPLUS
14624	721CJX3028	\$ 15,575.00	RADIO, DIGITAL TECHNICONIC 800 MHZ FM-HELI	8/18/2017	2947	SURPLUS
16879	C3HI02211	\$ 399.99	RECORDER-PANASONIC DIGITAL		709	SURPLUS
15776	-	\$ 8,500.00	DOG, (IRON) BELGIAN MALINOIS K-9 DECEASED	8/17/2017	4206	SURPLUS

FINAL LOT MOWING REPORT FOR SEPTEMBER _19_2017

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	22494	089F3023001	TOLBERT ST	CLARK DREDRICK	215 N GREEN	TUPELO, MS 38804	DJ
2.	22496	089J3124900	339 N MADISON ST UNIT A & B	KEMA SABE	PO BOX 691	TUPELO, MS 38802	DJ
3.	22541	077C2507801	1203 ACKIA TRL	DUFFORD TERRY A & SUSAN B	979 NORTH GLOSTER STREET	TUPELO, MS 38804	SB
4.	22543	077D2510900	1207 FRANCIS SQ	SHIRLEY ROBERT REV & NELLIE	1207 FRANCIS SQ	TUPELO, MS 38804	SB
5.	22546	077C2507700	ACKIA TRL	BELL JOSEPH A & LIBERTY	1535 COUNTRYWOOD COVE	TUPELO, MS 38801	SB
6.	22552	077D2511600	1403 FRANCIS SQ	HENSON REAL ESTATE	P O BOX 728	TUPELO, MS 38802	SB
7.	22565	077C2501900	1510 TRACE AVE	ROBERTS JAMES & CURTIS	1305 KINCANNON ST	TUPELO, MS 38804	AN
8.	22587	101H0118300	1016 TAFT ST	ROOKER LEE R & MAXINE	1016 TAFT ST	TUPELO, MS 38801	DJ
9.	22588	103C0500703	530 WOOTEN CV	WESTSIDE PROPERTIES INC	2477 AMELIA LANE	TUPELO, MS 38801	SB
10	22590	101U1103900	2612 CAMELLA CV	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	SB
11	22591	101H0119501	PRESIDENT AVE	HAIDER SAJJAD	15512 GOLDEN BELL	WINTER GARDEN, FL 34787	DJ
12	22592	101U1104100	2627 CAMELLA CV	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803	SB

APPENDIX G

FINAL LOT MOWING REPORT FOR SEPTEMBER_19_2017

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	22595	077K3514800	2419 RHENDA ST	SHEFFIELD FLOYD M & JEWEL C (LE)	2419 RHENDA ST	TUPELO, MS 38801	SB
14	22598	077Q3600600	109 LUMPKIN AVE	JM HARRISON PROPERTIES	122 FOREST GATE RD	RIPLEY, MS 38663	AN
15	22644	106D1308700	922 TERRY RD	MATTHEWS ALICE ROBERTA	614 SANDRINGHAM DRIVE	ALPHARETTA, GA 30004	DJ
16	22665	077L3614700	301 LUMPKIN AVE	RANDLE RENTH	301 LUMPKIN AVE	TUPELO, MS 38801	AN
17	22688	078H2709200	2311 REDBUD LN	WHITFIELD DAVID & MONIQUE	2311 REDBUD LANE	TUPELO, MS 38801	AN
18	22691	078H2706900	2313 EVERGREEN	CONWAY KELLY GABLE	2313 EVERGREEN	TUPELO, MS 38801	AN
19	22708	077Q3602002	105 DOUGLAS ST	MUNN JOHN	109 NORTH WISHBONE TRAIL	SALTILLO, MS 38866	AN
20	22709	101M1221500	MODEANNIA ST	RUPERT, DAVID	2096 MODEANNIA	TUPELO, MS 38801	DJ
21	22712	077M3601900	308 RANKIN BLVD	COOK BRANDON C & RASMUSSEN WIN	2221 PARC MONCEAU	TUPELO, MS 38804	DJ
22	22733	113E0610700	920 LYNDEN BLVD	KEMA SABE	PO BOX 691	TUPELO, MS 38802	DJ
23	22734	113J0703700	1016 CHICKASAW TRL	MAXCY STEWART & STEPHANIE G	1566 LARKSPUR CIRCLE	TUPELO, MS 38801	DJ
24	22753	089K3100200	508 N MADISON ST	SYMBIOTIC PARTNERS LLC	4905 POPLAR SPRINGS DR SUITE B	MERIDIAN, MS 39305	DJ

APPENDIX G

FINAL LOT MOWING REPORT FOR SEPTEMBER _19_2017

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	22791	089K3104700	MLK CIR	GIVHAN CARCILE & DLOYS	175 CR 115	SHANNON, MS 38868	AN
26	22810	113E0600100	VAN BUREN AVE	DODGE FAMILY LTD PARTNERSHIP	P O DRAWER 1688	TUPELO, MS 38802	DJ
27	22887	077M3605701	1100 CHAPMAN DR	DAVIDSON STEPHANIE	4360 SOUTHERN AVE SE	WASHINGTON, DC 20019	DJ



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

September 13, 2017

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 City Council Members
City of Tupelo
Tupelo, MS 38804

Dear Mayor Shelton and Council Members:

A request was received by the Tupelo Traffic Committee, thru Ms. K.C. Grist, from the Bristow Acres and Audubon Woods Neighborhood Associations for the installation of neighborhood identification signs (3 each) for the following locations:

- Bristow Acres:
 - 1) Corner of George Avenue & W. Jackson Street
 - 2) Corner of Vassar Drive & W. Jackson Street
 - 3) South end of Lumpkin – West side of the road
- Audubon Woods:
 - 1) Near the intersection of Swallow Lane and Pheasant Run
 - 2) Near the east side of the creek on Clawood Drive
 - 3) Near the north end of Pheasant Run

The neighborhood associations have received funding through the city's Neighborhood Improvement Fund to purchase the signs and have them installed. The neighborhood associations have received permission from all affected homeowners to have signs installed on their property.

It is imperative that these signs be purchased before the end of the FY2017 fiscal year, therefore, an email poll was conducted of the traffic committee members with the following results:

John Crawley	Voted <u>Yes</u>
Donald Dykes	Voted <u>Yes</u>

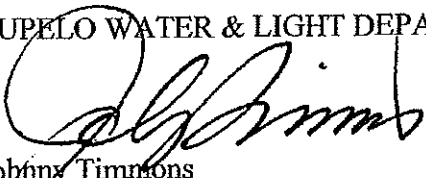
Jimmy Avery	Voted <u>Yes</u>
Phillip Sanderson	Voted <u>Yes</u>
Alex Wilcox	Voted <u>Yes</u>
Norman Cruse	Voted <u>Yes</u>
Barton Wynn	Voted <u>Yes</u>
Mike Williams	Voted <u>Yes</u>

Mr. Nathaniel Stone was not able to be reached.

This request has been approved by a majority of the Traffic Committee members and we now seek your approval so that these signs may be purchased and installed. If you have any questions, please let me know.

Thank you,

TUPELO WATER & LIGHT DEPARTMENT



Johnny Timmons
Manager

7.8



Public Works Department Memorandum

To: Mayor Shelton and City Council
From: Mr. Chuck Williams (CW)
VIA: Don Lewis
Kim Hanna
Re: Bid approval
Date: August 31, 2017
Copy: Missy Shelton

Bid Openings: August 29, 2017 10:00 a.m.

1480PW

Attendance:
Missy Shelton City Finance Department
Bobby Coghlan Public Works Department

1480PW Uniforms: One bidder responded. We recommend that UniFirst be approved as the lowest and best bid for Uniforms.

See Next Page

Page 2
1480PW

PW Tabulations:

Description	Unifirst	Description	Unifirst
Microcheck/Solid Industrial Shirt	21.43/18.11	Cargo pant w/ work shirt	4.95/11 sets
Oxford Cloth Shirt	21.38	Duck pant w/ shirt	4.29/11 sets
Cargo Pant	32.49	Cargo pant only	2.97/11 pants
Dress Pant	27.86	Duck pant only	2.31/11 pants
Jacket	46.39	Dress pant only	2.53/11 pants
Duck Pant	30.09	Industrial shirt w/trousers/cargo/blue jean pant	4.62/11 sets
Cotton Shirt	24.86	Oxford cloth shirt w/ dress pant	4.40/11 sets
Cotton Pant	32.35	Cargo short	2.75/11 sets
Cargo Short	29.41		

NO PW

RECEIVED
AUG 22 2017

ATTENTION: PURCHASING AGENT

SEALED BID

RECEIVED FROM: Unifirst

INVITATION NO.: 1480 PW

TIME AND DATE TO BE OPENED:

10:00AM 8-29-17

CITY OF TUPELO
PURCHASING DEPARTMENT
71 EAST TROY ST.
P. O. BOX 1485
TUPELO, MS 38802-1485

MINUTE ENTRY SIGN UP SHEET

DATE 8-29-17

TIME 10:00am

BID # 1480PW

DEPARTMENT PW / PR

PROJECT Unjared

ATTENDANCE

COMPANY

Missy Shelton

COT Finance

Bobby COGHLAN

COT PW.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1480PW

Public Works Department

TO UniFirst

P.O. Box 303

ADDRESS 700 Dogwood Stand Rd Booneville MS 38829

DATE 8-2-17

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10:00 o'clock A M 8-29-17 20 17, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at ~~once unless otherwise specified.~~

CITY OF TUPELO

By Missy Shelton

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department is accepting bids to lease uniforms for a period of twenty-four (24) months according to available funds. Award to be for one year with one year pending according to approval of funds by the City Council for these years.</p> <p>The vendor will supply all labor and material. Uniforms will be delivered to specified sites and rented for length of time according to approval of funds by City Council. Uniforms will consist of shirts, pants, and jackets or any combination or single item for employees of the Public Works Department and the Department of Parks and Recreation. Sample uniforms shall be submitted with the bid for review. The approximate quantity of uniforms is to be for 85 workers and 10 supervisors at initial ordering. Additional uniforms may be needed during the life of the bid for new employees.</p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. Cargo pants to have outside snaps for pocket closure. Interior pocket shall be a minimum of fourteen inches deep. 2. Poly/Cotton blend lightweight duck canvas option to be offered. 3. Stitching shall be enclosed double stitching on interior pockets. Front pockets shall have a minimum of twelve inch deep pockets. 4. Vendor must provide women's pant. 5. Shirts must have two piece yoke on back of shirt to provide more 				

CITY MAY EXPECT DELIVERY BY

DATE 8-24-17

BIDDER UniFirst

ADDRESS P.O. Box 303, Booneville MS 38829

TELEPHONE 662-723-7811

BY Joseph Branks

* These quoted prices do reflect a small savings over your current pricing.

* Prices locked for term of bid

APPENDIX J

* No Embroidery or Service Fees

* No Delivery Fee



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Departmen

TO _____

ADDRESS _____

DATE _____

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

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
shoulder room with 11% stretch. Shirts must have seven matching buttons on front of shirt. Shirts will be 57% cotton and 43% polyester wrinkle free material. 6. Uniform will be washed and dried (not dry cleaned) and hung on hangers. Pressed dress pants to be hung on round cardboard hangers; shirts and pants on separate hangers. 7. All long sleeves, all short sleeves or a four/five split of shirts will be supplied upon employee's request. 8. The vendor will be responsible for measuring all personnel and/or supplying sample garments for sizing. 9. All uniforms will be new at initial assignment. New employees will be supplied with new garments within two weeks of order at no additional cost. No charge for size changes, repairs, replacements due to normal wear and tear. No restocking fees will be paid. 10. No charge for oversize garments. Long tails and long sleeve lengths will be provided. All sizes to be available including long/tall and large sizes at no additional cost. 11. Embroidered emblems will be supplied and sewn/glued on by vendor. City emblems will be embroidered. City logo to be two colors. Emblems to be placed on work shirts and jackets only. Emblems must be approved by Public Works. 12. The vendor will furnish uniforms per employee as decided when order is placed. Public Works to have eleven (11) uniforms; Parks				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
and Recreation to have eleven (11). Beginning date of contract to be agreed upon between City and vendor.				
13. Pick up and delivery will be required one (1) time per week on scheduled day.				
14. Uniform colors will be selected by the City Department.				
15. The route person will leave an account of garments picked up and left each week with the Department. The count of soiled garments shall take place on site.				
16. The vendor will furnish a service guarantee, which allows the City to submit by certified letter, any complaints that are not resolved in the normal weekly course of business. At this point the vendor must resolve the discrepancy within thirty days. Vendor failure to do so will permit termination of the bid.				
17. Jackets to be available in both short and long style.				
18. Garment damage due to normal wear and tear will be repaired or replaced at vendor's expense.				
19. Lost or abused garments will be replaced at a cost of:				
Price per replacement of industrial shirt				
Price per replacement of oxford cloth shirt.....				
Price per replacement of cargo pant.....				
Price per replacement of dress pants.....				
Price per replacement of jacket.....				
Price per replacement of Poly/Cotton blend lightweight duck pant..				
Price per replacement of cotton shirt.....				

Microfiber = 21.43
Solid color = 18.11
24.38
32.49
27.86
46.39
30.09
24.82

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
Price per replacement of cotton pant.....	32.35			
" " " " " Cargo Short	29.41			
Unless 100% cotton, clothes should be blend of cotton and polyester.				
<i>Parks & Recreation - Work Shirt is Current Microcheck shirt</i>				
Prices to be submitted by weekly rental price				
Cargo pant with work shirt... <i>0.45 each = 4.95 for 5 sets each week</i>	4.95 11/11 Sets	0.45		
<i>Pant = 0.27 Shirt = 0.18</i>				
Poly/Cotton blend lightweight duck pant with work shirt... <i>0.39 each = 4.29 for 5 sets</i>	4.29 11 Sets	0.39		
<i>Pant = 0.21 Shirt = 0.18</i>				
Cargo pant only.....	2.97 11 pants	0.27		
Poly/Cotton blend lightweight duck pant only.....	2.31 11 pants	0.21		
Dress pant.....	2.53 11 pants	0.23		
Industrial work shirts and trousers/cargo pant/blue jean - 100% wrinkle free cotton (for welder, whichever available by vendor).....	4.62 11 Sets	0.42		
<i>Pant = 0.24 Shirt = 0.18</i>				
Oxford cloth button down collar shirts and pleated dress pants - 43% polyester and 57% cotton or similar blend.....	4.40 11 Sets	0.40		
<i>Shirt = 0.19 Pant = 0.21</i>				
<i>Cargo Shorts</i>	2.75	0.25		

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____

Over for Public Works



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____
Public Works Department

TO _____

ADDRESS _____

DATE _____

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
General Bidder Requirements:				
<ul style="list-style-type: none"> All Bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and vendor address on it. The bidder will sign and date the bid at the bottom of the bid form. All Bids must be submitted in the enclosed bid envelope or an envelope identified in the same manner as the enclosed envelope. The outside of the envelope will be clearly marked with vendor, invitation number, and time and date to be opened. The Mayor and City Council reserve the right to reject any and all bids, to waive any informality in the bid or award the bid to whomever they may choose. 				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____



Northeast Mississippi Daily Journal, 1242 S. Green Street

Account: 3486	Ad ID: 1286673
Name: MISSY SHELTON	Description: #1286673 LEGAL NOTICE CITY OF TUPELO
Company: CITY OF TUPELO	Run Dates: 08/08/17 to 08/15/17
Address: P.O BOX 1485	Class: 1401
TUPELO, MS 38802	Orig User: SLH
Telephone: (662) 841-6487	Words: 65
	Lines: 19
	Agate Lines: 21

Other Charges:	\$3.00	Net Cost:	\$17.30	Notes:
Discount:	\$0.00			
Surcharge:	\$0.00	Paid Amount:	- \$0.00	
Credits:	\$0.00			
Bill Depth:	2.028	Amount Due:	\$17.30	

#1286673

LEGAL NOTICE

CITY OF TUPELO
 MAYOR JASON SHELTON
 Sealed bids will be received in the Purchasing Office, 71 East Troy, and Tupelo, MS until 10:00 a.m. Tuesday, August 29, 2017 for the following.

**1480PW Uniforms -
 24 month bid**

Specifications are on file in the Purchasing Office and will be furnished upon request.

CITY OF TUPELO
 PURCHASING
 Missy Shelton
 841-6456

August 8, 15, 2017

Missy Shelton

From: Agency Bid Bank <agencybidbank@mississippi.org>
Sent: Monday, August 07, 2017 8:31 AM
To: Missy Shelton
Subject: MPTAP Bid Submission -- 08/07/2017 08:30 AM

Thank you for your bid submission on 08/07/2017 08:30 AM.

Please Keep this Confirmation for your Records

User: missy.shelton@tupeloms.gov (Missy Shelton)
Agency: City of Tupelo
Division:

Bid Number: 108-20170807082910
Alternate Bid Number (if applicable): 1480PW
Bid Due Date and Time: 8/29/2017 10:00:00 AM
NIGP Number: 98386
NIGP Description: Janitorial/Lawn Rental Services,Uniform Rental or Lease
Major Procurement Category: COMMODITIES
Sub Procurement Category: SUPPLIES - NON-TECHNOLOGY
Pre-Bid Conference: False
Pre-Bid Conference Date and Time: N/A
Pre-Bid Description (if applicable): N/A
Bid Description: 24 MONTH UNIFORM SUPPLY (RENTAL/LEASE)
File attached: True
File Attachment Generated File Name: 108-20170807082910.doc
File Attachment Description (if applicable): N/A

Thank you for your bid submission. Your bid has been registered with our system, and the MPTAP administrator has been notified of your bid.

Confidentially Note: The Mississippi Development Authority (MDA) is committed to ensuring complete confidentiality of information for our customers. To this end, the information contained in this e-mail and/or document(s) attached is for the exclusive use by the individual named above and/or their organization and may contain confidential, privileged and non-disclosable information. If you are not the intended recipient, please refrain from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way. If you have received this transmission in error, please notify me immediately. (MDA-2012)

Missy Shelton

From: Zaunbrecher, Jake <ZaunbrecherJ@cintas.com>
To: Missy Shelton
Sent: Wednesday, August 09, 2017 1:25 PM
Subject: Read: Bid 1480PW

Your message

To:
Subject: Bid 1480PW
Sent: Wednesday, August 09, 2017 1:24:55 PM (UTC-06:00) Central Time (US & Canada)

~~was read on Wednesday, August 09, 2017 1:24:52 PM (UTC-06:00) Central Time (US & Canada).~~

Cintas

5425 Mineral Wells Road
Memphis, TN 38141
(901) 942-5497
cell: (901) 606-1899
fax: (901) 942-5498
www.cintas.com

Contact: Jake Zaunbrecher
Sales and Service Manager
Email: zaunbrecherj@cintas.com

*emailed
8-9-17*

specializing in:
appeals and floor mat solutions

Unifirst

P.O. Box 303
Booneville, MS 38829

office: 662-728-7811
cell: 662-416-1493
fax: 662-728-0039
www.unifirst.com

Contact: Dave Olive
Sales and Service Manager

*mailed
8-9-17*

specializing in:
appeals and floor mat solutions

Paramount

5421 Crestview
Memphis, TN 38135

office: 901-832-2123
cell:
fax:
www.paramountuniform.com

Contact: Cyrilla Steffel
Sales and Service Manager
Email: csteffel@paramountuniform.com

emailed 8-9-17

specializing in:
appeals and floor mat solutions

Missy Shelton

From: Smith, Jason 581 <Smith-Jason4@aramark.com>
To: Missy Shelton
Sent: Wednesday, August 09, 2017 12:33 PM
Subject: Read: 1480PW

Your message

To:
Subject: 1480PW
Sent: Wednesday, August 09, 2017 12:33:22 PM (UTC-06:00) Central Time (US & Canada)

was read on Wednesday, August 09, 2017 12:32:58 PM (UTC-06:00) Central Time (US & Canada).

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1480PW

Public Works Department

TO _____

ADDRESS _____

DATE 8-2-17

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10:00 o'clock A M 8-29-17 20 17, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at ~~once unless otherwise specified.~~

~~CITY OF TUPELO~~

By Missy Shelton

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department is accepting bids to lease uniforms for a period of twenty-four (24) months according to available funds. Award to be for one year with one year pending according to approval of funds by the City Council for these years.</p> <p>The vendor will supply all labor and material. Uniforms will be delivered to specified sites and rented for length of time according to approval of funds by City Council. Uniforms will consist of shirts, pants, and jackets or any combination or single item for employees of the Public Works Department and the Department of Parks and Recreation. Sample uniforms shall be submitted with the bid for review. The approximate quantity of uniforms is to be for 85 workers and 10 supervisors at initial ordering. Additional uniforms may be needed during the life of the bid for new employees.</p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. Cargo pants to have outside snaps for pocket closure. Interior pocket shall be a minimum of fourteen inches deep. 2. Poly/Cotton blend lightweight duck canvas option to be offered. 3. Stitching shall be enclosed double stitching on interior pockets. Front pockets shall have a minimum of twelve inch deep pockets. 4. Vendor must provide women's pant. 5. Shirts must have two piece yoke on back of shirt to provide more 				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
shoulder room with 11% stretch. Shirts must have seven matching buttons on front of shirt. Shirts will be 57% cotton and 43% polyester wrinkle free material. 6. Uniform will be washed and dried (not dry cleaned) and hung on hangers. Pressed dress pants to be hung on round cardboard hangers; shirts and pants on separate hangers. 7. All long sleeves, all short sleeves or a four/five split of shirts will be supplied upon employee's request. 8. The vendor will be responsible for measuring all personnel and/or supplying sample garments for sizing. 9. All uniforms will be new at initial assignment. New employees will be supplied with new garments within two weeks of order at no additional cost. No charge for size changes, repairs, replacements due to normal wear and tear. No restocking fees will be paid. 10. No charge for oversize garments. Long tails and long sleeve lengths will be provided. All sizes to be available including long/tall and large sizes at no additional cost. 11. Embroidered emblems will be supplied and sewn/glued on by vendor. City emblems will be embroidered. City logo to be two colors. Emblems to be placed on work shirts and jackets only. Emblems must be approved by Public Works. 12. The vendor will furnish uniforms per employee as decided when order is placed. Public Works to have eleven (11) uniforms; Parks				

CITY MAY EXPECT DELIVERY BY

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BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
and Recreation to have eleven (11). Beginning date of contract to be agreed upon between City and vendor.				
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14. Uniform colors will be selected by the City Department.				
15. The route person will leave an account of garments picked up and left each week with the Department. The count of soiled garments shall take place on site.				
16. The vendor will furnish a service guarantee, which allows the City to submit by certified letter, any complaints that are not resolved in the normal weekly course of business. At this point the vendor must resolve the discrepancy within thirty days. Vendor failure to do so will permit termination of the bid.				
17. Jackets to be available in both short and long style.				
18. Garment damage due to normal wear and tear will be repaired or replaced at vendor's expense.				
19. Lost or abused garments will be replaced at a cost of:				
Price per replacement of industrial shirt				
Price per replacement of oxford cloth shirt.....				
Price per replacement of cargo pant.....				
Price per replacement of dress pants.....				
Price per replacement of jacket.....				
Price per replacement of Poly/Cotton blend lightweight duck pant..				
Price per replacement of cotton shirt.....				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
Price per replacement of cotton pant..... Unless 100% cotton, clothes should be blend of cotton and polyester.				
Prices to be submitted by weekly rental price				
Cargo pant with work shirt.....				
Poly/Cotton blend lightweight duck pant with work shirt.....				
Cargo pant only.....				
Poly/Cotton blend lightweight duck pant only.....				
Dress pant.....				
Industrial work shirts and trousers/cargo pant/blue jean - 100% wrinkle free cotton (for welder, whichever available by vendor).....				
Oxford cloth button down collar shirts and pleated dress pants - 43% polyester and 57% cotton or similar blend.....				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>General Bidder Requirements:</p> <ul style="list-style-type: none"> All Bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and vendor address on it. The bidder will sign and date the bid at the bottom of the bid form. All Bids must be submitted in the enclosed bid envelope or an envelope identified in the same manner as the enclosed envelope. The outside of the envelope will be clearly marked with vendor, invitation number, and time and date to be opened. The Mayor and City Council reserve the right to reject any and all bids, to waive any informality in the bid or award the bid to whomever they may choose. 				

CITY MAY EXPECT DELIVERY BY

DATE _____

BIDDER _____

ADDRESS _____

TELEPHONE _____

BY _____



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