



TUPELO REGULAR CITY COUNCIL MEETING

OCTOBER 15, 2024 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER TRAVIS BEARD

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER LYNN BRYAN

CALL TO ORDER: COUNCIL PRESIDENT NETTIE DAVIS

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN
2. IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION / CLEAN UP TN

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

3. IN THE MATTER OF MINUTES OF OCTOBER 1, 2024
4. IN THE MATTER OF BILL PAY **KH**

CHAD MIMS
LYNN BRYAN
ROSIE JONES
5. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
6. IN THE MATTER OF APPROVING BANK OF OZK AS SUCCESSOR PAYING AGENT FOR CADENCE BANK **KH**
7. IN THE MATTER OF LOT MOWING **TN**
8. IN THE MATTER OF REVIEW AND APPROVE LIENS FOR LOT MOWING **TN**
9. IN THE MATTER OF REVIEW AND APPROVE PROPERTIES FOR DEMOLITION **TN**
10. IN THE MATTER OF REVIEW AND APPROVE LIENS FOR DEMO / CLEAN UP **TN**
11. IN THE MATTER OF APPOINTMENT OF JOEY GRIST TO THE TUPELO POLICE CITIZEN'S BOARD **JQ**
12. IN THE MATTER OF SURPLUSING WEAPONS FOR TRADE **JQ**
13. IN THE MATTER OF ACCEPTING DONATION FROM TUPELO SPORTS COUNCIL FOR THE OVERSEEDING OF THE BASEBALL AND SOCCER FIELDS **AF**
14. IN THE MATTER OF ACCEPTANCE OF BID FOR DOT COOPER KELLY BUILDING RENOVATIONS BID #2024-053PR **AF**
15. IN THE MATTER OF DONATED LEAVE REQUEST **AF**
16. IN THE MATTER OF THE APPROVAL OF MISSISSIPPI TRANSPORTATION COMMISSION MULTI-MODAL FUNDING AGREEMENT PROJECT # MM-0070-1225 TUPELO REGIONAL AIRPORT **JW**
17. IN THE MATTER OF CVB BOARD MINUTES FOR SEPTEMBER 3 AND OCTOBER 1, 2024 **SC**

- [18.](#) IN THE MATTER OF APPROVAL OF CONTRACT FOR ARPA PROJECT #2024-052
CVB RFP PUBLIC RELATIONS **SC**

- [19.](#) IN THE MATTER OF A RESOLUTION SUSPENDING THE COLLECTION OF A \$1.00
ASSESSMENT BY THE TUPELO MUNICIPAL COURT ON ALL FELONY AND
MISDEMEANOR DRUG AND ALOCOHOL RELATED CASES HAVING
PREVIOUSLY BEEN DISTRIBUTED TO THE NATIONAL COUNCIL ON
ALCOHOLISM & DRUG DEPENDNENCE OF NORTHEAST MISSISSIPPI, INC.
(NCADD) **SR**

(CLOSE REGULAR SESSION)

STUDY AGENDA

- [S1.](#) IN THE MATTER OF APPROVAL TO SUBMIT APPLICATION FOR U.S.
ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANTS
PROGRAM – TUPELO ENERGY PROJECTS **AC**

- [S2.](#) IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01 **BL**

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE October 15, 2024
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

Request:

Preliminary Lot Mowing Report for 10/15/2024

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	47902	077P3521500	2308 MILLSAP ST	TWIN PROPERTIES LLC	1223 NELLE STREET	TUPELO, MS 38804	RS
2.	47903	101B0207800	2306 LAFAYETTE ST	JONES VIRGINIA W	2306 LAFAYETTE	TUPELO, MS 38801	RS
3.	47904	101B0203500	610 ANDERSON ST	CARTER ELIAM B & DOROTHY	271 KING RD	BELDEN, MS 38826	RS
4.	47911	077D2516100	1205 KINCANNON ST	J ROBINSON PROPERTIES LLC	14440 HWY 23 N	TREMONT, MS 38876	EG
5.	47926	106C1302800	1010 EVELYN DR	ROBERTS SLANDA M	1010 EVELYN	TUPELO, MS 38801	RS
6.	47937	101D0108900	920 EISENHOWER	FREEDOM MORTGAGE CORPORATION	10500 KINCAID DR	FISHERS, IN 46037	JLB
7.	47940	106C1302700	1008 EVELYN DR	MCCOY SHANQUINNA & ROBERT L II	1008 EVELYN DR	TUPELO, MS 38801	RS
8.	47946	113N0706900	743 SENTER ST	MARTIN WILLIAMS - REGISTERED AGENT	P O BOX 239	CORINTH, MS 38834-0239	JLB
9.	47953	078H2705800	802 POPLARVILLE ST	PRIDE CHARLES A & VIRGINIA W	802 POPLARVILLE	TUPELO, MS 38801	TP
10	47954	077Q3602500	205 BOWEN ST	HARRIS JAMES H & MARY N	205 BOWEN	TUPELO, MS 38801	TP
11	47955	077Q3625900	203 HANCOCK ST	JM HARRISON PROPERTIES LLC	4098 LINCOLN CIRCLE	TUPELO, MS 38801	TP
12	47959	089F3013000	605 N CHURCH ST UNIT A & B	NE MS HABITAT FOR HUMANITY INC	P O BOX 7321	TUPELO, MS 38802	TP

Preliminary Lot Mowing Report for

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	47961	089F3012500	571 N CHURCH ST	MARTIN MEREDITH	627 S CHURCH	TUPELO, MS 38804	TP
14	47962	089F3010301	704 N MADISON ST	MORTON MARK & MARGARET	4220 LUCY LONG DRIVE	HARRISONBURG, VA 22801	TP
15	47964	08401700106	3463 TOM WATSON DR	KBP PROPERTIES LLC	3463 TOM WATSON	SALTILLO, MS 38866	BM
16	47966	089F3010400	644 N MADISON ST	MAY NEIL A & STEPHANIE W	4276 FAIRMOUNT LN	TUPELO, MS 38801	TP
17	47970	089B3014300	1204 HILDA AVE	PORTILLO ANDY	119 WARRENT ST	PONTOTOC, MS 38863	TP
18	47976	084S1800133	913 COMMONWEALTH BLVD	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	BM
19	47977	084S1800114	N GLOSTER ST	NORTH MS MEDICAL CENTER INC	ACCOUNTS PAYABLE DEPT	TUPELO, MS 38804	BM
20	47989	114S1800201	1607 S GLOSTER ST	REGIONAL LAND COMPANY LLC	P O BOX 5989	BRANDON, MS 39047	JLB
21							
22							
23							
24							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 15, 2024

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION / CLEAN UP
TN

Request:

ADDRESS	PARCEL
5208 Coonewah Trail	103C-05-007-55
802 Poplarville	078H-27-058-00
319 South Gloster	089N-31-026-01



AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton, Council Clerk
DATE October 8, 2024
SUBJECT: IN THE MATTER OF MINUTES OF OCTOBER 1, 2024

Request:

For your review and approval. Pending Legal approval.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

OCTOBER 1, 2024

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, October 1, 2024, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Travis Beard led in prayer, and Carter Dandy, member of Boy Scout Troop #12 led the pledge of allegiance.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Gaston moved, seconded by Council Member Beard, to approve the agenda and agenda order, with the following deletions:

Delete # 10 Duplication from 9-3-2024

In the Matter of Approval of an Agreement Between the MS Department of Homeland Security and the City of Tupelo and to Authorize the Mayor to Sign Said Agreement – Extrication Equipment

Delete # 11 Duplication from 9-3-2024

In the Matter of Approval of an Agreement Between the MS Department of Homeland Security and the City of Tupelo and to Authorize the Mayor to Sign Said Agreement – Robot and Accessories.

The vote was unanimous in favor.

PROCLAMATION FOR PIOMINKO DAY

Mayor Todd Jordan introduced Mr. Brady Davis, who read the proclamation for Piominko Day, followed by the presentation. APPENDIX A

RECOGNITION GIRL/BOY SCOUTS

Carter Dandy, member of Boy Scout Troop #12, was recognized for his attendance.

EMPLOYEE RECOGNITION

The following employees were recognized for employment with the City of Tupelo:

Christy Johnson	15 years	Municipal Court
Ohaji Shakur Davis	5 years	Police Department
Lucia Randle	5 years	Downtown Mainstreet

PUBLIC RECOGNITION

Council Member Palmer invited everyone to attend the Damon Palmer photography exhibition at the Renasant Gallery October 2-31, 2024.

Council Member Jones thanked everyone for their help, participation and attendance at the Community Forward Festival held last weekend at Gumtree Park.

Council Member Mims thanked Regional Rehabilitation for all they do and asked everyone to consider participation in the upcoming fundraiser.

Council Member Davis thanked Chief Quaka, Deputy Chief Hill and all the city's departments who helped with the Community Forward Festival.

MAYOR'S REMARKS

Mayor Jordan recognized all the good work that is done by the Regional Rehabilitation Center and also announced that they will be the Grand Marshall at the 2024 Reed's Christmas Parade. He gave an update on the ARPA projects: 7 projects complete, 6 projects under construction and 5 projects to start in the Fall. He reported that the Park and Recreation Department is hosting several baseball and soccer tournaments for the upcoming weekend. We should have over 125 teams involved.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to address the properties on the final lot mowing list.

<u>Parcel</u>	<u>Location</u>
089N3100601	123 S INDUSTRIAL RD
089J3104700	517 N GLOSTER ST
089J3104600	515 N GLOSTER ST
077L3613400	208 ROOSEVELT AVE
113E0602300	S MADISON ST

IN THE MATTER OF PUBLIC HEARING FOR REZONING APPLICATION RZ24-02

Reid Wuestefeld, Civil Engineer with Kimley-Horn, appeared to speak on behalf of both the property owner and the Target Corporation.

IN THE MATTER OF MINUTES OF REGULAR SEPTEMBER 17, 2024 MEETING AND SPECIAL CALL SEPTEMBER 24, 2024 MEETING

Council Member Beard moved, seconded by Council Member Palmer, to approve the minutes of the regular meeting held on September 17, 2024, and the special call meeting held on September 24, 2024. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

Bills were reviewed at 4:30 p.m. by Council Members Beard, Davis, Mims, Bryan, and Palmer. Council Member Mims moved, seconded by Council Member Gaston, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF FY 2025 PETTY CASH ACCOUNTS

Council Member Beard moved, seconded by Council Member Gaston, to approve the Petty Cash Accounts for FY2025, as submitted. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE

Council Member Gaston moved, seconded by Council Member Beard, to approve the Municipal Compliance Questionnaire as submitted by City Clerk Kim Hanna. The period covered by this questionnaire is October 1, 2023, to September 30, 2024. The vote was unanimous in favor. A copy is attached to these minutes as APPENDIX D

IN THE MATTER OF APPROVAL FOR THE MAYOR TO SIGN AGREEMENT MODIFICATIONS BETWEEN THE CITY OF TUPELO AND THE MDEQ FOR ARPA PROJECTS – UPDATED BUDGETS

Council Member Gaston moved, seconded by Council Member Mims, to approve the modifications between the City of Tupelo and the Mississippi Department of Environmental Quality for the ARPA projects and to authorize the Mayor to sign the necessary documents. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF PROPERTIES FOR LOT MOWING

Council Member Beard moved, seconded by Council Member Palmer, to adjudicate the properties on the final lot mowing list as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated Sec. 21-19-11. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF LIENS FOR UNPAID LOT MOWING INVOICES

Council Member Bryan moved, seconded by Council Member Beard, to approve a Resolution Adjudicating Cost and Assessing Liens Against Real Property associated with property cleanups under Miss. Code Ann. 21-19-11(1972 as amended) for the following properties:

<u>ADDRESS</u>	<u>PARCEL</u>	<u>LIEN AMOUNT</u>
151 Canal Street	088N-33-057-00	\$375.00
527 N Church St	089F-30-105-01	\$330.00
523 N Church St	089F-30-106-01	\$330.00
1502 Reed St	077Q-36-107-00	\$300.00

The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF REZONING APPLICATION RZ24-02

Council Member Bryan moved, seconded by Council Member Palmer, to approve the rezoning application RZ24-02. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF MAJOR SITE PLAN APPLICATION MSP24-01

Council Member Bryan moved, seconded by Council Member Mims, to approve major site plan application MSP24-01. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF REJECTION OF BID NO. 2024-050PW 2024 CURED-IN-PLACE PIPE IMPROVEMENTS

Council Member Beard moved, seconded by Council Member Mims, to reject Bid # 2024-050PW – Cured-In-Place Pipe Improvements. All bids received were over the budgeted estimate. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF CONTRACT APPROVAL BID # 2024-024PW MDOT PROJECT # STP-0430-00(07) LPA/109149-701000 WARD 4 BARNES CROSSING SIDEWALKS

Council Member Palmer moved, seconded by Council Member Jones, to approve the contract with Phillips Contracting Co., Inc. for Bid # 2024-024PW MDOT Project # STP-0430-00(07) LPA/109149-701000 – Ward 4 Barnes Crossing Sidewalks in the amount of \$298,012.50. This bid was awarded on July 16, 2024. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF ACCEPTANCE OF DONATION OF POOL TABLE FROM TUPELO SPORTS COUNCIL

Council Member Beard moved, seconded by Council Member Palmer, to accept the donation of a pool table (value of \$1,500.00) to be used at the Bel-Air Center from the Tupelo Sports Council. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF APPROVAL OF CONTRACT FOR AQUATIC CENTER FOR ARCHITECTURAL SERVICES

Council Member Gaston moved, seconded by Council Member Palmer, to approve a contract with JBHM Architects for architectural services for the sound panels and relining of the Elvis Presley Pool at the Tupelo Aquatic Center and to allow the Mayor to sign the contract, which has been reviewed and approved by the City Attorney. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF APPROVAL OF ARPA PROJECT #2024-052 CVB RFP PUBLIC RELATIONS

Council Member Beard moved, seconded by Council Member Palmer, to approve ARPA RFP 2024-052CVB – Public Relations submitted by Turner Public Relations. Three responses were received and scoresheets are attached to these minutes. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA REGULAR MINUTES OF AUGUST 26, 2024 AND AUGUST 29, 2024 SPECIAL CALLED MINUTES

Council Member Palmer moved, seconded by Council Member Bryan, to accept the minutes of the regular meeting of August 26, 2024, and special call meeting of August 29, 2024. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF RFQ 2024-055AD AND TO AWARD AN ENERGY SERVICES CONTRACT TO SCHNIEDER ELECTRIC AS THE MOST QUALIFIED RESPONDENT AND TO AUTHORIZE THE MAYOR TO NEGOTIATE THE TERMS OF SUCH CONTRACT SUBJECT TO RATIFICATION BY THE CITY COUNCIL

The City of Tupelo advertised a Request for Qualifications seeking to procure a contract for energy savings services pursuant to Miss. Code Ann. § 31-7-14. After having received the proposals, each were evaluated by a scoring committee, and the most qualified respondent was selected by the Committee. The scoring committee recommends awarding a contract to Schnieder Electric. Council Member Palmer moved, seconded by Council Member Gaston, to award the contract for RFQ 2024-055AD - Energy Services to Schnieder Electric. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF AUTHORIZING CERTAIN OFFICERS EMPLOYED BY THE TUPELO POLICE DEPARTMENT TO UTILIZE THEIR UNIFORM, SERVICE WEAPON AND VEHICLE WHILE PERFORMING PRIVATE SECURITY DETAIL FOR TOMBIGBEE ELECTRIC POWER ASSOCIATION

Council Member Palmer recused himself.

Tombigbee Electric Power Association will be installing fiber internet along Gloster Street over the next few months. Most of the construction will take place during the night. Tombigbee has requested to employ several police officers to perform traffic duty during the time that crews will be working. Tombigbee will compensate the officers on an hourly rate for their services and will reimburse the City of Tupelo for costs associated with the use of the vehicles. Council Member Beard moved, seconded by Council Member Gaston, to approve this request. A hold harmless agreement is attached to these minutes, as well as a list of the officers. APPENDIX Q

Council Member Palmer rejoined the meeting.

IN THE MATTER OF RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO THE CITY BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE PROJECT (AS DEFINED HEREIN) IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE OF MISSISSIPPI, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES

Council Member Bryan moved, seconded by Council Member Gaston, to approve the 'Resolution of the Mayor and the City Council of the City of Tupelo, Mississippi, Determining the Necessity for and Invoking the Authority Granted to the City by the Legislature with Respect to Tax Increment Financing as Set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as Amended, Determining that the Project (as Defined Herein) is a Project Eligible for Tax Increment Financing Under the Laws of the State of Mississippi, that a Public Hearing be Conducted in Connection with the Tax Increment

Financing Plan, and for Related Purposes’. This item represents the city’s resolution announcing its intent to notice and conduct a public hearing to determine the necessity and eligibility of a Tax Increment Financing (TIF) and TIF Plan for Project Target. The notice will be advertised on October 17, 2024, and the public hearing will be conducted on October 31, 2024. The vote was unanimous in favor.
APPENDIX R

IN THE MATTER OF AN AMENDMENT TO DEVELOPMENT CODE CHAPTERS 2, 6, 8 AND 12 CONCERNING THE ADDITIONAL REQUIREMENTS THAT ALL NEW SINGLE-FAMILY HOMES SHALL HAVE CONSTRUCTED A GARAGE OR CARPORT AND THAT ALL APPLICATIONS FOR THE CONSTRUCTION OF SINGLE-FAMILY HOMES BE ACCOMPANIED BY COMPLETE SITE PLANS (TABLED AT SEPTEMBER 3, 2024 MEETING)

This item was moved to the regular agenda on September 17, 2024, but was inadvertently left on the study agenda. At this time, the Council decided to table this motion.

IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01

This item was left on the study agenda.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Gaston, to adjourn the meeting. The vote was unanimous in favor.

This the 1st day of October, 2024, at 6:32 p.m.

Nettie Davis, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, City Clerk/CFO
DATE October 8, 2024
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

For review and approval



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE October 15, 2024
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

Proposed items for approval are for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

ITEMS:

PPI	\$2,080.00	Parks & Rec Leisure Service Guides
PPI	\$1,966.00	Tupelo Aquatic Center Splash Brochure.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE: October 15, 2024
SUBJECT: IN THE MATTER OF APPROVING BANK OF OZK AS SUCCESSOR
PAYING AGENT FOR CADENCE BANK **KH**

Request:

To approve Bank of OZK as successor paying agent for G.O. Bond 2013 (\$3,000,000) and 2016A G.O. Refunding Bonds (\$9,230,000).

Cadence Bank is currently serving as the paying agent for the bond issues state above but desires to resign. Bank of OZK is acquiring the corporate and municipal bond business from Cadence Bank. There would be no change to the City of Tupelo's bond payment schedule and the City would make the scheduled bond payments to Bank of OZK instead of Cadence Bank.

ITEMS:

Resolution



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE October 15, 2024
SUBJECT: IN THE MATTER OF LOT MOWING TN

Request:

Please review and approve the final lot mowing list.

Preliminary Lot Mowing Report for 10/15/2024

Item # 7.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	47902	077P3521500	2308 MILLSAP ST	TWIN PROPERTIES LLC	1223 NELLE STREET	TUPELO, MS 38804	RS
2.	47903	101B0207800	2306 LAFAYETTE ST	JONES VIRGINIA W	2306 LAFAYETTE	TUPELO, MS 38801	RS
3.	47904	101B0203500	610 ANDERSON ST	CARTER ELIAM B & DOROTHY	271 KING RD	BELDEN, MS 38826	RS
4.	47911	077D2516100	1205 KINCANNON ST	J ROBINSON PROPERTIES LLC	14440 HWY 23 N	TREMONT, MS 38876	EG
5.	47926	106C1302800	1010 EVELYN DR	ROBERTS SLANDA M	1010 EVELYN	TUPELO, MS 38801	RS
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7.	47940	106C1302700	1008 EVELYN DR	MCCOY SHANQUINNA & ROBERT L II	1008 EVELYN DR	TUPELO, MS 38801	RS
8.	47946	113N0706900	743 SENTER ST	MARTIN WILLIAMS - REGISTERED AGENT	P O BOX 239	CORINTH, MS 38834-0239	JLB
9.	47953	078H2705800	802 POPLARVILLE ST	PRIDE CHARLES A & VIRGINIA W	802 POPLARVILLE	TUPELO, MS 38801	TP
10	47954	077Q3602500	205 BOWEN ST	HARRIS JAMES H & MARY N	205 BOWEN	TUPELO, MS 38801	TP
11	47955	077Q3625900	203 HANCOCK ST	JM HARRISON PROPERTIES LLC	4098 LINCOLN CIRCLE	TUPELO, MS 38801	TP
12	47959	089F3013000	605 N CHURCH ST UNIT A & B	NE MS HABITAT FOR HUMANITY INC	P O BOX 7321	TUPELO, MS 38802	TP

Preliminary Lot Mowing Report for

Item # 7.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	47961	089F3012500	571 N CHURCH ST	MARTIN MEREDITH	627 S CHURCH	TUPELO, MS 38804	TP
14	47962	089F3010301	704 N MADISON ST	MORTON MARK & MARGARET	4220 LUCY LONG DRIVE	HARRISONBURG, VA 22801	TP
15	47964	08401700106	3463 TOM WATSON DR	KBP PROPERTIES LLC	3463 TOM WATSON	SALTILLO, MS 38866	BM
16	47966	089F3010400	644 N MADISON ST	MAY NEIL A & STEPHANIE W	4276 FAIRMOUNT LN	TUPELO, MS 38801	TP
17	47970	089B3014300	1204 HILDA AVE	PORTILLO ANDY	119 WARRENT ST	PONTOTOC, MS 38863	TP
18	47976	084S1800133	913 COMMONWEALTH BLVD	CLEVELAND PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	BM
19	47977	084S1800114	N GLOSTER ST	NORTH MS MEDICAL CENTER INC	ACCOUNTS PAYABLE DEPT	TUPELO, MS 38804	BM
20	47989	114S1800201	1607 S GLOSTER ST	REGIONAL LAND COMPANY LLC	P O BOX 5989	BRANDON, MS 39047	JLB
21							
22							
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AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 15, 2024

SUBJECT: IN THE MATTER OF REVIEW AND APPROVE LIENS FOR LOT MOWING
TN

Request:

ADDRESS	PARCEL	LIEN AMOUNT
1507 REED STREET	077Q-36-107-00	\$300.00
123 SOUTH INDUSTRIAL	089N-31-006-01	\$300.00
515 NORTH GLOSTER	089J-31-046-00	\$300.00
208 ROOSEVELT AVENUE	077L-36-134-00	\$300.00
SOUTH MADISON STREET	077L-36-134-00	\$650.00

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47847

CALLAHAN HOMES, LLC

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **CALLAHAN HOMES, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: CALLAHAN HOMES, LLC

Address of Owner: 203 LEWIS STREET
FLORENCE, MS 39073

Parcel Number: 077Q-36-107-00

Address of Violation: 1507 REED STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/17/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/15/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of October, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47853

ACC TAX SALES PROPERTIES, LLC

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **ACC TAX SALES PROPERTIES, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: ACC TAX SALES PROPERTIES, LLC

Address of Owner: P.O. BOX 850001
ORLANDO, FL 32885

Parcel Number: 089N-31-006-01

Address of Violation: 123 SOUTH INDUSTRIAL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **10/01/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/15/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of October, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47866

LOTT REAL ESTATE, LLC

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **LOTT REAL ESTATE, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: LOTT REAL ESTATE, LLC

Address of Owner: 100 SOUTH MAIN STREET
BOONEVILLE, MS 38829

Parcel Number: 089J-31-046-00

Address of Violation: 515 NORTH GLOSTER

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **10/01/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/15/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of October, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47890

CHEESE GRATOR, LLC

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **CHEESE GRATOR, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: CHEESE GRATOR, LLC
Address of Owner: 16000 VENTURA BLVD, STE 600
ENCINO, CA 91436
Parcel Number: 077L-36-134-00
Address of Violation: 208 ROOSEVELT AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **10/01/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/15/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of October, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 47896

CARL PROPERTIES, LLC

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **CARL PROPERTIES, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: CARL PROPERTIES, LLC

Address of Owner: 1139 WHY 32 EXT
HOUSTON, MS 38851

Parcel Number: 077L-36-134-00

Address of Violation: SOUTH MADISON STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **10/01/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/15/2024**, adjudicated the actual cost of lot mowing to be **\$650.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of October, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 15, 2024

SUBJECT: IN THE MATTER OF REVIEW AND APPROVE PROPERTIES FOR DEMOLITION TN

Request:

ADDRESS	PARCEL
5208 Coonewah Trail	103C-05-007-55
802 Poplarville	078H-27-058-00
319 (357) South Gloster	089N-31-026-01

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

ADDRESS: 5208 COONEWAH TRAIL

BASIC INFORMATION

- ▶ PARCEL: 103C-05-007-55
- ▶ CASE: 45605
- ▶ WARD: 6
- ▶ TAX VALUE: \$289,200
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

- Right side \$112,260
- Left side \$257,280
- Rear \$299,160
- Across street \$288,100

TAXES/LIENS

Taxes – Current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - Yes
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – Yes
- ▶ BROKEN WINDOWS\DAMAGED DOORS – Yes
- ▶ YARD OR GROUNDS POORLY MAINTAINED – Yes
- ▶ ACCUMULATION OF JUNK - Yes

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 1
- ▶ CURRENT STATUS – The owner demolished the house after a total fire loss. The slab was left to accommodate the builder that was going to rebuild a house using the old slab. The builder has not yet purchased the property and it is now a blight to the neighborhood.

CITY OF TUPELO
INSPECTION REPORT

Item # 9.

DATE: 07-04-24

PARCEL #: 103C-05-007-55

OWNER: Gregory Sandra Bolden

ADDRESS: 5208 Cornwell Trail

OCCUPIED: VACANT:

TYPE OF BUILDING: RESIDENTIAL:
COMMERCIAL:
UNKOWN:

OVERALL CONDITION OF BUILDING:

BUILDING STRUCTURE

- DEFECTIVE SILLS, PIERS, PORCHES, STEPS
- SAGGING OR UNSOUND: WALLS, FLOORS, ROOF OR CEILING
- RAILING AROUND PORCHES AND STEPS IF OVER 30" HIGH
- PROTECTIVE TREATMENT INADEQUATE
- DEFECTIVE INT. WALL SHEETING
- DEFECTIVE WINDOWS OR DOORS
- DEFECTIVE CEILINGS, & RAFTERS
- DEFECTIVE SHEETING
- DILAPIDATED ACCESSORY BUILDING
- NO RESTROOM PRIVACY

x slab left after demolition of house

PLUMBING / GAS

- WATER HEATER VENTED PROPERLY
- <10,000 BTU / BEDROOM / <6,000 BTU / BATHROOM
- WATER HEATER IN BATH OR BEDROOM CLOSETS
- CUT OFF VALVES ON ALL GAS APPLIANCES
- OXYGEN DEPLETION VALVES ON BATH AND BEDROOM HEATERS
- BROKEN SEWER OR DRAIN LINES
- MISSING OR DEFECTIVE FIXTURES
- WATER LEAKS IN PIPES / FIXTURES
- COLD WATER CUT OFF ON W/H
- W/H POP-OFF PIPED TO OUTSIDE

ELECTRICAL

- DEFECTIVE EXTERIOR PANEL BOX AND MAST HEAD
- UNSAFE SWITCH BOXES / OUTLETS
- SMOKE DETECTORS IN EACH HALLWAY
- UNSAFE OR EXPOSED WIRING
- EXPOSED WIRING
- PANEL BOX LABELED
- PROPER GROUNDING

SANITATION AND HEALTH CONDITION (INTERIOR / EXTERIOR)

- UNSANITARY INTERIOR
- EXCESSIVE LITTER AND DEBRIS ON PREMISES
- INADEQUATE FOOD PREPARATION AREAS, SHELVING, CABINET & DRAWERS
- JUNK / DEBRIS AROUND PERIMETER OF HOUSE
- INFESTATION OF INSECTS OR RODENTS
- OVER GROWN LOT
- ABANDONED MOTOR VEHICLE

COMMENTS:

UTILITY SERVICE:

ELECTRIC
WATER
GAS

CONNECTED

DISCONNECTED

INSPECTION'S MOTION

- REPAIR
- ALTERATION
- VACATE TENANTS

DEMOLITION of slab

Lynda Lord
BUILDING INSPECTOR (SIGNATURE)



HEARING NOTICE

09/26/24

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 45605

Vs.

GREGORY & SANDRA BOLDEN

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Lynda Ford at 662-587-7236.

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

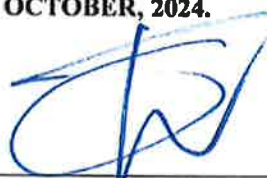
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

- Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **5208 Coonewah Trail, Parcel #103C0500755, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/15/2024 at City Hall, Second Floor Council Chambers, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty
5. of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

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

WITNESS MY SIGNATURE, THIS THE 1st DAY OF OCTOBER, 2024.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

01/03/2024

BOLDEN GREGORY & SANDRA
5208 COONEWAH TRL
TIPELO MS 38801

Re: CASE # 45605
5208 COONEWAH TRL,
PARCEL NUMBER: 103C0500755



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
CONDEMNATION OF UNSAFE PROPERT	DEMOLISH HOUSE

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:	REINSPECTION DATE: <i>30 days</i>
---	--

D.S.

Thank you in advance for your compliance. If you have questions, please call 662.871.2027

Sincerely,



 DAVID SHELTON
 Code Enforcement

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCUDED)

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

(2) Each day that a violation continues shall constitute a separate and distinct violation or offense.



PLEASE LET ME KNOW WHAT YOUR PLANS ARE FOR THIS PROPERTY. THE CITY WILL BEGIN DEMOLITION OF THIS PROPERTY IN 30 DAYS.







BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 9.

ADDRESS: 802 POPLARVILLE STREET

BASIC INFORMATION

- ▶ PARCEL: 078H-27-058-00
- ▶ CASE: 47547
- ▶ WARD: 6
- ▶ TAX VALUE: \$105,710
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

- Right side \$112,260
- Left side \$106,200
- Rear \$ 59,600
- Across street \$ 95.050

TAXES/LIENS

- Taxes – Current
- No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - Yes
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – Yes
- ▶ BROKEN WINDOWS\DAMAGED DOORS – Yes
- ▶ YARD OR GROUNDS POORLY MAINTAINED – Yes
- ▶ ACCUMULATION OF JUNK - Yes

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 25
- ▶ CURRENT STATUS – This house has been a nuisance due to hoarding and unkempt property. Neighbors have complained for years. The house caught on fire 06/28/2024.

CITY OF TUPELO
INSPECTION REPORT

Item # 9.

DATE: 08-27-2024

PARCEL #: 078H-27-058-00

OWNER: Charles & Virginia Poide

ADDRESS: 802 Poplarville

OCCUPIED: VACANT:

TYPE OF BUILDING: RESIDENTIAL:
COMMERCIAL:
UNKNOWN:

OVERALL CONDITION OF BUILDING:

BUILDING STRUCTURE

- DEFECTIVE SILLS, PIERS, PORCHES, STEPS
- SAGGING OR UNSOUND: WALLS, FLOORS, ROOF OR CEILING
- RAILING AROUND PORCHES AND STEPS IF OVER 30" HIGH
- PROTECTIVE TREATMENT INADEQUATE
- DEFECTIVE INT. WALL SHEETING

- DEFECTIVE WINDOWS OR DOORS
- DEFECTIVE CEILINGS, & RAFTERS
- DEFECTIVE SHEETING
- DILAPIDATED ACCESSORY BUILDING
- NO RESTROOM PRIVACY

PLUMBING / GAS

- WATER HEATER VENTED PROPERLY
- <10,000 BTU / BEDROOM / <6,000 BTU / BATHROOM
- WATER HEATER IN BATH OR BEDROOM CLOSETS
- CUT OFF VALVES ON ALL GAS APPLIANCES
- OXYGEN DEPLETION VALVES ON BATH AND BEDROOM HEATERS

- BROKEN SEWER OR DRAIN LINES
- MISSING OR DEFECTIVE FIXTURES
- WATER LEAKS IN PIPES / FIXTURES
- COLD WATER CUT OFF ON W/H
- W/H POP-OFF PIPED TO OUTSIDE

ELECTRICAL

- DEFECTIVE EXTERIOR PANEL BOX AND MAST HEAD
- UNSAFE SWITCH BOXES / OUTLETS
- SMOKE DETECTORS IN EACH HALLWAY

- UNSAFE OR EXPOSED WIRING
- EXPOSED WIRING
- PANEL BOX LABELED
- PROPER GROUNDING

SANITATION AND HEALTH CONDITION (INTERIOR / EXTERIOR)

- UNSANITARY INTERIOR
- EXCESSIVE LITTER AND DEBRIS ON PREMISES
- INADEQUATE FOOD PREPARATION AREAS, SHELVING, CABINET & DRAWERS
- JUNK / DEBRIS AROUND PERIMETER OF HOUSE

- INFESTATION OF INSECTS OR RODENTS
- OVER GROWN LOT
- ABANDONED MOTOR VEHICLE

COMMENTS: House had a fire and was totalled by insurance co.

UTILITY SERVICE:

ELECTRIC
WATER
GAS

CONNECTED

-
-
-

DISCONNECTED

-
-
-

INSPECTION'S MOTION

- REPAIR
- ALTERATION
- VACATE TENANTS

DEMOLITION

Lynda Lord
BUILDING INSPECTOR (SIGNATURE)



HEARING NOTICE

09/26/24

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 47547

Vs.

CHARLES AND VIRGINIA PRIDE

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Lynda Ford at 662-587-7236.

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **802 Poplarville Street, Parcel #078H2705800, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/15/2024 at City Hall, Second Floor Council Chambers, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty
5. of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

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

WITNESS MY SIGNATURE, THIS THE 1st DAY OF OCTOBER, 2024.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

07/18/2024

PRIDE CHARLES A & VIRGINIA W
802 POPLARVILLE
TUPELO, MS 38801



Re: CASE # 47547
802 POPLARVILLE ST,
PARCEL NUMBER: 078H2705800

Dear Property Owner or Tenant,

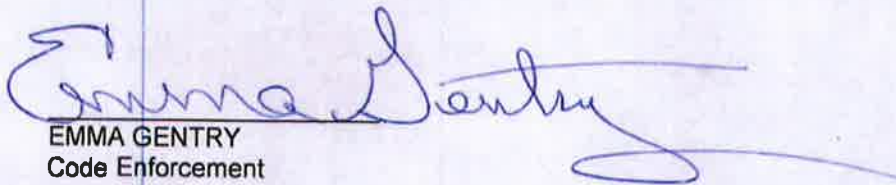
It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BLDG MAINT	PLEASE REPAIR DAMAGES OR DEMOLISH

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 08/30/2024	REINSPECTION DATE: 08/30/2024
---	---

Thank you in advance for your compliance. If you have questions, please call 662.610-5769.

Sincerely,



EMMA GENTRY
Code Enforcement

BUILDING MAINTENANCE

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.



IPMC SEC 110 - DEMOLITION (110.1-110.4)

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)



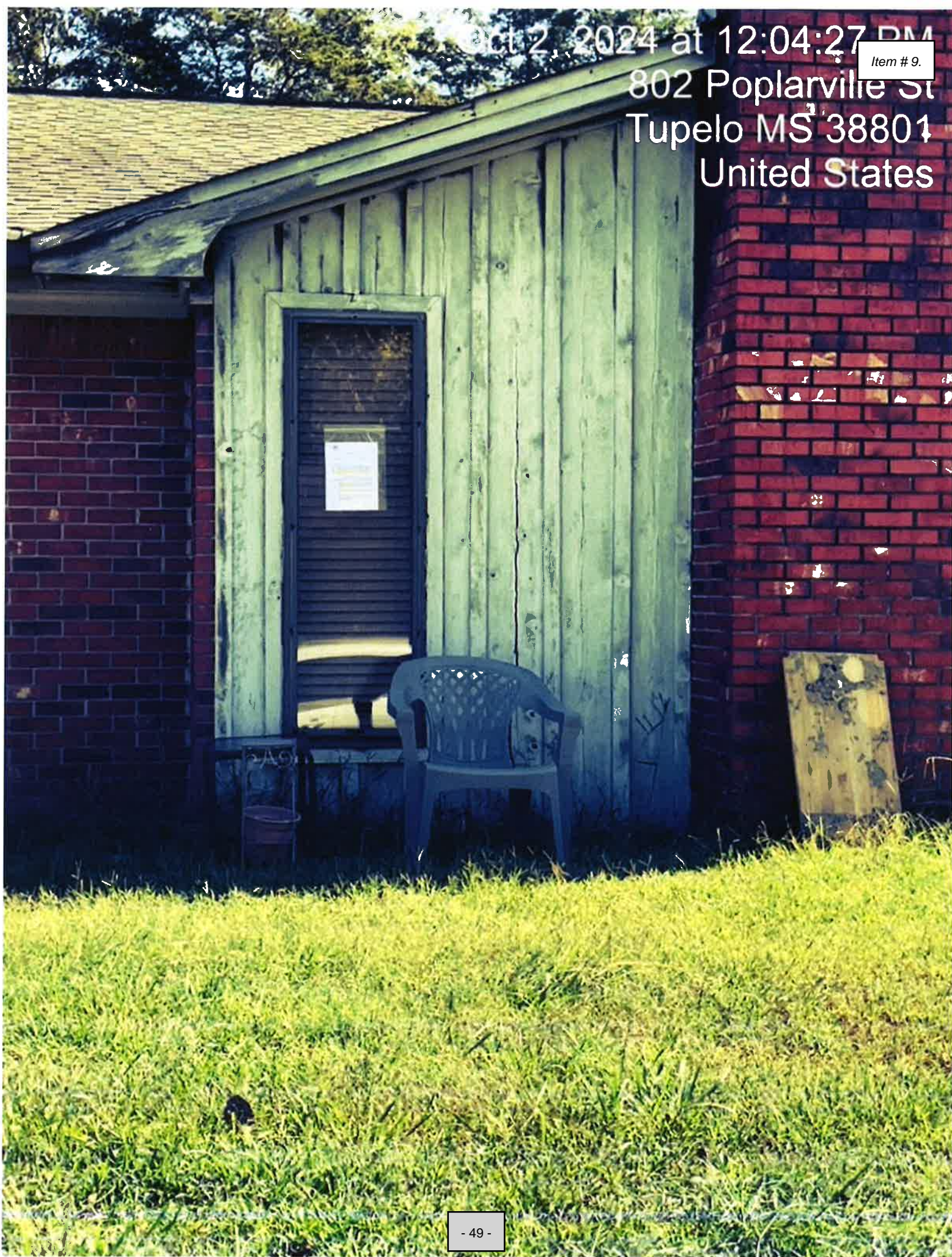
13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.

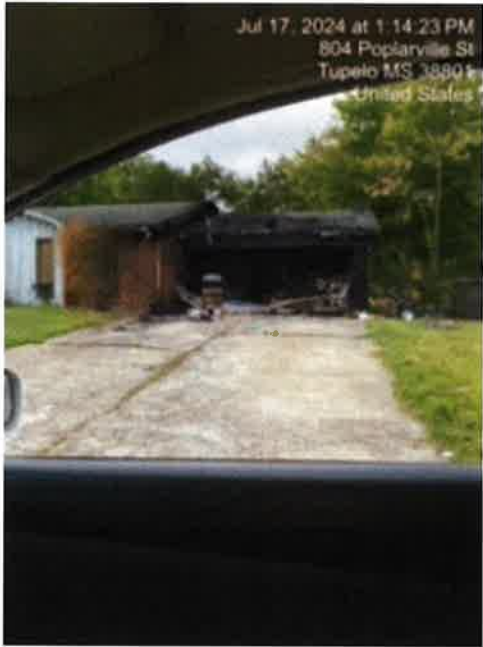
Oct 2, 2024 at 12:04:27 PM

Item # 9.

802 Poplarville St
Tupelo MS 38804
United States







BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 9.

**ADDRESS: 319 (357) SOUTH GLOSTER
(SMALL HOUSE BEHIND STRIP MALL)**

BASIC INFORMATION

- ▶ PARCEL: 089N-31-026-01
- ▶ CASE: 45804
- ▶ WARD: 3
- ▶ TAX VALUE: \$715,400
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$281,620
Left side \$456,710
Rear \$280,550
Across street \$2,712,980

TAXES/LIENS

Taxes – Current No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - Yes
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – Yes
- ▶ BROKEN WINDOWS\DAMAGED DOORS – Yes
- ▶ YARD OR GROUNDS POORLY MAINTAINED – Yes
- ▶ ACCUMULATION OF JUNK - Yes

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS No
- ▶ CURRENT STATUS – This small house located behind a strip mall in the Crosstown area appears to have been in this condition a long time. It is an attractive nuisance for the homeless

CITY OF TUPELO INSPECTION REPORT

Item # 9.

DATE: 08/27/24

PARCEL #: 089N-31-026-01

OWNER: Bilal Kadoos

ADDRESS: 319 (357) S. Gloster St

OCCUPIED: VACANT:

TYPE OF BUILDING: RESIDENTIAL:
COMMERCIAL:
UNKOWN:

OVERALL CONDITION OF BUILDING: _____

BUILDING STRUCTURE

- DEFECTIVE SILLS, PIERS, PORCHES, STEPS
- SAGGING OR UNSOUND: WALLS, FLOORS, ROOF OR CEILING
- RAILING AROUND PORCHES AND STEPS IF OVER 30" HIGH
- PROTECTIVE TREATMENT INADEQUATE
- DEFECTIVE INT. WALL SHEETING

- DEFECTIVE WINDOWS OR DOORS
- DEFECTIVE CEILINGS, & RAFTERS
- DEFECTIVE SHEETING
- DILAPIDATED ACCESSORY BUILDING
- NO RESTROOM PRIVACY

PLUMBING / GAS

- WATER HEATER VENTED PROPERLY
- <10,000 BTU / BEDROOM / <6,000 BTU / BATHROOM
- WATER HEATER IN BATH OR BEDROOM CLOSETS
- CUT OFF VALVES ON ALL GAS APPLIANCES
- OXYGEN DEPLETION VALVES ON BATH AND BEDROOM HEATERS

- BROKEN SEWER OR DRAIN LINES
- MISSING OR DEFECTIVE FIXTURES
- WATER LEAKS IN PIPES / FIXTURES
- COLD WATER CUT OFF ON W/H
- W/H POP-OFF PIPED TO OUTSIDE

ELECTRICAL

- DEFECTIVE EXTERIOR PANEL BOX AND MAST HEAD
- UNSAFE SWITCH BOXES / OUTLETS
- SMOKE DETECTORS IN EACH HALLWAY

- UNSAFE OR EXPOSED WIRING
- EXPOSED WIRING
- PANEL BOX LABELED
- PROPER GROUNDING

SANITATION AND HEALTH CONDITION (INTERIOR / EXTERIOR)

- UNSANITARY INTERIOR
- EXCESSIVE LITTER AND DEBRIS ON PREMISES
- INADEQUATE FOOD PREPARATION AREAS, SHELVING, CABINET & DRAWERS
- JUNK / DEBRIS AROUND PERIMETER OF HOUSE

- INFESTATION OF INSECTS OR RODENTS
- OVER GROWN LOT
- ABANDONED MOTOR VEHICLE

COMMENTS:

Roof & walls are collapsing & windows broken out

UTILITY SERVICE:

ELECTRIC
WATER
GAS

CONNECTED

-
-
-

DISCONNECTED

-
-
-

INSPECTION'S MOTION

- REPAIR ALTERATION VACATE TENANTS

DEMOLITION

Lynnda Ford
BUILDING INSPECTOR (SIGNATURE)



HEARING NOTICE

09/26/24

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 45804

Vs.

BALIL KADOOS

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Lynda Ford at 662-587-7236.

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

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

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **319 (357) South Gloster Street, Parcel #089N3102601, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- 2. Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/15/2024 at City Hall, Second Floor Council Chambers, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty
5. of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

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

WITNESS MY SIGNATURE, THIS THE 1st DAY OF OCTOBER, 2024.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

04/02/2024

KADOOS BILAL
P O BOX 1022
TUPELO, MS 38802

Re: CASE # 45804
357 S GLOSTER ST,
PARCEL NUMBER: 089N3102601



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
CONDEMNATION OF UNSAFE PROPERTY	BUILDING BEHIND THE SHOPPING CENTER MUST BE REPAIRED AND BROUGHT TO CURRENT IBC STANDARDS OR DEMOLISHED

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 05/02/2024	REINSPECTION DATE: 05/02/2024
---	---

Thank you in advance for your compliance. If you have questions, please call 662.687.2815

Sincerely,

TROY PECK
Code Enforcement

BUILDING MAINTENANCE

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

IPMC SEC 110 - DEMOLITION (110.1-110.4

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.









AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: October 15, 2024
SUBJECT: IN THE MATTER OF REVIEW AND APPROVE LIENS FOR DEMO / CLEAN UP TN

Request:

ADDRESS	PARCEL	LIEN AMOUNT
107 Tanglewood	101B-02-216-00	\$2400.00

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 45805

VELVELON (BEVERLY) FERNANDEZ

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **VELVELON (BEVERLY) FERNANDEZ** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community.

Property Owner: VELVELON (BEVERLY) FERNANDEZ

Address of Owner: 107 TANGLEWOOD CIRCLE
TUPELO, MS 38801

Parcel Number: 101B-02-216-00

Address of Violation: 107 TANGLEWOOD CIRCLE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **05/21/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/15/2024**, adjudicated the actual cost of clean-up to be **\$2,400.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2025, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

6. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

7. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15TH day of October, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka – Chief

DATE: October 3, 2024

SUBJECT: IN THE MATTER OF APPOINTMENT OF JOEY GRIST TO THE TUPELO POLICE CITIZEN’S BOARD **JQ**

Request:

Please consider the appointment of Joey Grist to the Tupelo Police Citizen’s Board on request of Councilwoman Janet Gaston for a term of 3 years, ending 10/15/2027.

Attachment:

Joe T Grist II Bio.



Joe Therrall Grist II (Joey) is a native of Bruce, Mississippi, but has lived in Tupelo for 19 years. He holds a bachelor's degree in Social Work from the University of Mississippi and served as a corpsman in the United States Navy. He also served in the Mississippi House of Representatives from 1996 – 2004. He currently serves as the Chief Financial Officer for the North Mississippi State Hospital.

He is a graduate of the Jim Ingram Community Leadership Institute, and recently served on the City of Tupelo's Comprehensive Plan Task Force. He also serves as treasurer of the Thomas Street Neighborhood Association.

Joey was raised in a law enforcement family. His father was investigator in North Mississippi for the Mississippi Highway Patrol, and his grandfather was Town Marshall of Bruce. His first cousin is also the Executive Director for the Mississippi Chiefs of Police Association.

Joey is married to the former KC Caldwell, a native of Tupelo and they have two sons – JT (21) and Jimmie (19). They are active members of Lee Acres Church of Christ, where Joey serves as an elder.



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE October 3, 2024

SUBJECT: IN THE MATTER OF SURPLUSING WEAPONS FOR TRADE **JQ**

Request:

Please accept this letter of request to surplus for trade on the purchase of new rifles three Remington 308 firearms being:

- 1) Remington 308 Serial #G6203172
- 2) Remington 308 Serial #G6204325
- 3) Remington 308 Serial #G6578729



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director of Parks and Recreation

DATE: October 10, 2024

SUBJECT: IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUND FOR THE OVERSEEDING OF THE BASEBALL AND SOCCER FIELDS **AF**

Request:

The Tupelo Sports Council would like to donate \$20,820 for Eagle seed for overseeding of Baseball and Soccer fields.

See attached Quote.

Quotation



Memphis TN #59
 5970 Macon Cv
 Memphis, TN 38134-7622
 W: (901)373-6164

Item # 13.

Bill To:

City Of Tupelo Dept Of Parks Dept Of Parks & Recr (#110603)
 PO Box 3608
 Tupelo, MS 38803-3608
 W: (662)841-6440

Ship To:

City Of Tupelo Dept Of Parks Dept Of Parks & Recr (#110603)
 PO Box 3608
 Tupelo, MS 38803-3608
 W: (662)841-6440

Created	Quote#	Due Date	Expected Award Date	Expiration Date
09/09/2024	7214217	08/28/2024	09/28/2024	09/28/2024

Printed	Job Name	Job Description	Job Start Date
09/09/2024 21:06:07	Tupelo sports -SF24 - 200 bags eagle blend		09/28/2024

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	32-52-950	LESCO Overseeding Eagle Seed Blend 50 lb.	200	EA	74.000	14,800.00
2	BILLEDFREIGHT	Freight	1	EA	50.000	50.00

Total Price: \$ 14,850.00

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date.
 Local tax may differ based on locations and local codes.



Memphis TN #59
 5970 Macon Cv
 Memphis, TN 38134-7622
 W: (901)373-6164

Quotation

Item # 13.

Bill To:

City Of Tupelo Dept Of Parks Dept Of Parks & Recr (#110603)
 PO Box 3608
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 W: (662)841-6440

Ship To:

City Of Tupelo Dept Of Parks Dept Of Parks & Recr (#110603)
 PO Box 3608
 Tupelo, MS 38803-3608
 W: (662)841-6440

Created	Quote#	Due Date	Expected Award Date	Expiration Date
09/09/2024	7214215	08/28/2024	09/28/2024	09/28/2024

Printed	Job Name	Job Description	Job Start Date
09/09/2024 21:05:06	SF24-Rd2		09/28/2024

Line #	Item #	Item Desc	Qty	UOM	Unit Price	Extended Price
1	32-52-950	LESCO Overseeding Eagle Seed Blend 50 lb.	80	EA	74.000	5,920.00
2	BILLEDFREIGHT	Freight	1	EA	50.000	50.00

Total Price: \$ 5,970.00

SiteOne Landscape Supply is not responsible for the accuracy of the items contained in this quotation. Please review carefully. Please add appropriate sales tax. Prices on this quote are good for 30 days after the entered bid date.
 Local tax may differ based on locations and local codes.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE: October 10, 2024

SUBJECT: IN THE MATTER OF ACCEPTANCE OF BID FOR DOT COOPER KELLY BUILDING RENOVATIONS BID #2024-053PR AF

Request:

Bids were received for the Dot Cooper Kelly building renovations, as follows:

Sanderson Construction Company, Inc.	\$817,500.00
Roberts Builders, Inc.	\$843,800.00
M & N Construction, LLC	\$863,400.00
Worsham Brothers, Inc.	\$906,000.00

Please approve the lowest bid of Sanderson Construction Company, Inc. in the amount of \$817,500.00

Attached to this request are the following;

- Letter of Recommendation from Architecture South, P.A.
- Copy of Bid
- Bid Tab Sheet



October 9, 2024

Mr. Alex Farned
City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

RE: Dot Cooper Kelly Building Renovation
(Lee Acres)
City of Tupelo, MS
A/E#23013
Bid# 2024-053PR

Mr. Farned:

The apparent low bidder for Base Bid, Dot Cooper Kelly Building Renovation (Lee Acres), City of Tupelo, MS is Sanderson Construction Co., Inc. of Amory, Mississippi for base bid of \$670,000 and Add Alternates #1 - #4 for a total bid of \$817,500.

ArchitectureSouth, P.A. therefore recommends the contract for the above-mentioned project be awarded to Sanderson Construction, Inc for the Base Bid plus Alternates #1, #2, #3 and #4 as funds permit.

Base Bid	\$670,000.00
Alternate #1 (Add) – Accepted	\$45,600.00
Alternate #2 (Add) – Accepted	\$43,500.00
Alternate #3 (Add) – Accepted	\$48,000.00
Alternate #4 (Add) – Accepted	\$10,400.00
New Total Construction Line Item	\$817,500.00

Sincerely,

Linda E. Smith, RA
Principal

It

cc: Todd Jordan, City of Tupelo
Don Lewis, City of Tupelo

Minute Entry Sign Up Sheet

Date: 9/19/2024

Time: 2:00

Bid # 2024-053PR

Department: PR

Project: Dot Cooper Kelly Building Renovation

Attendance

Company

Evan Cartwright

M/N Construction

Stephen Reed

COT

ALEX FARNED

COT/Park + Rec

Ron Bateman

Sanderson

Jay Larrall

Sanderson

Maci Doral

COT

Linda Smith

Arch. South

Jessica Ninnis

Architecture South

BID #	2024-053PR	Dot Cooper Kelly Building Renovation							
Name	CR	ADD	Bid Bond	Signed by	Base Bid	Alt 1	Alt 2	Alt 3	Alt 4
ROBERTS BUILDERS	04854-MC	X	TRAVELERS	Pres	\$ 725,000.00	\$ 19,400.00	\$ 41,000.00	\$ 48,000.00	\$ 10,400.00
SANDERSON	01894-MC	X	MERCHANTS	Pres	\$ 670,000.00	\$ 45,600.00	\$ 43,500.00	\$ 48,000.00	\$ 10,400.00
M&N	22119-MC	X	GRAY	CEO	\$ 724,900.00	\$ 33,500.00	\$ 39,500.00	\$ 58,000.00	\$ 7,500.00
WORSHAM	00034-MC	X	WESTERN	VP	\$ 767,000.00	\$ 45,000.00	\$ 43,000.00	\$ 51,000.00	\$ 28,000.00

PROPOSAL FORM
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2024-053PR
Project Title: Dot Cooper Kelly Building Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

Seven hundred twenty five thousand Dollars (\$ 725,000)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds () Deducts

Nineteen thousand four hundred Dollars (\$ 19,400)
Description: Office 102, Storage 103, Kitchenette 115, Storage 116
All Work including, but not limited to, demolition, finishes, millwork, countertop, plumbing and electrical as provided in the Project Manual and Drawings.

Alternate #2 (X) Adds () Deducts

Forty one thousand Dollars (\$ 41,000)
Description: Tutoring 113
All Work including, but not limited to, demolition, finishes, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #3 (X) Adds () Deducts

Forty eight thousand Dollars (\$ 48,000)
Description: After School Activity Room 110, After School Activity Room 111
All Work including, but not limited to, demolition, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #4 (X) Adds () Deducts

Ten thousand four hundred Dollars (\$ 10,400)
Description: Pickleball Lounge 109
All Work including, but not limited to, demolition, exterior windows, installation, and related work as provided in the Project Manual and Drawings.

Dot Cooper Kelly Building Renovation
(Lee Acres)
City of Tupelo, MS
A/E#23013
Bid# 2024-053PR

Item # 14.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/16/24 No. 2 Date 9/16/24 No. Date
No. Date No. Date No. Date

Proposed subcontractors (Required)

Mechanical: Cross roads Mechanical 24336 - MC
Plumbing: Roberts Builders, Inc. 04854 - MC
Electrical: Roberts Builders, Inc. 04854 - MC

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred (300)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars (\$250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature  Date 9/19/24

Name and Title President

Name of Business Roberts Builders, Inc.
(Complete spelling - exact as recorded at the Contractor's Board)

Address 204 W 1st Street

City/State/Zip Code Ripley, MS 38663

Bidder's Certificate of Responsibility Numbers(s): 04854 - MC

End of Section 003000



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Roberts Builders, Inc.**

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**

a corporation duly organized under the laws of the State of **Connecticut**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tupelo**
71 E. Troy Street, Tupelo, MS 38801

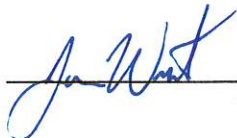
as Obligee, hereinafter called the Obligee, in the sum of **Five percent of amount bid**

Dollars (**5%**),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

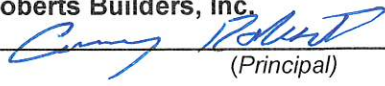
WHEREAS, the Principal has submitted a bid for **Dot Cooper Kelly Building Renovation, Tupelo, MS**
A/E #23013, Bid #2024-053PR

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **19th** day of **September**, **2024**.



(Witness)


Roberts Builders, Inc.
{ 

(Principal) (Seal)
President

(Title)



(Witness)
Janice McCoy

Travelers Casualty and Surety Company of America
{ _____
(Surety) (Seal)


(Title)
Cooper W. Permenter, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W PERMENTER** of **OXFORD** , **Mississippi** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

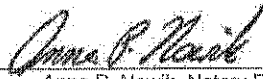
By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

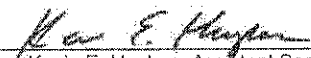
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of September, 2024




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

PROPOSAL FORM
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2024-053PR
Project Title: Dot Cooper Kelly Building Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

Six Hundred Seventy Thousand Dollars (\$ 670,000⁰⁰)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds () Deducts

Forty Five Thousand Six hundred Dollars (\$ 45,600⁰⁰)

Description: Office 102, Storage 103, Kitchenette 115, Storage 116

All Work including, but not limited to, demolition, finishes, millwork, countertop, plumbing and electrical as provided in the Project Manual and Drawings.

Alternate #2 (X) Adds () Deducts

Forty Three Thousand Five hundred Dollars (\$ 43,500⁰⁰)

Description: Tutoring 113

All Work including, but not limited to, demolition, finishes, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #3 (X) Adds () Deducts

Forty Eight Thousand Dollars (\$ 48,000⁰⁰)

Description: After School Activity Room 110, After School Activity Room 111

All Work including, but not limited to, demolition, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #4 (X) Adds () Deducts

Ten Thousand Four hundred Dollars (\$ 10,400⁰⁰)

Description: Pickleball Lounge 109

All Work including, but not limited to, demolition, exterior windows, installation, and related work as provided in the Project Manual and Drawings.

Dot Cooper Kelly Building Renovation
(Lee Acres)
City of Tupelo, MS
A/E#23013
Bid# 2024-053PR

Item # 14.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/16/2024 No. _____ Date _____ No. _____ Date _____
No. 2 Date 9/16/2024 No. _____ Date _____ No. _____ Date _____

Proposed subcontractors (Required)

Mechanical: Kline Mechanical Systems Inc 06688-MC
Plumbing: SS
Electrical: Advanced Electrical Services of Nettleton, Inc 18090-MC

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred (300)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars (\$250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature Joel A. Carroll Date 9-19-24

Name and Title Joel A. Carroll, President

Name of Business Sanderson Construction Company, Inc.

(Complete spelling - exact as recorded at the Contractor's Board)

Address P.O. Box 393

City/State/Zip Code Amory, MS 38821

Bidder's Certificate of Responsibility Numbers(s): 01894-MC

End of Section 003000

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Sanderson Construction Co., Inc.
3004 Cliff Gookin Blvd
Tupelo, MS 38801

SURETY:

(Name, legal status and principal place of business)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

OWNER:

(Name, legal status and address)

City of Tupelo, Mississippi
71 East Troy St
Tupelo, MS 38804

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Dot Cooper Kelly Building Renovation (Lee Acres)
A/E #23013 Bid #2024-053PR

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of September, 2024


(Witness)

Sanderson Construction Co., Inc. (Principal) (Seal)


(Title) President


(Witness)

Merchants National Bonding, Inc. (Surety) (Seal)


(Title) Jerry M. LeCroy, Attorney-in-Fact

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (In California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charles J LeCroy; Jerry M LeCroy

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

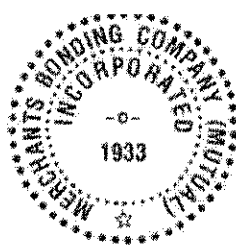
This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.

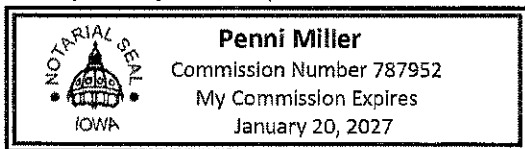


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

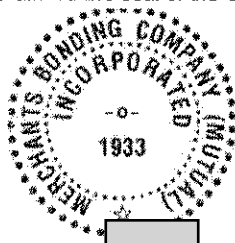


(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of September, 2024.



William Warner Jr.
Secretary

Dot Cooper Kelly Building Renovation
(Lee Acres)
City of Tupelo, MS
A/E#23013
Bid# 2024-053PR

PROPOSAL FORM
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2024-053PR
Project Title: Dot Cooper Kelly Building Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

Seven Hundred Twenty-Four Thousand Nine Hundred Dollars (\$ 724,900⁰⁰)
Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds () Deducts
Thirty-Three Thousand Five Hundred Dollars (\$ 33,500⁰⁰)
Description: Office 102, Storage 103, Kitchenette 115, Storage 116
All Work including, but not limited to, demolition, finishes, millwork, countertop, plumbing and electrical as provided in the Project Manual and Drawings.

Alternate #2 (X) Adds () Deducts
Thirty-Nine Thousand Five Hundred Dollars (\$ 39,500⁰⁰)
Description: Tutoring 113
All Work including, but not limited to, demolition, finishes, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #3 (X) Adds () Deducts
Fifty-Eight Thousand Dollars (\$ 58,000⁰⁰)
Description: After School Activity Room 110, After School Activity Room 111
All Work including, but not limited to, demolition, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #4 (X) Adds () Deducts
Seven Thousand Five Hundred Dollars (\$ 7,500⁰⁰)
Description: Pickleball Lounge 109
All Work including, but not limited to, demolition, exterior windows, installation, and related work as provided in the Project Manual and Drawings.

Dot Cooper Kelly Building Renovation
(Lee Acres)
City of Tupelo, MS
A/E#23013
Bid# 2024-053PR

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/16/24 No. 2 Date 9/16/24 No. Date
No. Date No. Date No. Date

Proposed subcontractors (Required)

Mechanical: _____
Plumbing: _____
Electrical: _____

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred (300)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars (\$250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature  Date 9/19/2024

Name and Title Jonathan Nichols CEO

Name of Business M & N Construction LLC
(Complete spelling - exact as recorded at the Contractor's Board)

Address 499 Gloster Creek Suite F-9

City/State/Zip Code Tupelo, MS 38801

Bidder's Certificate of Responsibility Numbers(s): 22119-MC

End of Section 003000

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M & N Construction, LLC
499 Gloster Creek Village, Suite F9 , Tupelo, MS 38801

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company
P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA

as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Tupelo
71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

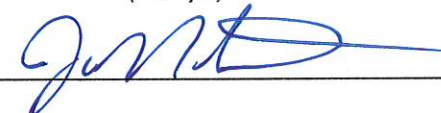
WHEREAS, the Principal has submitted a bid for Renovation of 5,262 sf Building Job no. 2024-053PR 906 Fillmore Dr,
Tupelo, MS 38801

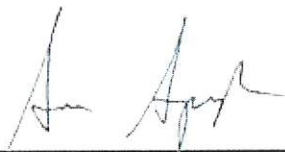
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of September, 2024


(Witness)


M & N Construction, LLC
(Principal) (Seal)

By: 
(Title)


(Witness)



The Gray Casualty & Surety Company
(Surety) (Seal)

By: 
Attorney-in-Fact Fielden Mitts (Title)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: M & N Construction, LLC
Obligee: The City of Tupelo

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of September, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of September, 2024.

Leigh Anne Henican



THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M & N Construction, LLC
499 Gloster Creek Village, Suite F9, Tupelo, MS 38801

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company
P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA
as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Tupelo
71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Renovation of 5,262 sf Building Job no. 2024-053PR 906 Fillmore Dr,
Tupelo, MS 38801

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of September, 2024

[Signature]
(Witness)

M & N Construction, LLC
(Principal) (Seal)
By: [Signature]
(Title)

[Signature]
(Witness)



The Gray Casualty & Surety Company
(Surety) (Seal)
By: [Signature]
Attorney-in-Fact Fielden Mitts (Title)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: M & N Construction, LLC
Obligee: The City of Tupelo

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of September, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19th day of September, 2024.

Leigh Anne Henican



**Worsham Brothers, Inc.
Post Office Box 146
Corinth, Mississippi 38835-0146**

**City of Tupelo
71 E. Troy Street
Tupelo, MS 38801**

Bid for Project # 2024-053PR

**Title: Dot Cooper Kelly Building Renovation
(Lee Acres)
City of Tupelo, MS
A/E #23013**

Certificate of Responsibility Number #00034-MC

PROPOSAL FORM
SECTION 003000

To: City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

Re: Project Bid Number: #2024-053PR
Project Title: Dot Cooper Kelly Building Renovation
Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID

Seven Hundred Sixty Seven Thousand Dollars (\$ 767,000.00)

Description: Provide all work in accordance with the Project Manual and Drawings.

ALTERNATES:

Alternate #1 (X) Adds () Deducts

Forty Five Thousand Dollars (\$ 45,000.00)

Description: Office 102, Storage 103, Kitchenette 115, Storage 116

All Work including, but not limited to, demolition, finishes, millwork, countertop, plumbing and electrical as provided in the Project Manual and Drawings.

Alternate #2 (X) Adds () Deducts

Forty Three Thousand Dollars (\$ 43,000.00)

Description: Tutoring 113

All Work including, but not limited to, demolition, finishes, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #3 (X) Adds () Deducts

Fifty One Thousand Dollars (\$ 51,000.00)

Description: After School Activity Room 110, After School Activity Room 111

All Work including, but not limited to, demolition, new ceiling system, mechanical and electrical as provided in the Project Manual and Drawings.

Alternate #4 (X) Adds () Deducts

Twenty Eight Thousand Dollars (\$ 28,000.00)

Description: Pickleball Lounge 109

All Work including, but not limited to, demolition, exterior windows, installation, and related work as provided in the Project Manual and Drawings.

Dot Cooper Kelly Building Renovation
(Lee Acres)
City of Tupelo, MS
A/E#23013
Bid# 2024-053PR

Item # 14.

Bidder acknowledges the receipt of the following addenda:

No. 1 Date 9/16/2024 No. 2 Date 9/16/2024 No. Date
No. Date No. Date No. Date

Proposed subcontractors (Required)

Mechanical: Kline Mechanical Systems
Plumbing: Kline Mechanical Systems
Electrical: Advanced Electrical Services

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred (300)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars (\$250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature  Date 9/19/2024

Name and Title Mickey Hill, Executive Vice-President

Name of Business Worsham Brothers, Inc.
(Complete spelling - exact as recorded at the Contractor's Board)

Address P.O. Box 146

City/State/Zip Code Corinth, Mississippi 38835-0146

Bidder's Certificate of Responsibility Numbers(s): 00034-MC

End of Section 003000



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Worsham Brothers, Inc.**

as Principal, hereinafter called the Principal, and **Western Surety Company**

a corporation duly organized under the laws of the State of **South Dakota**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tupelo**
71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent amount of bid**

Dollars(\$5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Dot Cooper Kelly Building Renovation (Lee Acres)**
A/E #23013; Bid #2024-053PR

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **19th** day of

September 2024

Jeri Dunley
(Witness)

Worsham Brothers, Inc.
R.A. Williams (Principal)

PRESIDENT (Title)

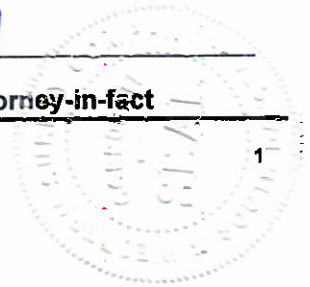


Janice McCoy
(Witness)
Janice McCoy

Western Surety Company
(Surety) (Seal)

fw (Title)

Cooper W. Permenter, Attorney-in-fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark E Harris, Keith W Brown, Tona J Hunter, W W Jones II, Joseph Madden III, Cooper W Permenter, Richard L Powell, Ric Stallings, Individually

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of September, 2024.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.





AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE: October 10, 2024

SUBJECT: IN THE MATTER OF DONATED LEAVE REQUEST FOR LEONARD THORNTON - AF

Request:

The Parks and Recreation is requesting approval to donate leave to an employee that has a qualifying health condition under Policy # 315 of the City of Tupelo Handbook. The employee will be exhausting all of his earned accrued leave. Leonard Thornton has had numerous eye surgeries with several setbacks. His hasn't be at work since November 29, 2023. We are requesting approval for employees to have the ability to donate a portion of their accrued leave in accordance to the Donation of Leave Policy to help this employee. Your consideration is greatly appreciated.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Joe Wheeler, Executive Director

DATE September 19, 2024

SUBJECT: IN THE MATTER OF THE APPROVAL OF MISSISSIPPI
TRANSPORTATION COMMISSION MULTI-MODAL FUNDING
AGREEMENT PROJECT # MM-0070-1225 TUPELO REGIONAL AIRPORT
JW

Request:

Approve Mississippi Transportation Commission Multi-Modal Funding Agreement Project No. MM-0070-1125 Tupelo Airport Authority

Attachments:

- A. Copy of the Multi-Modal Agreement

**MISSISSIPPI TRANSPORTATION COMMISSION
MULTI-MODAL FUNDING AGREEMENT
Project No. MM-0070-1225
Tupelo Regional Airport**

This AGREEMENT is made and entered into by and between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT"), and **City of Tupelo and Tupelo Airport Authority** ("RECIPIENT," jointly referred to as "PARTIES"), effective as of the date of the last execution below.

WHEREAS, Section 65-1-701 et seq., Miss. Code Ann. (1972) as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid for the development and improvement of transportation projects; and

WHEREAS, the RECIPIENT has submitted an application for Federal and/or State MULTI-MODAL Funds (hereinafter "APPLICATION") to the COMMISSION for financial assistance to be expended by or on behalf of the RECIPIENT in support of a project consisting of the following:

Paid Parking System

Amount: **\$55,000.00**

hereinafter referred to as the "PROJECT," a brief description together with special provisions of which is incorporated herein and made part of this AGREEMENT as Attachment "A."

Such PROJECT may be more fully described in the APPLICATION, capital replacement plan, budget/estimate and/or approved Federal/State grant on file in the offices of the Mississippi Department of Transportation, which, as applicable, are incorporated herein by reference; and

WHEREAS, the COMMISSION has agreed to partially fund such PROJECT with State and/or Federal funds, said PROJECT having been first approved by the Airport MULTI-MODAL Committee;

NOW, THEREFORE, in furtherance thereof, the parties hereto do agree as follows:

SECTION I Responsibilities of the Parties

As a condition of this AGREEMENT and as consideration for same, the RECIPIENT agrees to the following terms and conditions:

- A. The RECIPIENT will expend an amount equal to the amount shown in the APPLICATION as the RECIPIENT's share of the PROJECT, unless a lesser amount is subsequently approved by the COMMISSION.
- B. The RECIPIENT will carry out and complete the PROJECT in accordance with the approved APPLICATION, budget/estimate, plans, specifications, or contracts

for the transportation PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

- C. The RECIPIENT will provide the COMMISSION with reports in a format and schedule as may be requested by the COMMISSION for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner may be considered as the basis for the COMMISSION to cancel this award and withdraw these funds.
- D. The RECIPIENT will ensure that all funds awarded through this AGREEMENT are expended in accordance with all Federal/State cost principles as well as Federal and State procurement laws, regulations, or other program guidance as applicable.
- E. The RECIPIENT will at all times comply with all applicable Federal and State regulations, policies, procedures and directives, including the applicable Certifications and Assurances to be executed by the RECIPIENT as a part of grant awards and/or other agreements with the COMMISSION that relate to this PROJECT.
- F. The RECIPIENT will establish and maintain financial records of the PROJECT in accordance with applicable Federal and/or State audit requirements and make them available to personnel of the COMMISSION upon request.
- G. The RECIPIENT will operate and maintain in a safe and serviceable condition, all real, personal, and/or mixed property, including but not limited to vehicles and equipment (hereinafter, as combined, to be referred to as "PROJECT PROPERTY") that is purchased or improved in whole or in part with funds provided by this AGREEMENT.
- H. The RECIPIENT will grant and does hereby grant to the COMMISSION the right and opportunity to inspect any PROJECT PROPERTY financed in whole or in part by this AGREEMENT, to audit any records connected to this PROJECT, and to review the RECIPIENT's processes, procedures, and use of said property.
- I. The RECIPIENT will dispose of all PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with the applicable property management and disposition policies and procedures as determined by the COMMISSION.
- J. The RECIPIENT will dispose of all proceeds resulting from the sale of any PROJECT PROPERTY financed in whole or in part by this AGREEMENT in accordance with written guidance from the COMMISSION.

The COMMISSION in discharge of its responsibilities hereunder agrees to reimburse the RECIPIENT an amount up to \$55,000.00 as the COMMISSION's share from the State MULTI-MODAL Transportation Improvement Fund, and/or other available State or Federal funds as may be appropriate for expenses incurred in accomplishing the PROJECT.

SECTION II Purchase of Property, Goods, or Services

The purchase of all PROJECT PROPERTY, and/or goods and services, financed in whole or in part pursuant to this AGREEMENT shall be in accordance with the applicable Federal and State laws and procurement regulations, including State competitive bidding procedures.

The MDOT, after conferring with the appropriate Federal agency, may impose additional specific requirements governing the acquisition, use, or disposition of PROPERTY purchased with Federal funds.

SECTION III Title to Project Property

With respect to the title to PROJECT PROPERTY acquired as a result of this AGREEMENT, the RECIPIENT agrees as follows:

- A. Title to PROJECT PROPERTY that is personal or mixed in nature shall be held in the RECIPIENT's name subject to the restrictions of use and disposition as set forth herein and in accordance with Sections IV, V, and VIII of this AGREEMENT. If applicable, the COMMISSION shall be listed as first lien-holder on and maintain all original titles to PROJECT PROPERTY and shall be furnished one set of keys. If this AGREEMENT is terminated for any reason, title to such property shall become vested in the COMMISSION as first lien-holder and the COMMISSION shall have the right to repossess the same without notice.

- B. The RECIPIENT shall grant to the COMMISSION a security interest in the PROJECT PROPERTY through the execution of a security agreement in a form acceptable to the COMMISSION and by the filing of financing statements necessary to perfect that security interest. A copy of the Security Agreement form, acceptable to the COMMISSION, is available upon request from the designated COMMISSION contact person shown at Section XXI below.

- C. When real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS agree to grant to the COMMISSION a security interest in the real property to secure RECIPIENT's performance of the terms of this AGREEMENT and shall perfect that security interest by executing a deed of trust in a form acceptable to the COMMISSION and by filing that deed of trust in the land records of the county where the real property is located. At least ten (10) days prior to the transfer of funds under the terms of this AGREEMENT for the acquisition and/or development of real property, the RECIPIENT shall provide to the COMMISSION a title certificate from a Mississippi licensed attorney approved by the COMMISSION showing that there are no encumbrances on the real property to be acquired and/or developed, and the RECIPIENT shall have the title certificate updated immediately prior to the transfer of funds for the acquisition and/or development of the subject property. A copy of the Deed of Trust form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

- D. In addition, when real property is acquired and/or developed under the terms of this AGREEMENT, non-governmental RECIPIENTS shall convey to the COMMISSION the RECIPIENT's executive power to transfer any interest in the real property until the RECIPIENT has fulfilled its obligations under the terms of this AGREEMENT. The conveyance of the RECIPIENT's executive power shall be in a form acceptable

to the COMMISSION. A copy of the Conveyance of Executive Power form, acceptable to the COMMISSION, is available upon request to the designated COMMISSION contact person shown at Section XXI below.

- E. If the RECIPIENT is a governmental entity, in lieu of C and D above, it agrees to execute a Notice of Federal/State Interest which shall be duly recorded in the land records of the county. A copy of an acceptable form of the Notice of Federal/State Interest is available from the designated COMMISSION contact person shown at Section XXI below.

SECTION IV Use of Project Property

Use of PROJECT PROPERTY is subject to the following conditions:

- A. The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in the approved APPLICATION and this AGREEMENT. If, during the duration of the PROJECT PROPERTY, any such property is not used in such manner or is withdrawn from service for more than ninety (90) days, the RECIPIENT shall notify the COMMISSION in writing and shall dispose of such PROPERTY in accordance with guidance from the COMMISSION.
- B. In the event of the RECIPIENT's non-compliance with the provisions of this section, the COMMISSION shall impose such sanctions as it may determine to be appropriate, including but not limited to:
- (1) Withholding or discontinuing further reimbursements or funding; and/or
 - (2) Cancellation, termination, or suspension of this AGREEMENT in whole or in part.
- C. The RECIPIENT shall keep satisfactory records with regard to the use of the PROJECT PROPERTY and shall submit to the COMMISSION upon request such information as is required.
- D. The RECIPIENT shall neither use nor permit the PROJECT PROPERTY provided hereunder to be used for any illegal or unlawful purpose or in an unlawful manner or otherwise subject the said property to confiscation. The RECIPIENT agrees to reimburse the COMMISSION for the fair, retail market value in the event that the PROJECT PROPERTY is confiscated while in the possession or control of the RECIPIENT, together with other such expenses or losses that the COMMISSION may incur as a result thereof including attorney fees.

SECTION V Encumbrance of Project Equipment or Real Property

Except as provided in Section III of this AGREEMENT, the RECIPIENT shall not execute any lease, pledge, mortgage, lien, or other contract (including a grant anticipation note or "Safe Harbor Lease" under Section 168(g)(8) of the Internal Revenue Code of 1954) touching or affecting the Federal/State interest in any PROJECT PROPERTY, nor shall it obligate itself in any other manner, with any third party with respect to such property, unless such lease, pledge, mortgage, lien, contract, or other obligation is expressly authorized in writing by the COMMISSION; nor shall

the RECIPIENT, by any act or omission of any kind, adversely affect the Federal/State interest or impair its continuing control over the use of said PROJECT PROPERTY.

SECTION VI Records and Maintenance of Project Property

For the useful life of the PROJECT PROPERTY, the RECIPIENT shall maintain the said property at a high level of cleanliness, safety, and mechanical soundness. The RECIPIENT must maintain a PROJECT PROPERTY equipment inventory and a formal maintenance program. Property records must include a description of the property, vehicle identification number, if applicable, source, cost, acquisition date, percent of Federal/State participation, detailed maintenance records, and any disposition data.

SECTION VII Insurance

The RECIPIENT shall obtain insurance adequate to protect PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROPERTY purchased with Federal and/or State MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning vehicle operations, work or services to carry out the PROJECT, and said coverage shall remain in effect at all times during the useful life of the PROJECT PROPERTY.

The RECIPIENT shall obtain and maintain at all times during the duration of the PROJECT insurance coverage adequate to meet the appropriate requirements of the COMMISSION. In lieu thereof, the RECIPIENT shall certify that its sub-recipient has obtained said coverage. These specific requirements shall be attached hereto as Attachment "B."

SECTION VIII Disposition of Property

The RECIPIENT agrees that the PROJECT PROPERTY shall be used as described in Section IV of this AGREEMENT. If, at any time during the duration of this PROJECT, any PROPERTY with remaining useful life is not being used as described above, the RECIPIENT shall notify the COMMISSION in writing and, after concurrence by the COMMISSION, shall dispose of such PROPERTY in accordance with applicable laws and regulations and with the following procedures:

- A. Disposal of property with remaining useful life requires written approval authorized by the COMMISSION.
 - (1) If PROJECT PROPERTY is transferred to another recipient, the transferring RECIPIENT shall be entitled to and responsible for collecting from the receiving recipient its pro rata share of the current fair market value, based on the local match ratio. The value of the local match shall be based on at least two (2) independent appraisals of the current fair market value. In the absence of independent appraisals, value of the property shall be based on standard depreciation calculations; or,
 - (2) If the PROPERTY is approved to be retained by the RECIPIENT and the property has a fair market value of at least five thousand dollars (\$5,000.00),

the RECIPIENT shall reimburse the COMMISSION in an amount based on the Federal/State pro rata share of the original cost, equal to the current fair market value of the PROPERTY. The fair market value must be based upon two (2) independent appraisals. These appraisals must be approved by the COMMISSION; or,

- (3) If the PROJECT PROPERTY is approved to be sold, it shall be advertised and sold at the highest price obtainable at public sale or via sealed bids. All sales of PROPERTY must be consistent with State laws. The COMMISSION may authorize the expenses of the sale to be deducted from the proceeds. The proceeds derived from the sale of the PROJECT PROPERTY may be retained by the RECIPIENT as long as such proceeds are used to support transportation projects approved by the COMMISSION. Otherwise the RECIPIENT shall reimburse the COMMISSION its pro rata share of the net proceeds, based on the pro rata share of the original cost.
- B. To request disposal of PROPERTY that has reached its end of useful life, the RECIPIENT must make a written request of a declaration of end of useful life to the COMMISSION. Requests for end of useful life must be made in such a manner and format as required by the COMMISSION in the approved program procedures manual or policy statements.
- C. The RECIPIENT shall be responsible to the COMMISSION for full compliance with the current version of OMB Circular A-110 Revised and the "Common Grant Rule" for property disposition, and all other provisions of applicable Federal and State laws, rules, and regulations.

SECTION IX E-Invoice and E-Payment Paymode-X

This COMMISSION requires that all RECIPIENTS submit invoices electronically throughout the term of this AGREEMENT. RECIPIENT invoices shall be submitted to the COMMISSION using the processes and procedures identified by the COMMISSION. Procedures for new RECIPIENTS may be found in the Mississippi Department of Finance and Administration's Mississippi Agency Accounting Policies and Procedures (MAAPP) Manual in the Vendor File Maintenance Sections 11.20.10, 17.20.05, and 17.10.10 and in the related section on requirements for requesting an exemption from electronic payment found in Section 17.10.20. RECIPIENT understands that RECIPIENT must be enrolled in Paymode-X e-payment module prior to being enrolled for e-invoicing, and agrees to same, unless RECIPIENT has applied for and been granted an exemption. RECIPIENT may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the Mississippi Management and Reporting System's (MMRS) Call Center at (601) 359-1343. Payments by State Agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited in the bank account of the RECIPIENT's choice. RECIPIENT understands that the COMMISSION is exempt from the payment of taxes. All payments shall be in United States Currency.

SECTION X Agreement Reimbursement/Payments

Reimbursement payments pursuant to this award will be made for eligible costs documented by invoices for the equipment, work or services incurred in accomplishing the PROJECT. Final payment will be made after review and approval by the COMMISSION of documentation of the completion of the PROJECT and/or any audit documents as may be applicable.

The COMMISSION reserves the right to amend or withdraw this award at any time prior to its acceptance by the RECIPIENT.

SECTION XI Applicable Law/Severability

This AGREEMENT shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi shall be null and void. If any term or provision of this AGREEMENT is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this AGREEMENT shall not be affected thereby and each term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.

SECTION XII Availability of Funds

It is expressly understood and agreed that the obligation of the COMMISSION to proceed under this AGREEMENT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of State funds, as provided by Section 27-104-25 of the Mississippi Code.

If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient as a result of the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, then this AGREEMENT shall be suspended automatically without any notice to RECIPIENT or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. RECIPIENT is responsible for monitoring the actions of the Mississippi Legislature in its enactment of, or its failure to enact, any budget appropriation for the MDOT for the ensuing Fiscal Year, and for monitoring the MDOT website at <http://www.gomdot.com> for any such notices.

In the event that said suspension is necessary, RECIPIENT shall take all necessary steps to minimize the incurrence of costs allocable to the suspension, and advise all sub-recipients and vendors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then COMMISSION may, at its discretion, elect to extend the suspension and/or issue a stop work order or terminate this AGREEMENT as provided below.

If a suspension is not canceled and the work covered by such suspension is terminated, the RECIPIENT may be paid for services rendered prior to the suspension and/or stop work order. In addition to payment for services rendered prior to the date of the suspension and/or stop work order, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses

incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIII Stop Work Order/Termination for Lack of Funding

The COMMISSION may issue a stop work order or terminate this AGREEMENT for lack of funding in the following manner:

- A. The COMMISSION may, by written order to the RECIPIENT at any time, and without notice to any surety, require the RECIPIENT to stop all or any part of the work called for by this AGREEMENT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the RECIPIENT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the RECIPIENT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the COMMISSION shall either:
 - (1) Cancel the stop work order; or
 - (2) Terminate the work covered by such order according to and as provided elsewhere in this AGREEMENT.

Prior to the COMMISSION's taking official action to stop work under this AGREEMENT, the Executive Director of MDOT may notify the RECIPIENT, in writing, of the MDOT's intentions to ask the COMMISSION to stop work under this AGREEMENT. Upon notice from the Executive Director of MDOT, RECIPIENT shall suspend all activities under this AGREEMENT, pending final action by the COMMISSION.

- B. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the RECIPIENT shall have the right to resume work. If the COMMISSION decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the RECIPIENT's cost properly allocable to the performance of any part of this AGREEMENT and the RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage, an equitable adjustment in this AGREEMENT may be made by written modification of this AGREEMENT as provided by the terms of this AGREEMENT.
- C. If a stop work order is not canceled and the work covered by such order is terminated, the RECIPIENT may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the COMMISSION shall be liable only for the costs, fees, and expenses for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT in the packaging and shipment of

all documents covered by this AGREEMENT to the COMMISSION. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

- D. If at any time the funds anticipated for the fulfillment of this AGREEMENT are not forthcoming or are insufficient due to the failure of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the COMMISSION for the performance of this AGREEMENT, the COMMISSION shall have the right, upon ten (10) days' written notice to the RECIPIENT, to terminate this AGREEMENT without damage, penalty, cost, or expenses to the COMMISSION of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the COMMISSION may be liable only for the costs, fees, and expenses, if any, for demobilization and closeout of this AGREEMENT, based on actual time and expenses incurred by the RECIPIENT. In no event shall the COMMISSION be liable for lost profits or other consequential damages.

SECTION XIV Responsibilities for Claims and Liability

Non-governmental RECIPIENTS shall defend, indemnify, and hold harmless the COMMISSION and all its officers, agents, and employees from any claim, loss, damage, cost, charge, expense, or reasonable attorney fees (including, but not limited to, any type of environmental claim, loss, damage cost charge, or expense), to the extent caused by any act, actions, negligence, or omission by the RECIPIENT, its agents, employees, or sub-recipients during the performance of this AGREEMENT, whether direct or indirect. Neither the RECIPIENT nor any of his agents or sub-recipients will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the COMMISSION or any of its officers, agents, or employees.

Non-governmental RECIPIENTS' obligation under this section shall be initiated by the COMMISSION's notice of claim for indemnification to RECIPIENT. At the COMMISSION's option, the RECIPIENT shall defend or participate and associate with the COMMISSION in the defense and trial or arbitration of any damage claim, lien, or suit and any related settlement negotiations. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COMMISSION entirely responsible shall excuse performance of provision by the RECIPIENT. In such case, the COMMISSION shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COMMISSION agrees to notify all RECIPIENTS in writing as soon as practicable after receipt or notice of any claim involving RECIPIENT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

All RECIPIENTS, whether public or otherwise, agree to notify the Commission of any event encountered in the course of performance of this AGREEMENT which results in injury to any person or property, or which may otherwise subject the RECIPIENT or the COMMISSION or its officers, agents, or employees to liability. The RECIPIENT shall report any such event to the COMMISSION immediately upon discovery. Reporting to the COMMISSION under this

section shall not excuse or satisfy any obligation of the RECIPIENT to report any event to law enforcement or other entities under the requirements of any applicable law.

All notices, communications, and correspondence between the COMMISSION and the RECIPIENT shall be directed to the key personnel and designated agents designated in this AGREEMENT.

SECTION XV Immigrant Status Certification/E-Verify

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

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

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

SECTION XVI Disputes

Any dispute concerning a question of fact in connection with this AGREEMENT which is not disposed of by agreement shall be arbitrated by the Executive Director of the MDOT or such person as the Executive Director may designate. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within fifteen (15) days from the date of receipt of the decision, the RECIPIENT submits a written request for review of the decision. In that event, the RECIPIENT shall be provided an opportunity to be heard on the review and offer evidence in

support of the RECIPIENT's position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent, or was capricious. Until a final determination is made, the RECIPIENT shall proceed forthwith with the performance of the RECIPIENT's duties under this AGREEMENT pursuant to the Executive Director's decision.

SECTION XVII Termination of Agreement by Mutual Consent or Fault

This AGREEMENT may be terminated at any time by mutual consent of both parties. The RECIPIENT may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the COMMISSION forty-five (45) days in advance of the termination. The COMMISSION may terminate this AGREEMENT by giving the RECIPIENT fifteen (15) days' advance written notice in the event of determination by the COMMISSION of nonperformance or any breach of any terms of this AGREEMENT by the RECIPIENT. The COMMISSION, before issuing written notice of AGREEMENT termination, may allow the RECIPIENT forty-five (45) days to correct the problems identified. If the COMMISSION makes the determination that this AGREEMENT should be terminated due to (a) insufficient performance, (b) a violation of any provision of this AGREEMENT, or (c) a misuse of the funds or equipment provided under this AGREEMENT, then it is agreed that this AGREEMENT shall be terminated upon fifteen (15) days' notice in writing from the COMMISSION to the RECIPIENT. The RECIPIENT shall be entitled to receive compensation for eligible expenses approved by the COMMISSION prior to receiving the termination notice.

SECTION XVIII Termination of Agreement by the Commission

The COMMISSION shall have the absolute right to terminate this AGREEMENT at any time without notice to the RECIPIENT, on the occurrence of any of the following occurrences, which shall constitute a material breach of this AGREEMENT:

- A. failure to perform any of the scheduled duties as set out herein;
- B. performing unacceptable work, or neglecting or refusing to remove materials or to perform anew such work as may be rejected as unacceptable;
- C. discontinuing the prosecution of the work;
- D. subcontracting or assigning the work hereunder without the prior written consent of the COMMISSION;
- E. unnecessary delay in completing the duties under this AGREEMENT;
- F. violation by the Recipient of any law of the State of Mississippi or any law of the United States of America;
- G. becoming insolvent, being declared bankrupt, filing for protection under any chapter of the U.S. Bankruptcy Code, or committing any act of bankruptcy or insolvency;
- H. allowing a final judgement to stand unsatisfied;
- I. making an assignment of the benefit of creditors;
- J. failure to provide and maintain the policies of insurance as required by this AGREEMENT;

- K. failure for any other causes whatsoever to carry on the work in an acceptable manner.

The above list of circumstances constituting material breach is not intended to be all inclusive and in no way restricts the COMMISSION from terminating this AGREEMENT for any material breach recognized by the Courts, State or Federal.

Termination without notice shall require written notice to the RECIPIENT setting out the basis for said termination and the effective date of said termination. Prior to termination without notice for reasons A, B, C, D, E or I above, the COMMISSION must show that the appropriate supervisory personnel have notified the RECIPIENT of the deficient performance and given the RECIPIENT at least fifteen (15) days to cure the deficiencies, unless said deficiencies are such that they may cause irreparable harm to PROJECT PROPERTY or public safety.

If the RECIPIENT enters into bankruptcy, voluntarily or involuntarily, any PROPERTY, or proceeds resulting from the sale thereof, purchased or financed in whole or in part with funds provided by this AGREEMENT shall not be an asset to the RECIPIENT.

In the event of a termination for any reason, the COMMISSION'S obligations and liability hereunder shall be limited solely to payment of any compensation due RECIPIENT as stated in this AGREEMENT.

SECTION XIX General Provisions

This AGREEMENT, together with the APPLICATION and Attachments hereto, constitutes the sole and entire agreement between the COMMISSION and the RECIPIENT with respect to the PROJECT hereof and supersedes any and all prior agreements, discussions, and negotiations between the COMMISSION and the RECIPIENT.

The RECIPIENT's acceptance of this AGREEMENT shall be evidenced by execution of this AGREEMENT by a duly authorized representative of the RECIPIENT, and said acceptance shall comprise a Airport MULTI-MODAL FUNDING AGREEMENT. It shall become effective upon the date of RECIPIENT's acceptance and shall remain in effect for twenty-four (24) consecutive months following execution by the Executive Director of the Mississippi Department of Transportation. Any unspent funds remaining at the end of this AGREEMENT shall automatically revert to the COMMISSION.

The COMMISSION executes all its orders and directives through the duly appointed Executive Director and the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the PROJECT identified in this AGREEMENT shall be directed to the appropriate modal Division Director, Mississippi Department of Transportation, and shall reference this AGREEMENT number.

SECTION XX Agreement Changes

Modifications, changes, or amendments to this AGREEMENT may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification, or amendment

of any term, provision, or condition of this AGREEMENT must be in writing and signed by both parties hereto.

SECTION XXI Notice, Key Personnel, and Designated Agents

The RECIPIENT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this AGREEMENT shall not be changed or reassigned without prior approval of the MDOT. If prior approval is impossible, recipient shall give notice to the MDOT as soon as practicable, and by subsequent review the MDOT may approve or disapprove the action. For purposes of implementing this section and all other sections of this AGREEMENT with regard to notice, the individuals listed below are herewith designated as agents for the respective parties. Any notice required or permitted to be given under this AGREEMENT shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth below:

Commission:

Director of Aeronautics and Rails Division
Mississippi Department of Transportation
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: 601-359-7850
Facsimile: 601-359-7855

Recipient:

Mr. Joe Wheeler
Tupelo Airport Authority
2704 West Jackson St.
Tupelo, MS 38801
Telephone: (662) 841-6570, ext. 0
Facsimile: (662) 841-6571

With copy to:

Office of the Attorney General
Transportation Division
P.O. Box 1850
Jackson, MS 39201
Telephone: 601-359-7600
Facsimile: 601-359-7774

THIS SPACE LEFT BLANK INTENTIONALLY

For the faithful performance of the terms of this AGREEMENT, the parties hereto have caused this AGREEMENT to be executed by their undersigned authorized representatives and the parties hereto represent that they have the authority to enter into this AGREEMENT.

WITNESS my signature in execution hereof this the ___ day of _____, 20__.

City of Tupelo
Recipient

By: _____
Signature

Attest: _____
Signature Title

WITNESS my signature in execution hereof this the ___ day of _____, 20__.

Tupelo Airport Authority
Recipient

By: _____
Signature

Attest: _____
Signature Title

WITNESS my signature in execution hereof this the ___ day of _____, 20__.

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

Brad White, Executive Director

MTC Award: Book _____, Page No. _____

Airport Attachment "A"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0070-1225**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Tupelo** and **Tupelo Airport Authority** for the purpose of setting forth the project description, projected completion date, project milestones, and applicable special provisions.

PROJECT DESCRIPTION: Installation of entry and exit gates with automated arms, ticket kiosks, signage, and lighting for a paid parking system at Tupelo Regional Airport. This project aims to improve parking management, enhance security, and increase revenue.

SPECIAL PROVISIONS:

Anything to the contrary notwithstanding, with respect to the implementation of this PROJECT, the following special provisions shall apply. In the event of a conflict between these provisions and other provisions contained elsewhere in this AGREEMENT, these special provisions shall prevail:

- A. The RECIPIENT shall be responsible for following all applicable regulations of the Federal and State regulations in the administration of the PROJECT.
- B. The RECIPIENT shall carry out and complete the PROJECT by the date set forth above in accordance with the approved plans and specifications and/or contracts for the PROJECT, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.
- C. The RECIPIENT will provide the Commission with a schedule of actions for accomplishing the PROJECT. Failure to accomplish the PROJECT in a timely manner will be the basis for the COMMISSION withdrawing the funds.
- D. The RECIPIENT will accomplish any coordination required by the Federal Aviation Administration to ensure the safety of operations and prevent any derogation of navigation aids or procedures at the Airport.
- E. The RECIPIENT will insure that all development accomplished in the PROJECT will meet Federal Aviation Administration or other Federal, State, or local standards and requirements, as applicable.
- F. The RECIPIENT agrees to expend an amount equal to or greater than one percent (1%) of the final eligible PROJECT costs.
- G. If the RECIPIENT alters the PROJECT in any manner so as to make it ineligible for Federal matching funds, then said RECIPIENT shall bear all such ineligible costs.
- H. Reimbursements for PROJECT payments made pursuant to this AGREEMENT shall be made for eligible costs documented by invoices in accordance with

Section IX of the AGREEMENT of which this is a part. Final payment will be made after review and acceptance of the completed PROJECT by the Commission.

- I. The RECIPIENT hereby agrees to operate and maintain in a safe and serviceable condition the Airport and all facilities thereon, or connected therewith, which are necessary to serve the aeronautical users of the Airport, and will not permit any activity which would interfere with its use for airport purposes.

Airport Attachment "B"

Attached to and made a part of that certain MULTI-MODAL AGREEMENT, Project Number **MM-0070-1225**, executed by and between the Mississippi Transportation Commission and recipient(s) **City of Tupelo** and **Tupelo Airport Authority** for the purpose of setting forth the requirements for insurance for the project.

The RECIPIENT shall obtain or shall cause its sub-contractor/sub-recipient or agent to obtain insurance adequate to protect the PROJECT PROPERTY, as well as public liability insurance. The COMMISSION shall be named as loss payee for PROJECT PROPERTY purchased or improved with MULTI-MODAL funds. The RECIPIENT shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the COMMISSION or prior to beginning the PROJECT, and said coverage shall remain in effect at all times during the useful life of the PROJECT PROPERTY. The minimum coverage shall be as follows:

- A. Comprehensive general liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations;
- B. Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than five hundred thousand dollars (\$500,000.00) per occurrence, covering bodily injury and death and property damage, if applicable;
- C. Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars (\$50,000.00);
- D. Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi;

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms, or reduce coverage for a period of sixty (60) days after the Mississippi Department of Transportation has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend, or reduce the coverage.

The RECIPIENT shall immediately notify the COMMISSION in writing of any notices from insurer concerning cancellation or reduction in insurance coverage.

On or before the inception of the Period of Performance of this AGREEMENT, the RECIPIENT shall deliver to the COMMISSION a Certificate or Certificates of Insurance, certifying the types and amounts of coverage required herein, the loss payee, and the required endorsement. Governmental RECIPIENTS must provide evidence of the aforesaid insurance coverage or a Certificate of Coverage under the Mississippi Tort Claims Act as set forth in Chapter 46, title 11, Mississippi Code 1972, as amended.

All insurance herein specified shall be carried until the work performed under this AGREEMENT is satisfactorily completed.

Airport Attachment "C"

RECIPIENT EEV CERTIFICATION AND AGREEMENT

Tupelo Regional Airport

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

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

EEV* Company Identification Number [Required]

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

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent of Recipient

Title of Authorized Officer or Agent of Recipient

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE October 9, 2024

SUBJECT: IN THE MATTER OF CVB BOARD MINUTES FOR SEPTEMBER 3 AND OCTOBER 1, 2024 **SC**

Request:

Review September and October Board Minutes.



Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, September 3, 2024

The Tupelo Convention & Visitors Bureau met Tuesday, September 3, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Stephanie Browning, Emily Elliott, and Leslie Nabors. Tupelo CVB staff members present were Mitch Lowe, Jennie Bradford Curlee, and Elizabeth Russell.

Stephanie Coomer called the meeting to order at 2:08 p.m.

Leslie Nabors moved for approval of the agenda. Stephanie Browning seconded the motion. All voting aye, the motion carried.

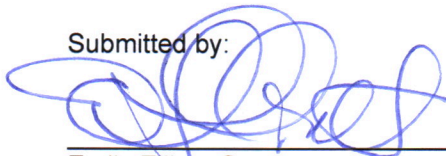
Emily Elliott moved that the minutes from August 6, 2024, be approved as presented. Leslie Nabors seconded the motion. All voting aye, the motion carried.

Stephanie Coomer presented the financial report.

Mitch Lowe, Jennie Bradford Curlee, and Elizabeth Russell presented staff reports.

The meeting adjourned at 2:28 p.m.

Submitted by:



Emily Elliott, Secretary



Stephanie Coomer, Chairman



Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, October 1, 2024

The Tupelo Convention & Visitors Bureau met Tuesday, October 1, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Emily Elliott, Steven Blaylock, Louis Britton, and Stephanie Browning. Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell.

Stephanie Coomer called the meeting to order at 2:05 p.m.

Louis Britton made a motion to approve the agenda and move the Link Centre Request New Business to the beginning of the agenda. Steven Blaylock seconded the motion. All voting aye, the motion carried.

Doyce Deas and Melanie Deas made a presentation requesting funds for the Link Centre renovation.

Emily Elliott moved that the minutes from September 3 be approved as presented. Louis Britton seconded the motion. All voting aye, the motion carried.

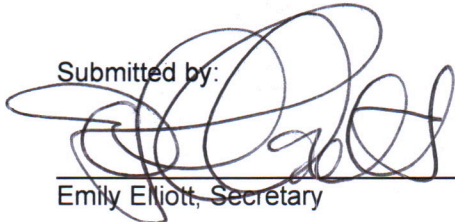
Stephanie Coomer presented the financial report.

Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell presented staff reports.

Steven Blaylock made a motion to move forward with the proposal submitted by TURNER Public Relations for RFP #2024-052. Emily Elliott seconded the motion. All voting aye, the motion carried.

The meeting adjourned at 2:46 p.m.

Submitted by:



Emily Elliott, Secretary



Stephanie Coomer, Chairman



AGENDA REQUEST

TO: Mayor and City Council
FROM: Stephanie Coomer, Director
DATE October 9, 2024
SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT FOR ARPA PROJECT
#2024-052 CVB RFP PUBLIC RELATIONS SC

Request:

Approval of contract for ARPA project#2024-052 CVB RFP Public Relations

The contract has been approved by the legal department.

SUPPLEMENTAL TERMS

(A) EQUAL OPPORTUNITY CLAUSE.

(1) During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain

from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) Contractor agrees to include the equal opportunity clause above in each of its nonexempt subcontracts.

(B) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

(C) OTHER NON-DISCRIMINATION STATUTES. Contractor acknowledges that the Tupelo Convention and Visitors Bureau is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(D) COPELAND ANTI-KICKBACK ACT.

(A) Contractor. Contractor agrees it shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The obligations thereunder include, but are not limited to, the requirement that Contractor shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 C.F.R. Part 3 and 29 C.F.R. Part 5 during the preceding weekly payroll period. This statement shall include a "Statement of Compliance" executed by the Contractor or Subcontractor or by an authorized officer or employee of the Contractor or Subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the

Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The Contractor shall comply with all other applicable "Anti-Kickback" regulations in 29 CFR Part 3 and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(B) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Department of Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(D) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. The Contractor or Subcontractor shall comply with all other applicable Contract Work Hours and Safety Standards Act regulations in 29 CFR Part 5 and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph (F), the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph (F), in the sum of \$29 for each calendar day (or higher as provided by any subsequent federal regulations) on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub-paragraph (1) of this paragraph (F).

- (3) **Withholding for unpaid wages and liquidated damages.** The Department of Treasury or the Tupelo Convention and Visitors Bureau shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Appeal of withholding for unpaid wages and liquidated damages.** Any contractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the Secretary of the Treasury or her designee. Any appeal shall be pursuant to the requirements and/or procedures contained in 29 CFR Part 3 or any other applicable regulations.
- (5) **Subcontracts.** The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph (D) and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

(E) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

(1) **Standard.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the Tupelo Convention and Visitors Bureau wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Department of Treasury. See 2 C.F.R. Part 200, Appendix II(F).

(2) **Applicability.** This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as federal awards under these programs do not meet the definition of “*funding agreement*.”

(3) **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered

into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(F) ENVIRONMENTAL COMPLIANCE.

(1) **Standard.** Contractor and/or Subcontractor agrees that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor and/or Subcontractor agrees that it will report all violations to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

(2) **Applicability.** This requirement applies to contracts awarded by Tupelo Convention and Visitors Bureau of amounts in excess of \$150,000 under a federal grant.

(I) DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Tupelo Convention and Visitors Bureau. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Tupelo Convention and Visitors Bureau the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(J) PROCUREMENT OF RECOVERED MATERIALS. Contractor and/or Subcontractor agrees that it will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the requirements of which include:

(1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

(2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and

(3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Contractor and/or Subcontractor agrees and acknowledges that it is prohibited from obligating or expending loan or grant funds to:

- (1) procure or obtain;
- (2) extend or renew a contract to procure or obtain; or
- (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, “covered telecommunications equipment” is telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

The prohibition in this section includes (a) telecommunications or video surveillance services provided by such entities listed above or using such equipment; and (b) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) DOMESTIC PREFERENCES FOR PROCUREMENTS. Contractor agrees, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Contractor and/or Subcontractor further agrees that the requirements of this subsection must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this subsection: (1) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) MISSISSIPPI EMPLOYMENT PROTECTION ACT. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session, codified as Miss. Code Ann. § 71-11-1, *et seq.*) and will register and participate in the status verification system for all newly hired employees. The term “employee” as

used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-verify Program, or any other successor electronic verification system replacing the E-verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Subrecipient and contractor further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to 3 years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to contractor by an agency, department or government entity for the right to do business in Mississippi for up to 1 year, or (c) both. In the event of such cancellation/termination, contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit.

(N) BIDS FOR PUBLIC WORKS PROJECTS UTILIZING FUNDS RESULTING FROM A FEDERALLY DECLARED DISASTER. Pursuant to Mississippi Code Annotated § 31-5-37, all contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$5,000.00) or more and that are financed, in whole or in part, through the use of funds received by state or local governmental entities resulting from a federally declared disaster shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. Contractor therefore agrees that it shall submit to the Tupelo Convention and Visitors Bureau and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of this Contract which shall include the following:

- a. The types of jobs involved in the public works project;
- b. The skill level of the jobs involved in the project;
- c. Wage information on the jobs involved in the project;
- d. The number of vacant positions that the Contractor and any subcontractor needs to fill;
- e. How the Contractor and any subcontractor will recruit, low-wage and unemployed individuals for job vacancies;
- f. Such other information as may be required by the Mississippi Department of Employment Security; and
- g. Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71 of the Mississippi Code.

Further, Contractor and/or Subcontractor agree that, from the date written notice of the Contract award is received and until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, Contractor and any Subcontractor shall not hire any personnel to fill vacant positions necessary for this public works project except residents of the State of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. For purposes of this subsection, the Contractor and/or Subcontractor is authorized to employ Mississippi residents to begin work immediately, and such persons are to be verified by the Mississippi

Department of Employment Security after employment by the Contractor and/or Subcontractor. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the Contractor to consider for the vacant positions. The Contractor shall review the individuals submitted by the department before hiring individuals who are not submitted by the department. The Contract award shall be vacated if the Contractor fails to comply with the provisions of this subsection.

(O) RECORDS. Financial records, supporting documents, statistical records, and all other Contractor and/or Subcontractor records pertinent to this Contract must be retained for a period of three years from the date of submission of the final expenditure report by the Tupelo Convention and Visitors Bureau to the U.S. Department of Treasury. The only exceptions to the requirements listed above in this subsection are contained in 2 C.F.R. § 200.334. All financial information and data relevant to this Contract or any work performed thereto shall be compiled and maintained in accordance generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Contract or any subcontract thereunder. The Contractor and/or Subcontractor shall also maintain the financial information and data used in the preparation or support of any cost submission for any negotiated subcontract or change order and a copy of the cost summary submitted to the Tupelo Convention and Visitors Bureau.

(P) ACCESS TO RECORDS.

(1) Contractor and/or Subcontractor agrees to allow the Tupelo Convention and Visitors Bureau the U.S. Department of Treasury, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contractor and/or Subcontractor which are directly pertinent to the Contract or the Coronavirus State Fiscal Recovery Fund and the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act for the purpose of making audits, examinations, excerpts, and transcriptions. The rights of access in this subsection are not limited to the required retention period but last as long as the records are retained.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Secretary of the Treasury or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Tupelo Convention and Visitors Bureau and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department of Treasury or the Comptroller General of the United States.

(Q) PUBLICATIONS. Any publications produced with funds from this award must display the following language: "This project [*is being*] [*was*] supported, in whole or in part, by federal award number [SLFRP0003] awarded to [*Tupelo Convention and Visitors Bureau*] by the U.S. Department of the Treasury."

(R) **INCREASING SEAT BELT USE IN THE UNITED STATES.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

(S) **REDUCING TEXT MESSAGING WHILE DRIVING.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

(T) **CHANGES**

(1) **Standard.** To be eligible for assistance under the Tupelo Convention and Visitors Bureau's federal award, grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) **Applicability.** Treasury recommends, therefore, that Tupelo Convention and Visitors Bureau include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

(U) **DEPARTMENT OF TREASURY SEAL, LOGO, AND FLAGS.** The contractor shall not use the Department of Treasury seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Treasury's pre-approval.

(V) **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.** This is an acknowledgement that the Department of Treasury's financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives.

(W) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Tupelo Convention and Visitors Bureau, contractor, or any other party pertaining to any matter resulting from the contract.

(X) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

(Y) **MINORITY AND WOMEN BUSINESS ENTERPRISES.** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- (1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- (2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and
- (5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and/or the Mississippi Procurement Technical Assistance Program (<https://mscpc.com>).

(Z) CONFLICTS AND INTERPRETATION.

- (1) To the extent that any portion of these Supplemental Terms conflicts with any term or condition of this contract expressed outside of these Supplementary Terms, the Supplemental Terms shall govern.
- (2) The term "contractor" as used in these Supplemental Terms shall also include any subcontractors that contract with a contractor and whose contract for goods and/or services is funded in whole or in part by a federal grant award.

(AA) REMEDIES

- (1) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.

(BB) TERMINATION FOR CAUSE AND COVIENENCE

- (1) All contracts in excess of \$10,000 are subject to termination for cause and for convenience by the Tupelo Convention and Visitors Bureau including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B)
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.

(CC) ANTI-LOBBYING AMENDMENT. Contractor and/or Subcontractor certifies, to the best of its knowledge and belief that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor and/or Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the

making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor and/or Subcontractor shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The contractor, **Turner Public Relations, LLC dba TURNER**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Christine Turner

Signature of Contractor’s Authorized Official

Christine Turner, President

Name and Title of Contractor’s Authorized Official

September 26, 2024

Date

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between **Turner Public Relations, LLC dba TURNER** (“Contractor”), and the **TUPELO CONVENTION AND VISITOR’S BUREAU** (“Unit”), and forms an integral part of the contract hereby made between the parties.

RECITALS

WHEREAS, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section 1) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

WHEREAS, Unit intends to pay, in part or in whole, for the cost of the Contract made between the parties using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

WHEREAS, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

NOW, THEREFORE, Contractor and Unit do mutually agree as follows:

AGREEMENTS

I. Definitions

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
 2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.

3. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
4. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
5. “Contract” shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Unit.
7. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
10. “Recipient” shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

11. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

I. Compliance with Federal Law, Regulations and Executive Orders

This is an acknowledgement that federal assistance from the US Department of Treasury under the American Rescue Plan Act (ARPA) will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, ARPA implementing regulations and any correlating regulations established by the Treasury Department, including but not limited to the following conditions:

II. Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

- conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. Minority and Women Business Enterprises

This contract was procured by the UNIT taking affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. If any subcontracts are to be let, Contractor hereby agrees to comply with the following, or when otherwise applicable:

The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise).

Contractor hereby agrees to take affirmative steps to assure that women and minority

businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
5. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

IV. Davis-Bacon Act

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148), and the requirements of 29 C.F.R. pt. 5, as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors that are a party to contracts subject to the provisions of the Davis-Bacon Act are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

V. Copeland "Anti-Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

VI. Contract Work Hours and Safety Standards Act

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The UNIT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

VII. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et

- seq.
2. The contractor agrees to report each violation to the UNIT and understands and agrees that the UNIT will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
 3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the UNIT and understands and agrees that the UNIT will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

VIII. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by UNIT. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to UNIT, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Cities cannot award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

IX. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal

award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

A Byrd Anti-Lobbying Certification is attached to these supplemental general conditions and execution is required for this contract.

X. Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XI. Access to Records

The Contractor agrees to provide UNIT and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

UNIT and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Comptroller General of the United States.

XII. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

XIII. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

XIV. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment,

services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

XV. Buy USA - Domestic Preference for certain procurements using federal funds

Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XVI. Publications

Any publications produced with funds from this award must display the following language: “This project is being supported in whole or in part by the American Rescue Plan Act (ARPA), federal award number [enter project FAIN] awarded to The City of Tupelo, Mississippi by the U.S. Department of the Treasury.”

XVII. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

XVIII. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to

adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

CONTRACTOR:

By: Turner Public Relations, LLC dba TURNER
Name: Christine Turner *Christine Turner*
Title: President

UNIT:

By: _____
Name: _____
Title: _____

**ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM
APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), “[Disclosure Form to Report Lobbying](#),” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **Turner Public Relations, LLC dba TURNER**, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Christine Turner
Signature of Contractor’s Authorized Official

Christine Turner
Name and Title of Contractor’s Authorized Official

September 26, 2024
Date

Mandatory Addendum to
All City of Tupelo Contracts

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

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

Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of

data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

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

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

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

Miss. Code Anno. 21-27-1

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

MS AG Ops. 2012-00013

- 20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- 1/2 %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

Miss. Code Anno. §31-7-305 (1972 as amended)

The provisions contained in the above Addendum shall be incorporated in whole in the Standard Contract entered into between the parties. The parties agree that in the event any provision contained in the Agreement contradicts with any provision contained in the above Addendum, the terms of the Addendum shall control.

CONTRACTOR:

TUPELO:

By: Turner Public Relations, LLC dba TURNER
Name: Christine Turner
Title: President

By: _____
Name: _____
Title: _____

TURNER

a fahlgren mortine company

Statement of Work

This Statement of Work made as of October 1, 2024 by and between Turner Public Relations, LLC. (dba TURNER) with its principal office located at 1614 15th Street, Fourth Floor, Denver, Colorado 80202 and 250 W. 39th Street, Suite 1602, New York, NY 10018 (“Agency”) and Tupelo CVB, with its principal office located at P.O. Drawer 47, Tupelo, MS 38802 (“Client”). Client and Agency may each be referred to herein as a “Party” and collectively, the “Parties”.

Recitals

- A. Client and Agency have entered into a Master Services Agreement dated as of October 1, 2022 (the “Agreement”).
- B. Client and Agency desire to enter into this Statement of Work.

1. Interpretation and Construction

- a) The Parties confirm that the Master Services Agreement shall govern the relationship between the Parties. Unless otherwise specifically set forth herein, in the event of a conflict or inconsistency between the terms and conditions set forth in the Statement of Work, the terms and conditions set forth in the Master Service Agreement shall take precedence, govern and control.
- b) The Parties hereby acknowledge that the terms set forth in this Master Service Agreement are incorporated herein by reference, as if fully set forth at length therein.

2. The Services/Scope of Work

Tupelo CVB SOW 2024/25 - Oct 1, 2024 - Sept 30, 2025				
Fee:		Total Contract Hours:		
\$90,000*12-Month Contract; Monthly Retainer \$7,500 per Month at \$160 Blended Rate		562.5 Hours (avg. 46 per Month)		
DESCRIPTION OF SERVICE + INITIATIVE	NOTES	CONTRACT TERM HOURS	RATE	ANNUAL FEE
DEVELOPMENT (Audit/Strategy/Strategic Counsel)				
Strategic Planning	Development of a 12-month (annual) strategic PR Plan and provision of senior account team member advice and counsel (3 hours per quarter)	30	\$160	\$4,800
IMPLEMENTATION (Media Relations/Influencer Vetting/News Bureau)				
Proactive Media Relations	Proactive outreach for story conversion to support key goals; focus on priority, defined target publications with pitch bank process; continual review editorial calendars. Assumes approximately 10 hours per month x 12 months	120	\$160	\$19,200
News Bureau/Inbound Media Requests	Act as an always-on news bureau to handle timely inbound media leads; coordinate with client team as needed. Assumes 4.5 hours per month x 12 months for inbound media leads.	54	\$160	\$8,640
Award Submissions/Opportunities	Recommend and submit up to two (2) award submission entries on behalf of Tupelo CVB (e.g. HSMAI Adrian Awards, PRSA or RC Awards) and/or support activating reader/constituent voting.	14	\$160	\$2,240
Review + advisement of potential crisis situations	NOTE: In the event of crisis and with client direction, TURNER can cancel monthly hours from proactive pitching to support crisis work. If the crisis scale and management takes more than the allotted retainer hours, we will charge a project fee or by the hour. KPIs will shift accordingly if time is redirected.	TBD	FEE	FEE

MEDIA VISITS/FAM TRIPS				
FAM Trips	<ul style="list-style-type: none"> o Organize 6-7 Individual media visits. o Organize 2 small-group FAMS with 3 - 4 media with a TURNER escort on one trip (using immersion hours). o TURNER to conduct follow-up with the visiting media, including post-trip information, planned placement, images and interview needs. Provide a forecast for coverage and copies of coverage once available. o TURNER will vet each visit and provide recommendations on hosting levels, itinerary suggestions and background on media. o Agency to handle invitations and booking travel (flight/ground transportation) logistics for visiting journalists, with additional expense budget. 	120	\$160	\$19,200
EVENTS/MEDIA MISSIONS				
Key Market Media Mission: 8-10 media engagements	Secure a series of media appointments or one intimate media cocktail on behalf of Tupelo in a Key Market. TURNER escort can be provided via immersion hours if client desires)	30	\$160	\$4,800
ACCOUNT MANAGEMENT - PR				
Press Material Updates; Interview Backgrounders; Partnership Backgrounders; Briefing Pages as Needed	Draft/update media briefing pages (including for conferences like IMM), interview backgrounders as needed in advance of interview/media opps and partnership backgrounders. Update key press materials (e.g. fact sheet, destination story ideas document and image library). Tasks to be completed within	15.5	\$160	\$2,480
Immersion / Product Knowledge update	Assumes: - Transportation, accommodation and meal costs for 2 TURNER team members for 3 nights / 4 days; Immersion hours can be used toward a group FAM escort and/or support with a key market media mission/in-market event.	65	\$160	\$10,400
REPORTING				
Team Status Calls/Monthly Calls	Assumes: - 1 30-minute call per month - 3 PR team members	18	\$160	\$2,880
PR Reporting, Monitoring, Analytics	Assumes 8 hours per month and includes: - Compile media coverage info - Share hit announcements in real time - Monthly Cision reports and prepare call agendas - Annual recap report	96	\$160	\$15,360
TOTAL AVAILABLE CONTRACT HOURS		562.5	x \$160 =	\$90,000

Note: TURNER will invoice at \$7,500 per month, or an average of 46 hours per month. Retainer fees do not include the administrative fee of \$500 per month to cover media subscription services and tools needed for tailored analytics and reporting. This will be billed monthly with the retainer fee. Retainer fees also do not cover any out of pocket expenses such as airfare/transportation, mileage, or FedEx, which are billed without mark-up with client pre-approval. Hard costs for events/media mailers, influencer fees, flights/travel for TURNER or media/influencers are not included in retainer fees. Contract hours not to exceed 562.5 hours across the 12 month term. TURNER will provide hours tracking update throughout contract duration. Client reserves the right to amend initiatives and priorities to address other business needs as long as total hours remain within contract allotment.

Note:TURNER will bill a project fee of up to \$50,000 for one activation in a key target market (covering agency fees and out-of-pocket expenses) in addition to the above scope of work. Any additional media activations or program enhancements outside of the above scope of work, projected target market activation project fee, or outside of account hours, will require an additional project fee and client pre-approval.

Note: For all travel within Tupelo, it is expected that the tourism board/partners will cover accommodations, meals, destination experiences for all trip participants (including TURNER staff members) by securing them on a complimentary basis.

3. Primary Contacts

Agency Contact:	Christine Turner	Client Contact:	Stephanie Coomer
	Turner Public Relations, LLC.		Tupelo CVB
	1614 15 th Street, Fourth Floor		P.O. Drawer 47
	Denver, CO 80202		Tupelo, MS 38802
	303-333-1402		662-841-6521
	christine@turnerpr.com		scoomer@tupelo.net

4. Agency Fees

Public Relations Retainer is \$7,500 per month for approx. 46 hours of services per month. Invoiced on the first day of the month.

<u>Work Period</u>	<u>Retainer Fee*</u>	<u>Admin Fee</u>	<u>Payment Due</u>
October 2024	\$7,500	\$500	Due Upon Receipt
November 2024	\$7,500	\$500	Due Upon Receipt
December 2024	\$7,500	\$500	Due Upon Receipt
January 2025	\$7,500	\$500	Due Upon Receipt
February 2025	\$7,500	\$500	Due Upon Receipt
March 2025	\$7,500	\$500	Due Upon Receipt
April 2025	\$7,500	\$500	Due Upon Receipt
May 2025	\$7,500	\$500	Due Upon Receipt
June 2025	\$7,500	\$500	Due Upon Receipt
July 2025	\$7,500	\$500	Due Upon Receipt
August 2025	\$7,500	\$500	Due Upon Receipt
September 2025	\$7,500	\$500	Due Upon Receipt
Total Fee:	\$90,000	\$6,000	

In addition to the above retainer fee and agency admin fee, TURNER will bill a project fee of up to \$50,000 for one activation in a key target market (covering agency fees and out-of-pocket expenses) upon client approval.

Client to send payments to: Accounts Receivable
4030 Easton Station, Suite 300
Columbus, OH 43219

WHEREFORE, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives.

Client

Tupelo CVB

By: _____

Name: Stephanie Coomer

Title: Deputy Director

Date: _____

Agency

Turner Public Relations, LLC.,
Db a TURNER

Christine Turner

By: _____

Name: Christine Turner

Title: President

Date: October 9, 2024



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE: October 10, 2024

SUBJECT: IN THE MATTER OF A RESOLUTION SUSPENDING THE COLLECTION OF A \$1.00 ASSESSMENT BY THE TUPELO MUNICIPAL COURT ON ALL FELONY AND MISDEMEANOR DRUG AND ALOCOHOL RELATED CASES HAVING PREVIOUSLY BEEN DISTRIBUTED TO THE NATIONAL COUNCIL ON ALCOHOLISM & DRUG DEPENDNENCE OF NORTHEAST MISSISSIPPI, INC. (NCADD) **SR**

Request:

The City Council of the City of Tupelo passed a resolution on March 11, 1997 requesting the Mississippi Legislature to adopt local and private legislation that would provide the City of Tupelo with the authority to impose and collect an additional municipal court cost of one dollar (\$1.00) on each misdemeanor and felony case that is drug and/or alcohol related and processed through the Tupelo Municipal Court with such additional monies to be distributed to the National Council on Alcoholism & Drug Dependence of Northeast Mississippi, Inc. Pursuant to such request, the Legislature approved and the Governor signed into law on April 9, 1997 a bill authorizing the collection of the assessment for such purposes.

The Tupelo Municipal Court has been collecting the assessment since that time. On or about May 14, 2024, NCADD dissolved as an organization and ceased operations. At this time, there is currently no need to continue the collection of the assessment.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 15 October 2024

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT APPLICATION FOR U.S. ENVIRONMENTAL AND CLIMATE JUSTICE COMMUNITY CHANGE GRANTS PROGRAM – TUPELO ENERGY PROJECTS AC

Request: Request to submit a grant for funding that will be applied towards HVAC, automation, lighting and roof renovations to buildings such as the Aquatic Center, Police Department, Police Academy, other City buildings, and sidewalks. The City will apply for approximately \$20M of funding.

Agency: U.S. Environmental Protection Agency, Office of Environmental Justice and External Civil Rights (OEJECR)

Grant: Environmental and Climate Justice Community Change Grants Program

Grant #: EPA-R-OEJECR-OCS-23-04

Match: N/A

Submission Deadline: 21 November 2024



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben Logan, City Attorney
DATE April 11, 2024
SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01

Request:

These development code amendments deal with residential uses by adding and revising definitions, changing uses within base zoning districts, updating tables and providing supplemental standards. These amendments will be considered separately by subject matter below:

- TA 23-01 (1) Definitions. Enacted in part 12-19-2023.
- TA 23-01 (2) Multifamily. Enacted in part 4-2-2024.
- TA 23-01 (3) Temporary Shelters. Moved to Study Agenda 2-20-2024.
- TA 23-01 (4) Congregate Living. Moved to Study Agenda 2-20-2024.
- TA 23-01 (5) Errata and Addenda of Separate Ordinances. Moved to Study Agenda 2-20-2024

These matters will be moved up when completed.