

# **CITY COUNCIL SPECIAL CALLED MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**SEPTEMBER 10, 2024**

Be it remembered that a special called meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, September 10, 2024, at 4:00 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 President Nettie Davis called the meeting to order at 4:00 p.m.

The Invocation was led by Council Member Travis Beard and the Pledge of Allegiance was led by Mayor Todd Jordan.

### **IN THE MATTER OF THE TAX ROLL FOR THE 2024 TAX YEAR**

Council Member Bryan moved, seconded by Council Member Beard, to accept the tax roll for the 2024 tax year. The vote was unanimous in favor. APPENDIX A

### **IN THE MATTER OF RESOLUTION FOR THE LEVYING OF AD VALOREM TAXES FOR THE CITY OF TUPELO AND THE TUPELO MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE TAX YEAR 2024 AND THE CURRENT FY 2024-2025**

Council Member Beard moved, seconded by Council Member Gaston, to adopt the resolution for the levying of ad valorem taxes for the City of Tupelo and the Tupelo Municipal Separate School District for the tax year 2024 and the current FY 2024-2025. The vote was unanimous in favor. APPENDIX B.

### **IN THE MATTER OF 2025 ADOPTED BUDGET**

Council Member Bryan moved, seconded by Council Member Beard, to adopt the City of Tupelo, Mississippi budget for the fiscal year ending September 30, 2025, under the provision of Section 21-35-1 et. seq. of Mississippi Code of 1972 Annotated. The vote to approve the budget was unanimous in favor. The budget for the City of Tupelo, Mississippi, ending on September 30, 2025 is attached to these minutes as APPENDIX C

### **IN THE MATTER OF THE FIRE & POLICE RETIREMENT 2024**

Council Member Bryan moved, seconded by Council Member Beard, to approve the "Resolution of the City Council of the City of Tupelo, Mississippi, Authorizing and Directing There Be a Two Percent (2%) Increase in the Benefits for All Members and Beneficiaries Receiving Retired Relief or Disability Relief Benefits from the Firemen's and Policemen's Disability and Relief Fund", giving those members a 2% increase. The vote was unanimous in favor. APPENDIX D

**IN THE MATTER OF BILL PAY**

The bills were reviewed by Council Members Beard and Gaston. Council Member Beard moved, seconded by Council Member Gaston, to approve the payment of the checks, bills and claims. The vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF APPROVAL FOR MAYOR TO SIGN RESOLUTION FOR MS OUTDOOR STEWARDSHIP TRUST FUND GRANT AUTHORIZING THE APPLICATION AND COMMITTING ALL FUNDS TO COMPLETE THE BALLARD PARK WALKING TRACK IMPROVEMENTS**

Council Member Beard moved, seconded by Council Member Bryan, to approve a resolution authorizing the application and committing of all funds to complete the Ballard Park walking track improvements. The vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF RESOLUTION FOR APPLICATION OF GRANT(S) FOR GREENWAY PROJECT**

Council Member moved, seconded by Council Member Bryan, to delete this item from the agenda. The vote was unanimous in favor.

**IN THE MATTER OF BID # 2024-048PW - 12 MONTH MATERIALS SUPPLY**

The City advertised and accepted bids for Bid # 2024-048PW – 12 Month Materials Supply. Council Member Palmer moved, seconded by Council Member Jones, to award the lowest and best bids, as indicated, as well as the alternates. The vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF CONTRACT APPROVAL BID NO. 2024-005PW W. BRISTOW STREET IMPROVEMENT PROJECT**

Council Member Beard moved, seconded by Council Member Palmer, to approve the contract with Hodges Construction, Inc. for bid 2024-005PW – W. Bristow Street Improvement Project in the amount of \$1,184,564.88. This bid was awarded on August 20, 2024. The vote was unanimous in favor. APPENDIX H

**ADJOURNMENT**

Council Member Palmer moved, seconded by Council Member Gaston, to adjourn the meeting at 4:28 p.m. This the 10<sup>th</sup> day of September, 2024.

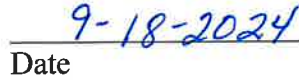
  
\_\_\_\_\_  
Nettie Davis, Council President

ATTEST:

  
\_\_\_\_\_  
Missy Shelton, Council Clerk

APPROVED

  
\_\_\_\_\_  
Todd Jordan, Mayor

  
\_\_\_\_\_  
Date

<b>Tupelo Schools</b>			5-Aug-24
<b>Assessed Value</b>	<b>Real Property</b>	<b>Personal Property</b>	
14-Aug-08	342,496,252	99,917,617	
17-Aug-09	348,160,742	99,632,008	
16-Aug-10	354,390,717	98,224,425	
15-Aug-11	358,393,262	98,210,041	
6-Aug-12	352,294,518	104,333,493	
15-Aug-13	354,283,493	102,472,067	
4-Aug-14	359,242,956	107,829,386	
17-Aug-15	358,582,245	108,978,566	
15-Aug-16	388,841,695	112,274,271	
7-Aug-17	385,846,555	113,336,358	
20-Aug-18	389,864,530	113,526,091	
19-Aug-19	394,511,294	118,642,115	
3-Aug-20	424,716,465	118,822,571	
6-Jul-21	425,250,862	118,789,315	
16-Aug-21	427,095,538	118,831,348	
5-Jul-22	432,544,157	130,118,688	
1-Aug-22	433,902,862	130,225,626	
3-Jul-23	445,247,381	145,164,905	
7-Aug-23	447,234,976	145,149,200	
1-Jul-24	533,988,886	141,218,679	
17-Jul-24	534,459,408	141,525,793	
5-Aug-24	537,298,037	141,535,745	
<b>Special HS</b>	<b>41,028,333</b>	<b>N/A</b>	
<b>Increased Value</b>	<b>90,063,061</b>	<b>Decreased</b>	<b>3,613,455</b>
<b>New Value</b>	<b>10,589,506</b>		<b>11,566,244</b>
			<b>Overall Increase</b>
			<b>86,449,606</b>

CITY OF TUPELO  
PERSONAL PROPERTY ROLLS  
BY NAME  
TAX LEVY 96.57  
FOR TAX YEAR 2024

64.1 32.47

PARCEL	BCSL	NAME	INVENTORY VALUE	ASSESSED VALUE	SCHOOL AD VAL 0.15 TAXES	CITY EXEMPT AD VAL TAXES	EXPIRATION DATE	YEARS AVAIL	AD VALOREM TAXES	LEE & CITY A/V EXEMPT
P012653		4739 BMW WAREHOUSE OF N	\$ -	\$ 5,068.00	\$ -	\$ 324.86	12/31/2024	1	\$ -	LEE & CITY A/V EXEMPT
P012868		4739 COOPER TIRE & RUBB	\$ -	\$ 1,341,189.00	\$ -	\$ 85,970.21	12/31/2024	1	\$ 85,970.21	LEE & CITY A/V EXEMPT
P013132		3739 FOAMCRAFT	\$ -	\$ 2,117.00	\$ -	\$ 1,353.60	12/31/2025	2	\$ -	LEE & CITY A/V EXEMPT
P013364		3739 FOAMCRAFT	\$ -	\$ 56,477.00	\$ -	\$ 3,620.18	12/31/2026	3	\$ -	LEE & CITY A/V EXEMPT
P014243		1739 GIBSON CORRUGATED	\$ -	\$ 185,710.00	\$ -	\$ 11,904.01	12/31/2029	5	\$ -	LEE & CITY A/V EXEMPT
P013130		1709 HAWKEYE INDUSTRIES	\$ -	\$ 162,596.00	\$ -	\$ 10,422.40	12/31/2025	2	\$ -	LEE & CITY A/V EXEMPT
P013673		1709 HAWKEYE INDUSTRIES	\$ -	\$ 132,954.00	\$ -	\$ 8,522.35	12/31/2028	4	\$ -	LEE & CITY A/V EXEMPT
P013963		1709 HAWKEYE INDUSTRIES	\$ -	\$ 297,050.00	\$ -	\$ 19,040.91	12/31/2028	4	\$ -	LEE & CITY A/V EXEMPT
P015637		1709 HAWKEYE INDUSTRIES	\$ -	\$ 165,062.00	\$ -	\$ 10,580.47	12/31/2033	10	\$ -	LEE & CITY A/V EXEMPT
P013389		5739 INNOCOR FOAM TECHN	\$ -	\$ 259,224.00	\$ -	\$ 16,616.26	12/31/2026	3	\$ -	LEE & CITY A/V EXEMPT
P013137		3739 L&P COMPONENTS CO	\$ -	\$ 53,085.00	\$ -	\$ 3,402.75	12/31/2026	3	\$ -	LEE & CITY A/V EXEMPT
P013138		3739 L&P COMPONENTS CO	\$ -	\$ 22,949.00	\$ -	\$ 1,471.03	12/31/2026	3	\$ -	LEE & CITY A/V EXEMPT
P013390		3739 L&P COMPONENTS CO	\$ -	\$ 9,164.00	\$ -	\$ 587.41	12/31/2026	3	\$ -	LEE & CITY A/V EXEMPT
P013678		3739 L&P COMPONENTS CO	\$ -	\$ 40,804.00	\$ -	\$ 2,615.54	12/31/2028	4	\$ -	LEE & CITY A/V EXEMPT
P013953		3739 L&P COMPONENTS CO	\$ -	\$ 4,821.00	\$ -	\$ 309.03	12/31/2028	4	\$ -	LEE & CITY A/V EXEMPT
P014247		3739 L&P COMPONENTS CO	\$ -	\$ 32,587.00	\$ -	\$ 2,088.83	12/31/2029	5	\$ -	LEE & CITY A/V EXEMPT
P014760		3739 L&P COMPONENTS CO	\$ -	\$ 31,791.00	\$ -	\$ 2,037.80	12/31/2033	10	\$ -	LEE & CITY A/V EXEMPT
P012866		4739 SUPERSAGLESS	\$ -	\$ 69,669.00	\$ -	\$ 4,465.78	12/31/2024	1	\$ -	LEE & CITY A/V EXEMPT
P013134		4739 SUPERSAGLESS	\$ -	\$ 46,593.00	\$ -	\$ 2,986.61	12/31/2026	2	\$ -	LEE & CITY A/V EXEMPT
P013392		4739 SUPERSAGLESS	\$ -	\$ 160,607.00	\$ -	\$ 10,294.91	12/31/2026	2	\$ -	LEE & CITY A/V EXEMPT
P013679		4739 SUPERSAGLESS	\$ -	\$ 542,428.00	\$ -	\$ 34,769.63	12/31/2028	4	\$ -	LEE & CITY A/V EXEMPT
P013956		4739 SUPERSAGLESS	\$ -	\$ 88,128.00	\$ -	\$ 5,649.00	12/31/2028	4	\$ -	LEE & CITY A/V EXEMPT
P014246		4739 SUPERSAGLESS	\$ -	\$ 31,473.00	\$ -	\$ 2,017.42	12/31/2029	5	\$ -	LEE & CITY A/V EXEMPT
P012863		4739 PRECISION MACHINE	\$ -	\$ 170,369.00	\$ -	\$ 10,920.65	12/31/2024	1	\$ -	LEE & CITY A/V EXEMPT
P014565		4739 L&P COMPONENTS CO 341	\$ -	\$ 6,372.00	\$ -	\$ 408.45	12/31/2030	6	\$ -	LEE & CITY A/V EXEMPT
P015148		4739 L&P COMPONENTS CO 341	\$ -	\$ 23,825.00	\$ -	\$ 1,527.18	12/31/2032	8	\$ -	LEE & CITY A/V EXEMPT
P015151		4739 SUPERSAGLESS 4201	\$ -	\$ 40,077.00	\$ -	\$ 3,301.30	12/31/2032	8	\$ -	LEE & CITY A/V EXEMPT
P014566		4739 SUPERSAGLESS 4201	\$ -	\$ 95,499.00	\$ -	\$ 6,121.49	12/31/2030	6	\$ -	LEE & CITY A/V EXEMPT
P014764		4739 SUPERSAGLESS 4201	\$ -	\$ 128,932.00	\$ -	\$ 8,264.54	12/31/2033	10	\$ -	LEE & CITY A/V EXEMPT
P015638		1739 SMC RECYCLING County Exemption No record of request for City Exemption	\$ -	\$ 98,474.00	\$ -	\$ 6,312.18	12/31/2033	10	\$ -	LEE COUNTY ONLY
P015639		1739 SMC RECYCLING County Exemption No record of request for City Exemption	\$ -	\$ 1,429,528.00	\$ -	\$ 91,632.74	12/31/2033	10	\$ -	LEE COUNTY ONLY
P014633		1739 CONFORTAIRE County Exemption No record of request for City Exemption	\$ -	\$ 102,120.00	\$ -	\$ 6,545.89	12/31/2033	10	\$ -	LEE COUNTY ONLY
P014834		1709 HAWKEYE INDUSTRIES County Exemption No Record of request for City Exemption	\$ -	\$ 194,799.00	\$ -	\$ 12,486.62	12/31/2033	10	\$ -	LEE COUNTY ONLY
P014243		5739 GIBSON CORRUGATED No record of request for City Exemption	\$ -	\$ 544,101.00	\$ -	\$ 34,876.87	12/31/2033	10	\$ -	LEE COUNTY ONLY
			\$ -	\$ 2,369,022.00	\$ -	\$ 176,666.96			\$ -	LEE COUNTY ONLY
			\$ -	\$ 4,225,620.00	\$ -	\$ 348,766.87			\$ -	LEE & CITY A/V EXEMPT
			\$ -	\$ 6,594,642.00	\$ -	\$ 425,433.83			\$ -	TOTAL CITY/COUNTY EXEMPT

CITY OF TUPELO  
 REAL PROPERTY  
 TAX LEVY 96.57 MILLS  
 TAX YEAR 2024  
 SCHOOL AND CITY EXEMPTION

64.1 32.47

PARCEL#	PPIN	NAME	ASSESSED VALUE	SCHOOL AD VAL TAX	CITY AD VAL TAX	EXPIRATION DATE	YEARS AVAIL	BCSL	TOTAL TAXES DUE	TYPE I	TYPE II
078V3400901	53400	AE WESTPARK LLC	\$ 14,880.00	\$ 953.81	\$ 483.15	12/31/2028	4	3739	\$ 953.81		SCHOOL
078V3400901	24027	AE WESTPARK LLC	\$ 202,317.00	\$ 12,968.52	\$ 6,569.23	12/31/2027	3	3739	\$ 12,968.52		SCHOOL
113K0700300	26503	IRE PROPERTIES L	\$ 108,930.00	\$ 6,982.41	\$ 3,536.96	12/31/2024	1	4739	\$ 6,982.41		SCHOOL
078V3401700	17325	ISR LLC DBA: FOAMCRAFT	\$ 251,148.00	\$ 16,098.59	\$ 8,154.78	12/31/2024	1	3739	\$ 16,098.59		SCHOOL
08752603505		HAWKINS PROPERTY	\$ 58,710.00	\$ 3,763.31	\$ 1,906.31	12/31/2028	4	3739	\$ 3,763.31		SCHOOL
088T2904299		DANIEL TUPELO LLC	\$ 283,730.00	\$ 18,187.09	\$ 9,212.71	12/31/2033	9	3739	\$ 18,187.09		SCHOOL
07200900702		PHOENIX BELDEN MS	\$ 1,782,730.00	\$ 114,272.99	\$ 57,885.24	12/31/2024	1	3739	\$ 114,272.99		SCHOOL
0755-16-052-08		FNLI PAPER LLC	\$ 738,843.00	\$ 47,359.84	\$ 23,990.23	12/31/2031	7	3739	\$ 47,359.84		SCHOOL
07551605203		FNLI PAPER LLC	\$ 21,000.00	\$ 1,346.10	\$ 681.87	12/31/2031	7	3739	\$ 1,346.10		SCHOOL
113B0603400		THRELDKELD ENTERPRISES	\$ 622,484.00	\$ 39,901.22	\$ 20,212.06	12/31/2031	7	3739	\$ 39,901.22		SCHOOL
113B0603599		THRELDKELD ENTERPRISES	\$ 1,171,436.00	\$ 75,089.05	\$ 38,036.53	12/31/2033	9	3739	\$ 75,089.05		SCHOOL
088V34-0367H		GIBSON CORRUGATED	\$ 34,989.00	\$ 2,242.79	\$ 1,136.09	12/31/2033	9	3739	\$ 2,242.79		SCHOOL
088V340363H		GIBSON CORRUGATED	\$ 250,377.00	\$ 16,049.17	\$ 8,129.74	12/31/2033	9	3739	\$ 16,049.17		SCHOOL
		TOTALS	\$ 5,541,574.00	\$ 339,165.73	\$ 171,805.17				\$ 339,165.73		

\$ 577,275.00 CITY A/V EXEMPT ONLY  
 \$ 4,964,299.00 LEE & CITY A/V EXEMPT  
 \$ 5,541,574.00 TOTAL CITY/COUNTY EXMPT

<b>Tupelo, Inc.</b>			5-Aug-24
Assessed Value	Real Property	Personal Property	
14-Aug-08	314,193,402	98,697,319	
17-Aug-09	318,589,097	98,308,007	
16-Aug-10	324,185,603	97,019,342	
15-Aug-11	327,815,868	97,083,803	
6-Aug-12	322,299,460	103,235,638	
15-Aug-13	342,806,141	103,043,160	
4-Aug-14	348,678,742	108,541,317	
17-Aug-15	347,939,941	109,786,856	
15-Aug-16	376,933,334	113,106,167	
7-Aug-17	373,306,250	113,476,902	
20-Aug-18	376,906,778	113,527,445	
19-Aug-19	381,241,620	119,109,748	
3-Aug-20	410,487,833	119,344,040	
6-Jul-21	411,003,239	119,321,676	
16-Aug-21	412,840,687	119,363,761	
5-Jul-22	417,872,765	130,947,910	
1-Aug-22	419,231,470	131,054,848	
3-Jul-23	430,298,050	145,952,946	
7-Aug-23	432,198,243	145,937,241	
1-Jul-24	516,558,984	142,113,996	
17-Jul-24	517,026,610	142,464,144	
5-Aug-24	519,875,372	142,474,096	
<b>State &amp; School</b>	<b>5,541,574</b>	<b>6,594,642</b>	
City & School	<b>858,952</b>	<b>N/A</b>	
<b>Special HS</b>	<b>37,576,828</b>	<b>N/A</b>	
<b>Cooper Tire Lieu</b>		<b>9,867,648</b>	
<b>Increased Value</b>	<b>87,677,129</b>	<b>decrease 3,463,145</b>	
<b>New Value</b>	<b>10,176,883</b>	<b>11,720,215</b>	
			<b>Overall Increase 84,213,984</b>





**City of Tupelo  
Resolution for Tax Levy for 2024  
Legal Notice**

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In the Matter of Tax Levy for the levying of the Ad Valorem Taxes for the City of Tupelo and the Tupelo Municipal Separate School District for the Tax Year 2024 and the current Fiscal Year 2024 - 2025.

Be it remembered that there came on this day for hearing, consideration and determination by the Mayor and the City Council of the City of Tupelo, Mississippi, the matter of levying Ad Valorem Taxes for said City of Tupelo and the Tupelo Municipal Separate School District for the Fiscal Year 2024-2025 as required by Section 21-33-45, Mississippi Code Annotated (1972), as amended; and said Mayor and Council having carefully considered and determined that the tax rate of levies afterward fixed herein are necessary to produce the revenue required to meet the expenses for said Municipality and said Separate School District for the Fiscal Year 2024-2025.

**It is, therefore, by said Mayor and City Council RESOLVED AND ORDERED:**

1. That Ad Valorem Rates or Levies expressed in mills or a decimal fraction of a mill, shall be and the same are hereby imposed, assessed and levied and shall be collected for the year 2024 and the Fiscal Year 2024-2025 upon each dollar of assessed value of all real and personal property, except upon the exempted assessed value of homes to the extent exempted by the Homestead Exemption Laws of the State of Mississippi, within the City of Tupelo, Mississippi, Lee County, as follows:

**MUNICIPAL BOND AND INTEREST FUND:**

On each dollar (1.00) valuation, as authorized by Section 21-33-87 of the Mississippi Code Annotated (1972), as amended, 7.05 Mills.

**FIREMEN AND POLICEMEN RETIREMENT FUND:**

On each dollar (1.00) valuation, as authorized by Section 21-29-117 of the Mississippi Code Annotated (1972), as amended, 1.61 Mills.

**GENERAL FUND**

On each dollar (1.00) valuation, as authorized by Section 27-39-307 of the Mississippi Code Annotated (1972), as amended, for general revenue and general improvements 12.96 Mills.

**LIBRARY FUND**

On each dollar (1.00) valuation, as authorized by Section 39-3-7 of the Mississippi Code Annotated (1972), as amended, for support and maintenance of the local public library .85 Mills.

**SPECIAL LEVY - STREET IMPROVEMENTS**

On each dollar (1.00) valuation, as authorized by Section 27-39-321 of the Mississippi Code Annotated (1972), as amended, for constructing, improving or paving streets, sidewalks, driveways parkways, walkways, or public parking facilities and purchasing land therefor, 10.00 Mills

**TOTAL MUNICIPAL LEVY: 32.47 Mills**

**Tax Levy for 2024 - Continued**

2. That Ad Valorem Rates or Levies expressed in mills or a decimal fraction of a mill, shall be and the same are hereby imposed, assessed and levied and shall be collected for the year 2024 and the Fiscal Year 2024-2025 upon each dollar of assessed value of all real and personal property, except upon the exempted assessed value of homes to the extent exempted by the Homestead Exemption Laws of the State of Mississippi, within the Tupelo Municipal Separate School District, being all real and personal property in the said School District as the same is extended beyond the corporate limits of said City as follows:

**SCHOOL MAINTENANCE FUND**

On each dollar (1.00) valuation for the maintenance of the Schools of said School District as authorized by Section 27-39-315 of the Mississippi Code Annotated (1972), as amended, 54.73 Mills.

**SCHOOL BOND AND INTEREST FUND**

On each dollar (1.00) valuation for the purpose of paying bonds and interest of the School District, as authorized by Section 27-39-315 of the Mississippi Code Annotated (1972), as amended, 6.07 Mills

**SHORT TERM DEBT:**

On each dollar (1.00) valuation for the purpose of paying a short-term debt as authorized by Section 37-59-105 of the Mississippi Code Annotated (1972), as amended, secured in the manner set forth in Section 27-39-333, 2.99 Mills.

**TOTAL SCHOOL LEVY: 63.79 Mills**

3. That is now recited as the expressed intention of said Mayor and City Council that all taxable property within the City of Tupelo, Mississippi and all taxable property within the Tupelo Municipal Separate School District (except that exempted by law) shall be and it is hereby taxed, in accordance with the particular separate levies against the assessed valuation thereof as heretofore imposed, assessed and levied by this Resolution at the total rate or levy following:
- A. On each dollar (1.00) valuation on all real and personal property within the City of Tupelo, Mississippi for all Municipal Purposes, 32.47 Mills, and for all School Purposes, 63.79 Mills.
  - B. On each dollar (1.00) valuation on all real and personal property in the Tupelo Municipal Separate School District as extended into adjacent, annexed territory beyond the corporate limits of the City of Tupelo for all School purposes, 63.79 Mills.

**Tax Levy for 2024 - Continued**

- 4. That the City Clerk by and hereby is authorized, ordered and directed as required by House Bill No. 72, Regular Legislative Session 1950 of the Legislature of the State of Mississippi, to:
  - A. Deliver a copy of this resolution to the State Department of Revenue.
  - B. Have this Resolution printed after the adoption hereof, so that he may furnish a copy thereof to any taxpayer upon request.
  - C. Publish the entire text of this Resolution in an newspaper published within said City, after the Adoption hereof. Unanimously adopted by the Mayor and City Council of the City of Tupelo, Mississippi at a public meeting of said Mayor and City Council, this the 10th day of September, 2024.

After dicussion and review of the 2024 Tax Levy, Council Member Beard moved that the forefoing Resolution be adopted and said motion was seconded by Council Member Gaston and upon the question being put to a vote, the results were as follows:

- Council Member Mims Aye
- Council Member Bryan Aye
- Council Member Beard Aye
- Council Member Davis Aye
- Council Member Palmer Aye
- Council Member Gaston Aye
- Council Member Jones Aye

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

CITY OF TUPELO, MISSISSIPPI

By: Nettie Davis  
Nettie Davis, President

ATTEST:

Missy Shelton  
Missy Shelton, Clerk of the Council

APPROVED: Todd Jordan  
Todd Jordan, Mayor

ATTEST:

Kim Hanna  
Kim Hanna, City Clerk

**CITY OF TUPELO, MISSISSIPPI BUDGET  
FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025**

Under the provisions of Section 21-35-5 of Mississippi Code of 1982 Annotated, it is hereby ordered by the Mayor and the City Council of the City of Tupelo, Mississippi that the following Budget for the City of Tupelo, Mississippi ending September 30, 2025, be hereby fixed, adopted and approved, to wit:

	<b>FY 2024 Budget Amounts</b>	<b>FY 2025 Budget Amounts</b>
<b><u>General Fund Revenues</u></b>		
Local Taxes	8,718,760	9,745,838
Licenses & Permits	1,125,000	1,585,000
Intergovernmental Revenues:		
Federal Grants	100,000	100,000
State Grants	303,174	330,000
State Shared Revenues	30,684,964	31,030,000
In Lieu of Taxes	3,550,000	3,550,000
District Road Tax	1,435,000	1,555,000
Local Grants	306,000	443,333
Charges for Services	698,000	756,000
Fines & Forfeits	577,000	462,000
Interest Income & Misc Revenues	983,428	1,484,260
Other Financing Resources	224,209	89,500
Unreserved Fund Balance	0	0
<b>Total General Fund Revenues</b>	<b><u>48,705,535</u></b>	<b><u>51,130,931</u></b>
<b><u>General Fund Expenditures</u></b>		
<b><u>City Council</u></b>		
Personnel Cost	307,461	322,341
Supplies	6,000	6,000
Other Services	196,250	354,100
Capital Expenditures	0	3,600
<b>Total City Council</b>	<b><u>509,711</u></b>	<b><u>686,041</u></b>
<b><u>Executive Department</u></b>		
Personnel Cost	1,128,882	1,097,816
Supplies	23,500	23,500
Other Services	289,850	289,850
Capital Expenditures	0	0
<b>Total Executive Department</b>	<b><u>1,442,232</u></b>	<b><u>1,411,166</u></b>
<b><u>City Court</u></b>		
Personnel Cost	977,461	1,003,787
Supplies	32,300	32,300
Other Services	107,342	115,248
Capital Expenditures	0	0
<b>Total City Court</b>	<b><u>1,117,103</u></b>	<b><u>1,151,335</u></b>

General Fund Expenditures - Continued	FY 2024 Budget Amounts	FY 2025 Budget Amounts
<b><u>Finance</u></b>		
Personnel Cost	872,613	897,854
Supplies	31,600	33,100
Other Services	624,325	672,966
Capital Expenditures	326,400	469,500
<b>Total Finance</b>	<b>1,854,938</b>	<b>2,073,420</b>
<b><u>Human Resources</u></b>		
Personnel Cost	342,060	355,123
Supplies	4,100	4,100
Other Services	131,400	136,875
Capital Expenditures	0	0
<b>Total Human Resources</b>	<b>477,560</b>	<b>496,098</b>
<b><u>Development Services</u></b>		
Personnel Cost	1,479,927	1,412,615
Supplies	47,000	48,000
Other Services	230,500	313,300
Capital Expenditures	0	0
<b>Total Development Services Dept</b>	<b>1,757,427</b>	<b>1,773,915</b>
<b><u>Police Department</u></b>		
Personnel Cost	9,808,674	10,170,958
Supplies	783,486	783,486
Other Services	2,335,455	2,633,384
Capital Expenditures	253,500	253,500
<b>Total Police Department</b>	<b>13,181,115</b>	<b>13,841,328</b>
<b><u>Fire Department</u></b>		
Personnel Cost	7,073,594	7,254,225
Supplies	410,474	446,474
Other Services	340,100	367,700
Capital Expenditures	10,000	10,000
<b>Total Department</b>	<b>7,834,168</b>	<b>8,078,399</b>

General Fund Expenditures - Continued	FY 2024 Budget Amounts	FY 2025 Budget Amounts
<b><u>Public Works Department</u></b>		
Personnel Cost	3,192,442	3,305,428
Supplies	406,100	419,100
Other Services	2,325,890	2,394,758
Capital Expenditures	17,000	17,000
<b>Total Department</b>	<b>5,941,432</b>	<b>6,136,286</b>
<b><u>Park &amp; Recreation</u></b>		
Personnel Cost	2,323,289	2,435,973
Supplies	452,000	459,000
Other Services	1,159,533	1,289,600
Capital Expenditures	20,000	15,000
<b>Total Park &amp; Recreation</b>	<b>3,954,822</b>	<b>4,199,573</b>
<b><u>Aquatics Facility</u></b>		
Personnel Cost	480,474	493,783
Supplies	103,500	117,500
Other Services	510,000	530,000
Capital Expenditures	10,000	10,000
<b>Total Aquatics Facility</b>	<b>1,103,974</b>	<b>1,151,283</b>
<b><u>Museum</u></b>		
Personnel Cost	145,944	140,031
Supplies	9,000	8,000
Other Services	37,600	36,900
Capital Expenditures	4,000	4,000
<b>Total Museum</b>	<b>196,544</b>	<b>188,931</b>
<b>Community Services</b>	<b>1,065,600</b>	<b>1,132,825</b>
<b>Debt Service</b>	<b>325,480</b>	<b>485,257</b>
<b>Other Financing Uses</b>	<b>7,887,929</b>	<b>8,320,658</b>
<b>Reserves</b>	<b>55,500</b>	<b>4,416</b>
<b>Total General Fund Expenditures</b>	<b>48,705,535</b>	<b>51,130,931</b>

<b>Special Revenue Funds</b>	<b>FY 2024 Budget Amounts</b>	<b>FY 2025 Budget Amounts</b>
<b>Fund #101</b>		
<b>Library Fund</b>		
<b>Revenues</b>		
Advalorem Taxes	416,740	568,753
Interest Income	-	-
Unreserved Fund Balance	122,164	14,151
<b>Total Revenues</b>	<b>538,904</b>	<b>582,904</b>
<b>Expenditures</b>		
Other Services & Charges	538,904	582,904
<b>Total Expenditures</b>	<b>538,904</b>	<b>582,904</b>
<b>Fund #102</b>		
<b>Convention &amp; Visitors Bureau</b>		
<b>Revenues</b>		
Intergovernmental Revenues	5,941,848	6,162,435
Federal Grants	0	0
Interest Income	60,000	300,000
Unreserved Fund Balance	0	0
<b>Total Revenues</b>	<b>6,001,848</b>	<b>6,462,435</b>
<b>Expenditures</b>		
Personnel Services	952,974	973,381
Supplies	19,500	20,500
Other Services & Charges	3,614,252	4,161,054
Capital Outlay	62,500	7,500
Other Financing Uses	1,352,622	1,300,000
Reserve for Contingency	0	0
<b>Total Expenditures</b>	<b>6,001,848</b>	<b>6,462,435</b>
<b>Fund #103</b>		
<b>Firemen and Policemen Retirement Fund</b>		
<b>Revenues</b>		
Ad Valorem Taxes	958,503	1,077,284
Interest Income	0	0
Fund Balance	41,497	22,716
<b>Total Revenues</b>	<b>1,000,000</b>	<b>1,100,000</b>
<b>Expenditures</b>		
Personnel Services	1,000,000	1,100,000
<b>Total Expenditures</b>	<b>1,000,000</b>	<b>1,100,000</b>

## Special Revenue Funds - Continued

	FY 2024 Budget Amounts	FY 2025 Budget Amounts
<b>Fund #104</b>		
<b>Rental Rehabilitation Fund</b>		
<b>Revenues</b>		
Federal Grants	0	0
Interest Income	0	0
Unreserved Fund Balance	12,883	12,883
	<b>12,883</b>	<b>12,883</b>
<b>Total Revenues</b>	<b>12,883</b>	<b>12,883</b>
<b>Expenditures</b>		
Other Services & Charges	12,883	12,883
Other Financing Uses	0	0
	<b>12,883</b>	<b>12,883</b>
<b>Total Expenditures</b>	<b>12,883</b>	<b>12,883</b>
<b>Fund #105</b>		
<b>Coliseum Project Fund</b>		
<b>Revenues</b>		
Other Financing Sources	2,215,120	2,215,120
Interest Income	0	0
Fund Balance	2,323	0
	<b>2,217,443</b>	<b>2,215,120</b>
<b>Total Revenues</b>	<b>2,217,443</b>	<b>2,215,120</b>
<b>Expenditures</b>		
Capital Outlay	0	0
Other Financing Uses	2,217,443	2,215,120
Fund Balance	0	0
	<b>2,217,443</b>	<b>2,215,120</b>
<b>Total Expenditures</b>	<b>2,217,443</b>	<b>2,215,120</b>



## Special Revenue Funds - Continued

	FY 2024 Budget Amounts	FY 2025 Budget Amounts
<b>Fund #109</b>		
<b>Coliseum Operating Fund</b>		
<b>Revenues</b>		
Charges For Services	4,562,000	4,563,000
Interest & Misc. Revenue	10,000	15,000
Other Financing Sources	1,025,830	1,025,830
Unreserved Fund Balance	0	0
<b>Total Revenues</b>	<b>5,597,830</b>	<b>5,603,830</b>
<b>Expenditures</b>		
Personnel Services	1,617,080	1,259,000
Supplies	508,000	462,500
Other Services & Charges	2,822,750	3,232,330
Capital Outlay	650,000	650,000
<b>Total Expenditures</b>	<b>5,597,830</b>	<b>5,603,830</b>
<b>Fund #106</b>		
<b>North MS Narcotic Unit</b>		
<b>Revenues</b>		
Grants	10,000	10,000
Interest/Miscellaneous	74,500	85,000
Forfeited Funds	125,000	40,000
Other Financing Sources	0	0
Fund Balance	421,860	200,000
<b>Total Revenues</b>	<b>631,360</b>	<b>335,000</b>
<b>Expenditures</b>		
Personnel Services	0	0
Supplies	69,773	51,000
Other Services & Charges	341,500	252,000
Capital Outlay	172,000	12,500
Other Financing Uses	48,087	19,500
<b>Total Expenditures</b>	<b>631,360</b>	<b>335,000</b>

Debt Service Funds	FY 2024 Budget Amounts	FY 2025 Budget Amounts
<b>Fund #200</b>		
<b><u>Municipal Bond and Interest Fund</u></b>		
<b>Revenues</b>		
Ad Valorem Taxes	4,197,172	4,687,612
Interest & Misc Receivables	0	100,000
Other Financing Sources	0	0
Unreserved Fund Balance	0	80,993
<b>Total Revenues</b>	<b><u>4,197,172</u></b>	<b><u>4,868,605</u></b>
<b>Expenditures</b>		
Principal Payment	2,590,000	3,065,000
Interest Payment	1,582,172	1,773,605
Refunding Expense	0	0
Agent Fees	25,000	30,000
<b>Total Expenditures</b>	<b><u>4,197,172</u></b>	<b><u>4,868,605</u></b>
<b>Fund #201</b>		
<b><u>Water G.O. Bonds Fund</u></b>		
<b>Revenues</b>		
Intergovernmental Revenues	4,600,000	4,800,000
Interest	0	0
Transfer from NEMRWSD	325,182	316,881
Unreserved Fund Balance	325,181	316,882
<b>Total Revenues</b>	<b><u>5,250,363</u></b>	<b><u>5,433,763</u></b>
<b>Expenditures</b>		
Principal Payment	415,000	415,000
Interest Payment	220,363	203,763
Agent Fees	15,000	15,000
Transfer to NEMRWSD	4,600,000	4,800,000
<b>Total Expenditures</b>	<b><u>5,250,363</u></b>	<b><u>5,433,763</u></b>

Debt Service Funds - Continued	FY 2024 Budget Amounts	FY 2025 Budget Amounts
<b>Fund #224</b>		
<b>Tax Increment Debt Service</b>		
<b>Revenues</b>		
Tax Increment Taxes	138,900	73,700
Interest Income	0	0
Transfer from Capital Project Fund	0	0
Fund Balance	0	2,300
<b>Total Revenues</b>	<b>138,900</b>	<b>76,000</b>
<b>Expenditures</b>		
Principal Payment	104,000	46,000
Interest Payment	29,900	25,000
Agent Fees	5,000	5,000
<b>Total Expenditures</b>	<b>138,900</b>	<b>76,000</b>
<b>Fund #226</b>		
<b>Special Obligation Bond Debt</b>		
<b>Revenues</b>		
Interest	0	0
Other Financing Sources	1,013,838	1,013,588
Unreserved Fund Balance	0	0
<b>Total Revenues</b>	<b>1,013,838</b>	<b>1,013,588</b>
<b>Expenditures</b>		
Sp Obligation-Principal	305,000	320,000
Special Oblig-Interest	688,838	673,588
Paying Agent Fees	20,000	20,000
<b>Total Expenditures</b>	<b>1,013,838</b>	<b>1,013,588</b>

<u>Capital Project Funds</u>	<u>FY 2024</u> <u>Budget Amounts</u>	<u>FY 2025</u> <u>Budget Amounts</u>
<b>Fund #327</b>		
<b><u>Tupelo Capital &amp; Infrastructure Fund</u></b>		
<b>Revenues</b>		
Grants	1,092,972	1,092,972
Transfer from Other Funds	8,410,725	8,077,550
Bond Proceeds	14,035,000	5,900,000
State Funds	500,000	4,600,000
Lease Proceeds	-	-
Miscellaneous Income	22,500	-
Unreserved Fund Balance	16,852,316	26,829,072
<b>Total Revenues</b>	<b><u>40,913,513</u></b>	<b><u>46,499,594</u></b>
<b>Expenditures</b>		
Other Services & Charges		
Neighborhood Revitalization	1,035,940	1,540,298
Neighborhood-Traffic Calming	173,376	218,434
Maintenance Projects	591,275	722,471
Street Overlay	8,424,698	8,409,309
Contingencies/Match	-	-
<b>Total Other Services &amp; Charges</b>	<b><u>10,225,289</u></b>	<b><u>10,890,512</u></b>
Capital		
Infrastructure Improvements	9,948,640	14,138,743
Property Purchase	61,918	11,364
Equipment	1,058,933	636,739
Building Improvements	8,264,849	10,156,544
Park Improvements	7,781,178	6,798,344
Vehicles	661,566	385,081
Police Vehicles & Equipment	630,000	1,148,592
Fire Equipment	2,281,140	2,333,675
<b>Total Capital</b>	<b><u>30,688,224</u></b>	<b><u>35,609,082</u></b>
<b>Bond Cost</b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>Total Expenditures</b>	<b><u>40,913,513</u></b>	<b><u>46,499,594</u></b>

<u>Capital Project Funds-Continued</u>	<b>FY 2024</b> <b>Budget Amounts</b>	<b>FY 2025</b> <b>Budget Amounts</b>
<b>Fund #316</b>		
<b>Capital Projects Fund</b>		
<b>Revenues</b>		
Grants	0	0
Unreserved Fund Balance	88,000	27,555
<b>Total Revenues</b>	<b>88,000</b>	<b>27,555</b>
<b>Expenditures</b>		
Police Dept-DPS Funds	0	0
Police Dept-Tobacco Funds	88,000	27,555
<b>Total Capital Expenditures</b>	<b>88,000</b>	<b>27,555</b>
<b>Fund #329</b>		
<b>ARPA Capital Project Fund</b>		
<b>Revenues</b>		
ARPA Funds	5,538,817	3,500,000
ARPA - State Match	5,115,728	3,500,000
Miscellaneous Revenue	0	0
Other Financing Sources	0	0
Unreserved Fund Balance	0	0
<b>Total Revenues</b>	<b>10,654,545</b>	<b>7,000,000</b>
<b>Expenditures</b>		
Capital Outlay	10,654,545	7,000,000
<b>Total Capital Expenditures</b>	<b>10,654,545</b>	<b>7,000,000</b>
<b>Fund #335</b>		
<b>Special Levy Street Improvement Phase VII</b>		
<b>Revenues</b>		
Ad Valorem Taxes	5,757,254	6,467,617
Homestead Exemption	196,181	223,591
Interest & Misc Receivables	0	0
Unreserved Fund Balance	5,651,811	4,000,000
<b>Total Revenues</b>	<b>11,605,246</b>	<b>10,691,208</b>
<b>Expenditures</b>		
Personnel Costs	117,635	124,079
Other Services & Charges-Maintenance	2,737,860	2,172,802
Capital Outlay	8,749,751	8,394,327
Other Financing Uses	0	0
<b>Total Expenditures</b>	<b>11,605,246</b>	<b>10,691,208</b>

<b>Capital Project Funds-Continued</b>	<b>FY 2024</b>	<b>FY 2025</b>
	<b><u>Budget Amounts</u></b>	<b><u>Budget Amounts</u></b>
<b>Fund #317</b>		
<b>Fairgrounds Construction Fund</b>		
<b>Revenues</b>		
Grants	0	0
Land Sales	150,000	0
Unreserved Fund Balance	685,495	700,000
<b>Total Revenues</b>	<b><u>835,495</u></b>	<b><u>700,000</u></b>
<b>Expenditures</b>		
Other Services & Charges	350,000	300,000
Capital Outlay	485,495	400,000
Other Financing Uses	0	0
<b>Total Expenditures</b>	<b><u>835,495</u></b>	<b><u>700,000</u></b>
<b>Internal Service Funds</b>		
<b>Fund #505</b>		
<b>Self-Insurance Fund</b>		
<b>Revenues</b>		
Transfers From Other Funds	0	0
Fund Balance	300,000	200,000
<b>Total Revenues</b>	<b><u>300,000</u></b>	<b><u>200,000</u></b>
<b>Expenditures</b>		
Other Services & Charges	300,000	200,000
<b>Total Expenditures</b>	<b><u>300,000</u></b>	<b><u>200,000</u></b>

Propriety Funds	FY 2024 Budget Amounts	FY 2025 Budget Amounts
<b>Fund #400</b>		
<b>Waterworks and Sewer System</b>		
<b>Revenues</b>		
SRF Loans	13,000,000	12,000,000
Charges For Services	15,000,000	15,000,000
Interest & Miscellaneous Income	200,000	200,000
Retained Earning-Beginning	3,500,000	3,000,000
<b>Total Revenues</b>	<b>31,700,000</b>	<b>30,200,000</b>
<b>Expenses</b>		
<b>Water &amp; Sewer Expenditures</b>		
Personnel Services	2,955,095	3,338,894
Supplies	626,800	626,800
Other Services & Charges	5,344,000	5,430,000
Capital	19,238,048	18,230,188
<b>Total Water &amp; Sewer Expenditures</b>	<b>28,163,943</b>	<b>27,625,882</b>
<b>Debt Service</b>	<b>833,027</b>	<b>746,935</b>
<b>Other Financing Uses</b>	<b>1,250,000</b>	<b>1,250,000</b>
<b>Fund Balance</b>	<b>1,453,030</b>	<b>577,183</b>
<b>Total Expenditures</b>	<b>31,700,000</b>	<b>30,200,000</b>

Proprietary Funds - Continued	FY 2024 Budget Amounts	FY 2025 Budget Amounts
<b>Fund #402</b>		
<b>Electric Fund</b>		
<b>Revenues</b>		
Charges For Services	61,750,000	63,220,000
Fines & Forfeits	150,000	150,000
Interest & Miscellaneous Income	1,200,000	1,200,000
Retained Earnings	8,000,000	5,000,000
<b>Total Revenues</b>	<b>71,100,000</b>	<b>69,570,000</b>
<b>Electric Expenditures</b>		
Personnel Services	4,519,495	4,629,256
Supplies	386,000	411,000
Other Services & Charges	54,736,300	54,623,300
Capital	10,115,754	7,970,314
Debt Service	210,750	194,000
<b>Total Operating Expenditures</b>	<b>69,968,299</b>	<b>67,827,870</b>
<b>Retained Earnings-Ending</b>	<b>1,131,701</b>	<b>1,742,130</b>
<b>Total Expenses</b>	<b>71,100,000</b>	<b>69,570,000</b>
<b>Fund #404</b>		
<b>Solid Waste Management Fund</b>		
<b>Revenues</b>		
Charges For Services	3,865,425	3,877,860
Interest Income	1,000	48,000
Franchise Fees	210,000	230,000
Fund Balance	876,843	525,268
<b>Total Revenues</b>	<b>4,953,268</b>	<b>4,681,128</b>
<b>Expenses</b>		
Personnel Services	428,146	461,844
Other Services & Charges	3,825,122	3,969,284
Capital	700,000	250,000
Debt Service	0	0
Other Financing Uses-Transfers	0	0
<b>Total Sanitation Fund</b>	<b>4,953,268</b>	<b>4,681,128</b>



A resolution to adopt the FY 2024-2025 City of Tupelo Budget was proposed in a Motion by Council Member Bryan, seconded by Council Member Beard, and after a Discussion was brought to a vote as follows:

Council Member Mims	<u>Aye</u>
Council Member Bryan	<u>Aye</u>
Council Member Beard	<u>Aye</u>
Council Member Davis	<u>Aye</u>
Council Member Palmer	<u>Aye</u>
Council Member Gaston	<u>Aye</u>
Council Member Jones	<u>Aye</u>

Having received a majority of affirmative votes, the President declared the Resolution had passed and was adopted as set for above.

SO RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF TUPELO ON THIS THE, 10<sup>th</sup> DAY OF SEPTEMBER, 2024.

CITY OF TUPELO  
BY: Mettie Davis  
President of the City Council

ATTEST:

Digant Shulten  
Clerk of the Council



APPROVED:  
Todd Gurd  
Mayor

ATTEST:

Terri Hanna  
City Clerk

**RESOLUTION**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI AUTHORIZING AND DIRECTING THERE BE A TWO PERCENT (2%) INCREASE IN THE BENEFITS FOR ALL MEMBERS AND BENEFICIARIES RECEIVING RETIRMENT RELIEF OR DISABILITY RELIEF BENEFITS FROM THE FIREMEN'S AND POLICEMEN'S DISABILITY AND RELIEF FUND FOR FISCAL YEAR 2023-2024.**

**WHEREAS**, the 1996 Regular Session of the Mississippi Legislature enacted Senate Bill No. 3138, local and private legislation (the "Act"); and

**WHEREAS**, the Act authorizes the City of Tupelo to provide a cost-of-living adjustment to members and beneficiaries under the Firemen's and Policemen's Disability and Relief Fund not to exceed five percent (5%) increase in benefits in any one (1) year, provided the Board of Trustees of the Public Employees' Retirement System determines the benefits will not affect detrimentally the actuarial soundness of the system; and

**WHEREAS**, on October 1, 1996, October 2, 2001, October 1, 2010, September 16, 2014, September 1, 2015, September 20, 2016, October 3, 2017, October 1, 2019, September 1, 2020, September 7, 2021, September 20, 2022, and September 19, 2023 the City of Tupelo found it in the best interest of the public welfare to authorize increases and benefits to be paid to the members and beneficiaries under the Firemen's and Policemen's Disability and Relief Fund; and

**WHEREAS**, the City of Tupelo finds that at this time it is in the best interest of the public welfare to authorize a two-percent (2%) increased benefit to be paid to the members and beneficiaries under the Firemen's and Policemen's Disability and Relief Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the governing authorities of the City of Tupelo the following:

1. The prefatory paragraphs of this Resolution are hereby found and determined to be necessary and in the best interest of the public health and welfare and are incorporated herein.
2. Senate Bill No. 3138 authorizes the City of Tupelo to elect to provide an increase in benefits but does not require it to do so.
3. The governing authorities of the City of Tupelo find and determine that the increase in benefits to the members and beneficiaries receiving retired relief and disability relief benefits from the Firemen's and Policemen's Disability and Relief Fund created under Article 3, Chapter 29, Title 21, Mississippi Code of 1972 (the "Fund"), will not affect detrimentally the actuarial soundness of the system, nor will it require an increase in the milage rate paid by the citizens of the City of Tupelo, and is in the best interest of the public welfare.
4. The City of Tupelo hereby finds that, as of October 1, 2024, there shall be an implementation of a two-percent (2%) increase benefit to all members and beneficiaries receiving retired relief or disability relief benefits from the Fund, which shall be effective as of October 1, 2024.
5. This Resolution shall be forwarded to the Board of Trustees of the Public Employees' Retirement System in Mississippi, and the Mayor and the City Clerk are authorized and directed to take such further measures and to execute such other documents as are necessary to affect the purpose and intent of this resolution.

This Resolution having first been reduced to writing, and after a full discussion of this matter, and with there being no request that this Resolution be read aloud, Council Member Bryan moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Beard, and upon the question being put to a vote, the results were as follows:

Councilmember Mims	<u>Aye</u>
Councilmember Bryan	<u>Aye</u>
Councilmember Beard	<u>Aye</u>
Councilmember Davis	<u>Aye</u>
Councilmember Palmer	<u>Aye</u>
Councilmember Gaston	<u>Aye</u>
Councilmember Jones	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present; the President declared the motion carried and the resolution adopted this the 10th day of September, 2024.

CITY OF TUPELO, MISSISSIPPI

Nettie Davis  
NETTIE DAVIS, Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
TODD JORDAN, Mayor

9-10-2024  
DATE

**CHECK INFORMATION FOR COUNCIL MEETING**  
**September 10, 2024**

<b>FUND</b>	<b>-CHECK NUMBERS</b>
<b>POOL CASH</b> <b>EFT</b> <b>TWL ADJUSTMENTS</b>	<b>ID-428336-428343</b>

**ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET**

**INVOICES AS SHOWN ON FACE OF DOCKET**

**RESOLUTION**

**WHEREAS**, the Mississippi Outdoor Stewardship Trust Fund (MOSTF) was created by the Mississippi Legislature in 2022 by passing the Mississippi Outdoor Stewardship Act (Miss. Code Ann. § 49-39-5) The Mississippi Outdoor Stewardship Act (2022 Regular Session) was passed to establish a funding mechanism to encourage investment in outdoor recreation and conservation projects to state agencies with responsibilities therefor, and to expand the availability of these projects to counties, municipalities and nongovernmental entities, as defined by the Act; and

**WHEREAS**, the purpose of the Mississippi Outdoor Stewardship Trust Fund is to provide support to state parks and trails; to support local parks and trails of state and regional significance; to provide stewardship of conservation land; and to acquire critical areas for the provision or protection of clean water, wildlife, hunting, or fishing, for military installation buffering or for natural resource-based outdoor recreation; and

**WHEREAS**, the City of Tupelo is currently invested in a multi-phase improvement plan to its Ballard Park that involves an improved park entrance and parking area, the addition of a new pavilion and bathroom and a roughly \$2 Million ADA accessible playground funded in part by appropriations made to the City of Tupelo from the Mississippi Legislature; and

**WHEREAS**, as a part of these improvements to Ballard Park, the City of Tupelo also desires to make resurfacing improvements and a potential expansion to the park’s roughly 2.75-mile scenic trail that is used daily by bikers, runners, walkers and other outdoor enthusiasts alike (“Project”); and

**WHEREAS**, the initial estimated cost of the Project is roughly \$58,000, and the Governing Authorities of the City of Tupelo are committed to matching these grant funds in an amount not exceeding 30% of the actual cost of the Project.

**NOW, THEREFORE**, be it resolved by the Mayor and City Council of the City of Tupelo, Mississippi, the following:

1. The prefatory paragraphs of this Resolution are hereby found and determined to be necessary and in the best interest of the public health and welfare and are incorporated fully herein.
2. Based on the findings above, the City’s proposed Project complies with the scope of the MOSTF Grant, and it is in the best interest of the public health and welfare to submit a request for grant funding for the Project through MOSTF.
3. The Mayor and City Clerk are authorized to submit a formal application for MOSTF funding in accordance with the rules of the MOSTF Program and this Resolution and to execute all documents necessary to formalize the application.

After a full discussion of this matter, this Resolution was reduced to writing, and without there being a request that it be read aloud, Council Member Beard moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Bryan and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted  
Councilmember Bryan voted

Aye  
Aye

Councilmember Beard voted  
Councilmember Davis voted  
Councilmember Palmer voted  
Councilmember Gaston voted  
Councilmember Jones voted

Aye  
Aye  
Aye  
Aye  
Aye

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

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 10th day of September, 2024.

CITY OF TUPELO, MISSISSIPPI

By: Nettie Davis  
NETTIE Y. DAVIS  
City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
TODD JORDAN, Mayor

9-10-2024  
DATE



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, Public Works Director

**DATE:** September 5, 2024

**SUBJECT:** IN THE MATTER OF BID AWARD APPROVAL 12 MONTH MATERIALS SUPPLY BID 2024-048PW - CW

---

**Request:**

We are requesting the bid award approval for the 12 Month Materials Supply Bid 2024-048PW.

7 Bidders Responded

We are awarding based on lowest and best bid with an alternate.

300lbs Rip Rap

Nunley Trucking 34.90 per ton

Alternate – Crossway Trucking 35.00 per ton

100lbs Rip Rap

Nunley Trucking 34.90 per ton

Alternate – Crossway Trucking 35.00 per ton

Surge 8 Inch

Crossway Trucking 34.75 per ton

Alternate – Nunley Trucking 34.90 per ton

Gabion 6 Inch

Nunley Trucking 34.90 per ton

Alternate – Burns Logistics 36.95 per ton

Page 2

Bid Award Approval

Bid No. 2024-048PW

12 Mos Material Supply Bid

Agenda Memo

#1 Stone 3 Inch Rock

Crossway Trucking 30.75 per ton

Alternate – Nunley Trucking 32.90 per ton

Crusher Run

Crossway Trucking 27.75 per ton

Alternate – May Farms 29.00 per ton

Manufactured Sand

Nunley Trucking 31.90 per ton

Alternate – May Farms 32.00 per ton

Clay Gravel

May Farms 20.50 per ton

Alternate – Nunley Trucking 28.00 per ton

Fill Sand

Poe Brothers 10.36 per ton

Alternate – May Farms 11.20 per ton

Red Dirt

Hodges Construction 7.50 per yard

Alternate – Poe Brothers 7.50 per yard

Spoiled Dirt

Poe Brothers 7.40 per yard

Alternate – May Farms 8.00 per yard



Minute Entry Sign Up Sheet

Date: 8/27/2024
Time: 10:00

Bid # 2024-048PW Department: PW

Project: 12 MONTH SUPPLY BID-MATERIALS AND DELIVERY- RIP RAP, SURGE & GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT

Table with 2 columns: Attendance, Company. Multiple blank rows for data entry.



## BID FORM

This Bid is submitted for: MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY

This bid is submitted to: City of Tupelo, 71 East Troy Street, Tupelo, MS 38804  
(Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish **MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY** for the City of Tupelo in accordance with the specifications provided for the following **UNIT PRICE** amount:

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS	\$ 42.20 /Ton	
Item 2: 100 LBS RIP RAP	5000	TONS	\$ 42.20 /Ton	
Item 3: SURGE 8 inch	2500	TONS	\$ 40 /Ton	
Item 4: GABION 6 inch	2500	TONS	—	
Item 5: #1 STONE 3 inch ROCK	2500	TONS	\$ 37.60 /Ton	
Item 6: CRUSHER RUN	15000	TONS	\$ 34.40 /Ton	
Item 7: MANUFACTURED SAN	1500	TONS	\$ 46.25 /Ton	
Item 8: CLAY GRAVEL	5000	TONS	\$ 20.50 /yard	NOTE: Yards
Item 9: FILL SAND	2500	TONS	\$ 7.40 /yard	NOTE: Yards
Item 10: RED DIRT	2500	YARDS	\$ 7.50 /yard	
Item 11: SPOILED DIRT	6000	YARDS	\$ 7.40 /yard	

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**BIDDER ACKNOWLEDGES** receipt of the following **ADDENDA**:

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

POEBROT-01

AMAXEY

518

DATE (MM/DD/YYYY)  
8/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 231432 Hub International Gulf South 2086 Old Taylor Road Suite 202 Oxford, MS 38655	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 748-9394		FAX (A/C, No): (662) 234-0592
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Poe Brothers Trucking, Inc 8171 Hwy 41 Pontotoc, MS 38863	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : EMC Property &amp; Casualty</b>		<b>25186</b>
	<b>INSURER B : Blue Hill Specialty Insurance Company Inc.</b>		<b>15643</b>
	<b>INSURER C : LUBA Casualty Insurance Company</b>		<b>12472</b>
	<b>INSURER D : Great American Insurance Company</b>		<b>16691</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <b>General Aggregate Limit</b>			5D88416	5/24/2024	5/24/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			981625490	5/24/2024	5/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			028000021027124	7/1/2024	7/1/2025	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Motor Truck Cargo</b>			IMP 1344947 03	5/24/2024	5/24/2025	\$ <b>25,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Tupelo  
 71 East Troy Street  
 Tupelo, MS 38804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Charles R. Perbin, Jr.*

**BIDDER INFORMATION**Company Name: Poe Brothers Trucking Inc.Company Representative: Larry PoeTitle: President**Business Address:**Street: 8171 Hwy 41City: Pontotoc State: MS Zip: 38863Phone: 662-489-7808 Email: LSMM81@msn.comSignature of Bidder: Larry PoeDate: 8-26-24

*Nunley Trucking Co Inc  
P.O. Box 418  
Tulsa MS 38802  
662-424-0080*

**BID FORM**

This Bid is submitted for: MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY

This bid is submitted to: City of Tupelo, 71 East Troy Street, Tupelo, MS 38804  
(Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY for the City of Tupelo in accordance with the specifications provided for the following UNIT PRICE amount:

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS	\$34. <sup>90</sup>	\$ 174,500
Item 2: 100 LBS RIP RAP	5000	TONS	\$ 34. <sup>90</sup>	\$ 174,500
Item 3: SURGE 8 inch	2500	TONS	\$ 34. <sup>90</sup>	\$ 174,500
Item 4: GABION 6 inch	2500	TONS	\$ 34. <sup>90</sup>	\$ 87,250
Item 5: #1 STONE 3 inch ROCK	2500	TONS	\$ 32. <sup>90</sup>	\$ 82,250
Item 6: CRUSHER RUN	15000	TONS	\$ 30. <sup>90</sup>	\$ 450,000
Item 7: MANUFACTURED SAN	1500	TONS	\$ 31. <sup>90</sup>	\$ 47,850
Item 8: CLAY GRAVEL	5000	TONS	\$ 20. <sup>00</sup> / YARD	\$ 100,000
Item 9: FILL SAND	2500	TONS	no bid	—
Item 10: RED DIRT	2500	YARDS	no bid	—
Item 11: SPOILED DIRT	6000	YARDS	no bid	—

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 2024-8PW DATE: 8/23/24  
 NUMBER: 2024-8PW DATE: 8/23/24  
 NUMBER: 2024-8PW DATE: 8/23/24

*[Handwritten signature]*



# CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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**PRODUCER**  
Cadence Insurance, a Gallagher Company  
525 E. Capitol Street, 2nd Floor  
Jackson MS 39201

**CONTACT NAME:** Helen Andrews  
**PHONE (A/C, No, Ext):** 601-366-3436  
**FAX (A/C, No):** 877-288-0152  
**E-MAIL ADDRESS:** helen.andrews@cadenceinsurance.com

NUNLTRU-01

**INSURED**  
Nunley Trucking Co, Inc.  
212 CR 197  
Iuka MS 38852

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Canal Insurance Company	10464
INSURER B: Underwriters at Lloyd's London	32727
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES**

**CERTIFICATE NUMBER:** 1971741692

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Mthly Report <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CT779212001	4/22/2024	4/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE  DED   RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE   OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Physical Damage		MSAPD23031	4/22/2024	4/22/2025	\$5000 Comp/Colt Ded. Actual Cash Value

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Per Monthly Report, Certificate Holder is included as Additional Insured Lessor and/or Loss Payee ATIMA in regard to the attached equipment list.

**CERTIFICATE HOLDER**

City Of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

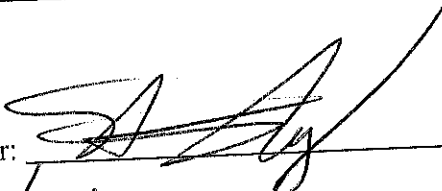
AUTHORIZED REPRESENTATIVE

**BIDDER INFORMATION**

Company Name: Nunley Trucking Co, Inc  
Company Representative: Herman Nunley  
Title: Pres

**Business Address:**

Street: P.O. Box 415  
City: Iuka State: MS Zip: 38852  
Phone: 662-424-0080 Email: nunleytrucking@gmail.com

Signature of Bidder: Date: 8/23/24



## BID FORM

This Bid is submitted for: **MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY**

This bid is submitted to: **City of Tupelo, 71 East Troy Street, Tupelo, MS 38804**  
(Owner)

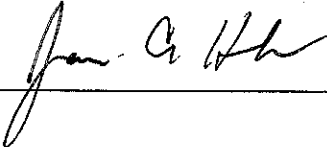
The undersigned, in compliance with the request for bids hereby proposes to furnish **MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY** for the City of Tupelo in accordance with the specifications provided for the following **UNIT PRICE** amount:

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS		
Item 2: 100 LBS RIP RAP	5000	TONS		
Item 3: SURGE 8 inch	2500	TONS		
Item 4: GABION 6 inch	2500	TONS		
Item 5: #1 STONE 3 inch ROCK	2500	TONS		
Item 6: CRUSHER RUN	15000	TONS		
Item 7: MANUFACTURED SAN	1500	TONS		
Item 8: CLAY GRAVEL	5000	TONS		
Item 9: FILL SAND	2500	TONS		
Item 10: RED DIRT	2500	YARDS	7.50	\$18,750.00
Item 11: SPOILED DIRT	6000	YARDS		

**Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.**

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER: Clarification #1      DATE: July 30, 2024  
 NUMBER: \_\_\_\_\_      DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_      DATE: \_\_\_\_\_

**BIDDER INFORMATION**Company Name: James A. Hodges Construction, Inc.Company Representative: Felix RutledgeTitle: Project Manager/Estimator**Business Address:**Street: 1281 CR 811City: Saltillo State: MS Zip: 38866Phone: (662) 842-8538 Email: jamesahodges@comcast.netSignature of Bidder: Date: 8/27/24



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	<b>CONTACT NAME:</b> Marty Hall <b>PHONE (A/C, No, Ext):</b> 601-948-2900 <b>E-MAIL ADDRESS:</b> mhall@rossandyerger.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> James A. Hodges Construction, Inc. 1281 County Road 811 Saltillo MS 38866-5930	<b>INSURER A:</b> Brierfield Ins Co		10993
	<b>INSURER B:</b> FCCI Ins Co		10178
	<b>INSURER C:</b> Great Amer Ins Co		16691
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

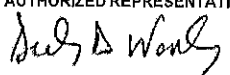
**COVERAGES** **CERTIFICATE NUMBER:** 288139665 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPP10006681703	2/14/2024	2/14/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA10001079008	2/14/2024	2/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUUF15725400	2/14/2024	2/14/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0100083331	2/14/2024	2/14/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> Owned Equipment <input type="checkbox"/> Leased Rented Equipment <input type="checkbox"/> Installation Floater			CPP10006681703	2/14/2024	2/14/2025	Per Schedule on File \$400,000 Any 1 Item \$1,850,000 Jobsite \$2,500 Deductible \$5,000 Deductible

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 General Liability (Including Completed Operations) provides Blanket Additional Insured on a primary and non-contributory basis as required by written contract. Automobile Liability provides Blanket Additional Insured as required by written contract. General Liability, Automobile Liability and Workers' Compensation provide Blanket Waiver of Subrogation as required by written contract. Umbrella Liability is follow form.  
 Deductible for Equipment Leased or Rented from Others: \$2,500  
 Deductible for Owned Equipment: Limit per Item less than \$100,000- \$1,000 Deductible. Limit per Item Equal to or in Excess of \$100,000- 2.5%  
 Maximum Deductible: \$10,000. Minimum Deductible: \$2,500.  
 Project: Bid# 2024-48PW Materials and Delivery

See Attached...

<b>CERTIFICATE HOLDER</b>  City of Tupelo 71 East Troy Street Tupelo MS 38804	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Ross & Yerger Insurance, Inc.		NAMED INSURED James A. Hodges Construction, Inc. 1281 County Road 811 Saltillo MS 38866-5930	
POLICY NUMBER		EFFECTIVE DATE:	
GARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured:  
 City of Tupelo  
 71 East Troy Street  
 Tupelo, MS 38804

## BID FORM

This Bid is submitted for: **MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY**

This bid is submitted to: **City of Tupelo, 71 East Troy Street, Tupelo, MS 38804**  
(Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish **MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY** for the City of Tupelo in accordance with the specifications provided for the following **UNIT PRICE** amount:

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS		
Item 2: 100 LBS RIP RAP	5000	TONS		
Item 3: SURGE 8 inch	2500	TONS		
Item 4: GABION 6 inch	2500	TONS		
Item 5: #1 STONE 3 inch ROCK	2500	TONS	34.00	85,000.00
Item 6: CRUSHER RUN	15000	TONS	29.00	435,000.00
Item 7: MANUFACTURED SAN	1500	TONS	32.00	48,000.00
Item 8: CLAY GRAVEL	5000	TONS	20.50	102,500.00
Item 9: FILL SAND	2500	TONS	8.00	20,000.00
Item 10: RED DIRT	2500	YARDS	8.00	20,000.00
Item 11: SPOILED DIRT	6000	YARDS	8.00	48,000.00

**Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.**

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

**BIDDER INFORMATION**Company Name: May Farms LLCCompany Representative: Cassie OwenTitle: Office ManagerBusiness Address:Street: 574 Birmingham Ridge RdCity: Saltillo State: MS Zip: 38866Phone: 662-869-2151 Email: office92056@aol.comSignature of Bidder: Date: 8/26/24

## BID FORM

This Bid is submitted for: MATERIALS AND DELIVERY - RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY

This bid is submitted to: City of Tupelo, 71 East Troy Street, Tupelo, MS 38804  
(Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish **MATERIALS AND DELIVERY - RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY** for the City of Tupelo in accordance with the specifications provided for the following **UNIT PRICE** amount:

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS	\$ 36.95	
Item 2: 100 LBS RIP RAP	5000	TONS	\$ 36.95	
Item 3: SURGE 8 inch	2500	TONS	\$ 36.35	
Item 4: GABION 6 inch	2500	TONS	\$ 36.95	
Item 5: #1 STONE 3 inch ROCK	2500	TONS	\$ 36.95	
Item 6: CRUSHER RUN	15000	TONS	\$ 34.25	
Item 7: MANUFACTURED SAN	1500	TONS	\$ 35.25	
Item 8: CLAY GRAVEL	5000	TONS	\$ 18.50	
Item 9: FILL SAND	2500	TONS	\$ 18.50	
Item 10: RED DIRT	2500	YARDS	\$ 12.50	
Item 11: SPOILED DIRT	6000	YARDS	\$ 12.50	

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

BIDDER INFORMATION

Company Name: Burns Logistics

Company Representative: Adam Fowler

Title: Sales

Business Address:

Street: 24 Burns Dr.

City: Columbus State: MS Zip: 39702

Phone: 662-213-8004 Email: adam@burnsdirt.com

Signature of Bidder: Adam Fowler

Date: 8/26/2024





**BURNS LOGISTICS**

24 BURNS DRIVE  
COLUMBUS, MS 39704  
PHONE 662-329-3703  
FAX 662-329-9843  
invoices@burnslog.com

Thanks for the opportunity to bid the City of Tupelo Materials and Delivery. Please see the enclosed quote.

**Adam Fowler**  
Sales Manager  
662-213-8004

**Burns Waste**  
24 Burns Drive  
Columbus, MS 39702  
662-848-2484

Crossway Trucking LLC

607 W Chambers Drive  
Suite #1 Booneville, Ms 38829

Contact #

Office 662-720-9970

Josh 662-882-9467

Bid for City of Tupelo

2024-2025



**MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1  
STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL  
SAND, RED DIRT**

**12 MONTH SUPPLY**

**CITY OF TUPELO, MS**

**BID # 2024-048PW**

## BID FORM

This Bid is submitted for: **MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY**

This bid is submitted to: **City of Tupelo, 71 East Troy Street, Tupelo, MS 38804**  
(Owner)

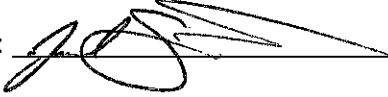
The undersigned, in compliance with the request for bids hereby proposes to furnish **MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY** for the City of Tupelo in accordance with the specifications provided for the following **UNIT PRICE** amount:

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS	35.00	175,000
Item 2: 100 LBS RIP RAP	5000	TONS	35.00	175,000
Item 3: SURGE 8 inch	2500	TONS	34.75	86,875
Item 4: GABION 6 inch	2500	TONS	NA	NA
Item 5: #1 STONE 3 inch ROCK	2500	TONS	30.25	75,625
Item 6: CRUSHER RUN	15000	TONS	27.75	416,250
Item 7: MANUFACTURED SAN	1500	TONS	NA	NA
Item 8: CLAY GRAVEL	5000	TONS	NA	NA
Item 9: FILL SAND	2500	TONS	NA	NA
Item 10: RED DIRT	2500	YARDS	NA	NA
Item 11: SPOILED DIRT	6000	YARDS	NA	NA

**Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.**

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER:           /           DATE: 8/27/2024  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

**BIDDER INFORMATION**Company Name: Crossway Trucking LLC.Company Representative: Joshua SmartTitle: OWNER**Business Address:**Street: 607 W Chambers DR Suite #1City: Boonville State: MS Zip: 38829  
office # 602-720-9970Phone: Josh-602-882-9407 Email: joshua.smart@crosswaytrucking.comSignature of Bidder:  \_\_\_\_\_Date: 8/26/24



**MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1  
STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL  
SAND, RED DIRT**

**12 MONTH SUPPLY**

**CITY OF TUPELO, MS**

**BID # 2024-048PW**

## BID FORM

This Bid is submitted for: **MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY**

This bid is submitted to: **City of Tupelo, 71 East Troy Street, Tupelo, MS 38804**  
(Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish **MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE, CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT - 12 MONTH SUPPLY** for the City of Tupelo in accordance with the specifications provided for the following **UNIT PRICE** amount:

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS	\$59.00	\$295,000.00
Item 2: 100 LBS RIP RAP	5000	TONS	\$59.00	\$295,000.00
Item 3: SURGE 8 inch	2500	TONS	\$57.85	\$144,625.00
Item 4: GABION 6 inch	2500	TONS	No bid	
Item 5: #1 STONE 3 inch ROCK	2500	TONS	\$57.85	\$144,625.00
Item 6: CRUSHER RUN	15000	TONS	\$48.40	\$726,000.00
Item 7: MANUFACTURED SAN	1500	TONS	No bid	
Item 8: CLAY GRAVEL	5000	TONS	No bid	
Item 9: FILL SAND	2500	TONS	No bid	
Item 10: RED DIRT	2500	YARDS	No bid	
Item 11: SPOILED DIRT	6000	YARDS	No bid	

**Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.**

**BIDDER ACKNOWLEDGES receipt of the following ADDENDA:**

NUMBER: ADDENDUM 1                      DATE: July 30, 2024  
 NUMBER: \_\_\_\_\_                      DATE: \_\_\_\_\_  
 NUMBER: \_\_\_\_\_                      DATE: \_\_\_\_\_

**BIDDER INFORMATION**

Company Name: Green Dream International LLC

Company Representative: Varand Vartanian


Title: President

Business Address:

Street: 32 W. 8th St. suite no 607

City: Erie State: PA Zip: 16501

Phone: 814-840-1880 Email: info@gdicompany.com

Signature of Bidder: 

Date: 8/24/2024





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, Public Works Director

**DATE:** September 5, 2024

**SUBJECT:** IN THE MATTER OF CONTRACT APPROVAL BID NO. 2024-005PW W.  
BRISTOW STREET IMPROVEMENT PROJECT - CW

---

**Request:**

We are requesting the contract approval for the W. Bristow Street Improvement Project Bid No. 2024-005PW.

Bid was awarded to Hodges Construction in the amount of \$1,184,564.88 and approved by council on August 20, 2024.

**CONTRACT**

THIS AGREEMENT, made this the 10TH day of September, 2024, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and James A. Hodges Construction, Inc. doing business as ~~(an Individual), (a Partnership), (a Limited Liability Company),~~ or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "**WEST BRISTOW STREET IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **45** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 1,184,564.88 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. This Agreement
  - B. Instruction to Bidders
  - C. Signed Copy of Proposal Form and Bidder's Certificate
  - D. Executed Non-Collusion Form and Compliance Statements
  - E. Executed Bid Bond
  - F. Contract
  - G. Executed Performance and Payment Bond
  - H. NSPE General Conditions
  - I. Special Contract Provisions
  - J. DRAWINGS issued by **DABBS CORPORATION** and dated **JUNE 2024**
  - J. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **JUNE 2024**
  - K. ADDENDA:
    - No. 1 Dated August 9, 2024
    - No.      Dated
    - No.      Dated
    - No.      Dated
  - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
  - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
  - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is the "Mandatory Addendum to All City of Tupelo Contracts" (3 pages) dated October 28, 2022. The attached addendum shall be signed by the Contractor and executed by the City.

- 11. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ 1,184,564.88 ) one million one hundred eighty four thousand five hundred sixty four dollars and eighty eight cents  
 (not less than one hundred percent of Contract amount)

- 12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

**CITY OF TUPELO / OWNER**

BY: Todd Jordan  
 NAME: Todd Jordan  
 TITLE: Mayor

ATTEST:

BY: Kim Hanna  
 NAME: Kim Hanna  
 TITLE: City Clerk

(SEAL)

**JAMES A. HODGES CONSTRUCTION, INC.**

BY: James A. Hodges  
 NAME: James A. Hodges  
 TITLE: President

ATTEST:

BY: Robin Rodgers  
 NAME: Robin Rodgers  
 TITLE: Office Manager

(SEAL)



Mandatory Addendum to  
All City of Tupelo Contracts  
October 28, 2022

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

1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) 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

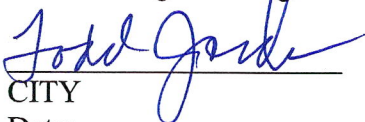
- 19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

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- ½ %) 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)

Acknowledged and agreed:

  
CITY

Date:

  
CONTRACTING PARTY

Date: