

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

MAY 16, 2023

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, May 16, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Nettie Davis was absent. Council Member Lynn Bryan led the invocation. Council Member Travis Beard led the pledge of allegiance.

Council President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Beard moved, seconded by Council Member Palmer, to confirm the agenda and agenda order, with the following addition:

ADD ITEM #6.5

IN THE MATTER OF CORRECTION OF MINUTES OF MARCH 21, 2023 COUNCIL MEETING

Of those present, the vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Janet Gaston asked that everyone remember Leesha Faulkner, as she continues to gain strength.

Council Member Rosie Jones asked that everyone remember one of her patients in their prayers.

Council Member Travis Beard mentioned that Council Member Nettie Davis is absent due to illness.

Council Member Lynn Bryan thanked the CVB and the Gumtree Arts Council for all their hard work on the festival last weekend.

MAYOR'S REMARKS

Mayor Todd Jordan mentioned several past events that were all a big success: Gumtree Festival, Blue Suede Cruise (1100 entrants) and Wine Downtown. He offered congratulations to all the graduates of 2023. He asked Deputy Chief Anthony Hill to come forward and accept congratulations for his recent public safety award - Law Enforcement Agent of the Year 2023. DC Hill thanked everyone.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to address the final lot mowing list, as follows:

<u>Parcel</u>	<u>Location</u>
088N3305700	151 CANAL ST
088N3304700	335 CANAL ST
089N3100601	123 S INDUSTRIAL RD
089J3114900	404 N GLOSTER ST
088J3303600	1250 BERRY ST
089B3013600	1132 HILDA AVE
113B0602200	S GREEN ST
105D1505100	3091 MOORE AVE
105D1503500	3064 MOORE AVE
089E3001700	816 CLAYTON AVE

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS

A public hearing was held concerning the demolition of properties located at the following addresses:

1133 Elvis Presley (Parcel 088F2802600)
 1155 Elvis Presley (Parcel 088F2802700)
 1165 Elvis Presley (Parcel 088F280260H)

Susan Reed, on behalf of Vernell Reed, spoke concerning the property located at 1133 Elvis Presley.

Evelyn Shields spoke concerning the property located at 1155 Elvis Presley.

IN THE MATTER OF PUBLIC HEARING FOR REDISTRICTING

A scheduled public hearing was held concerning the proposed redistricting plan. Jenny Savely, City Planner, and Cristen Bland, Three Rivers Planning and Development District, addressed the Council and audience on how the plan was developed. The following addressed the Council during this hearing:

Reverend Jeffrey Gladney	415 N Joyner
Reverend Charles Penson	377 Huntington Place
Reverend Charles Moore	3204 Shonda Circle
Rosie Jones	Council Member of Ward 7

After each gave comments concerning the plan, the public hearing ended.

APPENDIX A

IN THE MATTER OF REDISTRICTING PLAN

Council Member Beard moved, seconded by Council Member Palmer, to table this item until a Special Called Meeting scheduled for June 1, 2023. Of those present, the vote was unanimous in favor.

APPENDIX B

**IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE
(TABLED AT THE MAY 6, 2023 MEETING)**

Council Member Palmer moved, seconded by Council Member Gaston, to leave this item on the table. Of those present, the vote was unanimous in favor.

IN THE MATTER OF APPROVAL OF MINUTES OF MAY 2, 2023

Council Member Beard moved, seconded by Council Member Mims, to approve the minutes of the May 6, 2023 Council meeting. Of those present, the vote was unanimous in favor.

IN THE MATTER OF CORRECTION OF MINUTES OF MARCH 21, 2023 COUNCIL MEETING

Having been brought to the attention of the City Council, Council Member Palmer moved, seconded by Council Member Gaston to approve a correction to the March 21, 2022 minutes of the regular meeting of the City Council.

The minutes originally stated:

The Council previously awarded a bid and contract for Bid # 2023-003MT - North Veterans Blvd Improvements (Reese St to Hamm St) at the March 7, 2023, meeting. The contract is now being brought forward for ratification. Council Member Palmer moved, seconded by Council Member Jones, to ratify the contract between the City of Tupelo and James A. Hodges Construction Inc. in the amount of \$1,014,124.47 for Bid # 2023-003MT. The vote was unanimous in favor. APPENDIX L

The correction of the minutes should be, as follows:

The Council previously awarded a bid and contract for Bid # 2023-003MT - North Veterans Blvd Improvements (Reese St to Hamm St) at the March 7, 2023, meeting. The contract is now being brought forward for ratification. Council Member Palmer moved, seconded by Council Member Jones, to ratify the contract between the City of Tupelo and James A. Hodges Construction Inc. in the amount of \$1,814,124.47 for Bid # 2023-003MT. The vote was unanimous in favor. APPENDIX L

Of those present, the vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Beard moved, seconded by Council Member Palmer, to approve the advertising and promotional items, as presented. After a brief explanation by CFO/City Clerk Kim Hanna, of those present, the vote was unanimous in favor. APPENDIX D

IN THE MATTER OF APPROVAL TO SUBMIT FOR BVP GRANT

Grant Writer Abby Christian, addressed the Council to request approval to submit an application for a Bullet Vest Partnership (BVP) grant for 50% funding of the cost of body armor vests purchased for law enforcement officers. This is a DOJ grant and requires a 50 % match from the City. Council Member Beard moved, seconded by Council Member Palmer, to approve the submission of the grant application. Of those present, the vote was unanimous in favor. APPENDIX E

IN THE MATTER OF APPROVING SELECTION OF CONSTRUCTION MANAGER FOR DESIGNATED ARPA PROJECTS

The City of Tupelo advertised and received proposals for RFQ 2023-031PW for the selection of construction manager for designated ARPA projects. Although several inquiries were received, only one RFQ was received. Council Member Palmer moved, seconded by Council Member Mims, to approve the selection of ICM Construction as the construction manager of these projects. Of those present, the vote was unanimous in favor. APPENDIX F

IN THE MATTER OF LOT MOWING

Council Member Mims moved, seconded by Council Member Palmer, to approve the final lot mowing list, as presented. Of those present, the vote was unanimous in favor. APPENDIX G

IN THE MATTER OF PROPERTIES FOR DEMOLITION

DDS Interim Director Dennis Bonds requested that the Council consider the adjudication of each property on the public hearing demolition list that have been found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). Each property was separately considered and found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition. The properties are:

1133 Elvis Presley (Parcel 088F2802600)
 1155 Elvis Presley (Parcel 088F2802700)
 1165 Elvis Presley (Parcel 088F280260H)

Council Member Beard moved, seconded by Council Member Gaston, that each property on the demolition list be found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). Of those present, the vote was unanimous in favor of approval of the demolitions. APPENDIX H

IN THE MATTER OF PLANNING COMMITTEE MEETING MINUTES APRIL 3, 2023

Council Member Palmer moved, seconded by Council Member Gaston, to approve the minutes of the Planning Committee of April 3, 2023. Of those present, the vote was unanimous in favor. APPENDIX I

IN THE MATTER OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES MARCH 13 AND APRIL 10, 2023

Council Member Beard moved, seconded by Council Member Mims, to accept the minutes of the Major Thoroughfare Committed of March 13 and April 10, 2023. Of those present, the vote was unanimous in favor. APPENDIX J

IN THE MATTER OF BODY WORN CAMERAS AGREEMENT WITH DRUG ENFORCEMENT ADMINISTRATION

Council Member Beard moved, seconded by Council Member Palmer, to approve an agreement with the Drug Enforcement Agency (DEA), pertaining to the use of Tupelo PD body-worn cameras by deputized task force officers. Tupelo PD personnel assigned to the DEA Task Force will not have a Tupelo PD body worn camera on any DEA operation. Of those present, the vote was unanimous in favor to approve the agreement. APPENDIX K

IN THE MATTER OF DONATED LEAVE REQUEST - FAULKNER

Council Member Palmer moved, seconded by Council Member Gaston, to approve the donation of sick time for Tupelo Parks and Recreation/Museum employee Leesha Faulkner, as allowed by the employee handbook. Of those present, the vote was unanimous in favor. APPENDIX L

IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID # 2023-013FP FAIRPARK RESTROOMS

Council Member Mims moved, seconded by Council Member Palmer, to approve the ratification of a contract with Timmons Electric Co., LLC for Bid 2023-013FP - Fairpark Restrooms, in the amount of \$316,648.23. Of those present, the vote was unanimous in favor. APPENDIX M

EXECUTIVE SESSION

Council Member Beard moved, seconded by Council Member Palmer, to determine the need for an executive session. Attorney Ben Logan said the session is for prospective litigation under Miss. Code Anno. 25-41-7(b) (1972 as amended) and the possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor at 6:55 p.m.

Council Member Palmer moved, seconded by Council Member Gaston, to close the regular session and enter executive session for discussion of litigation under Miss. Code Anno. 25-41-7(b) (1972 as amended) and the possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor.

After discussion in executive session, Council Member Beard moved, seconded by Council Member Palmer to return to the regular meeting at 7:17 p.m. Of those present, the vote was unanimous in favor.

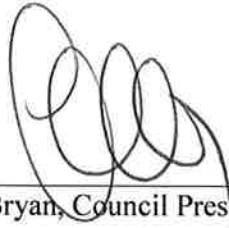
IN THE MATTER OF ORDER TO SETTLE ALL CLAIMS ASSERTED AGAINST THE CITY OF TUPELO BY THE PINES AT BARNES CROSSING IN TUPELO II, LLC, AND ITS MANAGING COMPANY KIRKLAND PROPERTIES, LLC FOR THE OVERPAYMENT OF SOLID WASTE COLLECTION FEES

Council Member Jones moved, seconded by Council Member Palmer, to approve 'An Order to Settle All Claims Asserted Against the City of Tupelo by The Pines at Barnes Crossing in Tupelo II, LLC, and its Managing Company Kirkland Properties, LLC for the Overpayment of Solid Waste Collection Fees' in the amount of \$56,997.01. Of those present, the vote was unanimous. APPENDIX N

ADJOURNMENT

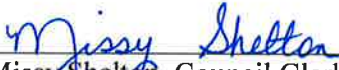
There being no further business to come before the Council at this time, Council Member Jones moved, seconded by Council Member Beard, to adjourn the meeting, Of those present, the vote was unanimous in favor.

This the 16th day of May, 2023, at 7:18 p.m.



Lynn Bryan, Council President

ATTEST:



Missy Shelton, Council Clerk

APPROVED



Todd Jordan, Mayor

6-7-2023

Date



City of Tupelo

Department of Development Services

Tanner Newman, Director

Notice of Public Meeting

MAYOR
Todd Jordan

CITY COUNCIL
Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

A public meeting will be held at 6:00pm on Tuesday, May 16, 2023 for the purpose of providing information and receiving public comment on the City's proposed redistricting plan as initiated by Resolution on November 15, 2022. The hearing will be held in Council Chambers on the 2nd floor of City Hall, 71 East Troy Street, Tupelo, MS to present proposed map and corresponding demographic data.

Three Rivers Planning and Development District entered into contract with the City of Tupelo to consult on this process and will discuss the process at the public hearing as well as the proposed map's adherence to the City Resolution which resolved

“that any redistricting plan to be considered and adopted by the Governing Body, shall comply with the U.S. Constitution, the Mississippi Constitution, applicable state and federal law, including the Voting Rights Act of 1965, as amended, and such plan shall also contain contiguous districts within +/- 5% deviation from the ideal district population. In addition to these primary criteria and to the extent practicable, the Governing Body will comply with the Voting Rights Act, will adhere to the constitutional one-person, one-vote rule, and ensure existing minority represented wards will not decrease in number. The Governing Body will also maintain compact ward boundaries and will take all possible measures to keep intact communities with established ties of common interest and association. The Governing Body will also separate incumbents into individual districts, maintain core retention of existing Wards, and, where possible, follow natural geographic boundaries in drawing ward lines.”

Members of the public and the media are welcome to attend. The proposed map and associated demographic information have been enclosed as part of this notice.

Tupelo City - 2020 Proposed Plan (05102023)

Total Population									
	Total	Deviation	% Devn	White alone	% White Alone	Black or African American alone	% Black or African American alone	All Other Races*	% All Other Races*
Ward 1	5,184	-234	-4.3	3,943	76.1%	891	17.2%	350	6.8%
Ward 2	5,643	225	4.2	3,580	63.4%	1,587	28.1%	476	8.4%
Ward 3	5,294	-124	-2.3	2,591	48.9%	2,129	40.2%	575	10.9%
Ward 4	5,293	-125	-2.3	1,658	31.3%	3,130	59.1%	505	9.5%
Ward 5	5,482	64	1.2	3,127	57.0%	1,867	34.1%	488	8.9%
Ward 6	5,380	-38	-0.7	3,974	73.9%	987	18.3%	419	7.8%
Ward 7	5,647	229	4.2	1,486	26.3%	3,568	63.2%	594	10.5%
Total	37,923			20,359	53.7%	14,159	37.3%	3,407	9.0%

Ideal Size 5,418

Voting Age Population									
	Total	% Total	White alone	% White alone	Black or African American alone	% Black or African American alone	All Other Races*	% All Other Races*	
Ward 1	4,024	77.6%	3,128	77.7%	660	16.4%	236	5.9%	
Ward 2	4,272	75.7%	2,912	68.2%	1,067	25.0%	293	6.9%	
Ward 3	4,135	78.1%	2,229	53.9%	1,562	37.8%	345	8.3%	
Ward 4	3,911	73.9%	1,349	34.5%	2,248	57.5%	314	8.0%	
Ward 5	4,269	77.9%	2,654	62.2%	1,276	29.9%	339	7.9%	
Ward 6	4,299	79.9%	3,295	76.6%	711	16.5%	293	6.8%	
Ward 7	4,038	71.5%	1,236	30.6%	2,452	60.7%	348	8.6%	
Total	28,948	76.3%	16,803	58.0%	9,976	34.5%	2,168	7.5%	

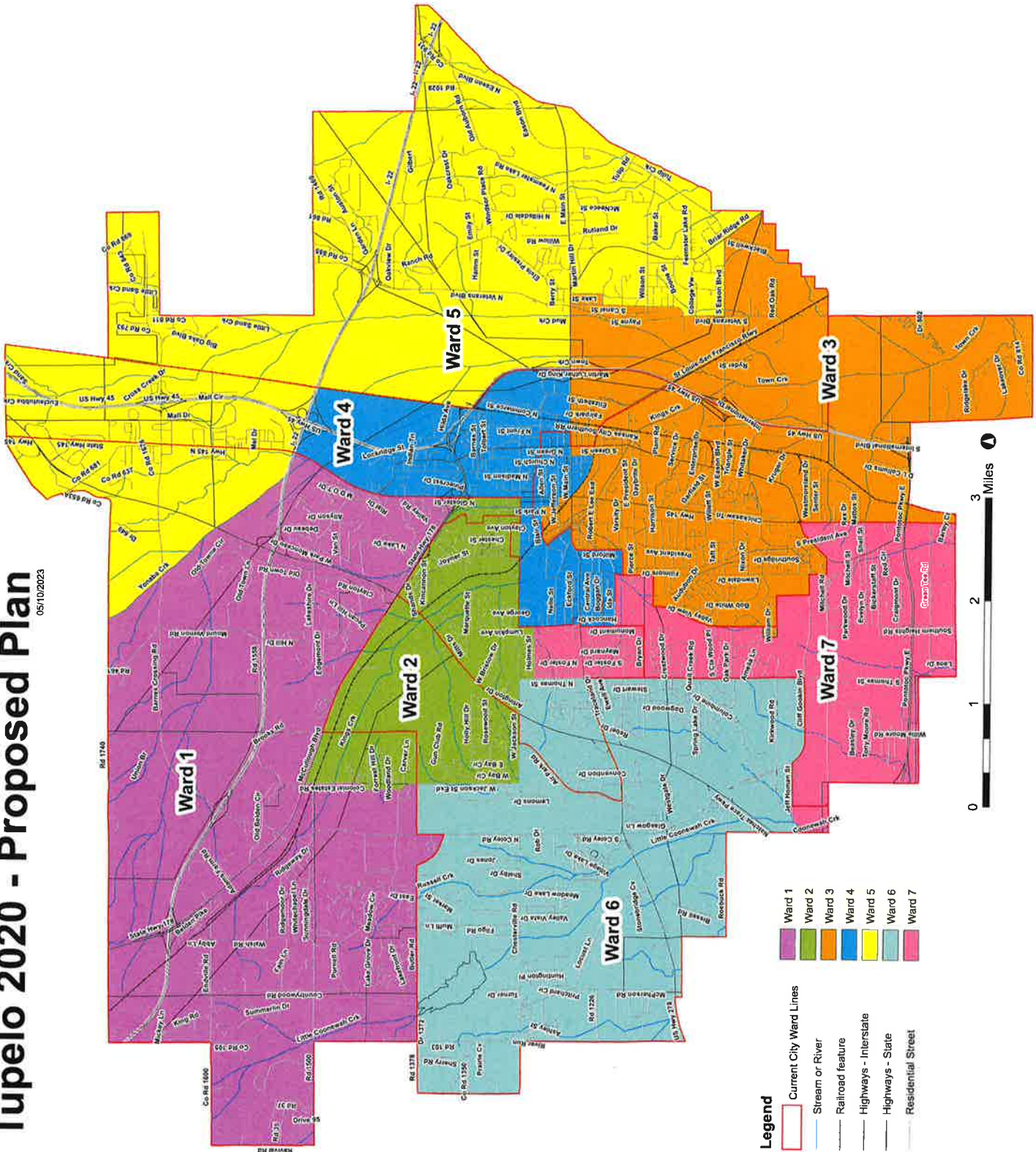
Population Range 5184 to 5647
 Deviation Range -234 to 229
 Absolute Deviation 463
 Percent Deviation -4.3 to 4.2
 Absolute Percent Deviation 9

Source: U.S. Census Bureau, 2020 Census Redistricting Data (Public Law 94-171)

*NOTE: All other races includes those who identify as American Indian and Alaska Native alone; Asian alone; Native Hawaiian and Other Pacific Islander alone; Some Other Race alone; and those who identify as having Two or More Races.

Tupelo 2020 - Proposed Plan

05/10/2023



Tupelo City Council

May 16, 2023

Public Hearing for Redistricting

Council President Lynn Bryan: In the next Item #3 In the Matter of Public Hearing Redistricting. So, the City Council has been working on the matter of redistricting for the City based on the 2020 census since November when we passed a resolution to look at the redistricting and at that time we hired Three Rivers Planning and Development to go through all the data and make recommendations to the City. This will be the first hearing on the draft final for redistricting. There will be another work session on the 23rd of May where we'll discuss it with the input of the people that come and speak tonight with a final vote being on June 1st at a Special Called meeting. So tonight if you are here to speak on the redistricting, you can come up, and anybody can speak in this case, because even people that live outside of the City because it is a public hearing based on the census and not just to speak to the I mean the public hearing on the redistricting and interested parties are not just speaking to the Council alone. So, when you come up, you'll need to state your name and address and you'll have 5 minutes. So City Council members who want to speak on this will still have the same 5 minutes that everybody else does. You can give you input and then we will come back in and we'll take all that input, and with the Mayor's staff, the City Attorney and the City Council we'll take that input and see if we need to revise this final draft. So, anybody that wants to speak about redistricting can come to the podium now and...Oh, did I miss a demolition?

Person in audience: That's what I'm trying to figure out.

Bryan: Ok, what is your address, ma'am?

Person in audience: inaudible answer.

Bryan: Ok, well I missed you, then. I apologize. Hey, y'all come on up. Let's do that. We're going to step back and we missed a demolition and we're going to let them come on up and give them their 5 minutes and then we will move over to the redistricting.

At this time a demolition issue was heard that was missed at the previous item of Public Hearing for demolition.

Ok. Now we are going to move to Item #3 – Redistricting and I'm not going to repeat myself, so anybody that would like to speak on redistricting please come to the podium, state your name and your address and you'll have five minutes.

Charles Penson: Mr. Chairman, I wouldn't want to use my 5 minutes, I just want to ask a question about this hearing. Ahhh, you said that we are having a hearing today, follow-up on the 23rd and then the vote by the Council on the 1st. But in your printing on the website, it has that the hearing date is today and then tomorrow for the public hearing is the plan.

COO Don Lewis: That was corrected.

Penson: It was?

Lewis: It was corrected and reentered on Facebook.

Penson: Then this is the public hearing?

Bryan: This is the public hearing. We'll have another work session on it on the 23rd to discuss the input that comes out tonight and then we'll vote on the 1st. So if anybody would like to speak, just come forward and you'll have 5 minutes on redistricting.

Council Member Rosie Jones: inaudible words on tape.....and then explain what the plan is.

Bryan: Jenny?

Lewis: What is the question?

Jones: The question is...Is Three Rivers going to come up or the planning committee going to come up and explain what they have in the proposed plan? So will they come up and explain to everyone what the proposed plan is? First? Or so y'all just want questions about.....

Lewis: Well, sorry, don't mean to be disrespectful (walked to the podium) the way it was put out there, is that we had a work session yesterday, for people to come and see what was going on. So we had a work session that followed the pre council. Tonight, we want to hear what the public has to say about it. We want to hear their comments and what they have learned so far, and then we will take those comments. Now, I'm not in objection, Mr. President, if you want a quick explanation by Three Rivers – we'll be glad to do that. But, that wasn't part of the plan and we can do whatever you want to. Whatever the Council would like to do.

Bryan: Alright, so, ahh.

Council Member Travis Beard: Mr. President, I recommend that we let Three Rivers give a brief description...

Council Member Janet Gaston: I agree.

Beard: of the plan.

Bryan: Ok, that's fine. Jenny can you and your consultants.....

City Planner Jenny Savely: Ok, Thank you. Three Rivers has been working with us and advising on the maps. They work with the software that allows us to measure the census blocks and the demographic data according to what redistricting law demands and what our resolution demands. And, so, I'm going to actually let Cristen Bland, from Three Rivers, is going to present that process and how the data was derived. Cristen, it's all yours.

Cristen Bland: So, yeah, uhm.....so to give a brief overview, the census happened in 2020, everything opened on March 12th. April 1st of 2020 is generally the target date of the snapshot used for numbers used for redistricting. Covid 19, of course, caused a lot of delays in collecting that data, so we were not able to get redistricting data until April 12, 2021. Now, along those same lines, the City started talking with us in November of 2021 and entered an official agreement in December of 2022 and, as previously stated, we have been working since about November when the established criteria was passed by Resolution was passed on November 16th. Now that criteria is as follows: We complied with all US Constitution, MS Constitution, National, State and Federal laws. We basically tried our best to stay within the voting rights act of 1965, as amended, to keep the districts contiguous, and keep their deviation brought to + or - 5 from the ideal total of each district. Incumbents should stay in their wards, but separated. We tried to maintain current wards as much as possible to avoid voter confusion and followed natural geographic boundaries as much as possible. Now, the main reason why we redistrict, is to keep equal representation per ward for each and that basically maintains that one person one vote rule. We used information on the census block level. As you can tell on that map, there are 1,019 census blocks in the City of Tupelo, and those blocks, though may not can see them from some places in the room, are drawn by streams, ditches, roadways, pipelines, powerline boundaries, railroads, highways and residential streets. Now, I'm going to give you a snapshot of what the data looks like, don't be alarmed, a bunch of lines. So, what does that mean? So each census block has a total population, and when it comes to redistricting, that is the only number that we are truly worried about and want to have an equal representation between the wards. So, plus, the people have 2 historically majority minority districts. The data that is given within the redistricting, the information within the redistricting data, breaks down total population and the racial data and so we when it comes to redistricting in the City of Tupelo, we did use the total population and then used the white population and the African-American population to make sure that we maintained those minority majority statuses in 2 districts. Now, when we looked at current wards, based off the 2020 census data, we have benchmark numbers that look like this, where your total deviation is at 39. Your total deviation needs to stay within + or - 5 for an overall of 10. Since we

can account to the general people not answering their census and then also just the growth that the City that everyone has seen. Now, that's where we have our previous no current proposed plan. And then the data that goes along with that proposed plan – that was our general process. We did speak with Council Members and the planning commission to make sure that historic neighborhoods were kept together, as much as possible, and to maintain those current lines. We both had the map on the screen and so in your handout you should have the current lines which are the red lines on the map.

Bryan: So, would anybody like to come and speak about redistricting in the City of Tupelo. Please come forward and state your name and your address and you'll have 5 minutes.

Jeffery Gladney: Good evening to each of you. My address is 415 N Joyner St of Tupelo, but also of concern is 1978 S Veterans Memorial Blvd, which is the road by the church where I pastor and which road will no longer be in Ward 5, but will move slightly into Ward 3. You have those maps where you can see it where it says Red Oak Church. Some of the members of our community church, Red Oak Grove, speaking specifically of what their concern is about that we want to make sure that lines are drawn favorably I know she says that wards should maintain 2 predominantly African – American districts, but it should be where it can be across the board where any district can be African-American or white. We want the lines to be fair. We want the lines to be where it is not necessarily, when you look at 5, a black person couldn't win that district because the way it goes back up there with the population. So we really want to just, on behalf of me and my church, and I think I'm in 2 or 5, I don't remember, but we just want it to be fair. A lot of the surrounding cities follow Tupelo lead and the way things are done and so when we really do this, we really need to be cognizant of the fact that we are a leading city and that if we do something that would be a balance of shift of power from the black community, other towns around us and people around us tend to follow what the All-America City does. We are very concerned about that and we just want it to be where anybody could win – the person who goes out and works the hardest spends the most money, and garnishes the most votes should win. And that's when I look at everything and look at the numbers and the specifics, I believe you said point something off or something like that. I'll have to go back and do my reading on all of that. So we just want it to be where it is fair, not gerrymandered, not like what happens in Atlanta or New York or somewhere else. We want things to be equitable and sometimes equitable is not fair for the other person who started way later. So they have to run much harder to catch up. And so we are always concerned about what happens at Red Oak Grove because God has placed us here to serve as leaders and we are always willing to fight for our people.

Bryan: Thank you. Anybody else? Alright. Charles, if you'd like to speak you can come up to the.....

Penon: I would request that I'm only a (inaudible)

Bryan: Ok, that's fine.

Penon: I think I can be heard from here. I don't know if it is necessary that I use the mic, but I did want to make a comment and I have some questions.

Bryan: Ok. So, Charles, state your name and address please.

Penon: Charles Penon – 377 Huntington Place Tupelo, MS. My first question has been answered about the hearing. This was the official hearing and the second one that is mentioned on the website, and it's still on the website is May 17. The second one is, I wanted to address it to Three Rivers Planning. And I want the assurance that this plan complies with the criteria to insure one person one vote. And particularly are there any split voting blocks in this plan? Split voting blocks addresses the continuity requirements for redistricting and if a block is split, to enable passage from one district to another district, that's illegal and I was wanting to ask the planning, do we have any voting blocks that are split and if those blocks when used as a whole, would it change the configuration of the map?

Bryan: So, Charles, everything that Three Rivers has submitted to us, has been reviewed to make sure it follows the voting rights act, and has gone through our attorney to make sure it follows the voting rights act. Every bit of it. So, all the districts were done by major thoroughfares, and arterial roads and all that, so neighborhoods were not split.

Penon: I'm not asking about neighborhoods, I'm asking about blocks.

Bryan: If you split a block, then you violate the voting rights act because that's how the votes are put together to do the districts. Because it was asked by me, specifically, when we were looking at several neighborhoods. Cause everybody in the room met with Three Rivers and with the attorney and with the staff and went through this. It's not as easy as just drawing a line and all that, because when they take the census, they have voting blocks that they have to go through and the houses in those blocks have to stay as a unit and all that, and if I'm not mistaken, we didn't divide any voting blocks. Or did we?

Penon: Can Three Rivers address that?

.....several people talking at once

Logan: Charles, I'll respond to that. I only know of one place, one block, and it was a block that extended from Thomas Street all the way to the back of another

neighborhood. The roads didn't get there and so Council Person Jones was having to go past...

Bryan: She left her ward to go into another ward to get to this.....

Logan: ...to this one house. And that was flipped over into her ward.

Penson: So you did end up splitting a block. I know that for a fact, because I have been asked to consult on the drawings and redistricting plans for the City of Tupelo. And it turns out that Ward 7 block 2005 presented a problem and in your plan it has been split. I believe even from previous plans, it may have been split and that violates the criteria for redistricting. And so I just wanted to point that out and also our assistance in the development of a new plan that does not violate the 1965 voting rights act and also addresses the concerns that were made by members of Ward 7. My understanding is that repeated requests that were made by their representative were not addressed. And so I will offer my services in helping to put a plan together that complies with the law.

Bryan: Thank you Charles. Would anybody else like to speak on redistricting? Can you state your name and address and you have 5 minutes?

Charles Moore: Charles Moore (inaudible)

Missy Shelton, Clerk: I'm sorry I didn't get your address.

Charles Moore: 3204 Shonda Circle Tupelo, MS 38801. My name is Charles Moore and I am the president elect of the NAACP branch of Lee County and am also president of the MS state conference of the NAACP. My concern is that in this ward representation, needs to be intact, and I pray that we don't overlook it as we have in the past and continue to overlook things that concerning these wards and also Ward 7 particularly that have been brought to the attention of the City and typically have been brushed over. As far as moving forward as a Council season, I hope they adhere and to do the work that actually pulls Tupelo together and don't leave Ward 7 out. Even in this (inaudible) just stated (inaudible) confrontation that we know that everybody wants to keep everything intact for themselves, but according to the law, sometimes we can't get what we want. So I ask that the City Council and those that are working for the City Council, will do their due diligence so that we don't have to move forward with litigation outside this room. But we are prepared to do that as well, as I have talked with other constituents in the state and also in Jackson.

Bryan: Thank you Charles. Does anybody else like to speak concerning redistricting?

Jones: I would.

Bryan: Ok. So, Rosie you'll have 5 minutes. Go ahead.

Jones: I'm Rosie Jones and my address is 1119 Evelyn and I also I live in Ward 7, the Southern part. Yes, I have met with Three Rivers on 2 or 3 occasions. On the first meeting, I asked that I not be taken all the way down to Main Street on the same side of the street, which is feasible for me to just take both sides of the street so that the ward is not so far divided. I also asked that to go into one of the neighborhoods, the neighboring neighborhoods which has to lose population and pick up some of those that pay higher taxes and that has more things done in their area so that if those people are in the ward so that other things can get done down in Ward 7 and I continuously hear about change, change, change and if change is going to happen we need to stop talking about it and start being about it. I do understand about the 2 wards that both lost population and mine stands to pick up the most population. So with that being said, my request each time, not only did it get ignored, it continued to go past Main and now almost down to Jackson Street, which makes no sense to me when Ward 7 starts at the South end of Tupelo and it should be able to come up and take both sides of the street without anyone being nervous about what is happening and what is going on and I need these changes to occur so we can move forward as the great city of Tupelo – so we can start to do things equally and stop talking about that's what we want. So, I request that this map is denied, and I did hear our President say that this is the final map, but I guess this is just a proposed map. So with this I just propose that we come up with another map that includes all of the wards equally and get things done equally – or at least attempt.



City of Tupelo

Department of Development Services

Tanner Newman, Director

Notice of Public Meeting

MAYOR
Todd Jordan

CITY COUNCIL
Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

A public meeting will be held at 6:00pm on Tuesday, May 16, 2023 for the purpose of providing information and receiving public comment on the City's proposed redistricting plan as initiated by Resolution on November 15, 2022. The hearing will be held in Council Chambers on the 2nd floor of City Hall, 71 East Troy Street, Tupelo, MS to present proposed map and corresponding demographic data.

Three Rivers Planning and Development District entered into contract with the City of Tupelo to consult on this process and will discuss the process at the public hearing as well as the proposed map's adherence to the City Resolution which resolved

“that any redistricting plan to be considered and adopted by the Governing Body, shall comply with the U.S. Constitution, the Mississippi Constitution, applicable state and federal law, including the Voting Rights Act of 1965, as amended, and such plan shall also contain contiguous districts within +/- 5% deviation from the ideal district population. In addition to these primary criteria and to the extent practicable, the Governing Body will comply with the Voting Rights Act, will adhere to the constitutional one-person, one-vote rule, and ensure existing minority represented wards will not decrease in number. The Governing Body will also maintain compact ward boundaries and will take all possible measures to keep intact communities with established ties of common interest and association. The Governing Body will also separate incumbents into individual districts, maintain core retention of existing Wards, and, where possible, follow natural geographic boundaries in drawing ward lines.”

Members of the public and the media are welcome to attend. The proposed map and associated demographic information have been enclosed as part of this notice.

Tupelo City - 2020 Proposed Plan (05102023)

Total Population									
	Total	Deviation	% Devn	White alone	% White Alone	Black or African American alone	% Black or African American alone	All Other Races*	% All Other Races*
Ward 1	5,184	-234	-4.3	3,943	76.1%	891	17.2%	350	6.8%
Ward 2	5,643	225	4.2	3,580	63.4%	1,587	28.1%	476	8.4%
Ward 3	5,294	-124	-2.3	2,591	48.9%	2,129	40.2%	575	10.9%
Ward 4	5,293	-125	-2.3	1,658	31.3%	3,130	59.1%	505	9.5%
Ward 5	5,482	64	1.2	3,127	57.0%	1,867	34.1%	488	8.9%
Ward 6	5,380	-38	-0.7	3,974	73.9%	987	18.3%	419	7.8%
Ward 7	5,647	229	4.2	1,486	26.3%	3,568	63.2%	594	10.5%
Total	37,923			20,359	53.7%	14,159	37.3%	3,407	9.0%
<i>Ideal Size</i> 5,418									

Voting Age Population									
	Total	% Total	White alone	% White alone	Black or African American alone	% Black or African American alone	All Other Races*	% All Other Races*	
Ward 1	4,024	77.6%	3,128	77.7%	660	16.4%	236	5.9%	
Ward 2	4,272	75.7%	2,912	68.2%	1,067	25.0%	293	6.9%	
Ward 3	4,135	78.1%	2,229	53.9%	1,562	37.8%	345	8.3%	
Ward 4	3,911	73.9%	1,349	34.5%	2,248	57.5%	314	8.0%	
Ward 5	4,269	77.9%	2,654	62.2%	1,276	29.9%	339	7.9%	
Ward 6	4,299	79.9%	3,295	76.6%	711	16.5%	293	6.8%	
Ward 7	4,038	71.5%	1,236	30.6%	2,452	60.7%	348	8.6%	
Total	28,948	76.3%	16,803	58.0%	9,976	34.5%	2,168	7.5%	

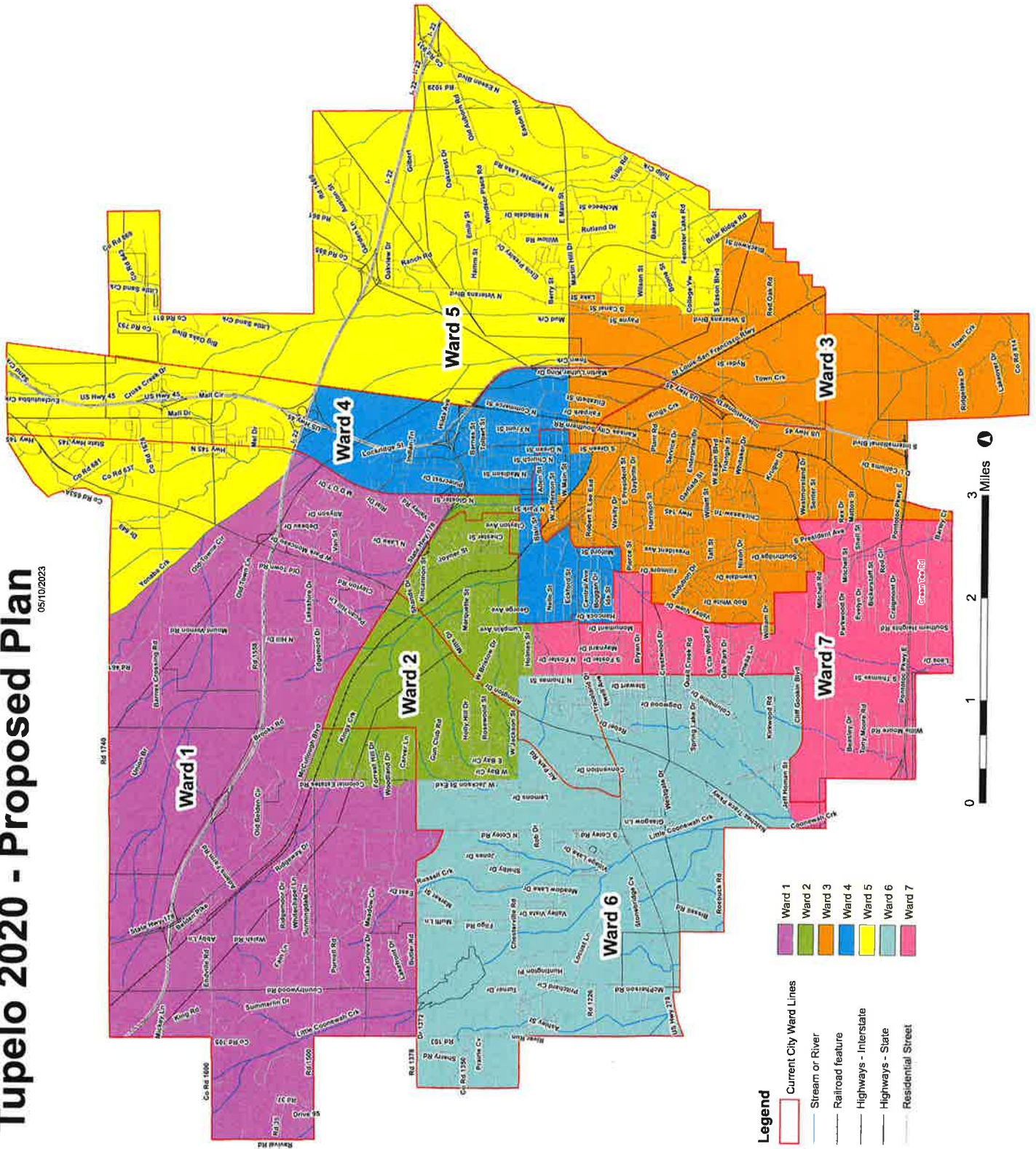
Population Range 5184 to 5647
 Deviation Range -234 to 229
 Absolute Deviation 463
 Percent Deviation -4.3 to 4.2
 Absolute Percent Deviation 9

Source: U.S. Census Bureau, 2020 Census Redistricting Data (Public Law 94-171)

*NOTE: All other races includes those who identify as American Indian and Alaska Native alone; Asian alone; Native Hawaiian and Other Pacific Islander alone; Some Other Race alone; and those who identify as having Two or More Races.

Tupelo 2020 - Proposed Plan

05/10/2023



CITY OF TIPELO ARPA
PROJECT FUNDING

PROJECT NAME	PROJECT COST (Construction + Contingency)	50% Local	50% State	Engineering Costs	New Project Totals	Old Project Totals	Difference in Project Costs	State Match X.4%	Local payment for Local ARPA	ARPA FUND POT
204	Ridgeway Dine Pipe \$384,700.00	\$192,350.00	\$192,350.00	\$45,420.00	\$360,120.00	\$360,120.00	\$0.00	\$14,065.12	\$31,422.88	\$183,772.88
203	Van Buoni Pipe \$394,900.00	\$197,450.00	\$197,450.00	\$66,004.00	\$460,904.00	\$460,904.00	\$0.00	\$18,036.16	\$37,967.84	\$226,417.84
202	City Park Project \$398,200.00	\$199,100.00	\$199,100.00	\$56,472.00	\$454,672.00	\$454,672.00	\$0.00	\$18,168.88	\$38,285.12	\$227,286.12
201	First Circle Pipe \$255,200.00	\$127,600.00	\$127,600.00	\$38,976.00	\$294,176.00	\$294,176.00	\$0.00	\$11,767.04	\$27,208.96	\$154,888.96
200	Gumtree Park Pipe \$635,800.00	\$317,900.00	\$317,900.00	\$80,920.00	\$716,720.00	\$716,720.00	\$0.00	\$28,668.80	\$52,251.20	\$370,512.00
199	Holly Hill Pipe \$336,600.00	\$168,300.00	\$168,300.00	\$49,572.00	\$386,172.00	\$386,172.00	\$0.00	\$15,446.88	\$34,125.12	\$292,425.12
198	Robins Field Pipe \$737,000.00	\$368,500.00	\$368,500.00	\$91,790.00	\$828,790.00	\$828,790.00	\$0.00	\$33,151.60	\$58,638.40	\$427,438.40
196	Rip Rap Lumpkin to Kings \$2,750,000.00	\$1,375,000.00	\$1,375,000.00	\$288,990.00	\$3,038,990.00	\$3,402,000.00	-\$363,010.00	\$121,559.60	\$167,430.40	\$1,542,430.40
195	Sewer Line Pump Station \$4,900,000.00	\$2,450,000.00	\$2,450,000.00	\$436,590.00	\$5,386,590.00	\$4,990,000.00	-\$463,410.00	\$219,463.60	\$223,126.40	\$2,673,126.40
179	Hwy 45 Sewer Outfall \$1,368,762.00	\$684,381.00	\$684,381.00	\$172,424.00	\$1,541,186.00	\$2,920,800.00	-\$1,379,614.00	\$61,617.44	\$110,776.56	\$765,457.56
177	Water Line Lumpkin to Thomas \$660,000.00	\$330,000.00	\$330,000.00	\$83,400.00	\$743,400.00	\$743,400.00	\$0.00	\$29,736.00	\$53,664.00	\$360,664.00
119	Danielle Cove Pipe \$486,000.00	\$243,000.00	\$243,000.00	\$66,600.00	\$552,600.00	\$552,600.00	\$0.00	\$22,104.00	\$44,496.00	\$297,496.00
30	Medical Park Pipe \$216,000.00	\$108,000.00	\$108,000.00	\$34,400.00	\$250,400.00	\$250,400.00	\$0.00	\$10,016.00	\$24,384.00	\$132,284.00
28	Barnes Crossing Box \$810,000.00	\$405,000.00	\$405,000.00	\$102,000.00	\$912,000.00	\$912,000.00	\$0.00	\$36,480.00	\$65,520.00	\$470,320.00
27	Gun Club Road Box \$486,000.00	\$243,000.00	\$243,000.00	\$66,600.00	\$552,600.00	\$552,600.00	\$0.00	\$22,104.00	\$44,496.00	\$297,496.00
26	Mitchell Road Xdrains \$324,000.00	\$162,000.00	\$162,000.00	\$46,800.00	\$372,600.00	\$372,600.00	\$0.00	\$14,904.00	\$33,696.00	\$195,696.00
24	Heen Abers Ditch \$1,339,170.00	\$669,585.00	\$669,585.00	\$154,623.00	\$1,493,793.00	\$1,687,000.00	-\$193,207.00	\$69,751.72	\$94,871.28	\$764,456.28
		\$8,201,166.00	\$8,201,166.00		\$731,028.84				\$1,142,360.16	\$9,343,528.16

Remaining ARPA Funds \$74,933.84

**CHECK INFORMATION FOR COUNCIL MEETING
MAY 16, 2023**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-417754-417756;417757-418102 50002203-50002225

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE: May 16, 2023
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:

WTVA	\$1,000.00	Tupelo Aquatics Center Ad Campaign
CDF	\$10,000.00	Cooper Tire Back-to-Work Celebration
Lee County Courier	\$350.00	Graduation Ad for Tupelo High School



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 16 May 2023

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FOR BVP GRANT AC

Request: Seeking request to submit a Bulletproof Vest Partnership (BVP) grant for 50% funding of the cost of body armor vests purchased for law enforcement officers.

Agency: DOJ, Office of Justice Programs

Grant: Patrick Leahy Bulletproof Vest Partnership (BVP)

Grant #: TBD

Match: This funding serves as a 50% match for funds spent purchasing vests.

Submission Deadline: 26 June 2023



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben Logan, City Attorney
DATE May 11, 2023
SUBJECT: IN THE MATTER OF APPROVING SELECTION OF CONSTRUCTION
MANAGER FOR DESIGNATED ARPA PROJECTS

Request:

The city has solicited Requests for Qualifications (RFQ) for construction management services. All responses from prospective proposers are due May 15, 2023 at 10:00 a.m. These proposals will be reviewed by a selection committee. The selection committee will choose the most qualified proposal and make recommendations to the city council.

A list of the designated ARPA projects is attached. Construction estimates on these projects are estimated to be \$9,000,000. However, no local ARPA funds or MDEQ state matched funds will be used for compensation for these services.

The requirement that ARPA funds be obligated by December 2024 and completed by December 2026, the number of projects being coordinated, and the current demands on city departments and personnel to manage non-ARPA projects and work justifies the need for these services.

BML

**CITY OF TUPELO REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGEMENT SERVICES**

RFQ 2023-031PW

**CITY OF TUPELO REQUEST FOR QUALIFICATIONS TO PROVIDE
ENGINEERING SERVICES FOR ARPA WATER, WASTEWATER AND STORM
WATER INFRASTRUCTURE**

RFQ 2022-031PW

PURPOSE:

The City of Tupelo is seeking Statements of Qualifications from interested construction management firms for the purpose of providing construction management services for a program of work attached as Exhibit “A”.

SCOPE OF SERVICES AND REQUIREMENTS:

The PROJECT consists of two (2) separate groups of storm water infrastructure projects in Tupelo, Mississippi, with a total budget of approximately **\$9,000,000**. All projects must be eligible under the EPA’s Clean Water State Revolving Fund (CWSFR) program, or any other storm water project eligible through ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time by the United States Department of Treasury. ARPA funding for projects comprising this program must be obligated by December 31, 2024 and expended by December 31, 2026. The work covered by this request includes those responsibilities, basic services and any additional services set forth in AIA Document C132 – 2009, particularly Articles 3 and 4 as contained in a final contract. These services will be paid for solely by City local funds and will not use City local ARPA funds or State of Mississippi matching ARPA funds.

GENERAL INSTRUCTIONS:

Method of procurement. The City of Tupelo has determined that Request for Qualifications would be practicable and advantageous to the city and has made that determination based on the nature of the services, i.e. professional services, where quality, availability or capability is overriding in relation to price in procurements for such services.

Submissions: Interested firms are therefore required to submit one original and eight copies of their response marked “City of Tupelo Request for Qualifications to Provide Construction Management Services RFQ 2023-023PW”. Qualifications should be received before **10:00 a.m. on Monday, May 15, 2023**, in the office of the City Engineer, Dennis Bonds, 71 East Troy Street, Tupelo MS, 38804.

Mail responses to:

City of Tupelo

Dennis Bonds, City Engineer

P.O. Box 1485

Tupelo, MS 38802-1485

Hand-deliver responses to:

City of Tupelo

Dennis Bonds, City Engineer

71 East Troy Street

Tupelo, MS 38804

Form of RFP. Qualifications must be clearly identified with “City of Tupelo Request

for Qualifications to Provide Construction Management Services RFQ 2023-023PW” on the front of the sealed envelope along with the firm’s name, address, point of contact, telephone number and email address. Inside the envelope, eight copies of the RFQ response shall be in printed document form and at least one additional copy shall be included on a digital storage device. If corrections or erasures are made to the printed copy, they shall be initialed by the person signing the proposal. No telephone, telegraph, facsimile or email proposal will be accepted. Qualifications submitted after 10:00 p.m. on Monday, May 15, 2023 will not be considered. Responsibility for timely submittal lies solely with the submitting firm.

Pre-submission Conference. A pre-proposal conference will be conducted to answer any questions on **Thursday May 11, 2023** at 10:00 a.m. in Conference Room B, First Floor, City Hall, 71 E. Troy Street, Tupelo, Mississippi. Please advise if arrangements need to be made for teleconferencing.

Pre-selection Discussions. Discussions may be conducted with responsible firms who submit qualifications determined to be reasonably qualified for being selected for award. However, qualifications may be accepted without such discussions. Any discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. In conducting discussions, City will not disclose information derived from competing offers. Firms submitting qualifications will be accorded fair and equal treatment with respect to any opportunity for discussion. Revision of qualifications may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

Selection Criteria. A selection committee will evaluate the qualifications submitted.

If a selection is made, the City of Tupelo will select the proposal or qualifications that, in the opinion of the City Council, shall be the most qualified on the basis of price expressed as a percentage of the total actual construction cost of the program’s projects (30%) technical factors (25%), management factors (40%) and cost factors (5%).

Firms interested in providing these services must submit, as a minimum, the following information to meet these evaluation factors as detailed below:

Price factors –Construction management fees will be expressed as a percentage of the actual construction costs of the project program.

Technical factors - Experience in large and/or complex construction management projects over the past 5 years, particularly projects involving governmental agencies, regulations, contracts and programs; demonstrated understanding of the scope of work and related objectives; demonstrated understanding of ARPA water, wastewater and storm water infrastructure project requirements; demonstrated understanding of the MDEQ MCWI matching grant program [HOME - Mississippi Water Infrastructure \(mswaterinfrastructure.com\)](http://mswaterinfrastructure.com) ; complete and responsive to the specific request for qualifications requirements and past performance where similar qualifications were required.

Management factors - proposed scheduling timeline meet the needs of the city; project management plan, history and experience in performing the work on-time, on-budget and contract-compliant; professional staffing that will be available and dedicated to these projects; and availability measured in terms of location and distance to Tupelo.

Cost factors – Cost of services compared to other qualifications for similar services and adequately explained or documented.

Reservation of Right to Reject. CITY reserves the right to reject any and all submissions of qualifications.

Contract Negotiation. City has identified projects in two groups based on the previous selection of two (2) different engineering firms to perform engineering services within those groups. It is the intention of the City to select one (1) construction management firm to manage the program for all projects. Contract price will be determined by negotiation of fair and reasonable compensation after qualifications are evaluated and the most qualified firms submitting qualifications are selected. Construction management fees may be fixed or expressed as a percentage of the actual cost of the project program. While it is the city's intention to build each project listed in the program, the actual cost of the project program is subject to funding. Consequently fixed or percentage fees proposed for construction management services will be based on actual costs of projects funded and built.

MBE/DBE Policy. The City of Tupelo is an equal opportunity employer. Minority and disadvantaged business enterprises will be afforded full opportunity to submit qualifications in response to this request and will not be discriminated against on any grounds.

EXHIBIT A

GROUP 1

Storm Water:

Robins Field arched pipe repairs	\$ 475,000
Holly Hill pipe project	\$ 200,000
Gum Tree Park pipe project	\$ 200,000
Ford Circle pipe project	\$ 200,000
City Park pipe project	\$ 500,000
Van Buren pipe project	\$ 425,000
Ridgeway Drive pipe replacement	\$ 150,000

GROUP 2

Storm Water:

Haven Acres reshape and rip rap ditch	\$1,350,000
Mitchell Road pipe drain upgrade and replacements	\$ 300,000
Gun Club Road box culvert upgrades	\$ 450,000
Barnes Crossing box culvert upgrades	\$ 750,000
Medical Park pipe replacement	\$ 200,000
Danielle Cove replace pipe and rip rap downstream	\$ 450,000

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 44009	088N3305700	151 CANAL ST	WENSLEY COLLEEN M	POST OFFICE BOX 6474	CONCORD, CA 94524-1474	RS
2. 44011	088N3304700	335 CANAL ST	FAULKNER LLOYD	P O BOX 100	HOUSTON, MS 38851	RS
3. 44015	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	SB
4. 44028	089J3114900	404 N GLOSTER ST	TATE PROPERTIES LP	PO DRAWER B	TUPELO, MS 38802	DS
5. 44032	088J3303600	1250 BERRY ST	BAGWELL CARLTON LEE (DECEASED)	2112 BRYAN DR	TUPELO, MS 38801	RS
6. 44035	089B3013600	1132 HILDA AVE	SCALES MARK	1103 HILDA	TUPELO, MS 38804	SB
7. 44060	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
8. 44065	105D1505100	3091 MOORE AVE	DANCER MCCOY	1103 FILLMORE DR	TUPELO, MS 38801	RS
9. 44072	105D1503500	3064 MOORE AVE	RICHARDSON MEGAN	P O BOX 87	RED BANKS, MS 38661	RS
10 44073	089E3001700	816 CLAYTON AVE	HENSON SLEEP RELIEF INC	PO BOX 728	TUPELO, MS 38802	SB
11						
12						



AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, Interim Director of Development Services
DATE: May 9, 2023
SUBJECT: IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION **DRB**

Request: DRB

The Department of Development Services requests Council approval to demolish substandard structures on the following properties:

1133 Elvis Presley (PARCEL 088F2802600)

1155 Elvis Presley (PARCEL 088F2802700)

1165 Elvis Presley (PARCEL 088F280260H)



HEARING NOTICE

05/02/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 39995

Vs.

VARNELL C. REED

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 Dennis Bonds at 662-841-6510.

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

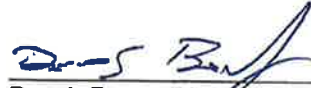
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

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 **1133 ELVIS PRESLEY DRIVE PARCEL #088F-28-026-00, 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 **05/16/2023, in Council Chambers, 2nd floor, City Hall, 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 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.
- 5.

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 2nd day of May, 2023.



**Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi**

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

ADDRESS: 1133 ELVIS PRESLEY DRIVE

BASIC INFORMATION

- ▶ PARCEL: 088F-28-026-00
- ▶ CASE: 39996
- ▶ WARD: 5
- ▶ TAX VALUE: \$25940
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

NEARBY PROPERTIES/ TAXES

Right side:	Blighted Property	\$ 1,720
Left side:	Residence	\$15,480
Rear:	Residence	\$19,530
Across street:	Residence	\$54,990

TAXES/LIENS

Taxes in arrears:	No
No city liens:	No

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 10
- ▶ Current status – Owner appears to have vacated the house.
- ▶ This property has been a problem for many years as owner was a hoarder.

12/30/2021

REED VARNELL C
 1133 ELVIS PRESLEY
 TUPELO, MS 38804



Re: CASE # 39995
 1133 ELVIS PRESLEY DR,
 PARCEL NUMBER: 088F2802600

Dear Property Owner or Tenant,

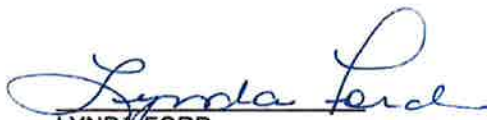
It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties 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 SEE ATTACHED

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:	REINSPECTION DATE:
01/28/2022	01/28/2022

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,


 LYNDY FORD
 Code Enforcement

3401.2 MAINTENANCE (EXISTING STRUCTURES)

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.

PROPERTY MAINTENANCE - OUTDOOR STORAGE**11.6.3(1) Outdoor Storage of Materials**

(a) No storage of any kind shall be permitted on a porch, open carport, or yard, except in an enclosed porch, as defined in Chapter 2 of this Ordinance. No refrigerators or similar appliances, or upholstered furniture, or similar items, may be stored or placed on the porch, unless the porch is enclosed.

(b) No laundry shall be placed on any fence, porch, or clothesline, except in the rear yard.

PROPERTY MAINTENANCE - BUILDING MAINTENANCE

11.6.3(6) Building Maintenance: It shall be unlawful and a violation of this code for any person to erect, maintain, use, place, deposit, cause, allow, leave or permit any of the following on any residential property:

- (a) Any wood surfaces unprotected from the elements by paint or other protective treatment;
- (b) Exterior painted surfaces with loose, cracked, scaling, chipping, or peeling paint, visible from a public area, in such amounts as to present a deteriorated or slum-like appearance;
- (c) Broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance.
- (d) Property owners are responsible for maintenance of property and behavior of tenants in rental property.

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

11.6.3(8) Junk: It shall be unlawful for the owner or occupant of any property within the City to utilize said property for the storage and accumulation of used, discarded or worn out materials or manufactured products, whether reusable or not, including but not limited to appliances, building materials, building rubbish, trash, garbage, waste products, metal products, and similar items.

11.6.3(9) Open Storage: Open or outside storage of materials and products shall be prohibited in all zoning districts except Industrial, if within view from the street or if not screened from the view of neighbors by opaque fencing or landscaping.

PLEASE SEE PICTURES AND CIRCLED AREAS.

1133 ELVIS PRESLEY DR.









HEARING NOTICE

05/02/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 39996

Vs.

**CLIFTON SHIELDS AND AGNES SHIELDS, AS INDIVIDUALS
AND IN THEIR CAPACITY AS TRUSTEES UNDER THE
SHIELDS LIVING TRUST**

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 Tanner Newman at 662-841-6510.

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 **1155 ELVIS PRESLEY DRIVE PARCEL #088F-28-027-00, 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 **05/16/2023, in Council Chambers, 2nd floor, City Hall, 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 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.
- 5.

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 2nd day of May, 2023.



Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

ADDRESS: 1155 ELVIS PRESLEY DRIVE

BASIC INFORMATION

- ▶ PARCEL: 088F-28-027-00
- ▶ CASE: 39996
- ▶ WARD: 5
- ▶ TAX VALUE: \$1720
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

NEARBY PROPERTIES/ TAXES

Right side:	Blighted Property	\$25,940
Left side:	Blighted Property	\$25,940
Rear:	Vacant Property	\$25,940
Across street:	Vacant Property	\$47,510

TAXES/LIENS

Taxes in arrears	No
No city liens	No

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 7
- ▶ Current status – Owner lives two houses down and has a hoarding problem at this address.
- ▶ This property has been vacant for at least three years. It will not pass a rental inspection.

12/30/2021

SHIELDS CLIFTON W & AGNES AS
TRUSTEES FOR SHIELDS LIVING TR
1203 ELVIS PRESLEY
TUPELO, MS 38804

Re: CASE # 39996
1155 ELVIS PRESLEY DR,
PARCEL NUMBER: 088F2802700



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	MAINTAIN BUILDING EXTERIOR AND CLEAN UP; REMOVE OLD DILAPIDATED OUT BUILDINGS
JUNK & ABANDONED VEHICLES	CLEAN UP ALL JUNK AROUND THE HOUSE
OPEN/OUTDOOR STORAGE & LITTER	CLEAN UP ALL MATERIALS AROUND THE HOUSE

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:

REINSPECTION DATE:

Thank you in advance for your compliance. If you have questions, please call 662.231-8563.

Sincerely,


LYNDA FORD
Code Enforcement

CERTIFICATE OF OCCUPANCY
110.1 USE AND OCCUPANCY.

No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a Certificate of Occupancy therefore as provided herein. Issuance of a Certificate of Occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

3401.2 MAINTENANCE (EXISTING STRUCTURES)

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 INCUDED)

PROPERTY MAINTENANCE - OUTDOOR STORAGE

11.6.3(1) Outdoor Storage of Materials

- (a) No storage of any kind shall be permitted on a porch, open carport, or yard, except in an enclosed porch, as defined in Chapter 2 of this Ordinance. No refrigerators or similar appliances, or upholstered furniture, or similar items, may be stored or placed on the porch, unless the porch is enclosed.
- (b) No laundry shall be placed on any fence, porch, or clothesline, except in the rear yard.

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

1155 ELVIS PRESLEY DR.



APPENDIX H





HEARING NOTICE

05/02/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 39998

Vs.

VARNELL C. REED

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 Dennis Bonds at 662-841-6510.

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 **1165 (1405) ELVIS PRESLEY DRIVE PARCEL #088F-28-026-OH, 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 **05/16/2023, in Council Chambers, 2nd floor, City Hall, 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 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.
- 5.

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 2nd day of May, 2023.



Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION**ADDRESS: 1165 (1405) ELVIS PRESLEY DRIVE****BASIC INFORMATION**

- ▶ PARCEL: 088F-280260H
- ▶ CASE: 39998
- ▶ WARD: 5
- ▶ TAX VALUE: \$11250
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

NEARBY PROPERTIES/ TAXES

Right side:	Residence	\$66,090
Left side:	Blighted Property	\$ 1,720
Rear:	Vacant Land	\$25,940
Across street:	Vacant Land	\$47,510

TAXES/LIENS

Taxes in arrears

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 7
- ▶ Current status – absent owner – same parcel as 1133 Elvis Presley Drive
- ▶ The house was unable to pass rental inspection and the owner is not willing to bring it up to code

12/30/2021

REED REX H & VARNELL
1133 ELVIS PRESLEY
TUPELO, MS 38804

Re: CASE # 39998
1165 ELVIS PRESLEY DR,
PARCEL NUMBER: 088F280260H



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	REPAIR EXTERIOR OF HOUSE.
JUNK & ABANDONED VEHICLES	CLEAN UP AROUND HOUSE
OPEN/OUTDOOR STORAGE & LITTER	REMOVE ALL JUNK AND DEBRIS FROM BACK FRONT AND SIDE YARDS

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:	REINSPECTION DATE:
01/28/2022	01/28/2022

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

Lynda Ford
LYNDA FORD
Code Enforcement





**MINUTES OF THE
TUPELO PLANNING COMMITTEE
APRIL REGULAR MEETING
Monday, April 3, 2023
6:00 PM Council Chambers**

CALL TO ORDER

Chair Lindsey Leake called the meeting to order. Committee members Mark Williams, Bentley Nolan, Pam Hadley, Leslie Mart, Patti Thompson, Victor Fleitas, Gus Hildenbrand and Scott Davis were present. Staff members present included City Planner Jenny Savely and Zoning Administrator Russ Wilson. Director of Development Services Tanner Newman was absent. Chair Leake asked Bentley Nolan to open with a prayer and Mark Williams to lead the pledge. Chair Leake then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

REVIEW OF MINUTES

Chair Leake asked if there were any corrections to the minutes. Leslie Mart said that she recalled that Jenny Savely had mentioned that the Chickasaw Study was underway but was not reflected in the minutes for the January meeting. Savely said that she would make sure that was corrected. Scott Davis made a motion to approve the minutes of the January meeting with those corrections, seconded by Bentley Nolan and passed unanimously. Leake then opened the regular session of the meeting asking for a report on Council Actions.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely mentioned that MAJSUB22-05, Maplewood Subdivision had been approved by City Council on February 7th.

OLD BUSINESS

Planner Savely mentioned old business TA-22-02 remains in legal review.

NEW BUSINESS

Savely welcomed new member Victor Fleitas representing Ward 4 to the committee. Past Chair Pam Hadley will be rotating off the leadership but remaining on the committee, Lindsey Leake will now be serving as chair, Bentley Nolan will serve as Vice Chair, Mark Williams will then be next to advance to Vice Chair at the end of this next year.

Leake announced the first item on the agenda, FLEX23-01, Lakefront Gardens requests to add an 8th duplex on the property which requires a modification to an existing site plan. He asked the applicant to come forward. Mark Summers, representing Lakefront Gardens. Savely mentioned that previously Summers development was approved as FLEX20-02 at 1030 South Veterans in June of 2020. Due to Covid-19 the project had been delayed. He seeks to add an additional duplex to the plan. Thus two things are needed. Approval of modifications to the

Major Site Plan moving landscaping and adding one more unit, and a Flexible Variance is needed to increase density to 16 total dwellings on this 1.33 acre lot.

Staff recommends approval of the site plan and adding in landscaping around the northern side. Chair Leake mentioned that the first item to review would be the Major Site Plan.

Since there was no one from the public to offer input, Chair Leake opened the floor for discussion between committee members. Leslie Mart mentioned after making a site visit, she had concerns about access for fire trucks and a turnaround. Savely mentioned that Fire would review the plans for compliance before construction begins. Summers said there would be more than 22 feet and the 96 foot turning radius available. Mart also asked where the HVAC units would be installed. Summers said in the back of the units. Mart asked about distance between buildings. Savely mentioned 10 feet is required between buildings. Hildenbrand asked about parking requirements. Wilson explained parking requirements had been met. Mart expressed concerns about dimensions on the drawings and landscaping placement. Savely explained landscaping requirements for modified site plans that have already been approved. Summers mentioned that there is more landscaping than is included on the drawings saying it was only required previously to show typical landscaping on two of the units with the understanding that all of the units would be landscaped in a similar fashion and explained that in more detail in response to Mart's questions. Fleitas asked for confirmation that there were 25 parking spaces on the plan. Summers confirmed. Mart asked about green space. Summers said the "garden" was west of the southwest-most building, a 25 x 70 foot area next to the road. Mart expressed concerns about parking, space between buildings, layout of the buildings, location of the HVAC units. Hildenbrand mentioned that all of this had been approved before in 2020. Scott Davis said, so if this is approved, and the Fire Department sees something out of line, it will have to be changed? Savely said that if this has to be amended, it will come back to the committee. Wilson stated that it had already been before the Plan Review team and approved. Davis said that the details are left up to Plan Review, the committee looks at the big picture. Fleitas clarified that what we are approving is going from 7 to 8 units with this preliminary site plan with a firm understanding that the ultimate approval will be with the city and fire department addressing Ms. Mart's concerns which will still have to be addressed within code before construction can begin. Savely agreed. Leake asked for a motion. Wilson added that the construction permits have been signed off on for the first seven units, so the only one in question would be the new unit #8. Williams asked is parking was being considered for all or just number 8, Wilson said unit 8 is the only one and it's ready to go. This will then all go before Plan Review one last time to check all of this in totality. Patti Thompson then asked if the scope of the decision tonight is just to give it the go ahead on allowing an 8th unit so they can start looking at the other things that go with it. Mart once again expressed her concerns. Savely said that's why you are being asked to review the density also at the higher level. A motion to approve the modification of a major site plan was offered by Gus Hildenbrand, seconded by Patti Thompson. All in favor except Leslie Mart voted No. The Flexible Use to allow duplexes was brought up for a motion just so it was on the record. Mart made the motion to approve, seconded by Pam Hadley and approved unanimously. Then a motion was made to approve the flexible variance to increase 12 units per acre for a total of 16 units by Mark Williams, seconded by Scott Davis, all approved except Mart who voted against.

Savely then advised the applicant of the next steps.

Chair Leake then announced the next item on the agenda, FLEX23-02, Change of a Non-Conforming fence at 2215 Reagan Cove. Melvin Orr came forward to present his application. Mr. Orr said that his existing fence encloses a pool in the back yard and is in need of repair. He wants to redo the fence but found out that he has two front yards on his corner lot. The Nixon Street side has 80 feet of 6 ft. tall fence which is 10 feet off Nixon. He wants to move it back off of Nixon another 16 feet and keep a wrought iron gate adjacent to the house, but is requesting to be allowed to exceed the 4ft max height in this front yard by installing an 8 ft. fence there so they can have privacy for the pool. Wilson stated that there was not a drawing for the proposed fence, that it was simply 16 feet further back from the street, which would put it a total of 24 feet from the curb. Mart asked that it looked like the neighbor on the east side was doing something there. Orr said that he wanted to go 8ft in height on the east side because some of the previous trees and shrubs had been lost when they died from the freezing temps and beetle infestation last year. Mart confirmed that he was just wanting to replace what he has currently got with new fence, but moving it back 16 feet further on the Nixon side. Orr agreed. Hildenbrand asked if that was tornado damage and Orr replied no.

Leake asked if anyone wanted to speak to the issue. Wilson said that 59 letters went out and only one call came in for clarification. Savely explained the reason the fence is non-conforming and the change being requested. A motion to approve was made by Mark Williams, seconded by Bentley Nolan. All voted in favor so the approval was unanimous. Savely advised the applicant of their next steps.

FLEXVAR23-01 – 589 North Coley Road, adding electronic media to a non-conforming multi-tenant sign. Adam Cleveland, 1979 North Coley Road wants to add an LED reader board to a non-conforming sign. Mart asked if there were any residences nearby. Cleveland said this is the location just north of Chesterville Road. Wilson stated that 6 letters went out to adjacent property owners. Mart asked for clarification. Cleveland mentioned that they wanted to update the multi-tenant panels as well as the “LQ portion” and then add electronic media, or a digital reader board measuring 65 inches by 17 feet underneath the top LQ portion. Wilson stated that the board is a high quality Watchfire brand board. Hadley asked if they were putting landscaping at the base. Cleveland replied yes. Mark Williams noted that there was a planter at the base. Cleveland said they were going to modify that to work better for permanent landscaping instead of placing potted plants. Fleitas asked if the Airport Authority needed to approve this. Wilson stated that this was not required until the height gets to 100-200 feet, and that the height will remain the same at 30 feet, which is the same height that is allowed for a multi-tenant sign with 2+ tenants. Savely stated that the recommendation was that the lighting be 4,000 kelvin or less at this location. Wilson stated that he spoke with the sign company that assured him that the sign is capable of automatically controlling these specifications during all times of the day in bright light or at night. Cleveland agreed that this was fully compatible with any standards required. Leake closed the public input portion. Wilson said that a letter did go out to the Airport Authority and no response was received. Patti Thompson made a motion to approve and Leslie Mart seconded, with the vote unanimous

for approval. Savely advised the applicant of next steps. And Savely clarified that the approval also included the landscape requirements, and that was unanimous to include the previously stated landscaping.

Leake moved on to the next application, FLEXVAR23-02, 1890 McCullough Boulevard, calling the applicant forward. Josh Roberson was asking for a variance on the required lot width for a two lot minor subdivision at 1890 McCullough Boulevard. This development originally started out as a one lot project with two buildings on one block of land. One of the businesses decided that they wanted to own the property instead of leasing, thus the need to divide the parcel, which required dividing the lots in a manner which left the shared parking on the other lot. The access isn't actually off of McCullough, but off of a drive to the west side of the two lots. MDOT would not allow additional curb cuts on McCullough thus dictating that access come off of a shared drive that Storage City also uses.

Mart asked who owned the drive. Roberson said they had an irrevocable easement from Storage City to use the drive. Wilson said that this was really a technicality since frontage is defined in the code as being off of a city street, not on a drive. Savely explained the principle and stated that the City recommends approval since the easement runs across the front of both lots. The developer said there are several easements that run with the property via deeds so that these will not cause any problems going forward. Mart asked about the use of the buildings. Roberson stated one was a crossfit gym and the other a shell building possibly a multi-tenant office building. Mart asked about Plan Review for parking. Wilson explained the way that parking is allocated by use and that the proposed uses would have to follow available parking. Savely mentioned that a landscaping plan was included. Wilson stated that 15 letters went out with only two question calls for clarification. Mart asked about the house that had been on the lot. Roberson said there was a house on a lot just east of their lot. Wilson explained that this house could probably not be used as a residence in the future due to the renovation costs exceeding 50% of the assessed value. Mart asked about buffers required. Wilson and Savely both mentioned that no buffer is required because both lots are zoned similar off of McCullough, but there is residential to the north, but Storage City owns a portion in between. Savely mentioned that the Land Development permit allowed cutting of most of the previous trees and that a 10 foot buffer was left. Leake closed the public input section and opened the meeting for committee discussion. Mart asked a question about setbacks in MUCC. Usually developers clear it out and then landscape back when building. Leake asked for a motion. Bentley Nolan moved to approve, Pam Hadley seconded the motion, with all in favor of approval. Savely informed the applicant of the next steps. Thompson asked if there was anything on the agenda for May. Savely mentioned three possible applications.

Chair Leake mentioned that the next work session will be Monday, April 24th at 5:15 PM, and the regular planning committee meeting will be scheduled for Monday, May 1st at 6 PM. There being no further business, Patti Thompson made a motion to adjourn which passed unanimously.



Tupelo Major Thoroughfare Program Minutes

Date: 3/13/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:00 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Terry Bullard Robin Haire Jon Milstead Greg Pirkle Danny Riley
Ernie Joyner Bill Cleveland CW Jackson Dan Rupert

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Drew Robertson George Jones Charlotte Loden Drew Robertson Stuart Johnson
Ted Roach

OTHERS PRESENT:

Dennis Bonds Brent Spears Kim Hanna Don Lewis Janet Gaston
John White Tyler Hathcock

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the February 13, 2023 Major Thoroughfare Program regular meeting. Ernie Joyner made a motion to accept the minutes. CW Jackson seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending February 28, 2023. Beginning Cash Balance was \$4,225,335. Total Revenue from Interest Earned was \$248. Total Expenditures for February was \$78,801. Payments included \$8,657 for Personnel Cost, \$70,144 for Eason – Veterans to Briar Ridge. Ending Cash Balance for Phase VII is \$7,009,713.

Current Projects

Dennis Bonds reviewed updates on the current projects

- Maintenance Work
- Eason Blvd (Veterans to Briar Ridge)
 - Contractor continues working on driveways and intersection of Eason and Briar Ridge.
- Thomas St to Lumpkin Ave
 - Met with owners on March 2nd at the Bel-Air Center.
- Update on Main Street Safety Improvements Project
 - Bids on Friday. Money will come out of Maintenance Fund.
- Veterans (Main to Hamm)
 - Bid opened on February 28 low bidder was Hodges Construction at \$1,814,124.47. This was BELOW the Engineer's Estimate of \$2,220,217.20. City Council awarded this at the 3/7 Meeting.
- MDOT Projects
 - Work has begun on their McCullough Blvd job (Mt. Vernon to I-22)

Open Discussion

Discussion of Thomas St to Lumpkin Ave

Greg Pirkle asked if the ROW could be flagged to show owners what they would be signing.

He also asked John White to look again if the road could be narrowed. John White thinks it is as narrow as we can go.

Don Lewis asked about ICM Construction regarding the Acquisition of Easements Proposal. He asked if they wanted to use them.

Greg Pirkle said as long as they were trying to get property donated and wouldn't be able to negotiate price.

Robin Haire said thinks we should give them to next meeting to decide if not move on and spend money elsewhere.

With no further business to discuss, the meeting was adjourned.

Chairman Greg Pirkle

Recorded by Brent Spears

Submitted by Dennis Bonds



Tupelo Major Thoroughfare Program Minutes

Date: 4/20/2023 **Time:** 4:31 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:09 PM

ROLL CALL: Jennifer Roberson

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Robin Haire Raphael Henry (Zoom) C W Jackson Jon Milstead Drew Robertson Dan Rupert
Stuart Johnson Greg Pirkle Danny Riley Ted Roach Ernie Joyner Charlotte Loden

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Terry Bullard Bill Cleveland George Jones

OTHERS PRESENT:

Brent Spears Jennifer Roberson Kim Hanna Don Lewis Janet Gaston John White
Charles Johnston Mary Johnston

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the March 13, 2023 Major Thoroughfare Program regular meeting. The following corrections were made: Drew Robertson and Ted Roach, previously marked as not present, were both marked as present via Zoom. With those two corrections, Dan Rupert made a motion to accept the minutes. Robin Haire seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending March 31, 2023. Beginning Cash Balance was \$7,009,713. Total Revenue from Interest Earned was \$358. Total Expenditures for January was \$170,380. Payments included \$8,643 for Personnel Cost, \$57,291 for Maintenance Cost and \$104,446 for Eason – Veterans to Briar Ridge. Ending Cash Balance for Phase VII is \$7,886,845.

Current Projects

Brent Spears reviewed updates on the current projects

- Maintenance Work
 - Mill & overlay Bids open this Friday, April 14th.
- Eason Blvd (Veterans to Briar Ridge)
 - Finish Eason & Briar Ridge Intersection, remaining driveways, set mast arms, paving work and striping
 - Start concrete work on April 11th
 - Timeframe for completion is the end of June
 - John is meeting with Dennis Tuesday morning, April 11th, to look at an underground fiberoptic cable
 - Plan on finishing the driveway by the end of this week
 - No issues with traffic
- Update on Main Street Safety Improvements Project
 - Bid was rejected at last Tuesday's Council meeting (April 4th)
 - Low bid of \$1,158,910, Engineer's Estimate was \$635,163.
 - Plan to rescope the project and determine next steps.
 - Talk of doing some in-house work with Public Works
 - Sidewalk bid was 4 times the normal sidewalk bid
- Veterans (Main to Hamm)
 - Work to begin next Monday, April 17th
 - Construction signs being put up today, April 10th
 - This project will probably finish early with no issues
- Thomas St to Lumpkin Ave
 - Met with ICM about contacting owners for donation of R.O.W. and easements.
 - Per Robbie Sandlin, he plans to have meetings with property owners this week.
 - Don Lewis said Robbie has not had a chance to meet with anyone but will probably know where they are at next week.
 - No additional documents recorded as of last Wednesday
 - Pirkle said the committee will give this project another month
 - Next month the committee will know if they can do this project or if they will need to move on to another section of Jackson St.
 - This will give them a chance to meet with the land owners
- MDOT Projects
 - Work continuing on the McCullough Blvd Job (Mt. Vernon to I-22)

Open Discussion

Charles Johnston and Mary Johnston attended the Major Thoroughfare Meeting to discuss the possibility of a third lane being added near their home on Jackson St. Greg Pirkle opened the discussion and the Johnstons, and others in attendance, discussed the advantages and disadvantages of the third lane.

With no further business to discuss, the meeting was adjourned.



Chairman Greg Pirkle



Recorded by Jennifer Roberson

Submitted by Dennis Bonds

Task Force Agreement Pertaining to Use of Tupelo PD Body-Worn Cameras by Deputized Task Force Officers

This Agreement is between the Drug Enforcement Administration (DEA) and the Tupelo Police Department. In addition to the task force named, this Agreement also applies to all deputized officers of Tupelo Police Department, including those granted case-specific or emergency deputizations. Pursuant to Executive Order 14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety; Memorandum from Deputy Attorney General Lisa Monaco, Body-Worn Camera Policy, June 7, 2021 (DOJ Policy); DEA's Body Worn Camera Policy; and the most current Task Force Agreement between DEA and Tupelo Police Department (TFO Agreement), Tupelo Police Department has advised DEA that it will require its deputized officers participating in the Task Force or otherwise deputized by DEA to use Body-Worn Cameras (BWCs) owned and issued by Tupelo Police Department. This agreement governs that use only; it does not govern BWCs owned and issued by DEA to deputized officers of Tupelo Police Department. No Task Force Officer (TFO) shall be permitted to participate in any DEA operation that requires the use of BWCs, as outlined in DEA's BWC Policy until this agreement is ratified.

The Parties hereby agree that the most current version of DEA's BWC policy shall govern TFO BWC usage, even those not specified herein, to include the following:

- I. Task Force Officers (TFOs) will adhere to DOJ Policy and DEA's Body-Worn Camera Program Policy contained in the DEA Agents Manual (AM) § 6125 (attached to this Agreement), and other applicable DEA policies and procedures.
- II. Tupelo Police Department confirms that prior to executing this agreement it has provided to DEA details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFO's use of BWCs, including any retention policies.
- III. Use of BWCs During Federal Task Force or Other Federal Operations:

TFOs will be allowed to wear and activate their BWC recording equipment in accordance with AM § 6125 and other applicable DEA policies.

 - A. TFOs will follow the provisions set forth in this agreement for use of BWCs, as more fulsomely articulated in the attached BWC Policy, and the provisions of this agreement will supersede any conflicting provision in the agency's policy for TFOs while serving on the federal Task Force.
 - B. TFOs may possess and use only one agency-issued and agency-owned BWC, under this agreement. TFOs will not be allowed to possess or use any privately owned BWC. TFOs may only wear one BWC, either one issued by the Parent Agency *or* one issued by DEA.

- C. In the event a TFO's BWC is not working or inoperable due to a technical problem or cannot be used due to physical damage, and, in the judgement of the Task Force supervisor, delaying the operation to repair or obtain a replacement BWC is not practical or would impair the operation, the TFO may participate in the operation without using a BWC.
 - D. Even when BWC use would be permissible in the circumstances set forth in Section III.A above, consistent with DEA BWC Policy, TFOs are prohibited from intentionally recording unless unavoidable to comply with the recording requirements of the BWC policy:
 - 1. Undercover personnel;
 - 2. Confidential informants or confidential sources;
 - 3. On-scene witness interviews prior to or after the operation; or
 - 4. On-scene actions by any non-law enforcement persons who are assisting law enforcement personnel prior to or after the operation.
- IV. Tupelo Police Department Internal Controls:
- A. Chief John Quaka will serve as a point-of-contact (POC) for DEA on BWC matters.
 - B. Tupelo Police Department will notify DEA of any change in state or local law that will modify how DEA TFOs must use BWCs or will affect release or redaction of BWC recordings from TFO BWCs made while working under federal authority on behalf of DEA. DEA will notify Tupelo Police Department of any changes in federal law, DOJ policy, or DEA policy that will modify how DEA TFOs must use BWCs or will affect release or redaction of BWC recordings from TFO BWCs made while working under federal authority on behalf of DEA, and will provide Tupelo Police Department with a copy of the updated policy.
 - C. Tupelo Police Department will notify and consult DEA prior to making any change in agency policy that will affect the storage, release, or redaction of TFO BWC recordings.
 - 1. For purposes of this agreement, the term "TFO BWC recordings" refers to audio and video recordings, and associated metadata, from BWCs owned and issued by Tupelo Police Department made while the deputized TFO is working under federal authority.
 - D. Tupelo Police Department will provide training to DEA task force personnel on the BWCs to familiarize them with the capabilities and operation of BWCs used during task force activities. DEA will provide training to deputized task force officers in DOJ and DEA policy regarding use of BWCs while working under federal authority.
 - E. Tupelo Police Department will allow DEA Task Force supervisors to make decisions about recording or not recording under the same circumstances that Tupelo Police

Department supervisors are allowed to make such decisions. Tupelo Police Department will provide training to DEA personnel as needed to implement this.

V. Handling of BWC Recordings Made During Federal Task Force or Other Federal Operations:

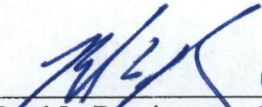
TFO BWC Recordings Made During Federal Task Force or Other Federal Operations will be handled in accordance with DEA's BWC and other applicable DEA policies.

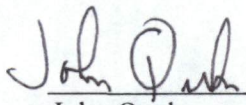
- A. Expedited Public Release: The procedures governing the expeditious release of TFO BWC footage will occur in accordance with DEA's BWC Policy and other applicable DEA policies.
- B. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information, the premature disclosure of which could reasonably be expected to interfere with enforcement proceedings, and as potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination (including but not limited to 28 C.F.R. Ch. 1, Pt. 16, Subpart B ("Touhy Regulations")); and therefore deemed privileged absent appropriate redaction prior to disclosure or dissemination.
- C. If a TFO BWC recording involves a "reportable incident" as defined in AM 6114.2 et. seq., or involves another time-sensitive or urgent situation, Tupelo Police Department will provide DEA copies on an expedited basis, including during non-business hours.
- D. Tupelo Police Department will provide witnesses as needed to authenticate TFO recordings in DEA cases.
- E. Tupelo Police Department will inform DEA of the length of time TFO BWC recordings will be retained by the agency before deletion. Tupelo Police Department will honor any request by DEA to retain the TFO BWC recordings for a longer period of time.
- F. The Tupelo Police Department will restrict access to TFO BWC recordings within the agency as mutually agreed between DEA and Tupelo Police Department.
- G. Tupelo Police Department will notify DEA immediately of any unauthorized access to TFO recordings discovered by the agency.
- H. Tupelo Police Department will cooperate fully with DEA in the investigation of any unauthorized access to or disclosure of TFO recordings, including providing DEA the name(s) of any agency personnel determined by the agency to be involved in unauthorized access, copying, or disclosure.

- I. Tupelo Police Department will notify DEA as soon as possible regarding any request or demand for release or disclosure of TFO recordings, including but not limited to subpoenas, discovery demands or motions, open record/freedom of information requests, media requests, or union or other professional association requests.
- J. Tupelo Police Department will assist in the redaction of any video or audio portion of TFO recordings as requested by DEA prior to public release unless doing so would violate a federal court order. Redactions will be determined in accordance with DEA policy.

VI. Effective Date, Modification, and Termination:

- A. This agreement shall become effective when both Parties have signed it, and, unless amended or terminated in accordance with Sections VI.B or VI.C, shall remain in effect for the duration of the referenced Task Force Agreement and any successor Task Force Agreement(s).
- B. This agreement may be amended in writing by mutual agreement of the Parties.
- C. Either Party may terminate this agreement by providing written notice of same at least thirty (30) days in advance to the other Party. If this agreement is terminated, Tupelo Police Department will provide DEA with TFO BWC recordings made while the agreement was in effect and still in the custody and control of Tupelo Police Department, and continue to adhere to the provisions of the agreement relating to the storage, handling, dissemination, and release of such TFO BWC recordings.

 6-13-23
 Brad L. Byerley Date
 Special Agent in Charge
 New Orleans Field Division
 Drug Enforcement Administration

 5/4/2023
 John Quaka Date
 Chief
 Tupelo Police Department

✓ JQ
 () The Tupelo Police Department does not require Narcotics Agents/Investigators to wear body worn cameras on enforcement operations. Therefore, Tupelo PD personnel assigned to the DEA Task Force will not have a Tupelo PD body worn camera on any DEA operation.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE May 5, 2023
SUBJECT: IN THE MATTER OF DONATED LEAVE REQUEST - 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 her earned accrued leave. Leesha Faulkner had a two major surgeries and has been off work since February 13, 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.



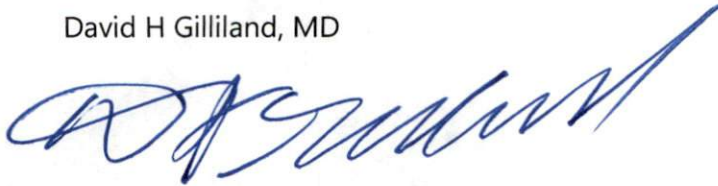
05/04/23

Leesha Faulkner
1214 Marshall St
Tupelo MS 38804

To Whom It May Concern:

This is to certify that the above patient was under my professional care from 02/09/2023, and had two surgeries on 02/13/2023 and 02/22/2023 as a result of a catastrophic illness. At the present time patient will need to be off work for recovery 6 months to a year.

David H Gilliland, MD





AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Fifth (5th) day of April in the year Two Thousand Twenty-three (2023)
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

The City of Tupelo
Post Office Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485
Telephone Number: (662) 841-6513
Fax Number: (662) 840-2075

and the Contractor:
(Name, legal status, address and other information)

Timmons Electric Co., LLC
4855 Cliff Gookin Boulevard
Tupelo, Mississippi 38801
Telephone Number: (662) 844-4053
Fax Number: (662) 620-0803

for the following Project:
(Name, location and detailed description)

Re-Bid
The City of Tupelo
Fairpark Restroom Pavilion
Tupelo, Mississippi
Bid Number 2023-013FP
PryorMorrow Project Number 2022507
Project Location: Fairpark, 71 East Troy Street, Tupelo, Mississippi 38804
Project Description: The project is a new restroom pavilion for The City of Tupelo located at Fairpark.

The Architect:
(Name, legal status, address and other information)

PryorMorrow PC
Post Office Box 7066
1150 South Green Street, Building 1, Suite F (38804)
Tupelo, Mississippi 38802-7066
Telephone Number: (662) 840-8062
Fax Number: (662) 840-8092

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

APPENDIX M

(947482230)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Architect on behalf of the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than One hundred fifty (150) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable.	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Three Hundred Sixteen Thousand Six Hundred Forty-eight Dollars and Twenty-three Cents (\$ 316,648.23), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not applicable.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Not applicable.		

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
(1) Allowance for latent conditions	\$15,000.00
(2) Allowance for purchase and delivery of face brick	\$550.00 per thousand
(3) Allowance for Best cylinders and cores keyed to the Owner’s specifications and installation of permanent cores by Best representatives	\$1,500.00
(4) Allowance for exterior door signage	\$1,000.00
(5) Allowance for finish hardware and electronic locking devices and controls	\$10,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not applicable.		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

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The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. ~~as follows~~

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than days after the Architect receives the Application for Payment.~~

The Contractor's Applications for Payment shall be submitted on or before the fifteenth (15th) day of each month. Any application not submitted on or before this date may not be processed or certified until the following month.

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the certified Application for Payment from the Architect. Payment shall not be considered late until thirty (30) days after the Owner's receipt of the certified Application for Payment from the Architect.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

Init.

- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall be five percent (5%) of the contract sum. Until final payment, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Retainage may be reduced on public projects (as defined by the Mississippi Code Annotated § 31-3-1) in accordance with the provisions of the Mississippi Code Annotated § 31-5-33. On private projects, retainage will not be reduced prior to final payment.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Refer to § 5.1.7.2.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment. ~~as follows~~

§ 5.3 Interest

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

All payments or monies owed the Contractor shall be paid when due and payable under the terms of the Contract. If they are not paid within Forty-five (45) calendar days from the day they were due and payable, then they shall bear interest from the due date until paid at the rate of One percent (1%) per month until fully paid.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not applicable.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Neal McCoy
Executive Director
Tupelo Convention and Visitors Bureau
Post Office Drawer 47
399 East Main Street (38804)
Tupelo, Mississippi 38802-0047
Telephone Number: (662) 841-6521
Fax Number: (662) 841-6558

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mike Timmons
Managing Member
Timmons Electric Co., LLC
or the individual(s) designated by Mr. Timmons
4855 Cliff Gookin Boulevard
Tupelo, Mississippi 38801
Telephone Number: (662) 844-4053
Fax Number: (662) 620-0803

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable.

§ 8.7 Other provisions:

Not applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 11:40:02 ET on 04/05/2023 under Order No.3104237894 which expires on 01/18/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

APPENDIX M

(947482230)

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Not applicable.

.5 Drawings

Number	Title	Date
Refer to the attached Exhibit "B."		

.6 Specifications

Section	Title	Date	Pages
Refer to the attached Exhibit "A."			

.7 Addenda, if any:

Number	Date	Pages
(1) Addendum Number 1	February 24, 2023	Two (2)
(2) Addendum Number 2	March 16, 2023	Five (5)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Project Manual	Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion	February 13, 2023	Sections 00 01 10 – 01 78 36

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

(1) Exhibit "C": Proposal Form/Bid Package dated March 21, 2023, and submitted by Timmons Electric Co., LLC.

(2) Exhibit "D": Mandatory addendum to all contracts with The City of Tupelo dated August 2019 and

provided to the Architect by Ben Logan, Attorney for The City of Tupelo.

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Todd Jordan, Mayor
(Printed name and title)


CONTRACTOR (Signature)

Mike Timmons, Managing Member
(Printed name and title)

Init.

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EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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None

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None

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None

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None

EXHIBIT "A"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

APPENDIX

Appendix "A" Mandatory Addendum, Owner-Contractor Agreement

END OF SECTION

EXHIBIT "B"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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EXHIBIT "B"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

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END OF SECTION

EXHIBIT "C"

#5087

2202507 The City of Tupelo, Fairpark Restroom Pavilion (REBID)

Received March 21, 2023 1:58pm CDT

Timmons Electric Co., LLC

Certificate of Resp # 21683-MC

Contact Mike Timmons

Address 4855 Cliff Gookin Blvd
 Tupelo, MS 38801

Phone 662-844-4053

Email timmonselectric@comcast.net

Attachments





-  Bid Bond Email.jpg (421.2 KB)
-  Bid Form.pdf (126.1 KB)
-  COI Tupelo.pdf (287.6 KB)
-  Power of Attorney.pdf (622.4 KB)

EXHIBIT "C"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

SECTION 00 41 13

BID FORM

Tuesday, March 21, 2023

Certificate of Responsibility Number: 21683-MC

Proposal of: Timmons Electric Co., LLC

Project: Re-Bid
The City of Tupelo
Fairpark Restroom Pavilion
Tupelo, Mississippi
Bid Number 2023-013FP
PryorMorrow Project Number 2022507

Owner: The City of Tupelo
Post Office Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485

The receipt of the following Addenda to the Contract Documents is hereby acknowledged:

Addendum No. 1 Date 2/24/23 Pages: 2 Addendum No. ___ Date ___ Pages: ___

Addendum No. 2 Date 3/16/23 Pages: 5 Addendum No. ___ Date ___ Pages: ___

Addendum No. ___ Date ___ Pages: ___ Addendum No. ___ Date ___ Pages: ___

Having carefully examined the Contract Documents entitled Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion, prepared by PryorMorrow PC, and dated February 13, 2023, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

BASE BID: Complete construction on an Owner-prepared site as indicated in the Contract Documents.

THREE HUNDRED SIXTEEN THOUSAND SIX HUNDRED DOLLARS (\$ 316,648.23)
FOUR EIGHT DOLLARS + 23/100

SUBSTANTIAL COMPLETION: Time is an important consideration on the project. The project shall be substantially complete within one hundred fifty (150) calendar days from the date of the Notice to Proceed.

LIQUIDATED DAMAGES: The Owner will deduct \$150.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

CHANGES TO THE WORK: The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed

EXHIBIT "C"

2022507 – Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion

percentage fee. The undersigned proposed a fixed percentage fee of 8 % for changes that add to, or increase, the scope of work and 0 % for changes that reduce the scope of work. Refer to Section 00 73 00, 7.3.11.

The Contractor represents that it has (1) examined all available records and data furnished by the Owner and the Architect and has from such examination informed itself fully concerning all surface conditions in connection with the work and the services to be performed hereunder, (2) determined that the site of the work is satisfactory in all respects for the work, and (3) read the Contract Documents and is fully cognizant of and is familiar with all of the terms and conditions thereof.

Respectfully Submitted:

Signed:

Mike Timmons

Print Name:

Mike Timmons

Title:

Managing Member

Address:

4855 Cliff Gookin Blvd, Tupelo, MS 38801

*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION



EXHIBIT "C" CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2023

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).

PRODUCER Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802	CONTACT NAME: Kim Roberts PHONE (A/C, No, Ext): (662) 842-1321 FAX (A/C, No): (662) 842-1433 E-MAIL ADDRESS: kroberts@renasant.com
INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A: Tri-State Insurance Co of Minnesota NAIC # 31003
Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801	INSURER B: Wesco Insurance Company NAIC # 25011
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** MASTER WC/GL 22' **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ADV4474086	06/13/2022	06/13/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	WWC3622820	01/08/2023	01/08/2024	<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

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

CERTIFICATE HOLDER City of Tupelo 71 E 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
--	--

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EXHIBIT "C"

From: Sam Derby <sderby@fcci-group.com>

Sent: Friday, March 17, 2023 2:28 PM

To: Dennis Hall <DHall@renasant.com>

Subject: [EXTERNAL] TIMMONS ELECTRIC - FAST LANE SUBMISSION - 3/21/23 BID BOND NEED - \$315M - CITY OF TUPELO - FAIRPARK - FCCI OFFER OF SURETY SUPPORT

Importance: High

Good afternoon.

Thank you for the update.

Bid bond approved.

CONDITIONS

If low bidder and awarded the contract:

- **A flat 3% rate will be charged on the total contract value.**
- **We will obtain a properly executed FCCI Indemnity Agreement which will include Timmons' corporate indemnity and Mike Timmons' personal indemnity prior to the release of the performance and payment bonds.**
- **All additional bonded work will be considered on a job-by-job basis.**

Sam Derby

Regional Contract Surety Manager

FCCI Insurance Group

1020 Highland Colony Parkway

Suite 800

Ridgeland, MS 39157

EXHIBIT "C"



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Barbara Tidwell; Danny J Turner; Kristi P Pittman; W T Dalton Jr; Casey M Etheridge; Ricky E James; Jennifer McKee

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch, President FCCI Insurance Company



Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

State of Florida County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

State of Florida County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow, Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this ___ day of ___

Christopher Shoucair, EVP, CFO, Treasurer, Secretary FCCI Insurance Company

EXHIBIT "D"

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

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 (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).

EXHIBIT "D"

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. 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).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. 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).
14. 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).
15. 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.

EXHIBIT "D"

16. 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).

17. 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

18. 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



AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)
Timmons Electric Co., LLC
4855 Cliff Gookin Boulevard
Tupelo, Mississippi 38801

SURETY:

(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:

(Name, legal status and address)
The City of Tupelo
Post Office Box 1485
71 East Troy Street
Tupelo, Mississippi 38802-1485

CONSTRUCTION CONTRACT

Date: Fifth (5th) day of April in the year Two Thousand Twenty-three (2023)

Amount: Three Hundred Sixteen Thousand Six Hundred Forty-eight Dollars and Twenty-three Cents

Description: *(Name and Location)*

Re-Bid, The City of Tupelo, Fairpark Restroom Pavilion, Tupelo, MS
The project is a new restroom pavilion for The City of Tupelo located at Fairpark
Bid Number 2023-013FP

BOND

Date: April 21, 2023

Amount: \$316,648.23

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: Timmons Electric Co. LLC *(Corporate Seal)*

X: *M. Timmons* owner
Name and Title:

SURETY

Company: *(Corporate Seal)*

X: *Casey M. Etheridge*
Name and Title: Casey M. Etheridge, Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Renasant Insurance
P O Box 1808
Tupelo, MS 38802

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

Pryor Morrow PC
P O Box 7066
1150 South Green Street, Building 1, Suite F
Tupelo, MS 38802

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract:

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from 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.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)
FCCI Insurance Company

X: _____
Name and Title:

X: _____
Name and Title:



AIA DOCUMENT A312-2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Timmons Electric Co., LLC
4855 Cliff Gookin Boulevard
Tupelo, Mississippi 38801

SURETY:

(Name, legal status and principal place of business)

FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:

(Name, legal status and address)

The City of Tupelo
Post Office Box 1485
71 East Troy Street
Tupelo, Mississippi 38802-1485

CONSTRUCTION CONTRACT

Date: Fifth (5th) day of April in the year Two Thousand Twenty-three (2023)

Amount: Three Hundred Sixteen Thousand Six Hundred Forty-eight Dollars and Twenty-three Cents

Description: *(Name and Location)*

RE-Bid, The City of Tupelo, Fairpark Restroom Pavilion, Tupelo, MS
The project is a new restroom pavilion for The City of Tupelo located at Fairpark.
Bid Number 2023-013FP,

BOND

Date: April 21, 2023

Amount: \$316,648.23

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: Timmons Electric Co. LLC *(Corporate Seal)*

X: *Mike Timmons* *owner*
Name and Title:

SURETY

Company: *(Corporate Seal)*

Casey M. Etheridge
Name and Title: Casey M. Etheridge, Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

Renasant Insurance
P O Box 1808
Tupelo, MS 38802

OWNER'S REPRESENTATIVE:

(Architect, Engineer or Other Party)

Pryor Morrow PC
P O Box 7066
1150 South Green Street, Building 1, Suite F
Tupelo, MS 38802

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ *(Corporate Seal)*

SURETY
Company: _____ *(Corporate Seal)*
FCCI Insurance Company

X: _____
Name and Title:

X: _____
Name and Title:



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Barbara Tidwell; Danny J Turner; Kristi P Pittman; W T Dalton Jr; Casey M Etheridge; Ricky E James; Jennifer McKee; Jed James

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 21st day of April, 2023

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/04/2023

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).

PRODUCER Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802	CONTACT NAME: Kim Roberts PHONE (A/C, No, Ext): (662) 842-1321 FAX (A/C, No): (662) 842-1433 E-MAIL ADDRESS: kroberts@renasant.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Tri-State Insurance Co of Minnesota</td> <td></td> <td style="text-align: center;">31003</td> </tr> <tr> <td>INSURER B : Wesco Insurance Company</td> <td></td> <td style="text-align: center;">25011</td> </tr> <tr> <td>INSURER C : Union Insurance Co.</td> <td></td> <td style="text-align: center;">25844</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Tri-State Insurance Co of Minnesota		31003	INSURER B : Wesco Insurance Company		25011	INSURER C : Union Insurance Co.		25844	INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						
INSURED Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801																						

COVERAGES **CERTIFICATE NUMBER:** City of Tupelo 23 **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ADV4474086	06/13/2022	06/13/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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PROPERTY DAMAGE (Per accident)	\$																				
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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right;"> <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y </div>	N/A		VWC3622820	01/08/2023	01/08/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<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		
<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																			
C	OWNERS CONTRACTORS PROTECTIVE LIABILITY	Y		OCP4547934	05/03/2023	05/03/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH COMMON CAUS</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>AGGREGATE LIMIT</td><td style="text-align: right;">1,000,000</td></tr> </table>	EACH COMMON CAUS	1,000,000	AGGREGATE LIMIT	1,000,000										
EACH COMMON CAUS	1,000,000																				
AGGREGATE LIMIT	1,000,000																				

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

Project: Construction of Restrooms at a City Pavillion, Fairpark at City Hall

The Owner, City of Tupelo, is named as additional insured per policy form CG2062.

CERTIFICATE HOLDER City of Tupelo 71 E 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. <hr/> AUTHORIZED REPRESENTATIVE <div style="text-align: right;"> </div>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS: AUTOMATIC STATUS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured(s)

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you have agreed to add as an additional insured on your policy in a written contract or written agreement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".
2. The insurance afforded to such additional insured(s) described in Paragraph 1. above is subject to each of the following additional provisions:
 - a. The coverage provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" beyond:
 - (1) The period of time required by the written contract or written agreement described in Paragraph 1. above, or 10 years from the date of the completion of "your work" described in Paragraph 1. above, whichever is less; or
 - (2) Two years from the date of the completion of "your work" described in Paragraph 1. above, if the written contract or written agreement does not specify the period of time.
 - b. The insurance afforded to the additional insured(s) only applies to the extent permitted by law.

- c. The written contract or written agreement must have been executed prior to when the "bodily injury" or "property damage" occurs.

- d. The following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured(s) is the amount of insurance:

- (1) Required by the written contract or written agreement described in Paragraph 1. above; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations of this policy or coverage part;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations of this policy or coverage part.

B. Professional Liability Exclusion

With respect to coverage provided by this endorsement, the following exclusion is added to Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**:

This insurance does not apply to "bodily injury" or "property damage" arising out of:

Professional Liability

Having rendered or having failed to render any professional architectural, engineering or surveying services, including:

1. The preparation, approval, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in having supervised, hired, employed, trained or monitored others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Duties In Event Of Occurrence, Claim Or Suit

With respect to the coverage provided by this endorsement, the following replaces Paragraphs 2.a. and 2.b. of **Section IV – Commercial General Liability Conditions**:

- a. You and any additional insured must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence".
- b. If a claim is made or "suit" is brought against any insured, the insured must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

The insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2023

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).

PRODUCER Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802		CONTACT NAME: Kim Roberts PHONE (A/C, No, Ext): (662) 842-1321 FAX (A/C, No): (662) 842-1433 E-MAIL ADDRESS: kroberts@renasant.com																						
INSURED Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Tri-State Insurance Co of Minnesota</td> <td>31003</td> </tr> <tr> <td>INSURER B :</td> <td>Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Tri-State Insurance Co of Minnesota	31003	INSURER B :	Wesco Insurance Company	25011	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																								
INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES **CERTIFICATE NUMBER:** Pryor Morrow 23 **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ADV4474086	06/13/2022	06/13/2023	EACH OCCURRENCE	\$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000	
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	VWC3622820	01/08/2023	01/08/2024	<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

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

Project: Construction of Restrooms at a City Pavillion Fairpark at City Hall

The Owner, City of Tupelo and the Architect, Pryor Morrow PC are additional insureds under the referenced CGL policy and all Contractor's contractual liabilities including but not limited as its indemnity obligations are covered by such CGL policy per policy form CG2032 attached.

CERTIFICATE HOLDER

CANCELLATION

Pryor Morrow Architect
 1150 S Green Street, Bldg 1, Ste F
 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

Dennis Hall

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 32 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR
SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name(s) Of Additional Insured Engineer(s), Architect(s) Or Surveyor(s) Not Engaged By The Named Insured:**

Pryor Morrow PC, Architect

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

EDDIE SULLIVAN
2531 S PRESIDENT EXT
TUPELO, MS 38801
1-662-844-4065

387

PROGRESSIVE
COMMERCIAL

Policy number: 01914500

Underwritten by:
Progressive Gulf Insurance Company
NAIC Number: 42412
April 18, 2023
Page 1 of 2

Certificate of Insurance

Certificate Holder

The City of Tupelo
71 E Troy St
Tupelo, MS 38802-1485

Insured

MIKE TIMMONS
DBA TIMMONS ELECTRIC
4875 CLIFF GOOKIN
TUPELO, MS 38801

Agent

EDDIE SULLIVAN
2531 S PRESIDENT EXT
TUPELO, MS 38801

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Nov 2, 2022

Policy Expiration Date: Nov 2, 2023

Insurance coverage(s)

Limits

Bodily Injury/Property Damage	\$1,000,000 Combined Single Limit
Uninsured/Underinsured Motorist	\$25,000/\$50,000
Uninsured Motorist Property Damage	\$25,000 w/\$200 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

2006 DODGE RAM 3500 QUAD S 3D7ML48C66G174101

Stated Amount \$25,000

Medical Payments	\$1,000
Comprehensive	\$500 Ded
Collision	\$500 Ded

2015 CHEVROLET SILVERADO C1500 3GCUKSEC3FG305698

Stated Amount \$35,000

Medical Payments	\$1,000
Comprehensive	\$500 Ded
Collision	\$500 Ded

2014 CHEVROLET EXPRESS G2500 1GCWGF2E1149593

Medical Payments	\$1,000
Comprehensive	\$500 Ded
Collision	\$500 Ded

2013 CHEVROLET SILVERADO C1500 1GCNCPEA5DZ291765

Medical Payments	\$1,000
Comprehensive	\$500 Ded
Collision	\$500 Ded

2018 GMC SIERRA 1GD21REG6JZ294173

Stated Amount \$40,222

Medical Payments	\$1,000
Comprehensive	\$500 Ded
Collision	\$500 Ded

2013 CHEVROLET SILVERADO 3GCPCSE03DG337032

Medical Payments	\$1,000
Comprehensive	\$500 Ded
Collision	\$500 Ded

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.



Form 5241 (05/16)



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/04/2023

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

AGENCY Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802		PHONE (A/C, No, Ext): (662) 842-1321	COMPANY Ohio Casualty 22 Century Boulevard, Suite 120 Nashville TN 37214	
FAX (A/C, No): (662) 842-1433	E-MAIL ADDRESS: kroberts@renasant.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00042932				
INSURED Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801		LOAN NUMBER	POLICY NUMBER BMO66240227	
		EFFECTIVE DATE 05/04/2023	EXPIRATION DATE 05/04/2024	<input type="checkbox"/> CONTINUED UNTIL <input type="checkbox"/> TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION 71 East Troy Street Tupelo MS 38804 Loc# 00001

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	SPECIAL
----------------	-------	-------	---------

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Job Specific Builders Risk New	319,000	
Job Specific Builders Risk New		1,000


REMARKS (Including Special Conditions)

--

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.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Tupelo 71 E Troy Street Tupelo MS 38804	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> Owner	
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

ORDER**AN ORDER TO SETTLE ALL CLAIMS ASSERTED AGAINST THE CITY OF TUPELO BY THE PINES AT BARNES CROSSING IN TUPELO II, LLC. AND ITS MANAGING COMPANY KIRKLAND PROPERTIES, LLC. FOR THE OVERPAYMENT OF SOLID WASTE COLLECTION FEES**

WHEREAS, pursuant to its authority under Miss. Code Ann. § 17-17-5, the City of Tupelo, Mississippi (hereinafter the “City”) on August 14, 2019 entered into an agreement for the collection, disposal and removal of solid waste with Waste Management of Mississippi, Inc. (hereinafter, “Waste Management”); and

WHEREAS, pursuant to the City’s agreement with Waste Management, Waste Management is responsible for providing solid waste collection and disposal services for all residences within the city limits of Tupelo, including those that reside in single-unit housing and multi-unit housing; and

WHEREAS, Waste Management invoices the City for this residential solid waste collection and disposal pursuant to the agreed pricing schedule made a part of the parties’ agreement referenced above; and

WHEREAS, the City’s water and light collection department bills and collects charges from all residential customers within the City for solid waste collection and disposal, these charges being added to the customer’s monthly utility bills and payable at the same time as the utility bill; and

WHEREAS, the Pines Apartments at Barnes Crossing in Tupelo II, Inc., owns and operates through its manager, Kirkland Properties, LLC, a multi-unit residential apartment complex, the Pines at Barnes Crossing (hereinafter “the Pines”); and

WHEREAS, this apartment complex utilizes a trash-compactor that is emptied on an as-needed basis by Waste Management and billed monthly by the City at a flat-rate of \$18.97 per residential unit; and

WHEREAS, the City has received a demand from the Pines claiming that since at least January, 2020, both Waste Management and the City and have billed the Pines, resulting in overpayment by the Pines (*See* Exhibit “A”); and

WHEREAS, upon reviewing information from Waste Management and the Pines, the City has verified that the Pines paid for garbage collection to both Waste Management and the City for thirty-six (36) consecutive months between the dates of February 1, 2020 and January 3, 2023 and resulting in an overpayment by the Pines totaling \$56,997.01; and

WHEREAS, “Exhibit B” attached hereto accounts for all payments made by the Pines to Waste Management for garbage collection services during the time period referenced above;

WHEREAS, “Exhibit C” attached hereto represents a copy of all invoices from Waste Management during the time period referenced above; and

WHEREAS, Waste Management invoices being sent to and paid by the Pines should have been sent to and paid by the City in accordance with the terms of the two parties’ garbage

collection agreement, but the City never received invoices from Waste Management for these services nor were these services paid by the City; and

WHEREAS, the City is authorized by Miss. Code Ann. § 25-1-47(2) to pay and satisfy any negotiated settlement of a claim or any judgment, fine, or penalty which may be made, assessed, or levied by any court against any municipal agent, officer, servant, employee, or appointee as a result of any actions of such municipal agent, officer, servant, employee, or appointee while acting as such (*See* opinion written to Hez L. Hollingsworth, 2009 WL 572448 (Miss.A.G.); and

WHEREAS, demands and claims such as the one being asserted against the City by the Pines are subject to a 3-year statute of limitations pursuant to Miss. Code Ann. § 15-1-29.

NOW, THEREFORE, the governing authorities of the City of Tupelo, Mississippi order the following, to-wit:

1. The prefatory recitations and findings are hereby adopted and shall be incorporated herein by reference.
2. The Pines at Barnes Crossing has alleged a legitimate, lawful and *bona fide* claim against the City demonstrating it has over-paid for garbage collection services and is therefore entitled to a refund of those excess payments.
3. The City of Tupelo shall issue a refund of \$56,997.01 to the Pines at Barnes Crossing as a negotiated settlement of all claims that it may have against the City of Tupelo.
4. The parties to this negotiated settlement shall execute a settlement agreement releasing the City of Tupelo from any and all claims related to the matters contemplated herein.

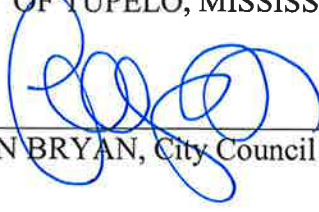
The foregoing order was proposed in a motion by Councilmember

Jones, seconded by Councilmember Beard, and was brought to a vote as follows:

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

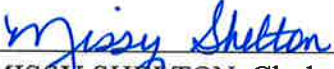
Whereupon, the Order having received a majority of affirmative votes, the President of the Council declared that the Order had passed and adopted on this the 16th day of May, 2023.

CITY OF TUPELO, MISSISSIPPI



LYNN BRYAN, City Council President

ATTEST:



MISSY SHELTON, Clerk of the Council

APPROVED:



TODD JORDAN, Mayor

May 17, 2023

DATE

Kirkland Properties, LLC

605 Steed Road • Ridgeland, Mississippi 39157 • (601) 982-7381

May 2, 2023

To Stephen Reed and the Tupelo Board of Aldermen,

In February of this year, while conducting a spot audit on payables, I discovered that The Pines at Barnes Crossing had been paying both the City of Tupelo and Waste Management for monthly trash service. I had the manager at The Pines contact the city to see what needed to be done. In April of this year we were provided with a spreadsheet from Kim Hanna showing the overpayments in the amount of \$56,997.01.

We are requesting at this time for that money to be refunded to The Pines at Barnes Crossing.

I would like to thank everyone at the city who has helped with this matter.

Sincerely,



Joey Ashley

Regional Manager

Exhibit

A

insure

Vendor name	Invoice number	Date	Amount	Payment Number	Location Name
WASTE MANAGEMENT OF NORTH MS-TUPELO	0812139-2132-3	8/1/2022	\$1,581.16	45626	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0810059-2132-5	7/1/2022	\$1,988.32	45531	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0808003-2132-7	6/2/2022	\$1,597.31	45498	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0805964-2132-3	5/2/2022	\$1,597.31	45448	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0803906-2132-6	4/1/2022	\$1,600.54	45399	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0801821-2132-9	3/1/2022	\$1,539.57	45329	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0797860-2132-3	12/31/2021	\$1,579.14	45308	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0797860-2132-3	12/31/2021	\$945.14	45245	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0795622-2132-9	12/1/2021	\$2,037.57	45176	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0793593-2132-4	11/1/2021	\$2,105.32	45130	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0791579-2132-5	10/1/2021	\$573.83	45079	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0791853-2132-4	10/1/2021	\$1,021.32	45079	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0789858-2132-7	9/1/2021	\$224.41	45006	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0789560-2132-9	9/1/2021	\$1,599.61	45006	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0787523-2132-9	8/1/2021	\$1,493.81	44966	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	07835518-2132-1	7/1/2021	\$1,534.86	44891	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0783539-2132-9	6/1/2021	\$1,974.83	44816	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0781595-2132-3	5/3/2021	\$1,485.21	44785	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0779664-2132-1	4/1/2021	\$1,795.27	44705	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0777708-2132-8	3/1/2021	\$1,465.66	44640	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0775796-2132-5	2/1/2021	\$1,461.36	44596	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0773836-2132-1	1/4/2021	\$1,481.69	44538	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0771864-2132-5	12/1/2020	\$1,979.93	44479	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0769845-2132-8	11/2/2020	\$1,478.17	44417	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0767887-2132-2	10/1/2020	\$1,536.43	44348	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0765924-2132-5	9/1/2020	\$1,540.73	44292	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0763627-2132-6	8/3/2020	\$1,462.88	44227	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0761687-2132-2	7/1/2020	\$1,922.04	44161	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0757919-2132-5-6120	6/1/2020	\$1,443.50	44132	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0757919-2132-5	5/1/2020	\$1,454.52	44070	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0756112-2132-8	4/1/2020	\$1,415.76	44037	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0754228-2132-4	3/2/2020	\$1,444.26	44006	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0752288-2132-0	2/3/2020	\$1,422.60	43945	THE PINES AT BARNES CROSSING IN TUPELO
WASTE MANAGEMENT OF NORTH MS-TUPELO	0750333-2132-6	1/2/2020	\$1,882.90	43868	THE PINES AT BARNES CROSSING IN TUPELO

\$51,666.96

Exhibit

B

AP Payment Register
Pines at Barnes Crossing
Oct 2022 - Apr 2023

Number	Type	Date	Post Month	Payment Information		Bank Account	Payee	Amount
				Status				
Property: Pines at Barnes Crossing								
4757	Check	10/25/2022	10/2022	Received		The Pines At Barnes Crossing	WM CORPORAT SERVICES, INC	3,223.27
4791	Check	11/09/2022	11/2022	Received		The Pines At Barnes Crossing	WM CORPORAT SERVICES, INC	2,025.91
4840	Check	12/08/2022	12/2022	Received		The Pines At Barnes Crossing	WM CORPORAT SERVICES, INC	1,594.53
4840	Check	01/19/2023	01/2023	Received		The Pines At Barnes Crossing	WM CORPORAT SERVICES, INC	1,614.97
4937	Check	02/23/2023	02/2023	Received		The Pines At Barnes Crossing	WM CORPORATE SERVICES, INC	1,608.30
Pines at Barnes Crossing Total:								10,066.98



INVOICE

396

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

01/01/20-01/31/20

Invoice Date:

02/03/2020

Invoice Number:

0752288-2132-0

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

03/04/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,422.60

See Reverse for Important Messages

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
1,882.90		(1,882.90)		0.00		1,422.60		1,422.60

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	01/13/20	134868	1.00	295.00
Disposal per ton			4.23	160.74
No minimum				0.00
Ticket Total				455.74
30 Yd compactor	01/27/20	141164	1.00	295.00
Disposal per ton			3.47	131.86
No minimum				0.00
Ticket Total				426.86
30Yd container svc chg	01/01/20		1.00	540.00
Total Current Charges				1,422.60

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----

Waste Management
WASTE MANAGEMENT
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
02/03/2020	0752288-2132-0	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 03/04/2020	\$1,422.60	

2132000117819453008007522880000014226000000142260 0

12147090

Exhibit

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558





INVOICE

Customer ID: 11-78194-53008
Customer Name: THE PINES AT BARNES CROSSING
Service Period: 02/01/20-02/29/20
Invoice Date: 03/02/2020
Invoice Number: 0754228-2132-4

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

04/01/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,444.26

See Reverse for Important Messages

Previous Balance	1,422.60	+	Payments	(1,422.60)	+	Adjustments	0.00	+	Current Charges	1,444.26	=	Total Due	1,444.26
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Details for Service Location:

Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Customer ID: 11-78194-53008

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	02/10/20	147610	1.00	295.00
Disposal per ton			4.46	169.48
No minimum				0.00
Ticket Total				464.48
30 Yd compactor	02/24/20	153984	1.00	295.00
Disposal per ton			3.81	144.78
No minimum				0.00
Ticket Total				439.78
30Yd container svc chg	02/01/20		1.00	540.00
Total Current Charges				1,444.26

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PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	03/02/2020	Invoice Number	0754228-2132-4	Customer ID (Include with your payment)	11-78194-53008
Payment Terms	Total Due by 04/01/2020	Total Due	\$1,444.26	Amount	

2132000117819453008007542280000014442600000144426 6

I2147097

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN. APPENDIX N





INVOICE

398

Customer ID:**11-78194-53008**

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

03/01/20-03/31/20

Invoice Date:

04/01/2020

Invoice Number:

0756112-2132-8

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

05/01/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,415.76

See Reverse for Important Messages

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
1,444.26		(1,444.26)		0.00		1,415.76		1,415.76

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	03/09/20	160857	1.00	295.00
Disposal per ton			3.51	133.38
No minimum				0.00
Ticket Total				428.38
Repair hours labor	03/09/20	161559	1.00	0.00
Ticket Total				0.00
30 Yd compactor	03/23/20	167487	1.00	295.00
Disposal per ton			4.01	152.38
No minimum				0.00
Ticket Total				447.38
30Yd container svc chg	03/01/20		1.00	540.00
Total Current Charges				1,415.76

----- Please detach and send the lower portion with payment --- (no cash or staples) -----



WASTE MANAGEMENT
WASTE AWAY GROUP, INC.

PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
04/01/2020	0756112-2132-8	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 05/01/2020	\$1,415.76	

2132000117819453008007561120000014157600000141576 9

12147005

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558





INVOICE

399

Customer ID:

Customer Name:
Service Period:
Invoice Date:
Invoice Number:

11-78194-53008

THE PINES AT BARNES CROSSING
04/01/20-04/30/20
05/01/2020
0757919-2132-5

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

05/31/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,454.52

See Reverse for Important Messages

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
1,415.76		(1,415.76)		0.00		1,454.52		1,454.52

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	04/06/20	173453	1.00	295.00
Disposal per ton			4.27	162.26
No minimum				0.00
Ticket Total				457.26
30 Yd compactor	04/20/20	179071	1.00	295.00
Disposal per ton			4.27	162.26
No minimum				0.00
Ticket Total				457.26
30Yd container svc chg	04/01/20		1.00	540.00
Total Current Charges				1,454.52

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Waste Management
 WASTE MANAGEMENT
 WASTE AWAY GROUP, INC.
 PO BOX 43410
 PHOENIX, AZ 85080
 (800) 284-2451
 (866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
05/01/2020	0757919-2132-5	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 05/31/2020	\$1,454.52	

2132000117819453008007579190000014545200000145452 6

12147013

THE PINES AT BARNES CROSSING
 4100 N GLOSTER ST
 TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
 AS PAYMENT AGENT
 PO BOX 55558
 BOSTON, MA 02205-5558

APPENDIX





INVOICE

400

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

05/01/20-05/31/20

Invoice Date:

06/01/2020

Invoice Number:

0759755-2132-1

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

07/01/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,443.50

See Reverse for Important Messages

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
1,454.52		(1,454.52)		0.00		1,443.50		1,443.50

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	05/04/20	184698	1.00	295.00
Disposal per ton			4.48	170.24
No minimum				0.00
Ticket Total				465.24
30 Yd compactor	05/18/20	190799	1.00	295.00
Disposal per ton			3.77	143.26
No minimum				0.00
Ticket Total				438.26
30Yd container svc chg	05/01/20		1.00	540.00
Total Current Charges				1,443.50

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----



PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
06/01/2020	0759755-2132-1	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 07/01/2020	\$1,443.50	

213200011781945300800759755000001443500000144350 5

I2147020

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558





INVOICE

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

11-78194-53008
THE PINES AT BARNES CROSSING
06/01/20-06/30/20
07/01/2020
0761687-2132-2

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Customer Service:
(800) 284-2451

Your Payment Is Due

07/31/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,922.04

See Reverse for Important Messages

Previous Balance	1,443.50	+	Payments	(1,443.50)	+	Adjustments	0.00	+	Current Charges	1,922.04	=	Total Due	1,922.04
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Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	06/01/20	196348	1.00	295.00
Disposal per ton			4.25	161.50
No minimum				0.00
Ticket Total				456.50
30 Yd compactor	06/15/20	202583	1.00	295.00
Disposal per ton			4.91	186.58
No minimum				0.00
Ticket Total				481.58
30 Yd compactor	06/29/20	208615	1.00	295.00
Disposal per ton			3.92	148.96
No minimum				0.00
Ticket Total				443.96
30Yd container svc chg	06/01/20		1.00	540.00

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

WASTE MANAGEMENT
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
07/01/2020	0761687-2132-2	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 07/31/2020	\$1,922.04	

2132000117819453008007616870000019220400000192204 3

12147027

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N
THINK GREEN.





INVOICE

402

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

07/01/20-07/31/20

Invoice Date:

08/03/2020

Invoice Number:

0763627-2132-6

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

09/02/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,462.88

See Reverse for Important Messages

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
1,922.04		(1,922.04)		0.00		1,462.88		1,462.88

Details for Service Location: **Customer ID: 11-78194-53008**

Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	07/13/20	214621	1.00	295.00
Disposal per ton			4.13	156.94
No minimum				0.00
Ticket Total				451.94
30 Yd compactor	07/27/20	220759	1.00	295.00
Disposal per ton			4.63	175.94
No minimum				0.00
Ticket Total				470.94
30Yd container svc chg	07/01/20		1.00	540.00
Total Current Charges				1,462.88

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----



PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
08/03/2020	0763627-2132-6	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 09/02/2020	\$1,462.88	

2132000117819453008007636270000014628800000146288 2

I2147036

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N
THINK GREEN.





INVOICE

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

11-78194-53008
THE PINES AT BARNES CROSSING
08/01/20-08/31/20
09/01/2020
0765924-2132-5

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

10/01/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,540.73

See Reverse for Important Messages

Previous Balance	1,462.88	+	Payments	(1,462.88)	+	Adjustments	0.00	+	Current Charges	1,540.73	=	Total Due	1,540.73
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Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	08/10/20	226985	1.00	303.52
Disposal per ton			4.82	188.46
No minimum				0.00
Ticket Total				491.98
30 Yd compactor	08/24/20	233344	1.00	303.52
Disposal per ton			4.85	189.63
No minimum				0.00
Ticket Total				493.15
30Yd container svc chg	08/01/20		1.00	555.60
Total Current Charges				1,540.73

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
 WASTE MANAGEMENT
 WASTE AWAY GROUP, INC.
 PO BOX 43410
 PHOENIX, AZ 85080
 (800) 284-2451
 (866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
09/01/2020	0765924-2132-5	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 10/01/2020	\$1,540.73	

2132000117819453008007659240000015407300000154073 9

12147045

THE PINES AT BARNES CROSSING
 4100 N GLOSTER ST
 TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
 AS PAYMENT AGENT
 PO BOX 55558
 BOSTON, MA 02205-5558

APPENDIX N
THINK GREEN.





INVOICE

404

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

09/01/20-09/30/20

Invoice Date:

10/01/2020

Invoice Number:

0767887-2132-2

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

10/31/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,536.43

See Reverse for Important Messages

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
1,540.73		(1,540.73)		0.00		1,536.43		1,536.43

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	09/07/20	239721	1.00	303.52
Disposal per ton			5.04	197.06
No minimum				0.00
Ticket Total				500.58
30 Yd compactor	09/21/20	246229	1.00	303.52
Disposal per ton			4.52	176.73
No minimum				0.00
Ticket Total				480.25
30Yd container svc chg	09/01/20		1.00	555.60
Total Current Charges				1,536.43

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
WASTE MANAGEMENT
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
10/01/2020	0767887-2132-2	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 10/31/2020	\$1,536.43	

2132000117819453008007678870000015364300000153643 0

I2147053

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558





INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

10/01/20-10/31/20

Invoice Date:

11/02/2020

Invoice Number:

0769845-2132-8

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

12/02/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,478.17

See Reverse for Important Messages

Previous Balance	1,536.43	+	Payments	(1,536.43)	+	Adjustments	0.00	+	Current Charges	1,478.17	=	Total Due	1,478.17
------------------	----------	---	----------	------------	---	-------------	------	---	-----------------	----------	---	-----------	----------

Details for Service Location: **Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409**

Customer ID: 11-78194-53008

Description	Date	Ticket	Quantity	Amount
30 Yd compactor	10/05/20	252657	1.00	303.52
Disposal per ton			4.30	168.13
No minimum				0.00
Ticket Total				471.65
30 Yd compactor	10/19/20	259225	1.00	303.52
Disposal per ton			3.77	147.40
No minimum				0.00
Ticket Total				450.92
30Yd container svc chg	10/01/20		1.00	555.60
Total Current Charges				1,478.17

----- Please detach and send the lower portion with payment --- (no cash or staples) -----

Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
11/02/2020	0769845-2132-8	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 12/02/2020	\$1,478.17	

2132000117819453008007698450000014781700000147817 ?

12147061

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N
THINK GREEN.





INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

11/01/20-11/30/20

Invoice Date:

12/01/2020

Invoice Number:

0771864-2132-5

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

12/31/2020

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,979.93

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,478.17		(1,478.17)		0.00		1,979.93		1,979.93

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	11/02/20	265896	1.00	303.52
			4.92	192.37
				0.00
Ticket Total				495.89
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	11/16/20	272626	1.00	303.52
			4.40	172.04
				0.00
Ticket Total				475.56
30 YD COMPACTOR	11/30/20	278491	1.00	303.52

----- Please detach and send the lower portion with payment --- (no cash or staples) -----

Waste Management
 WASTE MANAGEMENT
 WASTE AWAY GROUP, INC.
 PO BOX 43410
 PHOENIX, AZ 85080
 (800) 284-2451
 (866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
12/01/2020	0771864-2132-5	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 12/31/2020	\$1,979.93	

2132000117819453008007718640000019799300000197993 3

12147068

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

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PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N
THINK GREEN®





INVOICE

407

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

12/01/20-12/31/20

Invoice Date:

01/04/2021

Invoice Number:

0773836-2132-1

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Customer Service:
(800) 284-2451

Your Payment Is Due

02/03/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,481.69

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,979.93		(1,979.93)		0.00		1,481.69		1,481.69

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	12/14/20	284380	1.00	303.52
Ticket Total			4.01	156.79
				0.00
				460.31
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	12/28/20	289939	1.00	303.52
Ticket Total			4.15	162.26
				0.00
				465.78
30YD CONTAINER SVC CHG	12/01/20		1.00	555.60

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Waste Management
 WASTE MANAGEMENT
 WASTE AWAY GROUP, INC.
 PO BOX 43410
 PHOENIX, AZ 85080
 (800) 284-2451
 (866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
01/04/2021	0773836-2132-1	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 02/03/2021	\$1,481.69	

2132000117819453008007738360000014816900000148169 7

12147075

THE PINES AT BARNES CROSSING
 4100 N GLOSTER ST
 TUPELO MS 38804-7409

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APPENDIX N
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INVOICE

408

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

11-78194-53008
THE PINES AT BARNES CROSSING
01/01/21-01/31/21
02/01/2021
0775796-2132-5

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Customer Service:
(800) 284-2451

Your Payment Is Due

03/03/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,461.36

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,481.69		(1,481.69)		0.00		1,461.36		1,461.36

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM Ticket Total	01/11/21	295339	1.00 4.24	303.52 165.78 0.00 469.30
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM Ticket Total	01/25/21	301533	1.00 3.40	303.52 132.94 0.00 436.46
30YD CONTAINER SVC CHG	01/01/21		1.00	555.60

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WASTE AWAY GROUP, INC.
 PO BOX 43410
 PHOENIX, AZ 85080
 (800) 284-2451
 (866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
02/01/2021	0775796-2132-5	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 03/03/2021	\$1,461.36	

2132000117819453008007757960000014613600000146136 6

I2147080

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N
THINK GREEN®





INVOICE

409

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

11-78194-53008
THE PINES AT BARNES CROSSING
02/01/21-02/28/21
03/01/2021
0777708-2132-8

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Customer Service:
(800) 284-2451

Your Payment Is Due

03/31/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$2,927.02

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,461.36		0.00		0.00		1,465.66		2,927.02

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	02/08/21	307828	1.00	303.52
Ticket Total			3.63	141.93
				0.00
				445.45
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	02/22/21	312850	1.00	303.52
Ticket Total			4.12	161.09
				0.00
				464.61
30YD CONTAINER SVC CHG	02/01/21		1.00	555.60

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Waste Management
WASTE MANAGEMENT
WASTE AWAY GROUP, INC.

PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
03/01/2021	0777708-2132-8	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 03/31/2021	\$2,927.02	

2132000117819453008007777080000014656600000292702 9

12147085

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

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AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N
THINK GREEN®





INVOICE

410

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

11-78194-53008
THE PINES AT BARNES CROSSING
03/01/21-03/31/21
04/01/2021
0779664-2132-1

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Customer Service:
(800) 284-2451

Your Payment Is Due

05/01/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,795.27

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
2,927.02		(2,927.02)		0.00		1,795.27		1,795.27

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	03/08/21	319173	1.00	303.52
Ticket Total			11.66	455.90
				0.00
				759.42
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	03/22/21	325626	1.00	303.52
Ticket Total			4.52	176.73
				0.00
				480.25
30YD CONTAINER SVC CHG	03/01/21		1.00	555.60

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WASTE MANAGEMENT
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
04/01/2021	0779664-2132-1	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 05/01/2021	\$1,795.27	

2132000117819453008007796640000017952700000179527 0

I2147090

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N
THINK GREEN.





INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

04/01/21-04/30/21

Invoice Date:

05/03/2021

Invoice Number:

0781595-2132-3

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Customer Service:
(800) 284-2451

Your Payment Is Due

06/02/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,485.21

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,795.27		(1,795.27)		0.00		1,485.21		1,485.21

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	04/05/21	331946	1.00	303.52
			4.20	164.22
Ticket Total				467.74
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	04/19/21	338098	1.00	303.52
			4.05	158.35
Ticket Total				461.87
30YD CONTAINER SVC CHG	04/01/21		1.00	555.60

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Waste Management
 WASTE MANAGEMENT
 WASTE AWAY GROUP, INC.
 PO BOX 43410
 PHOENIX, AZ 85080
 (800) 284-2451
 (866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
05/03/2021	0781595-2132-3	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 06/02/2021	\$1,485.21	

2132000117819453008007815950000014852100000148521 4

12147095

THE PINES AT BARNES CROSSING
 4100 N GLOSTER ST
 TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
 AS PAYMENT AGENT
 PO BOX 55558
 BOSTON, MA 02205-5558

THINK GREEN.
APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

05/01/21-05/31/21

Invoice Date:

06/01/2021

Invoice Number:

0783539-2132-9

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Customer Service:
(800) 284-2451

Your Payment Is Due

07/01/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$3,460.04

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,485.21		0.00		0.00		1,974.83		3,460.04

DETAILS OF SERVICE				
Details for Service Location:			Customer ID: 11-78194-53008	
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409				
Description	Date	Ticket	Quantity	Amount
REPAIR HOURS LABOR not compacting/fluid Ticket Total	03/17/21	324502	1.00	0.00 0.00 0.00
REPAIR HOURS LABOR Ticket Total	04/12/21	335829	1.00	0.00 0.00
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM Ticket Total	05/03/21	344876	1.00 3.97	303.52 155.22 0.00 458.74

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Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
06/01/2021	0783539-2132-9	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 07/01/2021	\$3,460.04	

2132000117819453008007835390000019748300000346004 0

I2147001

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN.
APPENDIX N

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recycled paper.

132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

06/01/21-06/30/21

Invoice Date:

07/01/2021

Invoice Number:

0785518-2132-1

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(800) 284-2451

Your Payment Is Due

07/31/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,534.86

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
3,460.04		(3,460.04)		0.00		1,534.86		1,534.86

DETAILS OF SERVICE				
Details for Service Location:			Customer ID: 11-78194-53008	
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409				
Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	06/14/21	364300	1.00	303.52
			4.86	190.02
				0.00
Ticket Total				493.54
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	06/28/21	371038	1.00	303.52
			4.66	182.20
				0.00
Ticket Total				485.72
30YD CONTAINER SVC CHG	06/01/21		1.00	555.60

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Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
07/01/2021	0785518-2132-1	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 07/31/2021	\$1,534.86	

2132000117819453008007855180000015348600000153486 3

12147006

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN.
APPENDIX N

Printed on recycled paper.

132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

07/01/21-07/31/21

Invoice Date:

08/02/2021

Invoice Number:

0787523-2132-9

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Customer Service:
(800) 284-2451

Your Payment Is Due

09/01/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,493.81

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,534.86		(1,534.86)		0.00		1,493.81		1,493.81

DETAILS OF SERVICE				
Details for Service Location:		Customer ID: 11-78194-53008		
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409				
Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	07/12/21	377359	1.00	303.52
			4.16	162.65
				0.00
Ticket Total				466.17
REPAIR HOURS LABOR	07/12/21	378300	1.00	0.00
Ticket Total				0.00
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	07/26/21	383883	1.00	303.52
			4.31	168.52
				0.00

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----

Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
08/02/2021	0787523-2132-9	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 09/01/2021	\$1,493.81	

2132000117819453008007875230000014938100000149381 5

I2147011

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558





INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

08/01/21-08/31/21

Invoice Date:

09/01/2021

Invoice Number:

0789560-2132-9

How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:
(800) 284-2451

Your Payment Is Due

10/01/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,599.61

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,493.81		(1,493.81)		0.00		1,599.61		1,599.61

IMPORTANT MESSAGES

Invoice includes price increase. Your enclosed invoice (next invoice for some customers billed in arrears) contains an agreed upon increase to your service rate in accordance with your service agreement. Contact us if you have any questions.

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
WASTE MANAGEMENT
WASTE AWAY GROUP, INC.

PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
09/01/2021	0789560-2132-9	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 10/01/2021	\$1,599.61	

2132000117819453008007895600000015996100000159961 8

I2147016

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN
APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

09/01/21-09/30/21

Invoice Date:

10/01/2021

Invoice Number:

0791579-2132-5

How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:
(800) 284-2451

Your Payment Is Due

10/31/2021

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$573.83

Previous Balance	1,599.61	+	Payments	(1,599.61)	+	Adjustments	0.00	+	Current Invoice Charges	573.83	=	Total Account Balance Due	573.83
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DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
RE-DELIVER EMPTY	09/21/21	412217	1.00	0.00
RE-DELIVER EMPTY				0.00
Ticket Total				0.00
30YD CONTAINER SVC CHG	09/01/21		1.00	573.83
Total Current Charges				573.83

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----

Waste Management
 WASTE AWAY GROUP, INC.
 PO BOX 43410
 PHOENIX, AZ 85080
 (800) 284-2451
 (866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
10/01/2021	0791579-2132-5	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 10/31/2021	\$573.83	

2132000117819453008007915790000005738300000057383 0

I2147021

THE PINES AT BARNES CROSSING
 4100 N GLOSTER ST
 TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
 AS PAYMENT AGENT
 PO BOX 55558
 BOSTON, MA 02205-5558



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

10/01/21-10/31/21

Invoice Date:

11/01/2021

Invoice Number:

0793593-2132-4

How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:
(800) 284-2451

Your Payment Is Due

Your account is Past Due. Please pay immediately to avoid potential service interruption.

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$2,105.32

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
573.83		0.00		0.00		1,531.49		2,105.32

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	10/04/21	417753	1.00	313.48
Ticket Total			4.12	166.36
				0.00
				479.84
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	10/18/21	424968	1.00	313.48
Ticket Total			4.07	164.34
				0.00
				477.82
30YD CONTAINER SVC CHG	10/01/21		1.00	573.83

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
11/01/2021	0793593-2132-4	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 12/01/2021	\$2,105.32	

2132000117819453008007935930000015314900000210532 7

I2147026

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN®
APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

11/01/21-11/30/21

Invoice Date:

12/01/2021

Invoice Number:

0795622-2132-9

How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:
(800) 284-2451

Your Payment Is Due

Your account is Past Due. Please pay immediately to avoid potential service interruption.

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$3,569.06

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
2,105.32		(573.83)		0.00		2,037.57		3,569.06

IMPORTANT MESSAGES

Our standard Trip charge will be increasing up to \$250 per service. Payment is considered your consent to this increase. Please check your service agreement and contact your WM representative with any questions.

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----

Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
12/01/2021	0795622-2132-9	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 12/31/2021	\$3,569.06	

2132000117819453008007956220000020375700000356906 8

12147031

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN®
APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

12/01/21-12/31/21

Invoice Date:

01/03/2022

Invoice Number:

0797860-2132-3

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

02/02/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$945.14

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
3,569.06		(4,142.89)		0.00		1,518.97		945.14

DETAILS OF SERVICE				
Details for Service Location:			Customer ID: 11-78194-53008	
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409				
Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM Ticket Total	12/13/21	453104	1.00 4.02	313.48 162.32 0.00 475.80
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM Ticket Total	12/27/21	459565	1.00 3.86	313.48 155.86 0.00 469.34
30YD CONTAINER SVC CHG	12/01/21		1.00	573.83

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Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
01/03/2022	0797860-2132-3	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 02/02/2022	\$945.14	

2132000117819453008007978600000015189700000094514 3

I2147038

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN®
APPENDIX N





INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

01/01/22-01/31/22

Invoice Date:

02/01/2022

Invoice Number:

0799831-2132-2

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

03/03/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$2,524.28

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
945.14		0.00		0.00		1,579.14		2,524.28

DETAILS OF SERVICE				
Details for Service Location:			Customer ID: 11-78194-53008	
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409				
Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	01/10/22	465143	1.00	313.48
Ticket Total			5.15	207.95
				0.00
				521.43
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	01/24/22	471562	1.00	313.48
Ticket Total			4.22	170.40
				0.00
				483.88
30YD CONTAINER SVC CHG	01/01/22		1.00	573.83

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----

Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
02/01/2022	0799831-2132-2	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 03/03/2022	\$2,524.28	

2132000117819453008007998310000015791400000252428 9

I2147043

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN®
APPENDIX N

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132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

02/01/22-02/28/22

Invoice Date:

03/01/2022

Invoice Number:

0801821-2132-9

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment Is Due

03/31/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$3,118.71

Previous Balance	2,524.28	+	Payments	(945.14)	+	Adjustments	0.00	+	Current Invoice Charges	1,539.57	=	Total Account Balance Due	3,118.71
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DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	02/07/22	478053	1.00	313.48
Ticket Total			4.16	167.98
				0.00
				481.46
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	02/21/22	485127	1.00	313.48
Ticket Total			4.23	170.80
				0.00
				484.28
30YD CONTAINER SVC CHG	02/01/22		1.00	573.83

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Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
03/01/2022	0801821-2132-9	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 03/31/2022	\$3,118.71	

2132000117819453008008018210000015395700000311871 3

12147048

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN®
APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

11-78194-53008
THE PINES AT BARNES CROSSING
03/01/22-03/31/22
04/01/2022
0803906-2132-6

How To Contact Us

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To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:
(800) 284-2451

Your Payment Is Due

05/01/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,600.54

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
3,118.71		(3,118.71)		0.00		1,600.54		1,600.54

DETAILS OF SERVICE				
Details for Service Location:			Customer ID: 11-78194-53008	
Tip-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409				
Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	03/07/22	491915	1.00	313.48
			5.09	205.53
				0.00
Ticket Total				519.01
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	03/21/22	498685	1.00	313.48
			4.81	194.22
				0.00
Ticket Total				507.70
30YD CONTAINER SVC CHG	03/01/22		1.00	573.83

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
04/01/2022	0803906-2132-6	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 05/01/2022	\$1,600.54	

2132000117819453008008039060000016005400000160054 2

I2147053

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN.
APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

04/01/22-04/30/22

Invoice Date:

05/02/2022

Invoice Number:

0805964-2132-3

How To Contact Us

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To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:
(800) 284-2451

Your Payment Is Due

06/01/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,597.31

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,600.54		(1,600.54)		0.00		1,597.31		1,597.31

DETAILS OF SERVICE				
Details for Service Location:			Customer ID: 11-78194-53008	
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409				
Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	04/04/22	505715	1.00	313.48
Ticket Total			5.30	214.01
				0.00
				527.49
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	04/18/22	512536	1.00	313.48
Ticket Total			4.52	182.51
				0.00
				495.99
30YD CONTAINER SVC CHG	04/01/22		1.00	573.83

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----

Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
05/02/2022	0805964-2132-3	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 06/01/2022	\$1,597.31	

2132000117819453008008059640000015973100000159731 8

I2147058

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN.
APPENDIX N

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132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

05/01/22-05/31/22

Invoice Date:

06/01/2022

Invoice Number:

0808003-2132-7

How To Contact Us

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Customer Service:
(800) 284-2451

Your Payment is Due

07/01/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$2,040.41

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,597.31		(1,597.31)		0.00		2,040.41		2,040.41

DETAILS OF SERVICE				
Details for Service Location:			Customer ID: 11-78194-53008	
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409				
Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	05/02/22	519465	1.00	313.48
Ticket Total			4.67	188.57
				0.00
				502.05
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	05/16/22	526299	1.00	313.48
Ticket Total			4.36	176.05
				0.00
				489.53
30 YD COMPACTOR	05/30/22	532623	1.00	313.48

✂ ----- Please detach and send the lower portion with payment --- (no cash or staples) -----

Waste Management
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
06/01/2022	0808003-2132-7	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 07/01/2022	\$2,040.41	

2132000117819453008008080030000020404100000204041 0

I2147063

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN.
APPENDIX N

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132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

06/01/22-06/30/22

Invoice Date:

07/01/2022

Invoice Number:

0810059-2132-5

How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup

Customer Service:
(800) 284-2451

Your Payment is Due

Your account is Past Due. Please pay immediately to avoid potential service interruption.

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,988.32

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
2,040.41		(1,597.31)		0.00		1,545.22		1,988.32

IMPORTANT MESSAGES

This invoice constitutes an offer by WM to provide service to you for a specified period. By paying this, you agree to continue service during the specified service period and to the terms of service at www.wm.com/OMR, with no refund(whole or partial) for early cancellation, unless such refund is required by law, regulation or contract. If services are cancelled, you will be assessed a Cart Removal charge of up to \$75 plus applicable taxes and charges including fuel surcharge, environmental charge and regulatory cost recovery charge, unless the cart removal charge is not allowed by regulation or contract.

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
WASTE MANAGEMENT
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
07/01/2022	0810059-2132-5	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 07/31/2022	\$1,988.32	

2132000117819453008008100590000015452200000198832 3

I2147068

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN.
APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

07/01/22-07/31/22

Invoice Date:

08/01/2022

Invoice Number:

0812139-2132-3

How to Contact Us

Visit wm.com/MyWM

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Customer Service: (800) 284-2451

Your Payment is Due

08/31/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,581.16

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,988.32		(1,988.32)		0.00		1,581.16		1,581.16

IMPORTANT MESSAGES

Invoice includes price increase. Your enclosed invoice (next invoice for some customers billed in arrears) contains an agreed upon increase to your service rate in accordance with your service agreement. Contact us if you have any questions.

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----



WASTE AWAY GROUP, INC.

PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
08/01/2022	0812139-2132-3	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 08/31/2022	\$1,581.16	

2132000117819453008008121390000015811600000158116 0

I2147073

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN.
APPENDIX N


Printed on recycled paper.

132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

08/01/22-08/31/22

Invoice Date:

09/01/2022

Invoice Number:

0814238-2132-1

How to Contact Us

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Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



Customer Service: (800) 284-2451

Your Payment is Due

10/01/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,589.11

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,581.16		(1,581.16)		0.00		1,589.11		1,589.11

IMPORTANT MESSAGES

Invoice includes price increase. Your enclosed invoice (next invoice for some customers billed in arrears) contains an agreed upon increase to your service rate in accordance with your service agreement. Contact us if you have any questions.

----- Please detach and send the lower portion with payment --- (no cash or staples) -----



WASTE AWAY GROUP, INC.

PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
09/01/2022	0814238-2132-1	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 10/01/2022	\$1,589.11	

2132000117819453008008142380000015891100000158911 9

I2147078

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

THINK GREEN®
APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

09/01/22-09/30/22

Invoice Date:

10/03/2022

Invoice Number:

0816359-2132-3

How to Contact Us

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



Customer Service: (800) 284-2451

Your Payment is Due

Your account is Past Due. Please pay immediately to avoid potential service interruption.

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$3,223.27

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,589.11		0.00		0.00		1,634.16		3,223.27

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR	09/05/22	577179	1.00	323.77
DISPOSAL PER TON			4.48	186.86
NO MINIMUM				0.00
Ticket Total				510.63
30 YD COMPACTOR	09/19/22	583392	1.00	323.77
DISPOSAL PER TON			4.98	207.71
NO MINIMUM				0.00
Ticket Total				531.48
30YD CONTAINER SVC CHG	09/01/22		1.00	592.05

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WM
WASTE AWAY GROUP, INC.
PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
10/03/2022	0816359-2132-3	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 11/02/2022	\$3,223.27	

2132000117819453008008163590000016341600000322327 1

12147081

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

10/01/22-10/31/22

Invoice Date:

11/01/2022

Invoice Number:

0818421-2132-9

How to Contact Us

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Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



Customer Service: (800) 284-2451

Your Payment is Due

12/01/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$2,025.91

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
3,223.27		(3,223.27)		0.00		2,025.91		2,025.91

DETAILS OF SERVICE

Details for Service Location:

Customer ID: 11-78194-53008

Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR	10/03/22	589740	1.00	323.77
DISPOSAL PER TON			3.87	161.41
NO MINIMUM				0.00
Ticket Total				485.18
30 YD COMPACTOR	10/17/22	596247	1.00	323.77
DISPOSAL PER TON			3.55	148.07
NO MINIMUM				0.00
Ticket Total				471.84
30 YD COMPACTOR	10/31/22	602512	1.00	323.77

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WASTE AWAY GROUP, INC.

PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
11/01/2022	0818421-2132-9	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 12/01/2022	\$2,025.91	

2132000117819453008008184210000020259100000202591 6

12147084

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: **WM CORPORATE SERVICES, INC.**
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N



132-0412690-2132-9



INVOICE

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

11/01/22-11/30/22

Invoice Date:

12/01/2022

Invoice Number:

0820490-2132-0

How to Contact Us

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Customer Service: (800) 284-2451

Your Payment is Due

12/31/2022

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,594.53

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
2,025.91		(2,025.91)		0.00		1,594.53		1,594.53

DETAILS OF SERVICE

Details for Service Location: **Customer ID: 11-78194-53008**
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409

Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	11/11/22	608577	1.00	323.77
Ticket Total			2.44	101.77
				0.00
				425.54
REPAIR PARTS	11/11/22	608845	1.00	0.00
Ticket Total				0.00
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	11/28/22	613661	1.00	323.77
			6.07	253.17
				0.00

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WASTE AWAY GROUP, INC.

PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
12/01/2022	0820490-2132-0	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 12/31/2022	\$1,594.53	

2132000117819453008008204900000015945300000159453 2

12147087

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N



132-0412690-2132-9



INVOICE

To view your Insert
Click the link below:
INSERT1

Customer ID:

11-78194-53008

Customer Name:

THE PINES AT BARNES CROSSING

Service Period:

12/01/22-12/31/22

Invoice Date:

01/03/2023

Invoice Number:

0822524-2132-4

How to Contact Us

Visit wm.com/MyWM

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



Customer Service: (800) 284-2451

Your Payment is Due

02/02/2023

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due

\$1,614.97

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
1,594.53		(1,594.53)		0.00		1,614.97		1,614.97

DETAILS OF SERVICE				
Details for Service Location:			Customer ID: 11-78194-53008	
Tup-Pines At Barnes Cross The (P), 4100 Gloster St N, Tupelo MS 38804-7409				
Description	Date	Ticket	Quantity	Amount
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	12/12/22	619928	1.00	323.77
Ticket Total			4.34	181.02
				0.00
				504.79
30 YD COMPACTOR DISPOSAL PER TON NO MINIMUM	12/26/22	624806	1.00	323.77
Ticket Total			4.66	194.36
				0.00
				518.13
30YD CONTAINER SVC CHG	12/01/22		1.00	592.05

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WASTE AWAY GROUP, INC.

PO BOX 43410
PHOENIX, AZ 85080
(800) 284-2451
(866) 384-1627 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
01/03/2023	0822524-2132-4	11-78194-53008
Payment Terms	Total Due	Amount
Total Due by 02/02/2023	\$1,614.97	

2132000117819453008008225240000016149700000161497 3

12147090

THE PINES AT BARNES CROSSING
4100 N GLOSTER ST
TUPELO MS 38804-7409

Remit To: WM CORPORATE SERVICES, INC.
AS PAYMENT AGENT
PO BOX 55558
BOSTON, MA 02205-5558

APPENDIX N



132-0412690-2132-9

Waste Mgt Invoices

Customer	Invoice Date	Service Date	Current Charge	
The Pines at Barnes Crossing	2/1/2020	01/01/20 to 01/31/20	1,422.60	43945
The Pines at Barnes Crossing	3/1/2020	02/01/20 to 02/28/20	1,444.26	44006
The Pines at Barnes Crossing	4/1/2020	03/01/20 to 03/31/20	1,415.76	44037
The Pines at Barnes Crossing	5/1/2020	04/01/20 to 04/30/20	1,454.52	44070
The Pines at Barnes Crossing	6/1/2020	05/01/20 to 05/31/20	1,443.50	44132
The Pines at Barnes Crossing	7/1/2020	06/01/20 to 06/30/20	1,922.04	44161
The Pines at Barnes Crossing	8/1/2020	07/01/20 to 07/30/20	1,462.88	44227
The Pines at Barnes Crossing	9/1/2020	08/01/20 to 08/31/20	1,540.73	44292
The Pines at Barnes Crossing	10/1/2020	09/01/20 to 09/30/20	1,536.43	44348
The Pines at Barnes Crossing	11/1/2020	10/01/20 to 10/31/20	1,478.17	44417
The Pines at Barnes Crossing	12/1/2020	11/01/20 to 11/30/20	1,979.93	44479
The Pines at Barnes Crossing	1/1/2021	12/01/20 to 12/31/20	1,481.69	44538
The Pines at Barnes Crossing	2/1/2021	01/01/21 to 01/31/21	1,461.36	44596
The Pines at Barnes Crossing	3/1/2021	02/01/21 to 02/28/21	1,465.66	44640
The Pines at Barnes Crossing	4/1/2021	03/01/21 to 03/31/21	1,795.27	44705
The Pines at Barnes Crossing	5/3/2021	04/01/21 to 04/30/21	1,485.21	44785
The Pines at Barnes Crossing	6/1/2021	05/01/21 to 05/31/21	1,974.83	44816
The Pines at Barnes Crossing	7/1/2021	06/01/21 to 06/30/21	1,534.86	44891
The Pines at Barnes Crossing	8/2/2021	07/01/21 to 07/30/21	1,493.81	44966
The Pines at Barnes Crossing	9/1/2021	08/01/21 to 08/31/21	1,599.61	45006
The Pines at Barnes Crossing	10/1/2021	09/01/21 to 09/30/21	573.83	45079
The Pines at Barnes Crossing	11/1/2021	10/01/21 to 10/31/21	1,531.49	45130
The Pines at Barnes Crossing	12/1/2021	11/01/21 to 11/30/21	2,037.57	45176
The Pines at Barnes Crossing	1/3/2022	12/01/21 to 12/31/21	1,518.97	45245
The Pines at Barnes Crossing	2/1/2022	01/01/22 to 01/31/22	1,579.14	45308
The Pines at Barnes Crossing	3/1/2022	02/01/22 to 02/28/22	1,539.57	45329
The Pines at Barnes Crossing	4/1/2022	03/01/22 to 03/31/22	1,600.54	45399
The Pines at Barnes Crossing	5/2/2022	04/01/22 to 04/30/22	1,597.31	45448
The Pines at Barnes Crossing	6/1/2022	05/01/22 to 05/31/22	2,040.41	45498
The Pines at Barnes Crossing	7/1/2022	06/01/22 to 06/30/22	1,545.22	45531
The Pines at Barnes Crossing	8/1/2022	07/01/22 to 07/31/22	1,581.16	45626
The Pines at Barnes Crossing	9/1/2022	08/01/22 to 08/31/22	1,589.11	ck 4757
The Pines at Barnes Crossing	10/1/2022	09/01/22 to 09/30/22	1,634.16	ck 4757
The Pines at Barnes Crossing	11/1/2022	10/01/22 to 10/31/22	2,025.91	ck 4791
The Pines at Barnes Crossing	12/1/2022	11/01/22 to 11/30/22	1,594.53	ck 4840
The Pines at Barnes Crossing	1/3/2023	12/01/22 to 12/31/22 due to the Pines	1,614.97	ck 4940
			56,997.01	
City of Tupelo	2/1/2023		1,608.30	
City of Tupelo	3/1/2023		1,607.88	

