

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

DECEMBER 19, 2023

Be it remembered that a regular meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, December 19, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Bryan led the invocation. Will Thomas, Boy Scout Troop #12, the pledge of allegiance.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Davis moved, seconded by Council Member Palmer, to approve the agenda and agenda order, as presented.

RECOGNITION GIRL/BOY SCOUTS

Members of Boy Scout Troop #12 were recognized. Those present were Will Perry, Will Thomas, Cohen Watson, Walker Tate and Isaiah Barber. Leader Duke Loden was also present.

PUBLIC RECOGNITION

Council Member Nettie Davis wished everyone a Merry Christmas and a prosperous New Year.

Council Member Travis Beard mentioned that Nettie Davis participated in a public radio announcement.

MAYOR'S REMARKS

Mayor Todd Jordan mentioned that the Tupelo Christmas Parade was a great success with an estimated 19,000 people attending the event. The Cadence arena has had a busy time with the Globetrotters and the Mississippi State University games using the facilities. Members of the Development Services Department recently attend a 5-day class in Mobile, Alabama, and received certifications. Those certified were: Jennifer Roberson, Sandy Shumaker, Troy Peck, Tanner Newman, Zach Vanstory and Penny Jolly. In closing, he wished everyone a very Merry Christmas!

PUBLIC HEARINGS

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS

A hearing was held on demolitions for the following properties, with property owners speaking, as indicated:

1849 McCullough Blvd - Leanna, resident of Pontotoc, who received the notice of hearing
 205 Bowen - Kara Lee Armstrong - daughter of home owner
 555 Magazine Street

IN THE MATTER OF BID 20232-048DS - COMPREHENSIVE PLAN 2025-2040 - REQUEST FOR QUALIFICATIONS TO CERTIFY THE RESPONSE FROM GOODWIN MILLS CAYWOOD (GMC) TO THE DEPARTMENT OF DEVELOPMENT SERVICES' REQUEST FOR QUALIFICATIONS AND AUTORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH GMC SUBSEQUENT TO RATIFICATION

Requests for qualifications (RFQ) were received by the City of Tupelo for consulting services on the 2025-2040 Comprehensive Plan in Bid # 2023-048DS. All submissions were reviewed and scored. This item was placed on the Study Agenda and on December 5, 2023, moved to the Action Agenda. Development Services Director Tanner Newman now requests that the Council approve the RFQ submitted by Goodwin Mills Caywood (GMC) and authorize the mayor to negotiate and execute a contract with GMC, subject to subsequent ratification by the City Council. Council Member Bryan moved, seconded by Council Member Davis, to award the RFQ to GMC and to authorize the mayor to negotiate and execute a contract to be ratified at a later time. The vote was unanimous in favor.
 APPENDIX A

IN THE MATTER OF MINUTES OF DECEMBER 5, 2023

Council Member Palmer moved, seconded by Council Member Gaston, to approve the minutes of the December 5, 2023 regular Council meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Bryan moved, seconded by Council Member Palmer, to approve the advertising and promotional items, as follows:

ICC	\$1,000	ICC 75th Diamond Anniversary Gala Sponsorship
Lee County Courier	\$375	Christmas Ad

The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF MOU WITH DEPARTMENT OF FINANCE (HOUSE BILL 603 SECTION 28(nu) FUNDING TO MATCH FEDERAL FUNDS TO IMPROVE RAILROAD

Council Member Bryan moved, seconded by Council Member Gaston to approve a Memorandum of Understanding (MOU) between the Mississippi Department of Finance (House Bill 603 Section 28(nu) and Administration and the City of Tupelo for the match of federal funds for construction of railroad

improvements for public safety and economic development improvements. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF MOU WITH DEPARTMENT OF FINANCE (HOUSE BILL 603 SECTION 28(iu) FUNDING TO IMPROVE BALLARD PARK

Council Member Bryan moved, seconded by Council Member Jones to approve a Memorandum of Understanding (MOU) between the Mississippi Department of Finance and Administration (House Bill 603 section 28(nu) and the City of Tupelo for the improvements to Ballard Park, including, but not limited to, inclusive playground equipment for special needs children. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF AGREEMENT BETWEEN THE MS DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF TUPELO AND TO AUTHORIZE MAYOR TO SIGN SAID AGREEMENT – PROJECT SAFE NEIGHBORHOODS

Council Member Gaston moved, seconded by Council Member Jones, to approve an agreement between the MS Department of Public Safety and the City of Tupelo and to authorize the Mayor to sign said agreement - Project Safe Neighborhoods. The City has been awarded a grant in the amount of \$34,610.00 for 6 neighborhood watch cameras. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF MUNICIPAL COURT CLERK TRAINING

Council Member Gaston moved, seconded by Council Member Mims, to accept the Municipal Court Clerk Training Certificate for Municipal Court Clerk, Rhonda L. Cole, and spread it on the municipal minutes. The vote was unanimous in favor. Mrs. Cole attended the 2022 Mississippi Municipal Court Clerk’s Continuing Education Course, September 20-22, 2023. Under Mississippi code Sec. 21-23-12, a training certificate of the Municipal Court Clerk is required to be made part of the permanent records of the City Council. A copy of the training certificate for Clerk Cole is attached to these minutes and made part hereof as APPENDIX G.

IN THE MATTER OF PROPERTIES FOR DEMOLITION

DDS Director Tanner Newman 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:

205 Bowen (Stephen D. Lee) (Parcel # 077Q-36-025-00)
555 Magazine Street (Parcel # 089P-31-070-00)
1849 McCullough Boulevard (Parcel # 076K-23-073-00)

Council Member Bryan moved, seconded by Council Member Palmer, 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). The vote was unanimous in favor of approval of the demolitions. APPENDIX H

IN THE MATTER OF LIEN RESOLUTIONS FOR UNPAID LOT MOWING INVOICES

Council Member Davis moved, seconded by Council Member Palmer, to approve Resolutions Assessing Judgment Liens Against Real Property for the Costs Associated with Lot Mowing in Accordance with Miss. Code Annotated § 21-19-11, for the following properties:

<u>Parcel</u>	<u>Location</u>
077Q-36-219-00	202 Enoch Avenue
101B-02-130-00	418 Lakeview

The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)

This item remains on the table.

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – CONGREGATE LIVING (TABLED AT NOVEMBER 7, 2023 MEETING)

Council Member Bryan moved, seconded by Council Member Palmer, to take this item off the table. The vote was unanimous in favor.

Council Member Bryan moved, seconded by Council Member Davis, to approve an Ordinance Amending Development Code Chapter 2: Definitions Defining and Identifying Different Types of Residential Development and Buildings TA23-01(1). The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING)

This item was left on the table.

IN THE MATTER OF AWARD OF BID 2023-057PW FOR BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET AND AUTHORIZATION OF MAYOR TO SIGN ON BEHALF OF THE CITY

The city advertised and accepted bids for Bid #2023-57PW – Bridge # 202 Replacement on West Main Street. Multiple bids were received with the lowest and best bid being from Ste-Bil Grading, Inc. in the amount of \$1,736,041.75. Council Member Bryan moved, seconded by Council Member Palmer, to award the bid to Ste-Bil Grading, Inc. and to authorize the mayor to sign the necessary documents to be subsequently ratified by the City Council. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES NOVEMBER 13, 2023

Council Member Palmer moved, seconded by Council Member Jones, to accept the minutes of the Major Thoroughfare Committee of November 13, 2023. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF BID #2023-058PD – EXPLORERS AND DURANGO

Bids were received for Bid #2023-58PD – Six (6) Ford Explorers and One (1) Dodge Durango. One bid was received from Cannon Motors. Council Member Davis moved, seconded by Council Member Gaston, to find the properly advertised, single bid as commercially reasonable, and to award the bid to Cannon Motors in the amount of \$ 336,505.52. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF APPROVAL OF PROPOSED CHANGE ORDER F-1 FINAL CLOSEOUT FOR GUM TREE PARK DRAINAGE IMPROVEMENTS ARPA 2023-029PW

Council Member Gaston moved, seconded by Council Member Mims, to approve change order # F-1 final closeout for ARPA Bid # 2023-029PW - Gum Tree Park Drainage improvements. The change order decreases the cost by \$3,379.00 for a total of \$410,736.00. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF OCTOBER 16, 2023

Council Member Bryan moved, seconded by Council Member Davis, to approve the Cadence Bank Arena minutes of October 16, 2023. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF BAD DEBT WRITE-OFF JULY 2022 – DECEMBER 2022

Council Member Palmer moved, seconded by Council Member Bryan, to approve writing off to the bad debt file the list of Water and Light Collections accounts. The total bad debt amount represents 0.11% of the total revenue for the period of July 2022 thru December 2022. Efforts will continue to be made to collect these accounts even though they have been transferred to this accounting classification. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF AN EMERGENCY PURCHASE OF 2,500 FEET OF # 2/0 UNDERGROUND PRIMARY WIRE

TWL Director Johnny Timmons requested the Council approve the emergency purchase of 2,500 feet of #20 underground primary wire. The lowest quote submitted by T & C Specialty Distributors, Inc. is \$19.67 per foot, for a total of \$49,175.00. The emergency purchase is necessary to maintain the current low, on-hand inventory of wire whose cost is subject to review at the time of shipment and whose lead time is a minimum of 20 weeks.

Council Member Bryan moved, seconded by Council Member Palmer, to find as necessary for the reasons cited above and approve the emergency purchase. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF AN EMERGENCY PURCHASE OF TWELVE (12) 25 kVA PADMOUNT TRANSFORMERS

TWL Director Johnny Timmons requested the Council approve the emergency purchase of twelve (12) 25 kVA padmount transformers. The lowest quote submitted by Arkansas Electric Cooperatives, Inc. is \$3,089.00 each, for a total of \$37,068.00. The emergency purchase is necessary to maintain the current low, on-hand inventory of transformers whose cost is subject to review at the time of shipment and whose lead time is a minimum of 3 months.

Council Member Gaston moved, seconded by Council Member Jones, to find as necessary for the reasons cited above and approve the emergency purchase. Of those present, the vote was unanimous in favor. APPENDIX R

IN THE MATTER OF AN EMERGENCY PURCHASE OF FIFTEEN (15) 25 kVA CONVENTIONAL TRANSFORMERS

TWL Director Johnny Timmons requested the Council approve the emergency purchase of fifteen (15) 25 kVA conventional transformers. The lowest quote submitted by Border States Electric is \$1,591.00 each, for a total of \$23,865.00. The emergency purchase is necessary to maintain the current low, on-hand inventory of transformers whose cost is subject to review at the time of shipment and whose lead time is a minimum of 12 months.

Council Member Palmer moved, seconded by Council Member Davis, to find as necessary for the reasons cited above and approve the emergency purchase. Of those present, the vote was unanimous in favor. APPENDIX S

IN THE MATTER OF REVIEW OF THE RESPONSES TO RFP 23-055PW AND TO AWARD A CONTRACT FOR DEBRIS REMOVAL SERVICES TO THE MOST RESPONSIBLE OFFEROR WHOSE PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY OF TUPELO AS DETERMINED BY THE EVALUATION CRITERIA CONTAINED IN THE RFP, AND SUCH CONTRACT SHALL BE EXECUTED BY THE MAYOR AND SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL

This item was tabled.


IN THE MATTER OF REVIEW OF THE RESPONSES TO RFP 23-056PW AND TO AWARD A CONTRACT FOR DEBRIS MONITORING SERVICES TO THE MOST RESPONSIBLE OFFEROR WHOSE PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY OF TUPELO AS DETERMINED BY THE EVALUATION CRITERIA CONTAINED IN THE RFP, AND SUCH CONTRACT SHALL BE EXECUTED BY THE MAYOR AND SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL

Council Member Bryan moved, seconded by Council Member Davis, to approve a "Resolution Certifying the Responses to RFP 23-056PW for Debris Monitoring Assistance and Declaring that it Would Be Most Advantageous to the City of Tupelo for Debristech to be Offered as 12 Month Contract for Debris Monitoring Services in Accordance with the Terms of the RFP, Applicable State of Mississippi Procurement Requirements, and the Provisions of 2 C.F.R. 200.320. The vote was unanimous in favor. APPENDIX T

ADJOURNMENT

There being no further business to come before the City Council at this time, Council Member Palmer moved, seconded by Council Member Bryan, to adjourn the meeting at 6:26 PM. The vote was unanimous in favor.

This the 19th day of December, 2023.



Travis Beard, Council President

ATTEST:



Missy Shelton, Council Clerk

APPROVED



Todd Jordan, Mayor

1-3-2024

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE December 14, 2023

SUBJECT: IN THE MATTER OF BID 2023-048DS – COMPREHENSIVE PLAN 2025-2040 - REQUEST FOR PROPOSALS (MOVED FROM STUDY AGENDA ON DECEMBER 5, 2023)TN

Request:

For approval of Bid 2023-048DS – Comprehensive Plan 2025-2040 – RFQs.

Rubric/ Points Available	Firm	JS	TN	NM	NOTES:
A. Qualifications: Firm qualifications, represented by previous experience, proven sustainability of prior work, references supporting previous experience, and firm access and availability to engage with City of Tupelo Administrative and Planning staff: 0-20 points	GMC	18	20	20	Southeastern based firm, large staff, diverse client listing similar to Tupelo, 10 month projection, immediate start date
	CZB	13	14	18	Smaller firm, Northeastern based offices, start date February 2024, 5 month projection, "boutique" client base, primarily Northeastern, impressive data modeling
B. Experience: The firm's experience in diverse areas of planning, including neighborhood connectivity, tax abatement incentives, blight and abandoned property development, infrastructure improvements, future land use planning, and beautification strategies: 0-20 points	GMC	20	20	20	Subjective approach to project development and deliverables, diverse deliverables across clients, variety of connectivity focused projects developed, Team experience in infrastructure development, projects developed based on rural struggles and tax based approaches
	CZB	12	15	18	Data-centric approach to Comprehensive Plan development, some area specific development/planning presented in submittal
C. Technical Expertise: The firm's technical expertise in data analysis in areas of density, drainage, connectivity concepts, zoning, and market feasibility of commercial development: 0-15 points	GMC	15	15	15	Wide array of expertise among staff and project development/clientele. Project development produced in house among 582 staff members, Storm water expert assigned to Tupelo project team
	CZB	15	15	15	Impressive research and feasibility concept presentation; expertise at detailed technical legal document deliverables
D. Publication Experience: The firm's experience in producing data for publication in the form of maps, analytics, policies and procedures, anticipated project outcomes, and municipal	GMC	8	9	10	Multiple comprehensive plans completed, detailed public information available online to document process, variety of legal deliverables and analytical studies presented
	CZB	10	9	9	Highly data based, market and community research and publication materials consistent across clientele, detailed analytics

<p>comprehensive plan publications: 0-10 points</p>	GMC	15	15	20	Code revisions, unified land development code production among clientele, documents reflect subjective needs of clientele, are inviting and user friendly
<p>E. Legal Documentation Experience: The firm's experience in producing legal documents for implementation into governing processes such as municipal Ordinances and Development Code amendments: 0-20 points</p>	CZB	15	15	20	Wide variety of detailed zoning, ordinance, and development code documents produced for clientele, research-based modeling evident
<p>F. Public Engagement Experience: The firm's ability to conduct public forums, provide opportunities to receive and analyze public feedback, and to engage with citizen participation efforts and community engagement and education of planning processes and outcomes. 0-15 points.</p>	GMC	15	15	15	Online forms, forums, process updates, website development, strategic neighborhood based public engagement meetings and feedback sessions, user friendly engagement processes, dynamic presentation
<p>TOTAL POINTS</p>	GMC	91	94	100	
	CZB	75	80	93	

MEMO

To: Tupelo City Council

From: Jenny Savely, City Planner, Department of Development Services

CC: Tanner Newman, Director of Development Services
Don Lewis, Chief Operating Officer
Kim Hanna, Chief Financial Officer
Missy Shelton, Council Clerk

Re: BID # 2023-048DS, Comprehensive Plan 2025-2040, Request for Qualifications

The Department of Development Services received submittals in response to a Request for Qualifications from two (2) qualified firms by the deadline of November 3, 2023. A review committee composed of Tanner Newman, Director of Development Services, Neal McCoy, City of Tupelo Project Manager, and Jenny Savely, City Planner. Opened bids on November 14, 2023 to review according to the publicized rubric.

The review committee has completed their review met and determined to enter into negotiations with Goodwyn Mills Caywood (GMC), see attached rubric score sheet.

We request that Council permit negotiations for scope of work and contract fee to begin with GMC toward a contract offer to consult in the development of the City's Comprehensive Plan.

**CHECK INFORMATION FOR COUNCIL MEETING
December 19, 2023**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-422483-422494;422495-422864 50002561-50002594

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: December 19, 2023
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

ICC	\$1,000	ICC 75 th Diamond Anniversary Gala Sponsorship
Lee County Courier	\$375	Christmas Ad

P. Lucas Berryhill

1325 Callaway Street

Tupelo, MS 38804

~~XXXXXXXXXX~~ Item # 8.

Professional Experience

Account Sales Specialist

Fastenal Tupelo, MS

Oct. 2017 – present

- *Responsible for Safety Management, Preventive Maintenance and all MRO order procurement
- *Prepares annual and quarterly reviews with customers
- *Meets or exceeds budgeted and new business gross margins

Field Service Coordinator

Grainger

Aug 2014 – Oct. 2017

- *Acted as the key contact for customers as it relates to current buying needs, buying patterns, identifying new opportunities to enhance customer relationships and problem solving
- *Built customer relationships by identifying customer needs and/or providing solutions
- *Understood the local market and the competitive landscape to ensure that customer needs and expectations were exceeded
- *Identified continuous improvement opportunities in productivity, process improvement and cycle time with all sales and services activities
- *Increased sales by 24%-43% respectively
- *Doubled customer foot print

TL/GL/Assistant Manager

MacLellan Integrated

Oct 2010 – Jan-2015

- *Actively participated in the growth of best practices and nurtured the growth of the team
- *Cultivated lasting mutually beneficial partnerships with customers and other contractors
- *Prepared annual site budget, budget narratives and quarterly forecasts
- *Met or exceeded budgeted and new business gross margins

Education

- Ohio Christian College BBA-Management/Marketing
- Memphis State University Business Administration
- State Technical Institute Construction Supervision and Management
- University of Mississippi Operations Management/Continuing Education
- United States Marine Corps
- OSHA 30 Studying for Mississippi Contractors License

Organizations and Associations

- JNA Design Review Committee
- JNA Traffic Committee
- University of Memphis – FAAC Board Member
- Mid-South Alumni Association – Board Member
- Chickasaw Council – Eagle Scout Review Board
- Past Chairman and President Junior Chamber of Commerce
- National Barbeque Association – Board Member/Judge
- Member of Lee County and Mississippi Master Gardeners



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE: 19 December 2023

SUBJECT: IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS DEPARTMENT OF PUBLIC SAFETY AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – PROJECT SAFE NEIGHBORHOODS AC

Request: The City of Tupelo has been awarded a grant in the amount of \$34,610.00 for 6 Neighborhood Watch Cameras.

Agency: Mississippi Department of Public Safety

Grant: FY'21 Project Safe Neighborhoods – Northern District

Grant #: 21PS2321

Match: There is no match.

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
 152 Watford Parkway Drive
 Canton, MS 39046
 Phone: (601) 391-4900 Fax: (601) 391-4936

JAN 25 2024

1. Name, Address, & Phone Number: City of Tupelo Post Office Box 7381 Tupelo, MS 38802 662-841-6565 abby.christian@tupeloms.gov	2. Effective Date: November 20, 2023 3. Sub-grant Number: 21PS2321 4. Grant Identifier: 15PBJA-21-GG-03038-GUNP 5. Beginning & Ending Dates: 11/20/2023- 09/30/2024 6. Sub-grant Payment Method: Cost Reimbursement <input checked="" type="checkbox"/> Other:
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7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$ 34,610.00						\$ 34,610.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$ 34,610.00						\$ 34,610.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist	Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: <p style="text-align: center;">Emberly K. Holmes Office Director</p>	10. Typed Name & Title of Authorized Sub-grantee Official: <p style="text-align: center;">Todd Jordan, Mayor City of Tupelo</p>

11. Signature: _____ Date: 11/15/2023 	12. Signature: _____ Date: 12/05/23
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**DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET**

1. Applicant Agency: City of Tupelo						
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date			
21PS2321	15PBJA-21-GG-03038-GUNP	November 20, 2023	September 30, 2024			
5. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:			
Funding Sources						
8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Project Safe Neighborhoods/ Northern District	\$ 34,610.00				\$ 34,610.00
TOTAL		\$ 34,610.00				\$ 34,610.00

Handwritten signature

**DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency: City of Tupelo		5. Ending Date		Page 1 of 1
2. Sub-grant Number 21PS2321	3. Grant Identifier Number 15PBJA-21-GG-03038-GUNP	4. Beginning Date November 20, 2023	5. Ending Date September 30, 2024	
6. Activity: FY2021 PSN / Northern District				

8. Category		11. Budget			
7. DFSP Use Only	9. Line Item	10. Description of item and/or Basis for Valuation	Federal	All Other	Total
	Equipment	AS-SafeCityCam-NHood (Camera) (6) @ \$4,800.00 ACC-ENT (Camera License) (6) @ 377.00 AS-SvcPlan (1 year) (1) @ \$3,455.00 First Net SIM Devices w/ Tethering	\$28,800.00 \$2,262.00 \$3,455.00 \$93.00		\$ 34,610.00 576
Total			\$ 34,610.00		\$ 34,610.00



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) PSN Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.
- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) PSN Standard Award Policy and Special Conditions

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) PSN Standard Award Policy and Special Conditions

3Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

PSN – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as “Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) PSN Standard Award Policy and Special Conditions

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700
or
e-mail: oig.hotline@usdoj.gov
Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans with Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) PSN Standard Award Policy and Special Conditions

equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R.

Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.



**Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
PSN Standard Award Policy and Special Conditions**

Please check one: Required Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPLANT CERTIFICATION

The City of Tupelo (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annual programmatic onsite monitoring visit or during a programmatic desk audit.



**Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
PSN Standard Award Policy and Special Conditions**

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of Tupelo
Agency's Name

21PS2321
Subgrant Award Number

Todd Jordan
Authorized Official (Please Print)

Mayor
Authorized Official Title

Todd Jordan
Authorized Official (Signature)

12/05/23
Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

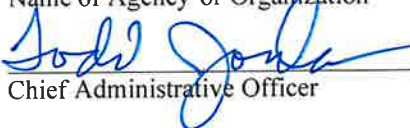
The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

City of Tupelo	21PS2321
Name of Agency or Organization	Subgrant Number
	
Chief Administrative Officer	
12/05/23	
Date	

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS
NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

**IN COOPERATION WITH THE FEDERAL
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS,
UNITED STATES DEPARTMENT OF JUSTICE**

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 152 Watford Parkway Drive, Canton, MS 39046**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 21PS2321

Award Amount \$ 34,610.00

Subgrant Project Title:

Organizational Name (Subgrantee or Funded Entity):

City of Tupelo

Address:

Post Office Box 7381
Tupelo, MS 38802

Telephone Number: 662-841-6565

Subgrantee Duration:

Beginning Date: 11/20/23

Ending Date: 9/30/24

Project Director's Name, Address and Telephone Number:

Abby Christian
Post Office Box 7381
Tupelo, MS 38802
662-841-6565

AUTHORIZED OFFICIAL'S CERTIFICATION

this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Todd Jordan
Authorized Official's Signature
(Subgrantee)

12/27/23
Date

Todd Jordan
Typed or Printed Name

Mayor
Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1**Federal Civil Rights Compliance Checklist**

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?
- Yes
 No

If yes, on what date did the subrecipient prepare the EEOP?

October 1, 2018 (revised Dec. 12, 2023)

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?
- Yes – submitted an EEOP Short Form
 Yes – submitted a certification
 No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

Notice to all employees upon application of employment

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

Notice to all employees upon application of employment

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

- Yes
- No *N/A*

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- Yes *N/A*
- No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- Yes *N*
- No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Staff translators

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- Yes
- No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following: *N/A*

a. Provide services to everyone regardless of religion or religious belief?

- Yes

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, City of Tupelo, hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of MS
[County] of Lee
Signed [or attested] before me on 2nd of January 2024 by Tiffany May

(Date) (Names(s) of Individual(s))

Tiffany May
Signature of notarial officer
Stamp



Mayor
Title of office
[My commission expires: 6/13/25.]

Todd Gordon
Authorized Signatory Official

ATTACHMENT F**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Todd Jordan, Mayor

Name and Title of Authorized Representative

Todd Jordan

Signature

12/05/23

Date

City of Tupelo

Name of Organization

71 East Troy St., Tupelo, MS 38804

Address of Organization

Revised May 2012

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Revised May 2012

ATTACHMENT G**CERTIFICATION REGARDING LOBBYING**

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

City of Tupelo, 11 E. Troy St., Tupelo, MS 38804
Name and Address of Organization

Judd Grube 12/05/23
Name of Authorized Individual
Signature and Date

21PS2321

Subgrant Number

Revised May 2012

PSN AWARD PACKET RETURN CHECKLIST

JAN 7 3 2024

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- One Signature Sheet signed in blue ink.
- Budget Summary Sheet (initialed)
- Cost Summary Sheet (initialed)
- OJP PSN Statement of Special Conditions
- OJP Sub-grant Standard Assurances (Attachment A)
- Certification of Equal Employment Opportunity (Attachment B)
- Federal Civil Rights Compliance Checklist (Attachment C-1)
- Civil Rights Training Certification Form (Attachment C-2)
- Certification Regarding Debarment (Attachment F)
- Certification Regarding Lobbying (Attachment G)
- Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:



Sub-grant Contact Person

05 Dec. 2023

Date



JAN 25 2024

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

November 15, 2023

Todd Jordan, Mayor
City of Tupelo
Post Office Box 7381
Tupelo, MS 38802

Subject: Project Number: 21PS2321
 Program: Project Safe Neighborhoods (PSN – Northern District)
 Effective Date: November 15, 2023

Dear Mayor Jordan:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Project Safe Neighborhoods (PSN)** in the amount of **\$34,610.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP PSN Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items 1 – 13 (*with the exception of item #9*) should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact O.J. Craft at (601) 391-4889.

Sincerely,


Emberly K. Holmes
Office Director



AGENDA REQUEST

TO: Mayor and City Council

FROM: Rhonda Cole, Court Administrator

DATE: December 14, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF MUNICIPAL COURT TRAINING
CERTIFICATE-RC

Request:

Approval of Municipal court training certificate.



Certificate of Completion

The Mississippi Judicial College
of the University of Mississippi Law Center
Presents this Certificate to

Rhonda L. Cole

for having attended the

2023 Municipal Court Clerks Conference
Silver Star Convention Center ~ Philadelphia, Mississippi
September 20-22, 2023

12.75 Hours

Nancy Daniel

Program Manager

Carole Murphy

Interim Director



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: December 19, 2023
SUBJECT: IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION
TN

Request:

Review and approve the demolition of substandard structures on the following properties:

205 Bowen (Stephen D. Lee)	077Q-36-025-00
555 Magazine Street	089P-31-070-00
1849 McCullough Boulevard	076K-23-073-00



HEARING NOTICE

11/17/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 24029

Vs.

**ESTATE OF JAMES H. HARRIS AND
MARY NEIL HARRIS AND ANY PERSON OR
ENTITY HAVING CLAIM AT PROPERTY LOCATED
AT 205 BOWEN STREET (STEPHEN D. LEE)**

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 **205 BOWEN STREET (STEPHEN D. LEE) PARCEL #077Q-36-025-00, 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 **12/05/2023, 445 North Church 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 17TH DAY OF NOVEMBER, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION**ADDRESS: 205 BOWEN STREET (STEPHEN D. LEE)****BASIC INFORMATION**

- ▶ PARCEL: 077Q-36-025-00
- ▶ CASE: 34029
- ▶ WARD: 4
- ▶ TAX VALUE: \$31,340
- ▶ VACANT: Yes
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$26,090

Left side \$37,240

Rear \$39,560

Across street Empty Lot

TAXES/LIENS

Taxes – Delinquent City liens: Yes

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 3
- ▶ CURRENT STATUS – Owner is deceased
- ▶ The property has been in this shape since the death of the owners. It was adjudicated in 2022, but sisters wanted their nephew to repair and sell the property. No permit was obtained and no work was done to bring it up to code.

01/11/2018

HARRIS JAMES H & MARY N
205 BOWEN
TUPELO, MS 38801

Re: CASE # 24029
205 STEPHEN D LEE ST,
PARCEL NUMBER: 077Q3602500



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
DEMOLISH DILAPIDATED BUILDING	DILAPIDATED HOUSE INCLUDING MISSING SIDING, ROTTEN FASCIA BOARDS, ALGAE GROWING ON HOUSE
	BEAMS ARE ROTTEN AND HOUSE APPEARS UNSAFE TO ENTER.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: <p style="text-align: right;">04/01/2022</p>	REINSPECTION DATE: <p style="text-align: center;">04/02/2022</p>
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Thank you in advance for your compliance. If you have questions, please call 662.841-6510.

Sincerely,

LYNDA FORD
Code Enforcement







HEARING NOTICE

11/17/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 45313

Vs.

ESTATE OF RUBY HUTCHISON AND ANY PERSON
OR ENTITY HAVING INTEREST IN PROPERTY LOCATED
AT 555 MAGAZINE STREET

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

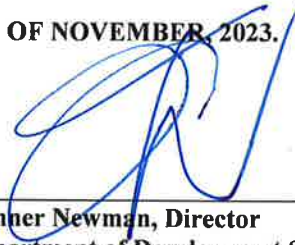
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

- 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 **555 MAGAZINE STREET PARCEL #088P-31-070-00, 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 **12/19/2023, 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

WITNESS MY SIGNATURE, THIS THE 17TH DAY OF NOVEMBER, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION**ADDRESS: 555 MAGAZINE STREET****BASIC INFORMATION**

- ▶ PARCEL: 089P-31-070-00
- ▶ CASE: 45313
- ▶ WARD: 3
- ▶ TAX VALUE: \$2,796
- ▶ VACANT: NO
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$23,780

Left side \$3,1720

Rear RRX

Across street EMPTY LOT

TAXES/LIENS

Taxes – CURRENT 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 - NO

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 5
- ▶ CURRENT STATUS – DAUGHTER OF OWNER LIVES IN THE HOUSE
- ▶ IT IS OUR SUSPICION THAT THE OWNER OF THE HOME IS ALLOWING THE HOMELESS TO LIVE IN THE SHED. AN EXTENSION CORD HAS BEEN RUN FROM THE MAIN HOUSE TO THE SHED.

10/18/2023

HUTCHISON RUBY ESTATE
22250 ACHORD RD
DENHAM SPRINGS, LA 70726

Re: CASE # 45313
555 MAGAZINE ST,
PARCEL NUMBER: 089P3107000



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
HOMELESSNESS	EVICT HOMELESS FROM YOUR SHED
JUNK AND LITTER	CLEAN UP ALL JUNK AND LITTER
DOG ON A ROPE	PUT DOG IN FENCED KENNEL
STORAGE OF MATERIALS	CLEAN OFF BACK PORCH

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING
DATE IN ORDER TO BE IN COMPLIANCE: 10/30/2023**

**REINSPECTION
DATE: 10/30/2023**

Thank you in advance for your compliance. If you have questions, please call 662.587.7236.

Sincerely,


LYNDA FORD
Code Enforcement

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.

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.

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.

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.

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

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

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

EXHIBIT A



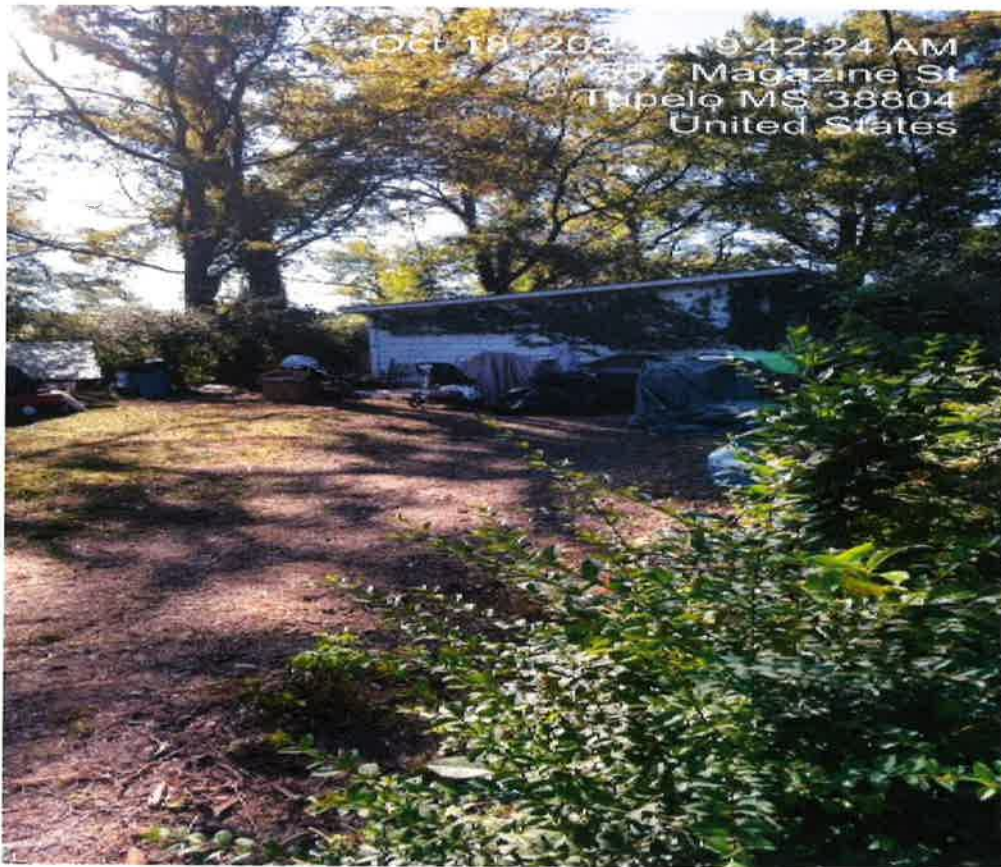
DOG
to KENNEL



Clean up
yard &
back
porch



Clean
up ground
shed.
No Homeless







HEARING NOTICE

11/17/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44215

Vs.

LAURENLUX NAILS & SPA, LLC

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

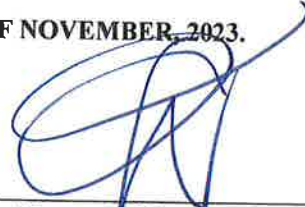
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

- 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 **1849 MCCULLOUGH BOULEVARD, PARCEL #076K-23-073-00, 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 **12/19/2023, 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

WITNESS MY SIGNATURE, THIS THE 17TH DAY OF NOVEMBER, 2023.



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

616
BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

ADDRESS: 1849 MCCULLOUGH BOULEVARD

BASIC INFORMATION

- ▶ PARCEL: 076K-23-073-00
- ▶ CASE: 44215
- ▶ WARD: 6
- ▶ TAX VALUE: \$29,240
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$23,780

Left side \$3,1720

Rear RRX

Across street EMPTY LOT

TAXES/LIENS

Taxes – CURRENT 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 - NO

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 2
- ▶ CURRENT STATUS – OUT OF TOWN OWNERS
- ▶ THIS BUILDING WAS AN OLD SERVICE STATION MANY YEARS AGO. IT HAS BEEN VACANT FOR THE PAST 15 YEARS

06/01/2023

LAURENLUX NAIL & SPA LLC
 6300 SANDBOURNE EAST
 OLIVE BRANCH, MS. 39654

Re: CASE # 44215
 MCCULLOUGH BLVD,
 PARCEL NUMBER: 076Q2402600



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
21-19-11 DEMOLITION	RAPAIR OR DEMOLISH BUILDING BY DATE BELOW

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 7.2.23	REINSPECTION DATE: 7.2.23
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Thank you in advance for your compliance. If you have questions, please call 662.587.7632.

Sincerely,

 LYNDA FORD
 Code Enforcement

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

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

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





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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 45357

OSCAR HILARIO

OWNER

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

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

Property Owner:	OSCAR HILARIO
Address of Owner:	168 MOUNTAIN LEADER TRAIL SALTILLO, MS 38866
Parcel Number:	077Q-36-219-00
Address of Violation:	202 ENOCH AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **11/21/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **12/19/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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


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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of December, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
TRAVIS BEARD, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN., Mayor

12-20-2023
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 45275

TTLBL, LLC

OWNER

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

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

Property Owner: TTLBL, LLC
Address of Owner: 4747 EXECUTIVE DRIVE STE 510
SAN DIEGO, CA 92121
Parcel Number: 101B-02-130-00
Address of Violation: 418 LAKEVIEW DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **11/07/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **12/19/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30th day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 19th day of December, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
TRAVIS BEARD, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN., Mayor

12-20-2023
Date

**ORDINANCE AMENDING DEVELOPMENT CODE CHAPTER 2 –
DEFINITIONS DEFINING AND IDENTIFYING DIFFERENT TYPES OF
RESIDENTIAL DEVELOPMENT AND BUILDINGS
TA23-01 (1)**

WHEREAS, the City of Tupelo adopted an ordinance known as the Development Code on October 1, 2013; and

WHEREAS, the Development Code governs all zoning and development and applies to all land, buildings, structures and uses located within the corporate limits of the City of Tupelo; and

WHEREAS, the ordinance is adopted, pursuant to authority granted to the City of Tupelo by Section 17-1-1, et seq. of the Mississippi Code Annotated (1972); and

WHEREAS, the Department of Development Services and the Planning Committee have reviewed and considered information regarding the need to revise certain provisions of the Development Code and have conducted a public hearing with notice published in the Northeast Mississippi Daily Journal at a regular meeting of the Planning Committee on the proposed text amendments; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at a regularly scheduled meeting to review and consider recommendations proposed by the Tupelo Department of Development Services and the Tupelo Planning Committee concerning text amendments to the Development Code, and

WHEREAS, since the enactment of the City of Tupelo Development Code, based on experience, actual applications of the code have shown that new types of residential development and buildings have emerged, and the need has arisen to further define, categorize and comport traditional residential development with the law since the passage of the 2013 Tupelo Development Code; and

WHEREAS, the changes and additions to Chapter 2: Definitions of the City of Tupelo Development Code do not change zoning maps, boundaries or uses within zones and are based on substantial evidence set forth in the findings below; and

WHEREAS, the City Council finds and determines it necessary to amend the current Development Code to protect the public health, safety, morals and general welfare, and the provisions below are necessary, fair and reasonable.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, as follows:

SECTION 1. The prefatory statements are hereby incorporated herein.

SECTION 2. The City Council finds by substantial evidence that these definitional amendments do not change zoning maps, boundaries or uses within zones and are necessary to protect the public health, safety, morals and general welfare and are necessary, fair and reasonable.

SECTION 3. The City Council additionally bases the above findings and this amendment on the prefatory paragraphs incorporated herein, staff recommendations, minutes of the Tupelo Planning Committee, comments and discussions before the Tupelo Planning Committee, public hearings comments before the Tupelo Planning Committee, two work sessions conducted by the City Council, a public hearing before the City Council and discussions at this and subsequent meetings.

SECTION 4. The following definitions in the Chapter 2 of the current Development Code, CONGREGATE LIVING, CONGREGATE LIVING 1, CONGREGATE LIVING 2, CONGREGATE LIVING 3, DWELLING, DUPLEX and DWELLING TOWNHOUSE shall be removed and replaced to read as follow:

CONGREGATE LIVING FACILITIES. A building or part thereof that contains sleeping units where residents share bathroom or kitchen facilities or both, and are either constructed under Section 310.1 Residential Group R of the International Building Code, or once constructed such use is changed to a classification under Section 310.1 Residential Group R of the International Building Code. Section 310.1 Residential Group R of the International Building Code requires different fire protection and life safety systems, means of egress and accessibility measures than other residential use buildings. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the International Residential Code.

CONGREGATE LIVING FACILITY RESIDENTIAL GROUP R-1. Boarding houses (transient) with more than 10 occupants, congregate living facilities (transient) with more than 10 occupants, hotels (transient) and motels (transient).

CONGREGATE LIVING FACILITY RESIDENTIAL GROUP R-2. Residential Group R-2 occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily permanent in nature, including:

Multi-family apartment houses

Congregate living facilities (nontransient) with more than 16 occupants

Boarding houses (nontransient)

Convents

Dormitories

Fraternities and sororities

Monasteries

Hotels (nontransient)

Live/work units

Motels (nontransient)

Vacation timeshare properties

CONGREGATE LIVING FACILITY RESIDENTIAL GROUP R-3. Residential

Group R-3. Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two dwelling units

Care facilities that provide accommodations for five or fewer persons receiving care provided care facilities for five or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code.

Congregate living facilities (nontransient) with 16 or fewer occupants

Boarding houses (nontransient)

Convents

Dormitories

Fraternities and sororities

Monasteries

Congregate living facilities (transient) with 10 or fewer occupants

Boarding houses (transient)

Lodging houses (transient) with five or fewer guest rooms and 10 or fewer occupants.

Owner-occupied *lodging houses* with five or fewer *guest rooms* and 10 or fewer total occupants shall be permitted to be constructed in accordance with the *International Residential Code*.

CONGREGATE LIVING FACILITY RESIDENTIAL GROUP R-4. Residential Group R-4 occupancy shall include buildings, structures or portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive *custodial care*. Buildings of Group R-4 shall be classified as one of the occupancy conditions specified below. This group shall include, but not be limited to, the following:

Alcohol and drug centers

Assisted living facilities

Congregate care facilities

Group homes

Halfway houses

Residential board and care facilities

Social rehabilitation facilities

Condition 1. This occupancy condition shall include buildings in which all persons receiving custodial care, without any assistance, are capable of responding to an emergency situation to complete building evacuation.

Condition 2. This occupancy condition shall include buildings in which there are any persons receiving custodial care who require limited verbal or physical assistance while responding to an emergency situation to complete building evacuation.

DWELLING, DUPLEX: A residential unit that contains two housing units which share a no-through access common wall in a single structure on a single lot. Individual units may be located on separate floors or side-by-side. A duplex shall have open yards on all sides and not be attached to any other building.

DWELLING, TOWNHOUSE: A single family dwelling in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

SECTION 5. The following definitions shall be added by insertion alphabetically to Chapter 2 – DEFINITIONS of the City of Tupelo Development Code.

BOARDING HOUSE. A building arranged for lodging with or without compensation, with or without meals, and not occupied as a single family unit.

CHANGE OF OCCUPANCY. A change in the use of a building or a portion a building which results in one of the following:

1. A change of occupancy classification.
2. A change from one group to another group within an occupancy classification.
3. Any change in use within a group for which there is a change in application of the requirements of this code.

CUSTODIAL CARE. Assistance with day-to-day living tasks; such as assistance with cooking, taking medication, bathing, using toilet facilities and other tasks of daily living. Custodial care includes persons receiving care who have the ability to respond to emergency situations and evacuate at a slower rate and/or who have mental and psychiatric complications.

DORMITORY. A space in a building where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons not members of the same family group, under joint occupancy and single management, as in college dormitories or fraternity houses.

DWELLING. A building that contains one or two *dwelling units* used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

DORMITORY. A space in a building where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons not members of the same family group, under joint occupancy and single management, as in college dormitories or fraternity houses.

EMERGENCY SHELTER. Any facility whose primary purpose is to provide a temporary shelter for the homeless in general or for specific populations of the homeless with defined length of stay and which does not require occupants to sign leases or occupancy agreements. All transient housing shelters, regardless of occupancy, are regulated by congregate living standards of use. Additional standards of use are regulated by Section 11.10 of this Code. Additional standards of the International Building Code may apply according to occupancy.

EXISTING BUILDING/STRUCTURE. A building erected prior to the date of adoption of the appropriate code, or one for which a legal building *permit* has been issued.

INTERNATIONAL EXISTING BUILDING CODE. The provisions of this code shall apply to the repair, alteration, change of occupancy, addition to and relocation of existing buildings. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire, explosion and other hazards, and

to provide a reasonable level of safety to life and property from fire, explosion and other hazards, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the International Fire Code or International Property Maintenance Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public. Where determining the appropriate application of the referenced sections of this code, the occupancy and use of a building shall be determined in accordance with Chapter 3 of the International Building Code.

INTERNATIONAL RESIDENTIAL CODE. The International Residential Code (IRC) was created to serve as a complete, comprehensive code regulating the construction of single-family houses, two-family houses (duplexes) and buildings consisting of three or more townhouse units. All buildings within the scope of the IRC are limited to three stories above grade plane. The provisions of this code shall apply to the construction of any one- or two- family dwelling or portion thereof, including townhouses, used or intended to be used for human habitation, for living, sleeping, cooking or eating purposes, or any combination thereof, or any combination thereof, or any accessory structure, unless otherwise excepted by the City Council of Tupelo, Mississippi.

GROUP HOME. A facility for social rehabilitation, substance abuse or mental health problems that contains a group housing arrangement that provides *custodial care* but does not provide medical care.

INCAPABLE OF SELF-PRESERVATION. Persons who, because of age, physical limitations, mental limitations, chemical dependency or medical treatment, cannot respond as an individual to an emergency situation.

INTENDED TO BE OCCUPIED AS A RESIDENCE. This refers to a *dwelling unit* or *sleeping unit* that can or will be used all or part of the time as the occupant's place of abode.

LESSEE. A person, firm, corporation, or other legal entity using or occupying or entitled to use or occupy any part of a premises in accordance with agreement between the entity and the property owner.

LIVE/WORK UNIT. A *dwelling unit* or *sleeping unit* in which a significant portion of the space includes a nonresidential use that is operated by the tenant.

LODGING HOUSE. A one-family dwelling where one or more occupants are primarily permanent in nature and rent is paid for guest rooms.

MULTIFAMILY DEVELOPMENT. Parcel or multiple adjacent parcels of the same ownership or development on which are located more than one structure defined as a multifamily dwelling unit, duplex, condominium or townhouse, or where more than one off-site built single family residential unit, such as a modular home, mobile home, or manufactured housing, is located under the same ownership or development. Standards of use are regulated by Section 11.11 of this Code.

MEDICAL CARE. Care involving medical or surgical procedures, nursing or for psychiatric purposes.

NON-CONGREGATE SHELTER. Also known as transient boarding houses; any facility or location where each individual or household, meeting specific eligibility criteria due to an emergency situation is provided lodging without a legal or formal

occupancy agreement when congregate sheltering is unavailable or longer term temporary sheltering is required but which differs from congregate shelters in that some level of privacy is offered through the separation of living units such as hotels, motels, or dormitories. Standards of use are regulated by Section 11.10 and must meet multi-family development standards including compliance with all rental standards of Section 11.11 and Congregate Living Facilities standards in Section 11.8.

NON-TRANSIENT. Tenant or person whose resides in the same building or quarters for thirty days or more.

NURSING HOMES. Facilities that provide care, including both intermediate care facilities and skilled nursing facilities where any of the persons are *incapable of self-preservation*.

OWNER. Any person, agent, operator, entity, firm or corporation having any legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding an interest or title to the property; or otherwise having possession or control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, heirs, executors, administrators or assigns, and also includes a firm, partnership or corporation, its or their successors or assigns, or the agent of any of the aforesaid.

PERSONAL CARE SERVICE. The care of persons who do not require *medical care*. Personal care involves responsibility for the safety of the persons while inside the building.

SUBLESSEE. A person, firm, corporation, or other legal entity using or occupying or entitled to use or occupy any part of a premises in which they are not the primary lease holder with the property owner as provided by the lessee.

TOWNHOUSE. A single-family *dwelling unit* constructed in a group of three or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides.

TRANSIENT. Tenant or person whose occupancy of a dwelling unit or sleeping unit is not more than 30 days.

SECTION 6. This amendatory ordinance has been articulated to be consistent with the constitution and laws of the State of Mississippi. The City Council finds that this amendatory ordinance does not violate any provision of the United States Constitution and laws. In the event that any court of competent jurisdiction finds that any provision of this amendatory ordinance is unconstitutional or invalid, the remainder shall stay in full force and effect.

SECTION 7. This ordinance shall become effective on the thirtieth (30th) day following the adoption hereof. The City Council Clerk shall cause the ordinance to be published one (1) time in a local newspaper with a general circulation.

The foregoing ordinance was proposed in a motion by Council Member *Bryan* , seconded by Council Member *Davis* , and after discussion, no council member having called for a reading, was brought to a vote as follows:

Council Member Chad Mims	<i>Aye</i>
Council Member Lynn Bryan	<i>Aye</i>
Council Member Travis Beard	<i>Aye</i>
Council Member Nettie Davis	<i>Aye</i>
Council Member Buddy Palmer	<i>Aye</i>
Council Member Janet Gaston	<i>Aye</i>
Council Member Rosie Jones	<i>Aye</i>

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 19th day of December, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: *Travis Beard*
TRAVIS BEARD, President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:
Todd Jordan
TODD JORDAN, Mayor

DATE:
1-3-2024



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE December 15, 2023

SUBJECT: IN THE MATTER OF AWARD OF BID 2023-057PW FOR BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET AND AUTHORIZATION OF MAYOR TO SIGN ON BEHALF OF THE CITY **DRB**

Request: Engineer's estimate was for \$2,200,000. The lowest and best bid was submitted by Ste-Bil Grading, Inc. for the amount of \$1,736,041.75 This is 21.1% **BELOW** the Engineer's Estimate.



CCE 3-10040

December 14, 2023

Honorable Mayor Todd Jordan
City of Tupelo
PO Box 1485
Tupelo, MS 38802

**BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET
CITY OF TUPELO, MS**

Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the tabulation is enclosed along with the original bids.

Please note that **STE-BIL GRADING, INC.** submitted the low **TOTAL BASE BID** of **\$1,736,041.75**.

Ste-Bil Grading, Inc. is an experienced contractor in reputable standing and has the essential resources to perform the work required.

Please advise should there be concerns.

A handwritten signature in dark ink, appearing to read 'Mark Weeden', is written over a light blue horizontal line.

Mark Weeden, P.E.
Principal/ Project Manager

December 14, 2023 @ 10AM Tupelo City Hall - Conference Room B, 71 East Troy Street, Tupelo, MS 38804		22458-MC Ste-Bil Grading, Inc. 148 County Road 509 Waerford, MS 38685		12513-MC M&N Excavators, Inc. PO Box 2489 Oxford, MS 38655		14987-MC Glasgow Construction Co., Inc 521 Glasgow Loop Gunn, AL 35563		22593-MC Cook and Son, LLC 60146 Seminole Rd Smithville, MS 38870		11403-MC Century Const. Group, Inc. PO Box 1366 Tupelo, MS 38802		02175-MC Talbot Bros. Contracting, Inc. PO Box 364 Nesbit, MS 38651		
Item No.	Item	Quantity	Unit	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
BRIDGE 202 REPLACEMENT														
ROA														
1	Mobilization	1.00	LS	\$ 120,000.00	\$ 120,000.00	\$ 91,400.00	\$ 91,400.00	\$ 56,100.00	\$ 56,100.00	\$ 306,316.00	\$ 306,316.00	\$ 70,000.00	\$ 70,000.00	
2	Clearing and Grubbing	1.00	LS	\$ 25,000.00	\$ 25,000.00	\$ 30,500.00	\$ 30,500.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 90,000.00	\$ 90,000.00	
3	Removal of Bridge	1.00	Unit	\$ 50,000.00	\$ 50,000.00	\$ 42,000.00	\$ 42,000.00	\$ 40,000.00	\$ 40,000.00	\$ 75,000.00	\$ 75,000.00	\$ 124,000.00	\$ 124,000.00	
4	Removal of Inlets	3.00	Unit	\$ 1,500.00	\$ 4,500.00	\$ 1,570.00	\$ 4,710.00	\$ 500.00	\$ 1,500.00	\$ 2,500.00	\$ 7,500.00	\$ 1,000.00	\$ 3,000.00	
5	Removal of Curb & Gutter	380.00	LF	\$ 10.00	\$ 3,800.00	\$ 11.50	\$ 4,370.00	\$ 25.00	\$ 9,500.00	\$ 15.00	\$ 5,700.00	\$ 27.00	\$ 10,260.00	
6	Removal of Driveways (All Types)	525.00	SY	\$ 10.00	\$ 5,250.00	\$ 20.50	\$ 10,762.50	\$ 25.00	\$ 13,125.00	\$ 20.00	\$ 10,500.00	\$ 42.00	\$ 22,050.00	
7	Removal of Pipe (All Sizes)	20.00	LF	\$ 10.00	\$ 200.00	\$ 112.50	\$ 2,250.00	\$ 100.00	\$ 2,000.00	\$ 25.00	\$ 500.00	\$ 50.00	\$ 1,000.00	
8	Excavation (PM)	909.00	CY	\$ 15.00	\$ 13,635.00	\$ 15.00	\$ 13,635.00	\$ 20.00	\$ 18,180.00	\$ 12.00	\$ 10,908.00	\$ 15.00	\$ 13,635.00	
9	Borrow Excavation (Contractor Furnished) (Class 9-6) (PM)	3,087.00	CY	\$ 18.00	\$ 55,566.00	\$ 22.00	\$ 67,914.00	\$ 20.00	\$ 61,740.00	\$ 18.00	\$ 55,566.00	\$ 29.00	\$ 89,523.00	
10	Geotextile Fabric Stabilization (Type V) (AOS <0.43)	1,774.00	SY	\$ 3.00	\$ 5,322.00	\$ 3.00	\$ 5,322.00	\$ 7.00	\$ 12,418.00	\$ 2.50	\$ 4,435.00	\$ 4.00	\$ 7,096.00	
11	Granular Material (LVM) (Class 5, Group C)	62.00	CY	\$ 100.00	\$ 6,200.00	\$ 89.00	\$ 5,518.00	\$ 55.25	\$ 3,425.50	\$ 60.00	\$ 3,720.00	\$ 165.00	\$ 10,230.00	
12	Crushed Stone (3/4" & Down) (FM)	664.00	CY	\$ 100.00	\$ 66,400.00	\$ 112.00	\$ 74,368.00	\$ 61.63	\$ 40,922.32	\$ 70.00	\$ 46,480.00	\$ 120.00	\$ 79,680.00	
13	Hot Mix Asphalt, ST, 9.5 mm	382.00	TON	\$ 200.00	\$ 76,400.00	\$ 232.76	\$ 88,914.32	\$ 232.76	\$ 88,914.32	\$ 155.00	\$ 59,210.00	\$ 250.00	\$ 95,500.00	
14	Hot Mix Asphalt, ST, 12.5 mm	210.00	TON	\$ 265.00	\$ 55,650.00	\$ 232.50	\$ 48,825.00	\$ 341.12	\$ 71,635.20	\$ 150.00	\$ 31,500.00	\$ 365.00	\$ 76,650.00	
15	Cold Milling of Bituminous Pavement, All Depths	107.00	SY	\$ 15.00	\$ 1,605.00	\$ 76.00	\$ 8,132.00	\$ 85.07	\$ 9,102.49	\$ 10.00	\$ 1,070.00	\$ 91.00	\$ 9,737.00	
16	Structural Concrete, Minor Structures	18.00	CY	\$ 3,000.00	\$ 54,000.00	\$ 1,270.00	\$ 22,860.00	\$ 2,600.00	\$ 46,800.00	\$ 2,000.00	\$ 36,000.00	\$ 3,200.00	\$ 57,600.00	
17	Reinforcing Steel	1,092.00	LB	\$ 3.00	\$ 3,276.00	\$ 2.40	\$ 2,620.80	\$ 1.50	\$ 1,638.00	\$ 1.50	\$ 1,638.00	\$ 1.80	\$ 1,965.60	
18	18" Reinforced Concrete Pipe, Class III	12.00	LF	\$ 100.00	\$ 1,200.00	\$ 210.00	\$ 2,520.00	\$ 158.64	\$ 1,903.68	\$ 100.00	\$ 1,200.00	\$ 150.00	\$ 1,800.00	
19	Castings	237.00	LB	\$ 10.00	\$ 2,370.00	\$ 3.00	\$ 711.00	\$ 15.00	\$ 3,555.00	\$ 5.00	\$ 1,185.00	\$ 7.25	\$ 1,718.25	
20	Guardrail, "V" Beam	250.00	LF	\$ 34.00	\$ 8,500.00	\$ 43.00	\$ 10,750.00	\$ 37.35	\$ 9,337.50	\$ 33.95	\$ 8,487.50	\$ 40.00	\$ 10,000.00	
21	Guardrail, Bridge End Section, Type "T" Thrie Beam	4.00	EA	\$ 4,210.00	\$ 16,840.00	\$ 5,330.00	\$ 21,320.00	\$ 4,631.00	\$ 18,524.00	\$ 4,210.00	\$ 16,840.00	\$ 5,000.00	\$ 20,000.00	
22	Guardrail, Terminal End Section	4.00	EA	\$ 4,149.00	\$ 16,596.00	\$ 4,565.00	\$ 18,260.00	\$ 4,150.00	\$ 16,600.00	\$ 4,150.00	\$ 16,600.00	\$ 4,150.00	\$ 16,600.00	
23	Roadway Construction Surveying	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,865.00	\$ 8,865.00	\$ 16,750.00	\$ 16,750.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	
24	Bridge Construction Surveying	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,865.00	\$ 8,865.00	\$ 16,750.00	\$ 16,750.00	\$ 5,000.00	\$ 5,000.00	\$ 30,000.00	\$ 30,000.00	
25	Concrete Driveway	181.00	SY	\$ 110.00	\$ 19,910.00	\$ 100.00	\$ 18,100.00	\$ 200.00	\$ 36,200.00	\$ 105.00	\$ 19,005.00	\$ 140.00	\$ 25,340.00	
26	Concrete Header Curb	102.00	LF	\$ 35.00	\$ 3,570.00	\$ 25.00	\$ 2,550.00	\$ 75.00	\$ 7,650.00	\$ 35.00	\$ 3,570.00	\$ 42.00	\$ 4,284.00	
27	Combination Concrete Curb & Gutter	789.00	LF	\$ 35.00	\$ 27,615.00	\$ 37.00	\$ 29,193.00	\$ 45.00	\$ 35,505.00	\$ 35.00	\$ 27,615.00	\$ 42.00	\$ 33,138.00	
28	Maintenance of Traffic	1.00	LS	\$ 11,000.00	\$ 11,000.00	\$ 13,900.00	\$ 13,900.00	\$ 15,000.00	\$ 15,000.00	\$ 11,000.00	\$ 11,000.00	\$ 18,000.00	\$ 18,000.00	
29	Additional Construction Signs	30	SF	\$ 10.00	\$ 300.00	\$ 10.00	\$ 300.00	\$ 22.00	\$ 660.00	\$ 10.00	\$ 300.00	\$ 10.00	\$ 300.00	
30	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mil. Min)	0.67	MI	\$ 8,000.00	\$ 5,360.00	\$ 6,700.00	\$ 4,582.00	\$ 9,280.00	\$ 6,217.60	\$ 8,000.00	\$ 5,360.00	\$ 9,000.00	\$ 6,030.00	
31	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mil. Min.)	1,140.00	LF	\$ 3.00	\$ 3,420.00	\$ 3.80	\$ 4,332.00	\$ 3.36	\$ 3,830.40	\$ 3.00	\$ 3,420.00	\$ 3.50	\$ 3,990.00	
32	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (120 Mil. Min.)	941.00	LF	\$ 10.00	\$ 9,410.00	\$ 12.70	\$ 11,950.70	\$ 11.61	\$ 10,925.01	\$ 10.00	\$ 9,410.00	\$ 11.00	\$ 10,351.00	
33	4" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (90 Mil. Min.)	1,256.00	LF	\$ 4.00	\$ 5,024.00	\$ 4.72	\$ 5,928.32	\$ 4.00	\$ 5,024.00	\$ 4.00	\$ 5,024.00	\$ 4.50	\$ 5,624.00	
34	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (120 Mil. Min.)	414.00	LF	\$ 4.00	\$ 1,656.00	\$ 5.00	\$ 2,070.00	\$ 4.72	\$ 1,954.08	\$ 4.00	\$ 1,656.00	\$ 4.50	\$ 1,863.00	
35	Thermoplastic Legend (White) (120 Mil. Min.)	80.00	LF	\$ 15.00	\$ 1,200.00	\$ 19.00	\$ 1,520.00	\$ 17.43	\$ 1,394.40	\$ 15.00	\$ 1,200.00	\$ 17.00	\$ 1,360.00	
36	Two Way Yellow Reflective High Performance Raised Markers	116.00	EA	\$ 10.00	\$ 1,160.00	\$ 12.70	\$ 1,473.20	\$ 11.67	\$ 1,353.72	\$ 10.00	\$ 1,160.00	\$ 11.00	\$ 1,276.00	
37	ReflectORIZED Traffic Object Marker (Encapsulated Lens) (Type 3)	4.00	EA	\$ 200.00	\$ 800.00	\$ 255.00	\$ 1,020.00	\$ 233.40	\$ 933.60	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	
38	ReflectORIZED Traffic Delineator Sign (Encapsulated Lens)	20.00	EA	\$ 60.00	\$ 1,200.00	\$ 76.00	\$ 1,520.00	\$ 67.20	\$ 1,344.00	\$ 23.25	\$ 465.00	\$ 60.00	\$ 1,200.00	
39	ReflectORIZED Traffic Regulatory Sign With Supp. Plate (Encapsulated Lens)	4.00	EA	\$ 300.00	\$ 1,200.00	\$ 380.00	\$ 1,520.00	\$ 350.00	\$ 1,400.00	\$ 300.00	\$ 1,200.00	\$ 350.00	\$ 1,400.00	
ERO:														
40	Agricultural Limestone	2.00	TON	\$ 500.00	\$ 1,000.00	\$ 633.00	\$ 1,266.00	\$ 800.00	\$ 1,600.00	\$ 500.00	\$ 1,000.00	\$ 600.00	\$ 1,200.00	
41	Commercial Fertilizer (13-13-13)	1.00	TON	\$ 2,000.00	\$ 2,000.00	\$ 1,583.00	\$ 1,583.00	\$ 1,300.00	\$ 1,300.00	\$ 1,250.00	\$ 1,250.00	\$ 1,400.00	\$ 1,400.00	
42	Ammonium Nitrate	0.25	TON	\$ 2,000.00	\$ 500.00	\$ 1,275.00	\$ 318.75	\$ 4,500.00	\$ 1,125.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	
43	Seeding	1.00	ACRE	\$ 1,200.00	\$ 1,200.00	\$ 1,900.00	\$ 1,900.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	
44	Vegetative Materials for Mulch	2.00	TON	\$ 1,000.00	\$ 2,000.00	\$ 1,270.00	\$ 2,540.00	\$ 1,100.00	\$ 2,200.00	\$ 2,000.00	\$ 2,000.00	\$ 1,175.00	\$ 2,350.00	
45	Solid Sodding	100.00	SY	\$ 8.00	\$ 800.00	\$ 12.70	\$ 1,270.00	\$ 20.00	\$ 2,000.00	\$ 10.00	\$ 1,000.00	\$ 11.75	\$ 1,175.00	
46	Temporary Silt Fence (Type I or II)	2,373.00	LF	\$ 5.00	\$ 11,865.00	\$ 4.50	\$ 10,678.50	\$ 5.00	\$ 11,865.00	\$ 3.50	\$ 8,305.50	\$ 4.25	\$ 10,085.25	
47	Loose Riprap, 100 Lb	79.00	TON	\$ 100.00	\$ 7,900.00	\$ 67.00	\$ 5,293.00	\$ 60.00	\$ 4,740.00	\$ 50.00	\$ 3,950.00	\$ 85.00	\$ 6,715.00	
48	Geotextile Under Riprap, Type V, AOS <0.43	97.00	SY	\$ 3.00	\$ 291.00	\$ 3.00	\$ 291.00	\$ 20.00	\$ 1,940.00	\$ 2.50	\$ 242.50	\$ 5.00	\$ 485.00	
49	Wattles, 20"	480.00	LF	\$ 8.00	\$ 3,840.00	\$ 7.60	\$ 3,648.00	\$ 20.00	\$ 9,600.00	\$ 6.00	\$ 2,880.00	\$ 6.00	\$ 2,880.00	
PRESTRESSED														
CLEAR ROADWAY														
50	Test Piles	2.00	EA	\$ 20,000.00	\$ 40,000.00	\$ 12,930.00	\$ 25,860.00	\$ 5,500.00	\$ 11,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	
51	Conventional Static Pile Load Test		EA	\$ 5,000.00	\$ -	\$ 40,000.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	
52	12" Steel Piling	2,050.00	LF	\$ 80.00	\$ 164,000.00	\$ 126.00	\$ 258,300.00	\$ 90.00	\$ 184,500.00	\$ 68.00	\$ 139,400.00	\$ 70.00	\$ 143,500.00	
53	18" Pre-Formed Pile Hole	1,695.00	LF	\$ 1.00	\$ 1,695.00	\$ 0.01	\$ 16.95	\$ 52.80	\$ 89,496.00	\$ 60.00	\$ 101,700.00	\$ 50.00	\$ 84,750.00	
54	Bridge Concrete, Class "A"	267.71	CY	\$ 1,400.00	\$ 374,794.00	\$ 1,240.00	\$ 331,960.40	\$ 1,370.10	\$ 366,789.47	\$ 1,500.00	\$ 401,565.00	\$ 1,125.00	\$ 301,173.75	
55	40' Prestressed Concrete Beam	556.50	LF	\$ 225.00	\$ 125,212.50	\$ 243.00	\$ 135,229.50	\$ 269.84	\$ 150,165.96	\$ 250.00	\$ 139,125.00	\$ 200.00	\$ 111,300.00	
56	80' Prestressed Concrete Beam	558.25	LF	\$ 325.00	\$ 181,431.25	\$ 339.00	\$ 189,246.75	\$ 403.51	\$ 225,259.46	\$ 350.00	\$ 195,387.50	\$ 270.00	\$ 150,727.50	
57	Reinforcement	47,402.00	LB	\$ 1.50	\$ 71,103.00	\$ 1.69	\$ 80,109.38	\$ 1.50	\$ 71,103.38	\$ 1.50	\$ 71,103.00	\$ 1.50	\$ 71,103.00	
58	Concrete Railing	320.00	LF	\$ 82.50	\$ 26,400.00	\$ 104.50	\$ 33,440.00	\$ 85.00	\$ 27,200.00	\$ 82.50	\$ 26,400.00	\$ 97.00	\$ 31,040.00	
59	Loose Riprap, 300 Lb	255.00	TON	\$ 60.00	\$ 15,300.00	\$ 67.00	\$ 17,085.00	\$ 51.98	\$ 13,254.90	\$ 55.00	\$ 14,025.00	\$ 85.00	\$ 21,675.00	
60	Geotextile Under Riprap, (Type V Non-Woven) (AOS <0.43)	225.00	SY	\$ 3.00	\$ 675.00	\$ 3.00	\$ 675.00	\$ 10.00	\$ 2,250.00	\$ 2.50	\$ 562.50	\$ 4.00	\$ 900.00	
TOTAL BASE BID PRICE														
												\$	1,947,438.35	\$

Century Construction Group, Inc.
PO Box 1366
Tupelo, MS 38802
(662)844-3331
MS Certificate of Responsibility Number: 11403-MC
Expires: July 08, 2024

Tupelo City Hall
Conference Room B
Attention: Traci Dillard
71 East Troy Street
Tupelo, MS 38804

Proposal for: Bridge Number 202 Replacement on West Main Street, Bid No 2023-057PW
To Be Opened at: 10:00 AM, Thursday, December 14, 2023

Century Construction Group, Inc. MS Certificate of Responsibility Number: 11403-MC
General Contractor

BID FORM

Proposal of Century Construction Group, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Mississippi _____, doing business as a Coporation

_____ * to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 275** consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection and construction engineering.

Bidder acknowledges receipt of the following addendum:

Addendum #1 Received 12/8/2023

*Insert "a corporation", "a partnership", or "an individual" as applicable.

The timely completion of this project is essential to the prompt re-opening of this route to the public. To this end, the **CITY OF TUPELO has agreed to pay incentive payments for achieving **SUBSTANTIAL COMPLETION** ahead of the maximum time determined in the Notice to Proceed.

SUBSTANTIAL COMPLETION, for the purposes of this contract, will be deemed when, in the Engineer's opinion, the Work has been completed to the point that construction of the bridge and approaches, including the striping, signage, and other safety measures, are fully in place to provide safe travel to the public.

INCENTIVE PAYMENTS FOR REACHING SUBSTANTIAL COMPLETION PRIOR TO THE CALENDAR DAYS ASSIGNED TO THIS CONTRACT ARE AS FOLLOWS:

Incentives to be paid shall not exceed the maximum possible amount determined by the Owner. Said amount, for the purposes of this contract, to be set at a maximum of \$120,000.00 dollars. Daily incentives, as determined as the calendar day difference between the **CONTRACT TIME***** and the number of calendar days taken to achieve substantial completion, shall be interpolated at a rate of \$1,000.00 dollars per calendar day.

*****CONTRACT TIME** to include the 275 Calendar Days assigned to the project, plus any extension of time Weather Delay Days granted per the "Weather Delays" specification included in this contract.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
BRIDGE 202 REPLACEMENT					
ROADWAY ITEMS					
1	Mobilization	1.00	LS	\$ 70,000.00	\$ 70,000.00
2	Clearing and Grubbing	1.00	LS	\$ 90,000.00	\$ 90,000.00
3	Removal of Bridge	1.00	UNIT	\$ 124,000.00	\$ 124,000.00
4	Removal of Inlets	3.00	UNIT	\$ 3,350.00	\$ 10,050.00
5	Removal of Curb & Gutter	380.00	LF	\$ 27.00	\$ 10,260.00
6	Removal of Driveways (All Types)	525.00	SY	\$ 42.00	\$ 22,050.00
7	Removal of Pipe (All Sizes)	20.00	LF	\$ 50.00	\$ 1,000.00
8	Excess Excavation (PM)	909.00	CY	\$ 15.00	\$ 13,635.00
9	Borrow Excavation (Contractor Furnished) (Class 9-6) (PM)	3,087.00	CY	\$ 29.00	\$ 89,523.00
10	Geotextile Fabric Stabilization (Type V) (AOS <0.43)	1,774.00	SY	\$ 4.00	\$ 7,096.00
11	Granular Material (LVM)(CLASS 5, Group "C")	62.00	CY	\$ 165.00	\$ 10,230.00
12	Crushed Stone (3/4" & Down) (FM)	664.00	CY	\$ 120.00	\$ 79,680.00
13	Hot Mix Asphalt, ST, 9.5 mm	382.00	TON	\$ 250.00	\$ 95,500.00
14	Hot Mix Asphalt, ST, 12.5 mm	210.00	TON	\$ 365.00	\$ 76,650.00
15	Cold Milling of Bituminous Pavement, All Depths	107.00	SY	\$ 91.00	\$ 9,737.00
16	Structural Concrete, Minor Structures	18.00	CY	\$ 3,200.00	\$ 57,600.00
17	Reinforcing Steel	1,092.00	LB	\$ 1.80	\$ 1,965.60
18	18" Reinforced Concrete Pipe, Class III	12.00	LF	\$ 150.00	\$ 1,800.00
19	Castings	237.00	LB	\$ 7.25	\$ 1,718.25
20	Guardrail, "W" Beam	250.00	LF	\$ 40.00	\$ 10,000.00

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	Guardrail, Bridge End Section, Type "I" Thrie Beam	4.00	EA	\$ 5,000.00	\$ 20,000.00
22	Guardrail, Terminal End Section	4.00	EA	\$ 5,000.00	\$ 20,000.00
23	Roadway Construction Surveying	1.00	LS	\$ 30,000.00	\$ 30,000.00
24	Bridge Construction Surveying	1.00	LS	\$ 30,000.00	\$ 30,000.00
25	Concrete Driveway	181.00	SY	\$ 140.00	\$ 25,340.00
26	Concrete Header Curb	102.00	LF	\$ 42.00	\$ 4,284.00
27	Combination Concrete Curb & Gutter	789.00	LF	\$ 42.00	\$ 33,138.00
28	Maintenance of Traffic	1.00	LS	\$ 18,000.00	\$ 18,000.00
29	Additional Construction Signs	0.00	SF	\$ 0.00	\$ 0.00
30	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mil. Min.)	0.67	MI	\$ 9,000.00	\$ 6,030.00
31	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mil. Min.)	1,140.00	LF	\$ 3.50	\$ 3,990.00
32	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (120 Mil. Min)	941.00	LF	\$ 11.00	\$ 10,351.00
33	4" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (90 Mil. Min.)	1,256.00	LF	\$ 4.50	\$ 5,652.00
34	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (120 Mil. Min)	414.00	LF	\$ 4.50	\$ 1,863.00
35	Thermoplastic Legend (White) (120 Mil. Min.)	80.00	SF	\$ 17.00	\$ 1,360.00
36	Two-Way Yellow Reflective High Performance Raised Markers	116.00	EA	\$ 11.00	\$ 1,276.00
37	Reflectorized Traffic Object Marker (Encapsulated Lens) (Type 3)	4.00	EA	\$ 200.00	\$ 800.00
38	Reflectorized Traffic Delineator Sign (Encapsulated Lens)	20.00	EA	\$ 60.00	\$ 1,200.00
39	Reflectorized Traffic Regulatory Sign With Supp. Plate (Encapsulated Lens)	4.00	EA	\$ 350.00	\$ 1,400.00

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
EROSION CONTROL ITEMS					
40	Agricultural Limestone	2.00	TON	\$ 600.00	\$ 1,200.00
41	Commercial Fertilizer (13-13-13)	1.00	TON	\$ 1,400.00	\$ 1,400.00
42	Ammonium Nitrate	0.25	TON	\$ 4,000.00	\$ 1,000.00
43	Seeding	1.00	ACRE	\$ 1,800.00	\$ 1,800.00
44	Vegetative Materials for Mulch	2.00	TON	\$ 1,175.00	\$ 2,350.00
45	Solid Sodding	100.00	SY	\$ 11.75	\$ 1,175.00
46	Temporary Silt Fence (Type I or II)	2,373.00	LF	\$ 4.25	\$ 10,085.25
47	Loose Riprap, 100 Lb	79.00	TON	\$ 85.00	\$ 6,715.00
48	Geotextile Under Riprap, Type V. AOS <0.43	97.00	SY	\$ 5.00	\$ 485.00
49	Wattles, 20"	480.00	LF	\$ 6.00	\$ 2,880.00
BRIDGE ITEMS - STA.36+24 (1 @ 40'; 1 @ 80'; 1 @ 40' Prestressed Concrete Beam Spans - 40' Clear Roadway)					
50	Test Piles	2.00	EA	\$ 15,000.00	\$ 30,000.00
51	Conventional Static Pile Load Test	0.00	EA	\$ 0.00	\$ 0.00
52	12" Steel Piling	2,050.00	LF	\$ 70.00	\$ 143,500.00
53	18" Pre-Formed Pile Hole	1,695.00	LF	\$ 50.00	\$ 84,750.00
54	Bridge Concrete, Class "A"	267.71	CY	\$ 1,125.00	\$ 301,173.75
55	40' Prestressed Concrete Beam	556.50	LF	\$ 200.00	\$ 111,300.00
56	80' Prestressed Concrete Beam	558.25	LF	\$ 270.00	\$ 150,727.50
57	Reinforcement	47,402.00	LB	\$ 1.50	\$ 71,103.00
58	Concrete Railing	320.00	LF	\$ 97.00	\$ 31,040.00
59	Loose Riprap, 300 Lb	255.00	TON	\$ 85.00	\$ 21,675.00
60	Geotextile Under Riprap, (Type V Non-Woven) (AOS < 0.43)	225.00	SY	\$ 4.00	\$ 900.00
TOTAL BASE BID PRICE					\$ 1,972,438.35

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

<u>Subcontractor</u>	<u>Address</u>	<u>Work to be Subcontracted</u>	<u>Amount</u>
Atwood Fence Company	P.O. Box 565 Kosciusko, MS 39090	20, 21, 22,	\$44,094.50
Murpree Paving Co., Inc.	P.O. Box 3291 Tupelo, MS 38803	1, 13, 14, 15	\$158,431.50
Riverside Traffic Systems, Inc.	1283 St. Hwy. 178 W. New Albany, MS 38652	1, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39	\$41,230.00

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of _____

Five Percent of Bid Amount _____ Dollars,

(\$ 5%) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

X Resident Contractor
(See Information for Bidders)

_____ Non-Resident Contractor

Respectfully submitted this the 14 day of December, 2023.

By David Horton Title Vice President

Company Century Construction Group, Inc.

Address P.O. Box 1366 Tupelo, MS 38802

Phone 662-844-3331

Employer Identification No. 64-08885800

Email Address RDHorton@centurycg.com

SEAL (If bid is by a corporation.)



BID FORM

Proposal of Bridge Number 202 Replacement on West Main Street For City of

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Tupelo Lee County, Mississippi doing business as Cook and Son, LLC

_____ * to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 275** consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection and construction engineering.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 12-8-2023

*Insert "a corporation", "a partnership", or "an individual" as applicable.

The timely completion of this project is essential to the prompt re-opening of this route to the public. To this end, the **CITY OF TUPELO has agreed to pay incentive payments for achieving **SUBSTANTIAL COMPLETION** ahead of the maximum time determined in the Notice to Proceed.

SUBSTANTIAL COMPLETION, for the purposes of this contract, will be deemed when, in the Engineer's opinion, the Work has been completed to the point that construction of the bridge and approaches, including the striping, signage, and other safety measures, are fully in place to provide safe travel to the public.

INCENTIVE PAYMENTS FOR REACHING SUBSTANTIAL COMPLETION PRIOR TO THE CALENDAR DAYS ASSIGNED TO THIS CONTRACT ARE AS FOLLOWS:

Incentives to be paid shall not exceed the maximum possible amount determined by the Owner. Said amount, for the purposes of this contract, to be set at a maximum of \$120,000.00 dollars. Daily incentives, as determined as the calendar day difference between the **CONTRACT TIME***** and the number of calendar days taken to achieve substantial completion, shall be interpolated at a rate of \$1,000.00 dollars per calendar day.

*****CONTRACT TIME** to include the 275 Calendar Days assigned to the project, plus any extension of time Weather Delay Days granted per the "Weather Delays" specification included in this contract.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

10040

00 41 43

Bid Form

2023.11.16

Page 2 of 7
ADDENDUM NO. 1

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
BRIDGE 202 REPLACEMENT					
ROADWAY ITEMS					
1	Mobilization	1.00	LS	\$ 306,316. ⁰⁰	\$ 306,316. ⁹⁰
2	Clearing and Grubbing	1.00	LS	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
3	Removal of Bridge	1.00	UNIT	\$ 75,000. ⁰⁰	\$ 75,000. ⁰⁰
4	Removal of Inlets	3.00	UNIT	\$ 2,500. ⁰⁰	\$ 7,500. ⁰⁰
5	Removal of Curb & Gutter	380.00	LF	\$ 15. ⁰⁰	\$ 5,700. ⁰⁰
6	Removal of Driveways (All Types)	525.00	SY	\$ 20. ⁰⁰	\$ 10,500. ⁰⁰
7	Removal of Pipe (All Sizes)	20.00	LF	\$ 25. ⁰⁰	\$ 500. ⁰⁰
8	Excess Excavation (PM)	909.00	CY	\$ 12. ⁰⁰	\$ 10,908. ⁰⁰
9	Borrow Excavation (Contractor Furnished) (Class 9-6) (PM)	3,087.00	CY	\$ 18. ⁰⁰	\$ 55,566. ⁰⁰
10	Geotextile Fabric Stabilization (Type V) (AOS <0.43)	1,774.00	SY	\$ 2.50	\$ 4,435. ⁰⁰
11	Granular Material (LVM)(CLASS 5, Group "C")	62.00	CY	\$ 60. ⁰⁰	\$ 3,720. ⁰⁰
12	Crushed Stone (3/4" & Down) (FM)	664.00	CY	\$ 70. ⁰⁰	\$ 46,480. ⁰⁰
13	Hot Mix Asphalt, ST, 9.5 mm	382.00	TON	\$ 155. ⁰⁰	\$ 59,210. ⁰⁰
14	Hot Mix Asphalt, ST, 12.5 mm	210.00	TON	\$ 150. ⁰⁰	\$ 31,500. ⁰⁰
15	Cold Milling of Bituminous Pavement, All Depths	107.00	SY	\$ 10. ⁰⁰	\$ 1,070. ⁰⁰
16	Structural Concrete, Minor Structures	18.00	CY	\$ 2,000. ⁰⁰	\$ 36,000. ⁰⁰
17	Reinforcing Steel	1,092.00	LB	\$ 1.50	\$ 1,638. ⁰⁰
18	18" Reinforced Concrete Pipe, Class III	12.00	LF	\$ 100. ⁰⁰	\$ 1,200. ⁰⁰
19	Castings	237.00	LB	\$ 5. ⁰⁰	\$ 1,185. ⁰⁰
20	Guardrail, "W" Beam	250.00	LF	\$ 33. ⁹⁵	\$ 8,487. ⁵⁰

Project #10040

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	Guardrail, Bridge End Section, Type "I" Thrie Beam	4.00	EA	\$ 4,210. ⁰⁰	\$ 16,840. ⁰⁰
22	Guardrail, Terminal End Section	4.00	EA	\$ 4,150. ⁰⁰	\$ 16,600. ⁰⁰
23	Roadway Construction Surveying	1.00	LS	\$ 5,000. ⁰⁰	\$ 5,000. ⁰⁰
24	Bridge Construction Surveying	1.00	LS	\$ 10,000. ⁰⁰	\$ 10,000. ⁰⁰
25	Concrete Driveway	181.00	SY	\$ 105. ⁰⁰	\$ 19,005. ⁰⁰
26	Concrete Header Curb	102.00	LF	\$ 35. ⁰⁰	\$ 3,570. ⁰⁰
27	Combination Concrete Curb & Gutter	789.00	LF	\$ 35. ⁰⁰	\$ 27,615. ⁰⁰
28	Maintenance of Traffic	1.00	LS	\$ 11,000. ⁰⁰	\$ 11,000. ⁰⁰
29	Additional Construction Signs	0.00	SF	\$ 10. ⁰⁰	\$ 00.00
30	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mil. Min.)	0.67	MI	\$ 8,000. ⁰⁰	\$ 5,360. ⁰⁰
31	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mil. Min.)	1,140.00	LF	\$ 3. ⁰⁰	\$ 3,420. ⁰⁰
32	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (120 Mil. Min.)	941.00	LF	\$ 10. ⁰⁰	\$ 9,410. ⁰⁰
33	4" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (90 Mil. Min.)	1,256.00	LF	\$ 4. ⁰⁰	\$ 5,024. ⁰⁰
34	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (120 Mil. Min.)	414.00	LF	\$ 4. ⁰⁰	\$ 1,656. ⁰⁰
35	Thermoplastic Legend (White) (120 Mil. Min.)	80.00	SF	\$ 15. ⁰⁰	\$ 1,200. ⁰⁰
36	Two-Way Yellow Reflective High Performance Raised Markers	116.00	EA	\$ 10. ⁰⁰	\$ 1,160. ⁰⁰
37	Reflectorized Traffic Object Marker (Encapsulated Lens) (Type 3)	4.00	EA	\$ 125. ⁵⁰	\$ 502. ⁰⁰
38	Reflectorized Traffic Delineator Sign (Encapsulated Lens)	20.00	EA	\$ 23. ²⁵	\$ 465. ⁰⁰
39	Reflectorized Traffic Regulatory Sign With Supp. Plate (Encapsulated Lens)	4.00	EA	\$ 300. ⁰⁰	\$ 1,200. ⁰⁰

m's calculation
500.00 ⁷⁶

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
EROSION CONTROL ITEMS					
40	Agricultural Limestone	2.00	TON	\$ 500. ⁰⁰	\$ 1,000. ⁰⁰
41	Commercial Fertilizer (13-13-13)	1.00	TON	\$ 1,250. ⁰⁰	\$ 1,250. ⁰⁰
42	Ammonium Nitrate	0.25	TON	\$ 4,000. ⁰⁰	\$ 1,000. ⁰⁰
43	Seeding	1.00	ACRE	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
44	Vegetative Materials for Mulch	2.00	TON	\$ 1,000. ⁰⁰	\$ 2,000. ⁰⁰
45	Solid Sodding	100.00	SY	\$ 10. ⁰⁰	\$ 1,000. ⁰⁰
46	Temporary Silt Fence (Type I or II)	2,373.00	LF	\$ 3. ⁵⁰	\$ 8,305. ⁵⁰
47	Loose Riprap, 100 Lb	79.00	TON	\$ 50. ⁰⁰	\$ 3,950. ⁰⁰
48	Geotextile Under Riprap, Type V. AOS <0.43	97.00	SY	\$ 2. ⁵⁰	\$ 242. ⁵⁰
49	Wattles, 20"	480.00	LF	\$ 6. ⁰⁰	\$ 2,880. ⁰⁰
BRIDGE ITEMS - STA.36+24 (1 @ 40'; 1 @ 80'; 1 @ 40' Prestressed Concrete Beam Spans - 40' Clear Roadway)					
50	Test Piles	2.00	EA	\$ 2,500. ⁰⁰	\$ 5,000. ⁰⁰
51	Conventional Static Pile Load Test	0.00	EA	\$ 00. ⁰⁰	\$ 00. ⁰⁰
52	12" Steel Piling	2,050.00	LF	\$ 68. ⁰⁰	\$ 139,400. ⁰⁰
53	18" Pre-Formed Pile Hole	1,695.00	LF	\$ 60. ⁰⁰	\$ 101,700. ⁰⁰
54	Bridge Concrete, Class "A"	267.71	CY	\$ 1,500. ⁰⁰	\$ 401,565. ⁰⁰
55	40' Prestressed Concrete Beam	556.50	LF	\$ 250. ⁰⁰	\$ 139,125. ⁰⁰
56	80' Prestressed Concrete Beam	558.25	LF	\$ 350. ⁰⁰	\$ 195,387. ⁵⁰
57	Reinforcement	47,402.00	LB	\$ 1. ⁵⁰	\$ 71,103. ⁰⁰
58	Concrete Railing	320.00	LF	\$ 82. ⁵⁰	\$ 26,400. ⁰⁰
59	Loose Riprap, 300 Lb	255.00	TON	\$ 55. ⁰⁰	\$ 14,025. ⁰⁰
60	Geotextile Under Riprap, (Type V Non-Woven) (AOS < 0.43)	225.00	SY	\$ 2. ⁵⁰	\$ 562. ⁵⁰
TOTAL BASE BID PRICE					\$ 1,928,339.¹⁰

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
<u>AT Wood Fence Co.</u>	<u>2048 Afton Rd. 2202 Kosciusko, MS. 39090</u>	<u>Wood Post</u>	<u>\$42,894.50</u>
<u>Riverside Traffic Systems</u>	<u>1263 SF HWY 178 W New Albany, MS 38652</u>	<u>Striping</u>	<u>\$4,430</u>

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of One Million Nine Hundred
Twenty Eight Thousand Three Hundred Thirty Nine Dollars and ^{Forty Cents} Dollars,

(\$1,928,339.40) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

Resident Contractor
(See Information for Bidders)

Non-Resident Contractor

Respectfully submitted this the 14 day of December, 2023.

By Kenneth M. Cook Title Owner/Managing Member

Company Cook and Son, LLC

Address 6046 Seminole Rd. Smithville, MS. 38870

Phone 662-640-5059

Employer Identification No. 81-1489492

Email Address mcook@cookandson.net

SEAL (If bid is by a corporation.)

BID FORM

Proposal of Glasgow Construction Co., Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Alabama, doing business as corporation

_____ * to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 275** consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection and construction engineering.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

*Insert "a corporation", "a partnership", or "an individual" as applicable.

The timely completion of this project is essential to the prompt re-opening of this route to the public. To this end, the **CITY OF TUPELO has agreed to pay incentive payments for achieving **SUBSTANTIAL COMPLETION** ahead of the maximum time determined in the Notice to Proceed.

SUBSTANTIAL COMPLETION, for the purposes of this contract, will be deemed when, in the Engineer's opinion, the Work has been completed to the point that construction of the bridge and approaches, including the striping, signage, and other safety measures, are fully in place to provide safe travel to the public.

INCENTIVE PAYMENTS FOR REACHING SUBSTANTIAL COMPLETION PRIOR TO THE CALENDAR DAYS ASSIGNED TO THIS CONTRACT ARE AS FOLLOWS:

Incentives to be paid shall not exceed the maximum possible amount determined by the Owner. Said amount, for the purposes of this contract, to be set at a maximum of **\$120,000.00** dollars. Daily incentives, as determined as the calendar day difference between the **CONTRACT TIME***** and the number of calendar days taken to achieve substantial completion, shall be interpolated at a rate of **\$1,000.00** dollars per calendar day.

*****CONTRACT TIME** to include the 275 Calendar Days assigned to the project, plus any extension of time Weather Delay Days granted per the "Weather Delays" specification included in this contract.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

10040
2023.11.16

00 41 43

Bid Form
Page 2 of 7
ADDENDUM NO. 1

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
BRIDGE 202 REPLACEMENT					
ROADWAY ITEMS					
1	Mobilization	1.00	LS	\$ 56,100.00	\$ 56,100.00
2	Clearing and Grubbing	1.00	LS	\$ 20,000.00	\$ 20,000.00
3	Removal of Bridge	1.00	UNIT	\$ 40,000.00	\$ 40,000.00
4	Removal of Inlets	3.00	UNIT	\$ 500.00	\$ 1,500.00
5	Removal of Curb & Gutter	380.00	LF	\$ 25.00	\$ 9,500.00
6	Removal of Driveways (All Types)	525.00	SY	\$ 25.00	\$ 13,125.00
7	Removal of Pipe (All Sizes)	20.00	LF	\$ 100.00	\$ 2,000.00
8	Excess Excavation (PM)	909.00	CY	\$ 20.00	\$ 18,180.00
9	Borrow Excavation (Contractor Furnished) (Class 9-6) (PM)	3,087.00	CY	\$ 20.00	\$ 61,740.00
10	Geotextile Fabric Stabilization (Type V) (AOS <0.43)	1,774.00	SY	\$ 7.00	\$ 12,418.00
11	Granular Material (LVM)(CLASS 5, Group "C")	62.00	CY	\$ 55.25	\$ 3,425.50
12	Crushed Stone (3/4" & Down) (FM)	664.00	CY	\$ 61.63	\$ 40,922.32
13	Hot Mix Asphalt, ST, 9.5 mm	382.00	TON	\$ 232.76	\$ 88,914.32
14	Hot Mix Asphalt, ST, 12.5 mm	210.00	TON	\$ 341.12	\$ 71,635.20
15	Cold Milling of Bituminous Pavement, All Depths	107.00	SY	\$ 85.07	\$ 9,102.49
16	Structural Concrete, Minor Structures	18.00	CY	\$ 2600.00	\$ 46,800.00
17	Reinforcing Steel	1,092.00	LB	\$ 1.50	\$ 1638.00
18	18" Reinforced Concrete Pipe, Class III	12.00	LF	\$ 158.64	\$ 1903.68
19	Castings	237.00	LB	\$ 15.00	\$ 3555.00
20	Guardrail, "W" Beam	250.00	LF	\$ 37.35	\$ 9337.50

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	Guardrail, Bridge End Section, Type "I" Thrie Beam	4.00	EA	\$ 4631.00	\$ 18,524.00
22	Guardrail, Terminal End Section	4.00	EA	\$ 4565.00	\$ 18,260.00
23	Roadway Construction Surveying	1.00	LS	\$ 16,750.00	\$ 16,750.00
24	Bridge Construction Surveying	1.00	LS	\$ 8000.00	\$ 8000.00
25	Concrete Driveway	181.00	SY	\$ 200.00	\$ 36,200.00
26	Concrete Header Curb	102.00	LF	\$ 75.00	\$ 7,650.00
27	Combination Concrete Curb & Gutter	789.00	LF	\$ 45.00	\$ 35,505.00
28	Maintenance of Traffic	1.00	LS	\$ 15,000.00	\$ 15,000.00
29	Additional Construction Signs	0.00	SF	\$ 22.00	\$ 0
30	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mil. Min.)	0.67	MI	\$ 9280.00	\$ 6217.60
31	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mil. Min.)	1,140.00	LF	\$ 3.36	\$ 3830.40
32	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (120 Mil. Min)	941.00	LF	\$ 11.61	\$ 10,925.01
33	4" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (90 Mil. Min.)	1,256.00	LF	\$ 4.72	\$ 5928.32
34	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (120 Mil. Min)	414.00	LF	\$ 4.72	\$ 1954.08
35	Thermoplastic Legend (White) (120 Mil. Min.)	80.00	SF	\$ 17.43	\$ 1394.40
36	Two-Way Yellow Reflective High Performance Raised Markers	116.00	EA	\$ 11.67	\$ 1353.72
37	Reflectorized Traffic Object Marker (Encapsulated Lens) (Type 3)	4.00	EA	\$ 233.40	\$ 933.60
38	Reflectorized Traffic Delineator Sign (Encapsulated Lens)	20.00	EA	\$ 67.20	\$ 1344.00
39	Reflectorized Traffic Regulatory Sign With Supp. Plate (Encapsulated Lens)	4.00	EA	\$ 350.00	\$ 1400.00

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
EROSION CONTROL ITEMS					
40	Agricultural Limestone	2.00	TON	\$ 800.00	\$ 1600.00
41	Commercial Fertilizer (13-13-13)	1.00	TON	\$ 1300.00	\$ 1300.00
42	Ammonium Nitrate	0.25	TON	\$ 4,500.00	\$ 1125.00
43	Seeding	1.00	ACRE	\$ 1500.00	\$ 1500.00
44	Vegetative Materials for Mulch	2.00	TON	\$ 1100.00	\$ 2200.00
45	Solid Sodding	100.00	SY	\$ 20.00	\$ 2,000.00
46	Temporary Silt Fence (Type I or II)	2,373.00	LF	\$ 5.00	\$ 11865.00
47	Loose Riprap, 100 Lb	79.00	TON	\$ 60.00	\$ 4,740.00
48	Geotextile Under Riprap, Type V. AOS <0.43	97.00	SY	\$ 20.00	\$ 1940.00
49	Wattles, 20"	480.00	LF	\$ 20.00	\$ 9600.00
BRIDGE ITEMS - STA.36+24 (1 @ 40'; 1 @ 80'; 1 @ 40' Prestressed Concrete Beam Spans - 40' Clear Roadway)					
50	Test Piles	2.00	EA	\$ 5500.00	\$ 11,000.00
51	Conventional Static Pile Load Test	0.00	EA	\$ 4000.00	\$ 0
52	12" Steel Piling	2,050.00	LF	\$ 90.00	\$ 184,500.00
53	18" Pre-Formed Pile Hole	1,695.00	LF	\$ 52.80	\$ 89,496.00
54	Bridge Concrete, Class "A"	267.71	CY	\$ 1370.10	\$ 366,789.47
55	40' Prestressed Concrete Beam	556.50	LF	\$ 269.84	\$ 150,165.96
56	80' Prestressed Concrete Beam	558.25	LF	\$ 403.51	\$ 225,259.46
57	Reinforcement	47,402.00	LB	\$ 1.50	\$ 71,103.00
58	Concrete Railing	320.00	LF	\$ 85.00	\$ 27,200.00
59	Loose Riprap, 300 Lb	255.00	TON	\$ 51.98	\$ 13,254.90
60	Geotextile Under Riprap, (Type V Non-Woven) (AOS < 0.43)	225.00	SY	\$ 10.00	\$ 2,250.00
TOTAL BASE BID PRICE					\$ 1,881,855.93

Respectfully submitted this the 14 day of December, 2023

By Keith Glasgow Title Vice President

Company Glasgow Construction Co., Inc.

Address 521 Glasgow hoop

Phone 205- 468- 2252

Employer Identification No. 63- 1269107

Email Address glascc@yahoo.com

SEAL (If bid is by a corporation.)



BID FORM

Proposal of M+V Excavators, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of Kansas, doing business as a Corporation

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 275** consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection and construction engineering.

Bidder acknowledges receipt of the following addendum:

Addendum #1 - 12/8/2023

*Insert "a corporation", "a partnership", or "an individual" as applicable.

The timely completion of this project is essential to the prompt re-opening of this route to the public. To this end, the **CITY OF TUPELO has agreed to pay incentive payments for achieving **SUBSTANTIAL COMPLETION** ahead of the maximum time determined in the Notice to Proceed.

SUBSTANTIAL COMPLETION, for the purposes of this contract, will be deemed when, in the Engineer's opinion, the Work has been completed to the point that construction of the bridge and approaches, including the striping, signage, and other safety measures, are fully in place to provide safe travel to the public.

INCENTIVE PAYMENTS FOR REACHING SUBSTANTIAL COMPLETION PRIOR TO THE CALENDAR DAYS ASSIGNED TO THIS CONTRACT ARE AS FOLLOWS:

Incentives to be paid shall not exceed the maximum possible amount determined by the Owner. Said amount, for the purposes of this contract, to be set at a maximum of \$120,000.00 dollars. Daily incentives, as determined as the calendar day difference between the **CONTRACT TIME***** and the number of calendar days taken to achieve substantial completion, shall be interpolated at a rate of \$1,000.00 dollars per calendar day.

*****CONTRACT TIME** to include the 275 Calendar Days assigned to the project, plus any extension of time Weather Delay Days granted per the "Weather Delays" specification included in this contract.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

10040

00 41 43

Bid Form

2023.11.16

Page 2 of 7
ADDENDUM NO. 1

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price	
BRIDGE 202 REPLACEMENT						
ROADWAY ITEMS						
1	Mobilization	1.00	LS	\$ 91400.00	\$ 91400.00	
2	Clearing and Grubbing	1.00	LS	\$ 30500.00	\$ 30500.00	
3	Removal of Bridge	1.00	UNIT	\$ 42000.00	\$ 42000.00	
4	Removal of Inlets	3.00	UNIT	\$ 1570.00	\$ 4710.00	
5	Removal of Curb & Gutter	380.00	LF	\$ 11.50	\$ 4370.00	
6	Removal of Driveways (All Types)	525.00	SY	\$ 20.50	\$ 10762.50	
7	Removal of Pipe (All Sizes)	20.00	LF	\$ 112.50	\$ 2250.00	
8	Excess Excavation (PM)	909.00	CY	\$ 15.00	\$ 13635.00	
9	Borrow Excavation (Contractor Furnished) (Class 9-6) (PM)	3,087.00	CY	\$ 22.00	\$ 67914.00	
10	Geotextile Fabric Stabilization (Type V) (AOS <0.43)	1,774.00	SY	\$ 3.00	\$ 5322.00	
11	Granular Material (LVM)(CLASS 5, Group "C")	62.00	CY	\$ 89.00	\$ 5518.00	LM
12	Crushed Stone (3/4" & Down) (FM)	664.00	CY	\$ 112.00	\$ 74368.00	LM
13	Hot Mix Asphalt, ST, 9.5 mm	382.00	TON	\$ 254.00	\$ 97028.00	LM
14	Hot Mix Asphalt, ST, 12.5 mm	210.00	TON	\$ 232.50	\$ 48825.00	LM
15	Cold Milling of Bituminous Pavement, All Depths	107.00	SY	\$ 76.00	\$ 8132.00	LM
16	Structural Concrete, Minor Structures	18.00	CY	\$ 1270.00	\$ 22860.00	
17	Reinforcing Steel	1,092.00	LB	\$ 2.40	\$ 2620.80	
18	18" Reinforced Concrete Pipe, Class III	12.00	LF	\$ 210.00	\$ 2520.00	
19	Castings	237.00	LB	\$ 3.00	\$ 711.00	
20	Guardrail, "W" Beam	250.00	LF	\$ 43.00	\$ 10750.00	

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	Guardrail, Bridge End Section, Type "I" Thrie Beam	4.00	EA	\$ 5330.00	\$ 21320.00
22	Guardrail, Terminal End Section	4.00	EA	\$ 5250.00	\$ 21000.00
23	Roadway Construction Surveying	1.00	LS	\$ 8865.00	\$ 8865.00
24	Bridge Construction Surveying	1.00	LS	\$ 8865.00	\$ 8865.00
25	Concrete Driveway	181.00	SY	\$ 100.00	\$ 18100.00
26	Concrete Header Curb	102.00	LF	\$ 25.00	\$ 2550.00
27	Combination Concrete Curb & Gutter	789.00	LF	\$ 37.00	\$ 29193.00
28	Maintenance of Traffic	1.00	LS	\$ 13900.00	\$ 13900.00
29	Additional Construction Signs	0.00	SF	\$ 10.00	\$ 6.00
30	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mil. Min.)	0.67	MI	\$ 10000.00	\$ 6700.00
31	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mil. Min.)	1,140.00	LF	\$ 3.80	\$ 4332.00
32	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (120 Mil. Min.)	941.00	LF	\$ 12.70	\$ 11950.70
33	4" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (90 Mil. Min.)	1,256.00	LF	\$ 5.00	\$ 6280.00
34	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (120 Mil. Min.)	414.00	LF	\$ 5.00	\$ 2070.00
35	Thermoplastic Legend (White) (120 Mil. Min.)	80.00	SF	\$ 19.00	\$ 1520.00
36	Two-Way Yellow Reflective High Performance Raised Markers	116.00	EA	\$ 12.70	\$ 1473.20
37	Reflectorized Traffic Object Marker (Encapsulated Lens) (Type 3)	4.00	EA	\$ 255.00	\$ 1020.00
38	Reflectorized Traffic Delineator Sign (Encapsulated Lens)	20.00	EA	\$ 76.00	\$ 1520.00
39	Reflectorized Traffic Regulatory Sign With Supp. Plate (Encapsulated Lens)	4.00	EA	\$ 380.00	\$ 1520.00

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
EROSION CONTROL ITEMS					
40	Agricultural Limestone	2.00	TON	\$ 633.00	\$ 1266.00
41	Commercial Fertilizer (13-13-13)	1.00	TON	\$ 1583.00	\$ 1583.00
42	Ammonium Nitrate	0.25	TON	\$ 5100.00	\$ 1275.00
43	Seeding	1.00	ACRE	\$ 1900.00	\$ 1900.00
44	Vegetative Materials for Mulch	2.00	TON	\$ 1270.00	\$ 2540.00
45	Solid Sodding	100.00	SY	\$ 12.70	\$ 1270.00
46	Temporary Silt Fence (Type I or II)	2,373.00	LF	\$ 4.50	\$ 10678.50
47	Loose Riprap, 100 Lb	79.00	TON	\$ 67.00	\$ 5293.00
48	Geotextile Under Riprap, Type V. AOS <0.43	97.00	SY	\$ 3.00	\$ 291.00
49	Wattles, 20"	480.00	LF	\$ 7.60	\$ 3648.00
BRIDGE ITEMS - STA.36+24 (1 @ 40'; 1 @ 80'; 1 @ 40' Prestressed Concrete Beam Spans - 40' Clear Roadway)					
50	Test Piles	2.00	EA	\$ 12930.00	\$ 25860.00
51	Conventional Static Pile Load Test	0.00	EA	\$ 4000.00	\$ 0.00
52	12" Steel Piling	2,050.00	LF	\$ 126.00	\$ 258300.00
53	18" Pre-Formed Pile Hole	1,695.00	LF	\$ 0.01	\$ 16.95
54	Bridge Concrete, Class "A"	267.71	CY	\$ 1240.00	\$ 331960.40
55	40' Prestressed Concrete Beam	556.50	LF	\$ 243.00	\$ 135229.50
56	80' Prestressed Concrete Beam	558.25	LF	\$ 339.00	\$ 189246.75
57	Reinforcement	47,402.00	LB	\$ 1.69	\$ 80109.38
58	Concrete Railing	320.00	LF	\$ 104.50	\$ 33440.00
59	Loose Riprap, 300 Lb	255.00	TON	\$ 67.00	\$ 17085.00
60	Geotextile Under Riprap, (Type V Non-Woven) (AOS < 0.43)	225.00	SY	\$ 3.00	\$ 675.00
TOTAL BASE BID PRICE					\$ 1,810,042.68

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
James A. Hodges Const, Inc.	Tupelo, MS	Hot Mix Items	\$153,985.00
Atwood Fence Company	Kosciusko, MS	Guardrail Items	\$53,070.00
Riverside Traffic Systems, Inc.	New Albany, MS	Maint. of Traffic, Striping, Signs	\$52,285.90
ELM, INC.	Faulkner, MS	Erosion Control	\$24,160.50
Simmons Erosion Control, Inc.	Lake, MS	Bridge Rail	\$33,440.00

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.


The bid security attached in the sum of _____ Dollars,
5% OF

(\$ 1,810,042.68) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

Resident Contractor Non-Resident Contractor
 (See Information for Bidders)

Respectfully submitted this the 14th day of December, 2023.

By Lee Marquis  Title President

Company MTR Excavators, Inc.

Address P.O. Box 2489, Oxford, MS 38657

Phone 662-816-9601

Employer Identification No. 831628283

Email Address justin.elliott@mtrexc.com

SEAL (if bid is by a corporation.)

BID FORM

Proposal of STE-BIL GRADING INC.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

Mississippi, doing business as STE-BIL GRADING INC.

_____ * to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 275** consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection and construction engineering.

Bidder acknowledges receipt of the following addendum:

Addendum #1

*Insert "a corporation", "a partnership", or "an individual" as applicable.

The timely completion of this project is essential to the prompt re-opening of this route to the public. To this end, the **CITY OF TUPELO has agreed to pay incentive payments for achieving **SUBSTANTIAL COMPLETION** ahead of the maximum time determined in the Notice to Proceed.

SUBSTANTIAL COMPLETION, for the purposes of this contract, will be deemed when, in the Engineer's opinion, the Work has been completed to the point that construction of the bridge and approaches, including the striping, signage, and other safety measures, are fully in place to provide safe travel to the public.

INCENTIVE PAYMENTS FOR REACHING SUBSTANTIAL COMPLETION PRIOR TO THE CALENDAR DAYS ASSIGNED TO THIS CONTRACT ARE AS FOLLOWS:

Incentives to be paid shall not exceed the maximum possible amount determined by the Owner. Said amount, for the purposes of this contract, to be set at a maximum of **\$120,000.00** dollars. Daily incentives, as determined as the calendar day difference between the **CONTRACT TIME***** and the number of calendar days taken to achieve substantial completion, shall be interpolated at a rate of **\$1,000.00** dollars per calendar day.

*****CONTRACT TIME** to include the 275 Calendar Days assigned to the project, plus any extension of time Weather Delay Days granted per the "Weather Delays" specification included in this contract.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

10040

00 41 43

2023.11.16

Bid Form
Page 2 of 7
ADDENDUM NO. 1

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
BRIDGE 202 REPLACEMENT					
ROADWAY ITEMS					
1	Mobilization	1.00	LS	\$ 120,000. ⁰⁰	\$ 120,000. ⁰⁰
2	Clearing and Grubbing	1.00	LS	\$ 25,000. ⁰⁰	\$ 25,000. ⁰⁰
3	Removal of Bridge	1.00	UNIT	\$ 50,000. ⁰⁰	\$ 50,000. ⁰⁰
4	Removal of Inlets	3.00	UNIT	\$ 1500. ⁰⁰	\$ 4500. ⁰⁰
5	Removal of Curb & Gutter	380.00	LF	\$ 10. ⁰⁰	\$ 3800. ⁰⁰
6	Removal of Driveways (All Types)	525.00	SY	\$ 10. ⁰⁰	\$ 5250. ⁰⁰
7	Removal of Pipe (All Sizes)	20.00	LF	\$ 10. ⁰⁰	\$ 200. ⁰⁰
8	Excess Excavation (PM)	909.00	CY	\$ 15. ⁰⁰	\$ 13,635. ⁰⁰
9	Borrow Excavation (Contractor Furnished) (Class 9-6) (PM)	3,087.00	CY	\$ 18. ⁰⁰	\$ 55,566. ⁰⁰
10	Geotextile Fabric Stabilization (Type V) (AOS <0.43)	1,774.00	SY	\$ 3. ⁰⁰	\$ 5232. ⁰⁰
11	Granular Material (LVM)(CLASS 5, Group "C")	62.00	CY	\$ 100. ⁰⁰	\$ 6200. ⁰⁰
12	Crushed Stone (3/4" & Down) (FM)	664.00	CY	\$ 100. ⁰⁰	\$ 66,400. ⁰⁰
13	Hot Mix Asphalt, ST, 9.5 mm	382.00	TON	\$ 200. ⁰⁰	\$ 76,400. ⁰⁰
14	Hot Mix Asphalt, ST, 12.5 mm	210.00	TON	\$ 265. ⁰⁰	\$ 55,650. ⁰⁰
15	Cold Milling of Bituminous Pavement, All Depths	107.00	SY	\$ 15. ⁰⁰	\$ 1,605. ⁰⁰
16	Structural Concrete, Minor Structures	18.00	CY	\$ 3000. ⁰⁰	\$ 54,000. ⁰⁰
17	Reinforcing Steel	1,092.00	LB	\$ 3. ⁰⁰	\$ 3,276. ⁰⁰
18	18" Reinforced Concrete Pipe, Class III	12.00	LF	\$ 100. ⁰⁰	\$ 1200. ⁰⁰
19	Castings	237.00	LB	\$ 10. ⁰⁰	\$ 2370. ⁰⁰
20	Guardrail, "W" Beam	250.00	LF	\$ 34. ⁰⁰	\$ 8500. ⁰⁰

calculation error
5322.00 PJ

Project #10040

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	Guardrail, Bridge End Section, Type "I" Thrie Beam	4.00	EA	\$ 4210. ⁰⁰	\$ 16,840. ⁰⁰
22	Guardrail, Terminal End Section	4.00	EA	\$ 4149. ⁰⁰	\$ 16,596. ⁰⁰
23	Roadway Construction Surveying	1.00	LS	\$ 10,000. ⁰⁰	\$ 10,000. ⁰⁰
24	Bridge Construction Surveying	1.00	LS	\$ 10,000. ⁰⁰	\$ 10,000. ⁰⁰
25	Concrete Driveway	181.00	SY	\$ 110. ⁰⁰	\$ 19,910. ⁰⁰
26	Concrete Header Curb	102.00	LF	\$ 35. ⁰⁰	\$ 3,570. ⁰⁰
27	Combination Concrete Curb & Gutter	789.00	LF	\$ 35. ⁰⁰	\$ 27,615. ⁰⁰
28	Maintenance of Traffic	1.00	LS	\$ 11,000. ⁰⁰	\$ 11,000. ⁰⁰
29	Additional Construction Signs	0.00	SF	\$ 10. ⁰⁰	\$ 0
30	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mil. Min.)	0.67	MI	\$ 8000. ⁰⁰	\$ 5360. ⁰⁰
31	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mil. Min.)	1,140.00	LF	\$ 3. ⁰⁰	\$ 3420. ⁰⁰
32	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (120 Mil. Min.)	941.00	LF	\$ 10. ⁰⁰	\$ 9410. ⁰⁰
33	4" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (90 Mil. Min.)	1,256.00	LF	\$ 4. ⁰⁰	\$ 5024. ⁰⁰
34	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (120 Mil. Min.)	414.00	LF	\$ 4. ⁰⁰	\$ 1656. ⁰⁰
35	Thermoplastic Legend (White) (120 Mil. Min.)	80.00	SF	\$ 15. ⁰⁰	\$ 1200. ⁰⁰
36	Two-Way Yellow Reflective High Performance Raised Markers	116.00	EA	\$ 10. ⁰⁰	\$ 1160. ⁰⁰
37	Reflectorized Traffic Object Marker (Encapsulated Lens) (Type 3)	4.00	EA	\$ 200. ⁰⁰	\$ 800. ⁰⁰
38	Reflectorized Traffic Delineator Sign (Encapsulated Lens)	20.00	EA	\$ 60. ⁰⁰	\$ 1200. ⁰⁰
39	Reflectorized Traffic Regulatory Sign With Supp. Plate (Encapsulated Lens)	4.00	EA	\$ 300. ⁰⁰	\$ 1200. ⁰⁰

Project #10040

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
EROSION CONTROL ITEMS					
40	Agricultural Limestone	2.00	TON	\$ 500. ⁰⁰	\$ 1000. ⁰⁰
41	Commercial Fertilizer (13-13-13)	1.00	TON	\$ 1200. ⁰⁰	\$ 1200. ⁰⁰
42	Ammonium Nitrate	0.25	TON	\$ 2000. ⁰⁰	\$ 500. ⁰⁰
43	Seeding	1.00	ACRE	\$ 1200. ⁰⁰	\$ 1200. ⁰⁰
44	Vegetative Materials for Mulch	2.00	TON	\$ 1000. ⁰⁰	\$ 2000. ⁰⁰
45	Solid Sodding	100.00	SY	\$ 8. ⁰⁰	\$ 800. ⁰⁰
46	Temporary Silt Fence (Type I or II)	2,373.00	LF	\$ 5. ⁰⁰	\$ 11,865. ⁰⁰
47	Loose Riprap, 100 Lb	79.00	TON	\$ 100. ⁰⁰	\$ 7900. ⁰⁰
48	Geotextile Under Riprap, Type V. AOS <0.43	97.00	SY	\$ 3. ⁰⁰	\$ 291. ⁰⁰
49	Wattles, 20"	480.00	LF	\$ 8. ⁰⁰	\$ 3840. ⁰⁰
BRIDGE ITEMS - STA.36+24 (1 @ 40'; 1 @ 80'; 1 @ 40' Prestressed Concrete Beam Spans - 40' Clear Roadway)					
50	Test Piles	2.00	EA	\$ 20000. ⁰⁰	\$ 40,000. ⁰⁰
51	Conventional Static Pile Load Test	0.00	EA	\$ 5000. ⁰⁰	\$ 0. ⁰⁰
52	12" Steel Piling	2,050.00	LF	\$ 80. ⁰⁰	\$ 164,000. ⁰⁰
53	18" Pre-Formed Pile Hole	1,695.00	LF	\$ 1. ⁰⁰	\$ 1695. ⁰⁰
54	Bridge Concrete, Class "A"	267.71	CY	\$ 1400. ⁰⁰	\$ 374,794. ⁰⁰
55	40' Prestressed Concrete Beam	556.50	LF	\$ 225. ⁰⁰	\$ 125,212. ⁵⁰
56	80' Prestressed Concrete Beam	558.25	LF	\$ 325. ⁰⁰	\$ 181,431. ²⁵
57	Reinforcement	47,402.00	LB	\$ 1. ⁵⁰	\$ 71,103. ⁰⁰
58	Concrete Railing	320.00	LF	\$ 82. ⁵⁰	\$ 26,400. ⁰⁰
59	Loose Riprap, 300 Lb	255.00	TON	\$ 60. ⁰⁰	\$ 15,300. ⁰⁰
60	Geotextile Under Riprap, (Type V Non-Woven) (AOS < 0.43)	225.00	SY	\$ 3. ⁰⁰	\$ 675. ⁰⁰
TOTAL BASE BID PRICE					\$ 1,735,951. ⁷⁵

\$ 1,735,951.⁷⁵

Bid Schedule - Form

Page 5 of 7

ADDENDUM NO. 1

2023.11.16

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APPENDIX K

Respectfully submitted this the 14th day of December, 2023

By Steve Bramlett Billeltinger Title President

Company STE-BIL GRADING INC.

Address 148 CR 509
WATERFORD, MS 38685

Phone 662-816-0852

Employer Identification No. 82-1063839

Email Address Bram @ ste-bil.com

SEAL (If bid is by a corporation.)

3-10040



December 8, 2023

ADDENDUM NO. 1
TO THE
SPECIFICATIONS & CONTRACT DOCUMENTS AND PLANS
FOR
BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET
BID NO 2023-057PW
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "SPECIFICATIONS & CONTRACT DOCUMENTS" and "PLANS" for BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET, CITY OF TUPELO, MISSISSIPPI which shall remain in full force except as herein amended:

CONTRACT DOCUMENTS

1. REPLACE bound BID FORM with the attached BID FORM marked "ADDENDUM NO. 1". *Removal Pay Items, Construction Surveying Pay Items and Header Curb Pay Item Added*

PLANS

2. REPLACE SHEET NO. 3 of the bound Plans with the attached SHEET NO. 3 marked "ADDENDUM NO. 1". *Pay Items and Quantities Added*
3. REPLACE SHEET NO. 4 of the bound Plans with the attached SHEET NO. 4 marked "ADDENDUM NO. 1". *Geotextile Note Added*
4. REPLACE SHEET NO. 5 of the bound Plans with the attached SHEET NO. 5 marked "ADDENDUM NO. 1". *Geotextile Note Added*
5. REPLACE SHEET NO. 6 of the bound Plans with the attached SHEET NO. 6 marked "ADDENDUM NO. 1". *Geotextile Note Added*
6. REPLACE SHEET NO. 7 of the bound Plans with the attached SHEET NO. 7 marked "ADDENDUM NO. 1". *Geotextile Note Added*
7. REPLACE SHEET NO. 8 of the bound Plans with the attached SHEET NO. 8 marked "ADDENDUM NO. 1". *Concrete Flume Note and Riprap Flume Dimensions Added*
8. REPLACE SHEET NO. 9 of the bound Plans with the attached SHEET NO. 9 marked "ADDENDUM NO. 1". *Geotextile Note and Driveway Detail & Dimensions Added*

703 Crossover Road • Tupelo, MS 38801 • (662) 841-7381 / FAX (662) 844-4564

10. REPLACE SHEET NO. 10 of the bound Plans with the attached SHEET NO. 10 marked "ADDENDUM NO. 1". *Header Curb Quantity and Note Added*
11. REPLACE SHEET NO. 28 of the bound Plans with the attached SHEET NO. 28 marked "ADDENDUM NO. 1". *Revised Bridge Removal Note*
12. REPLACE SHEET NO. 29 of the bound Plans with the attached SHEET NO. 29 marked "ADDENDUM NO. 1". *Shaded Driveway Work Added and Updated Driveway Notes*

GENERAL

5. **FAILURE** to acknowledge this Addendum on the bid form will deem your bid irregular.

This the 8th day of December, 2023.


John Mark Weeden, PE
Project Engineer

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET

Termini: CITY OF TUPELO

Prime Consultant: STE-BIL GRADING INC.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

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

1265019
EEV* Company Identification Number [Required]

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

BY: Steve Bramlett Billingsley 12/4/2023
Authorized Officer or Agent Date

Steve Bramlett Billingsley President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 14th day of December, 2023.



heather mercer
NOTARY PUBLIC
My Commission Expires: _____

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Ste-Bil Grading, Inc.

148 CR 509 Waterford, MS 38685

as Principal, hereinafter called the Principal, and

Old Republic Surety Company

P. O. Box 1635 Milwaukee, WI 53201-1635

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

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Tupelo

71 East Troy Street Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

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

WHEREAS, the Principal has submitted a bid for

Bridge Number 202 Replacement on West Main Street, 2023-057 PW

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 14th day of December A.D. 2023

Ste-Bil Grading, Inc.

(Principal)

(Seal)

By:

Steve Bunkley
(Title)

[Signature]
(Witness)

Old Republic Surety Company

(Surety)



By:

Stephen Wesley Price, Jr.
(Attorney-in-Fact)

[Signature]
Blake Johnson (Witness)

Fisher Brown Bottrell Insurance, Inc.
Resident MS Agent



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Stephen Wesley Price, Jr.

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Ste-Bil Grading, Inc.

Obligee: City of Tupelo

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

Signature of Karen J. Haffner, Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Signature of Alan Pavlic, President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner

to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Signature of Kathryn R. Pearson, Notary Public

My Commission Expires: September 28, 2026 (Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 14th day of December, 2023

Signature of Karen J. Haffner, Assistant Secretary

**Talbot Brothers Contracting Co., Inc.
1210 Dean Rd (P.O. Box 364)
Nesbit, MS 38651
Certificate of Responsibility 02174-MC**

**Owner:
City of Tupelo
Attn: Traci Dillard
Conference Room B
71 East Troy Street
Tupelo, MS 38804**

**Bid for Project 2023-057PW
Bridge Number 202 Replacement
On West Main Street
City of Tupelo, MS
Bids Due December 14th, 2023 @ 10:00 am**

3-10040



December 8, 2023

ADDENDUM NO. 1
TO THE
SPECIFICATIONS & CONTRACT DOCUMENTS AND PLANS
FOR
BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET
BID NO 2023-057PW
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "SPECIFICATIONS & CONTRACT DOCUMENTS" and "PLANS" for BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET, CITY OF TUPELO, MISSISSIPPI which shall remain in full force except as herein amended:

CONTRACT DOCUMENTS

1. REPLACE bound BID FORM with the attached BID FORM marked "ADDENDUM NO. 1". *Removal Pay Items, Construction Surveying Pay Items and Header Curb Pay Item Added*

PLANS

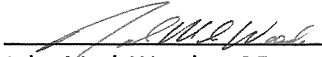
2. REPLACE SHEET NO. 3 of the bound Plans with the attached SHEET NO. 3 marked "ADDENDUM NO. 1". *Pay Items and Quantities Added*
3. REPLACE SHEET NO. 4 of the bound Plans with the attached SHEET NO. 4 marked "ADDENDUM NO. 1". *Geotextile Note Added*
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7. REPLACE SHEET NO. 8 of the bound Plans with the attached SHEET NO. 8 marked "ADDENDUM NO. 1". *Concrete Flume Note and Riprap Flume Dimensions Added*
8. REPLACE SHEET NO. 9 of the bound Plans with the attached SHEET NO. 9 marked "ADDENDUM NO. 1". *Geotextile Note and Driveway Detail & Dimensions Added*

10. REPLACE SHEET NO. 10 of the bound Plans with the attached SHEET NO. 10 marked "ADDENDUM NO. 1". *Header Curb Quantity and Note Added*
11. REPLACE SHEET NO. 28 of the bound Plans with the attached SHEET NO. 28 marked "ADDENDUM NO. 1". *Revised Bridge Removal Note*
12. REPLACE SHEET NO. 29 of the bound Plans with the attached SHEET NO. 29 marked "ADDENDUM NO. 1". *Shaded Driveway Work Added and Updated Driveway Notes*

GENERAL

5. **FAILURE** to acknowledge this Addendum on the bid form will deem your bid irregular.

This the 8th day of December, 2023.



John Mark Weeden, PE
Project Engineer

BID FORM

Proposal of Talbot Bros. Contracting Co., Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of

MS, doing business as a corporation

* to **CITY OF TUPELO** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **BRIDGE NUMBER 202 REPLACEMENT ON WEST MAIN STREET**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 275** consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection and construction engineering.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

*Insert "a corporation", "a partnership", or "an individual" as applicable.

The timely completion of this project is essential to the prompt re-opening of this route to the public. To this end, the **CITY OF TUPELO has agreed to pay incentive payments for achieving **SUBSTANTIAL COMPLETION** ahead of the maximum time determined in the Notice to Proceed.

SUBSTANTIAL COMPLETION, for the purposes of this contract, will be deemed when, in the Engineer's opinion, the Work has been completed to the point that construction of the bridge and approaches, including the striping, signage, and other safety measures, are fully in place to provide safe travel to the public.

INCENTIVE PAYMENTS FOR REACHING SUBSTANTIAL COMPLETION PRIOR TO THE CALENDAR DAYS ASSIGNED TO THIS CONTRACT ARE AS FOLLOWS:

Incentives to be paid shall not exceed the maximum possible amount determined by the Owner. Said amount, for the purposes of this contract, to be set at a maximum of **\$120,000.00** dollars. Daily incentives, as determined as the calendar day difference between the **CONTRACT TIME***** and the number of calendar days taken to achieve substantial completion, shall be interpolated at a rate of **\$1,000.00** dollars per calendar day.

*****CONTRACT TIME** to include the 275 Calendar Days assigned to the project, plus any extension of time Weather Delay Days granted per the "Weather Delays" specification included in this contract.

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

10040

00 41 43

Bid Form

2023.11.16

Page 2 of 7

ADDENDUM NO. 1

Project #10040

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
BRIDGE 202 REPLACEMENT					
ROADWAY ITEMS					
1	Mobilization	1.00	LS	\$ 200,000 ⁻	\$ 200,000 ⁻
2	Clearing and Grubbing	1.00	LS	\$ 60,000 ⁻	\$ 60,000 ⁻
3	Removal of Bridge	1.00	UNIT	\$ 55,000 ⁻	\$ 55,000 ⁻
4	Removal of Inlets	3.00	UNIT	\$ 1,000 ⁻	\$ 3,000 ⁻
5	Removal of Curb & Gutter	380.00	LF	\$ 12 ⁻	\$ 4,560 ⁻
6	Removal of Driveways (All Types)	525.00	SY	\$ 10 ⁻	\$ 5,250 ⁻
7	Removal of Pipe (All Sizes)	20.00	LF	\$ 10 ⁻	\$ 200 ⁻
8	Excess Excavation (PM)	909.00	CY	\$ 10 ⁻	\$ 9,090 ⁻
9	Borrow Excavation (Contractor Furnished) (Class 9-6) (PM)	3,087.00	CY	\$ 26 ⁻	\$ 80,262 ⁻
10	Geotextile Fabric Stabilization (Type V) (AOS <0.43)	1,774.00	SY	\$ 5 ⁻	\$ 8,870 ⁻
11	Granular Material (LVM)(CLASS 5, Group "C")	62.00	CY	\$ 75 ⁻	\$ 4,650 ⁻
12	Crushed Stone (3/4" & Down) (FM)	664.00	CY	\$ 99 ⁻	\$ 65,736 ⁻
13	Hot Mix Asphalt, ST, 9.5 mm	382.00	TON	\$ 221 ⁵⁷	\$ 84,639 ⁷⁴
14	Hot Mix Asphalt, ST, 12.5 mm	210.00	TON	\$ 324 ⁶¹	\$ 68,168 ¹⁰
15	Cold Milling of Bituminous Pavement, All Depths	107.00	SY	\$ 100 ⁻	\$ 10,700 ⁻
16	Structural Concrete, Minor Structures	18.00	CY	\$ 4,000 ⁻	\$ 72,000 ⁻
17	Reinforcing Steel	1,092.00	LB	\$ 2 ⁻	\$ 2,184 ⁻
18	18" Reinforced Concrete Pipe, Class III	12.00	LF	\$ 200 ⁻	\$ 2,400 ⁻
19	Castings	237.00	LB	\$ 10 ⁻	\$ 2,370 ⁻
20	Guardrail, "W" Beam	250.00	LF	\$ 33 ⁹⁵	\$ 8,487 ⁵⁰

Bid Schedule - Form

Page 3 of 7

ADDENDUM NO. 1

2023.11.16

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APPENDIX K

Project #10040

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	Guardrail, Bridge End Section, Type "I" Thrie Beam	4.00	EA	\$ 4,210 ⁻	\$ 16,840 ⁻
22	Guardrail, Terminal End Section	4.00	EA	\$ 4,150 ⁻	\$ 16,600 ⁻
23	Roadway Construction Surveying	1.00	LS	\$ 35,000 ⁻	\$ 35,000 ⁻
24	Bridge Construction Surveying	1.00	LS	\$ 25,000 ⁻	\$ 25,000 ⁻
25	Concrete Driveway	181.00	SY	\$ 115 ⁻	\$ 20,915 ⁻
26	Concrete Header Curb	102.00	LF	\$ 35 ⁻	\$ 3,570 ⁻
27	Combination Concrete Curb & Gutter	789.00	LF	\$ 35 ⁻	\$ 27,615 ⁻
28	Maintenance of Traffic	1.00	LS	\$ 11,000 ⁻	\$ 11,000 ⁻
29	Additional Construction Signs	0.00	SF	\$ 10 ⁻	\$ 0 ⁻
30	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mil. Min.)	0.67	MI	\$ 8,000 ⁻	\$ 5,360 ⁻
31	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mil. Min.)	1,140.00	LF	\$ 3 ⁻	\$ 3,420 ⁻
32	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (120 Mil. Min)	941.00	LF	\$ 10 ⁻	\$ 9,410 ⁻
33	4" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (90 Mil. Min.)	1,256.00	LF	\$ 4 ⁻	\$ 5,024 ⁻
34	18" Wide Thermoplastic Detail Stripe (4" Equivalent Length) (Yellow) (120 Mil. Min)	414.00	LF	\$ 4 ⁻	\$ 1,656 ⁻
35	Thermoplastic Legend (White) (120 Mil. Min.)	80.00	SF	\$ 15 ⁻	\$ 1,200 ⁻
36	Two-Way Yellow Reflective High Performance Raised Markers	116.00	EA	\$ 10 ⁻	\$ 1,160 ⁻
37	Reflectorized Traffic Object Marker (Encapsulated Lens) (Type 3)	4.00	EA	\$ 125 ⁵⁰	\$ 502 ⁻
38	Reflectorized Traffic Delineator Sign (Encapsulated Lens)	20.00	EA	\$ 23 ²⁵	\$ 465 ⁻
39	Reflectorized Traffic Regulatory Sign With Supp. Plate (Encapsulated Lens)	4.00	EA	\$ 300 ⁻	\$ 1,200 ⁻

Bid Schedule - Form

Page 4 of 7

ADDENDUM NO. 1

2023.11.16

00 41 43

APPENDIX K

Project #10040

BID SCHEDULE

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
EROSION CONTROL ITEMS					
40	Agricultural Limestone	2.00	TON	\$ 500 ⁻	\$ 1,000 ⁻
41	Commercial Fertilizer (13-13-13)	1.00	TON	\$ 1,000 ⁻	\$ 1,000 ⁻
42	Ammonium Nitrate	0.25	TON	\$ 2,500 ⁻	\$ 625 ⁻
43	Seeding	1.00	ACRE	\$ 2,000 ⁻	\$ 2,000 ⁻
44	Vegetative Materials for Mulch	2.00	TON	\$ 500 ⁻	\$ 1,000 ⁻
45	Solid Sodding	100.00	SY	\$ 10 ⁻	\$ 1,000 ⁻
46	Temporary Silt Fence (Type I or II)	2,373.00	LF	\$ 4 ⁵⁰	\$ 10,678 ⁵⁰
47	Loose Riprap, 100 Lb	79.00	TON	\$ 80 ⁻	\$ 6,320 ⁻
48	Geotextile Under Riprap, Type V. AOS <0.43	97.00	SY	\$ 5 ⁻	\$ 485 ⁻
49	Wattles, 20"	480.00	LF	\$ 6 ⁻	\$ 2,880 ⁻
BRIDGE ITEMS - STA.36+24 (1 @ 40'; 1 @ 80'; 1 @ 40' Prestressed Concrete Beam Spans - 40' Clear Roadway)					
50	Test Piles	2.00	EA	\$ 17,000 ⁻	\$ 34,000 ⁻
51	Conventional Static Pile Load Test	0.00	EA	\$ 4,000 ⁻	\$ 0 ⁻
52	12" Steel Piling	2,050.00	LF	\$ 76 ⁵⁰	\$ 156,825 ⁻
53	18" Pre-Formed Pile Hole	1,695.00	LF	\$ 51 ⁻	\$ 86,445 ⁻
54	Bridge Concrete, Class "A"	267.71	CY	\$ 1,716 ⁻	\$ 459,390 ³⁶
55	40' Prestressed Concrete Beam	556.50	LF	\$ 228 ⁻	\$ 126,882 ⁻
56	80' Prestressed Concrete Beam	558.25	LF	\$ 340 ⁻	\$ 189,805 ⁻
57	Reinforcement	47,402.00	LB	\$ 1 ⁶⁰	\$ 75,843 ²⁰
58	Concrete Railing	320.00	LF	\$ 82 ⁵⁰	\$ 26,400 ⁻
59	Loose Riprap, 300 Lb	255.00	TON	\$ 80 ⁻	\$ 20,400 ⁻
60	Geotextile Under Riprap, (Type V Non-Woven) (AOS < 0.43)	225.00	SY	\$ 5 ⁻	\$ 1,125 ⁻
TOTAL BASE BID PRICE					\$ 2,137,508⁴⁹

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

<u>Subcontractor</u>	<u>Address</u>	<u>Work to be Subcontracted</u>	<u>Amount</u>
<u>Atwood P.O. Box 565, Kosciusko, MS 39090</u>	<u>Kosciusko, MS 39090</u>	<u>Guardrail</u>	<u>42,894⁵⁰</u>
<u>Simmons 6690 Steve Lee Drive, Lake, MS 39092</u>	<u>Lake, MS 39092</u>	<u>Minor Concrete</u>	<u>90,632⁻</u>
<u>Murphree Paving P.O. Box 3291 Tupelo, MS 38803</u>	<u>Tupelo, MS 38803</u>	<u>Asphalt Paving</u>	<u>155,706⁵⁸</u>

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of one hundred six thousand eight hundred seventy five and forty two cents Dollars,

(\$ 106,875⁴²) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

Resident Contractor _____ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 14th day of December, 2023

By Jamie C. Talbot Title Vice President

Company Talbot Bros. Contracting Co., Inc.

Address PO Box 364, Nesbit, MS 38651

Phone 662-429-7291

Employer Identification No. 02174-MC

Email Address jamie.talbotbrothers@gmail.com

(Seal is valid only if used by a corporation.)





AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE: December 13, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES NOVEMBER 13, 2023 **DRB**

Request: DRB

See attached minutes from the November 13, 2023 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes

Date: 11/13/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:30 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Greg Pirkle Danny Riley Jon Milstead(ZOOM) Ernie Joyner Charlotte Loden
 Dan Rupert Terry Bullard George Jones Raphael Henry(ZOOM)

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Ted Roach Bill Cleveland C W Jackson Stuart Johnson Robin Haire Drew
 Drew Robertson

OTHERS PRESENT:

Brent Spears Kim Hanna Dennis Bonds Scott Costello Billy Humphries
 Brit Harris Ken Harris Johnny Timmons Charlie Langford Jinna Parsons

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the October 9, 2023 Major Thoroughfare Program regular meeting Terry Bullard made a motion to accept the minutes. Dan Rupert 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 September 30, 2023. Beginning Cash Balance was \$4,398,590. Total Revenue from Interest Earned was \$324. Total Expenditures for October was \$129,400. Payments included \$8,662 for Personnel Cost \$36,738 for Maintenance Cost, \$84,000 for West Jackson (Thomas to Joyner). The ending cash balance was \$4,269,514.

Current Projects

Dennis Bonds reviewed updates on the current projects

- Maintenance Work –Work completed for 2023. Beginning to plan for 2024 Road Work List.
- Update on Main Street Safety Improvements Project – Ahead of schedule. Work is approximately 75% completed.
- Jackson Street (Madison to Front) Legal Advertisement has run, bids open on 11/30. Will report back with results as soon as A&H has those tabulated and ready to review. A bidder’s pre-bid conference will be held Thursday, 11/16 at A&H’s Office at 119 Robins Street.
- Eason Blvd (Veterans to Briar Ridge) – Traffic Signal final set and small finish up items remain to close out job.
- Veterans (Main to Hamm) – Road Sign installation pending. Job will be punch listed and closed out.
- Main Street Bridge – First legal advertisement will run in tomorrow’s classifieds. See the attached timeline. Potential for West Main Street Improvements west of bridge.

Open Discussion

1. Several members of the neighborhood came to discuss and ask questions about the Jackson Street (Madison to Front) project. (Jinna Parsons, Billy Humphries, Brit Harris, Tony Ford, & Ken Harris)
2. Jinna Parsons stated that the committee had turned their neighborhood street into a Thoroughfare and the least they could do was follow thru with their commitment
3. George Jones asked if they still planned on removing the traffic light at Church St and Jackson St intersection.
4. Greg Pirkle responded that had been discussed and what we would prefer.
5. There were other questions and discussion about signage, sidewalks, right-of-way, and tree removal etc...
6. There was discussion of the access road from Gloster to West Barnes Crossing extended.
7. Dennis Bonds informed the committee that there would be permitting issues such as floodplain.
8. Charlotte Loden made a motion to move along with the design of the access road.
9. Danny Riley seconded the motion and all were in favor of the motion.
10. John Timmons stated that the traffic lights on Gloster from Best Buy to Barnes Crossing were controlled from somewhere in Jackson. He had talked with MDOT about them turning the control of those over to TW&L but was getting resistance.

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

Chairman Greg Pirkle

Recorded by Brent Spears

Submitted by Dennis Bonds



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: December 12, 2023
SUBJECT: IN THE MATTER OF ACCEPTING BID #2023-058PD **JQ**

Request:

Please accept this letter of request to accept BID #2023-058PD from Cannon Motors in the amount of \$336,505.52. This will be for the purchase of 1 Dodge Durango Police Vehicle @ \$41,041.52, and 6 Ford Explorers Police Vehicles @ \$49,244.00 each.



CITY OF TUPELO
SIX (6) FORD EXPLORERS AND ONE(1) DODGE DURANGO
BID # 2023-058PD

Start Date / Time	Dec 12, 2023 10:30 AM US/Central
End Date / Time	Dec 12, 2023 11:00 AM US/Central

Six (6) Ford Explorers					
Company	Unit Price	Qty	Total Price	Bidding Time	Delivery Lead Time
Cannon Motors	\$ 49,244.00	6	\$ 295,464.00	10:41:47 AM US/Central	2 weeks

One (1) Dodge Durango					
Company	Unit Price	Qty	Total Price	Bidding Time	Delivery Lead Time
Cannon Motors	\$ 41,041.52	1	\$ 41,041.52	10:41:47 AM US/Central	2 weeks

GRAND TOTAL FOR ALL:	\$ 336,505.52
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December 12, 2023

Mr. Chuck Williams
 Director, Public Works Dept.
 604 Crossover Road
 Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF CHANGE ORDER NO. F-1 (Final Closeout)
 GUMTREE PARK DRAINAGE IMPROVEMENTS
 BID NO. 2023-029PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, the attached Change Order No. F-1 for this project. The proposed change order is recommended to provide final reconciliation of actual contract quantities following the completed improvements of the project.

The attached change order is based on the final work that was provided / completed by Townes construction for the referenced project. The total change is price is a reduction of the contract price of -\$3,379.00 from \$413,736.00 to \$410,357.00. All work is complete and this will be the final contract total amount for this project. Thus, it is our recommendation that the City approve Change Order No. F-1 for the referenced project and authorize the Mayor to execute the Change Order on behalf of the City of Tupelo.

A final pay application has been sent along with this change order showing the remaining balance, including retainage, to be paid to the contract for final completion of the work. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
 DABBS CORPORATION

A handwritten signature in black ink that reads 'Dustin D. Dabbs'.

Dustin D. Dabbs, PE
 President

C: Mr. Don Lewis, COO, City of Tupelo
 Ms. Kim Hanna, CFO, City of Tupelo
 Mr. Ben Logan, City Attorney, City of Tupelo
 Mr. Alex Farned, Director, Parks & Recreation
 Mr. Dennis Bonds, PE, Director, Dev. Services
 Ms. Jayme Baker, ICM

@dabbscorp

PHO 662.840.4162

1005 N. Eason Boulevard

MOB 601.927.4012

Tupelo, MS 38804

CONTRACT CHANGE ORDER

DATE: 12/12/23 CHANGE ORDER NO. F-1 (Final)
 CONTRACT FOR: Gumtree Park Drainage Improvements
 PROJECT NO.: BID NO. 2023-029PW
 OWNER: CITY OF TUPELO
 CONTRACTOR: Townes Construction

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)					DECREASE in Contract Price	INCREASE in Contract Price
ITEM	DESCRIPTION	UNIT	UNIT PRICE	C.O. QNTY.		
SEE ATTACHED BREAKDOWN OF COSTS / SUMMARY OF QUANTITIES						
TOTALS					\$ 3,379.00	\$ -
NET CHANGE IN CONTRACT PRICE					(\$3,379.00)	

JUSTIFICATION FOR CHANGES: This change order is necessary in order to provide the final adjustment to quantities that is required to complete the project in accordance with the project requirements set forth in the Contract Documents. Adjustments were necessary to various pay items based on field conditions and impacts of weather, etc.

Original Contract Price: \$ 413,736.00
 Previous Change Order(s) Amount: \$ -
 The amount of the Contract will be INCREASED by the Sum Of: Dollars \$ (3,379.00)
 The Contract Total Including this and previous Change Orders Will Be: Dollars \$ 410,357.00
 The Contract Period Provided for Completion Will Be ~~(Increased)~~ ~~(Decreased)~~ (Unchanged): Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted *Todd Jorde* (Owner) _____ (Date)
 Recommended *D.H.D.* (Owner's Architect/Engineer) _____ 12/12/23 (Date)
 Accepted *Armstead Townes III* (Contractor) _____ 12-12-2023 (Date)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Cadence Bank Arena

DATE: December 6, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF OCTOBER 16, 2023 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF OCTOBER 16, 2023



CADENCE BANK
Arena & Conference Center

Tupelo Coliseum Commission
Regular Meeting Minutes
October 16, 2023

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, October 16, 2023 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden
Vice Chair- Stephanie Coomer
Commissioner-Jessica Hollinger
Commissioner- Nat Grubbs
Commissioner- Marcus McCoy
Commissioner- Darrell Marcle

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick –Executive Director -Cadence Bank Arena and Conference Center
Kim Hanna-CFO

Chair Jason Hayden called the meeting to order at 3:00 p.m.

Approval of Minutes from August 21, 2023 Regular Meeting
Approval of Minutes from September 18, 2023 Regular Meeting
Approval of Minutes from September 25, 2023 Special Called Meeting

Commissioner Marcus McCoy made a motion to approve the minutes as written, seconded by Vice Chair Stephanie Coomer. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

Director's Report

Kevan began his report by telling us about the IEBA Conference he attended in Nashville. He was able to secure our Winter Jam date and had several successful meetings with promoters.

Kevan informed us the Inn Keepers association nominated Romanda Ofosu-Darkwan as our new Commission member. Her first Commission Meeting will be in November.

Kevan gave us an update on our past events. We had Jelly Roll on 09/26 with 8,300 people attending. We had the Tupelo Fair from 09/28-10/01, Truckin' The Trace 10/13-10/14 and 47 meeting events.



CADENCE BANK
Arena & Conference Center

Kevan also gave us an update on our upcoming events. We have a Steak Competition in the parking lot on 11/03-11/04, Blues is Alright 11/10, WWE on 11/18, 69 meeting events and we start making ice on 10/30.

Old Business:

None

New Business

Daikin Maintenance agreement was discussed to use for our chiller and cooling tower service provider. Commissioner Nat Grubbs made a motion to approve the agreement, seconded by Commissioner Jessica Hollinger. All commission members voting aye, the motion passed.

Franklin Collections contract was discussed to start using as our collection company on outstanding receivables. Commissioner Darrell Marcle made a motion to approve the contract, seconded by Commissioner Nat Grubbs. All commission members voting aye, the motion passed.

Conference Center wedding deposit refund was discussed to refund the customers deposit back to him since he's stationed overseas. Commissioner Jessica Hollinger made a motion to approve the refund, seconded by Vice Chair Stephanie Coomer. All commission members voting aye, the motion passed.


GovDeals chair auction was discussed to auction off some old outdated chairs we have stored in the warehouse. Commissioner Nat Grubbs made a motion to approve the auction, seconded by Commissioner Darrell Marcle. All commission members voting aye, the motion passed.

Check Approval:

Commissioner Marcus McCoy made a motion to approve the checks from August and September, seconded by Vice Chair Stephanie Coomer. All commissioners voted aye; the motion passed.

Adjournment:

Chair Jason Hayden adjourned the meeting at approximately 3:25 p.m.


Jessica Hollinger
Secretary


Jason Hayden
Chair

ORDER**AN ORDER DECLARING 700 FOLDING CHAIRS TO BE SURPLUS PROPERTY AND AUTHORIZING THE SELL OF SUCH CHAIRS BY AUCTION IN ACCORDANCE WITH MISS. CODE ANN. § 17-25-25 (1972, AS AMENDED)**

WHEREAS, local governing authorities may sell or dispose of any personal property belonging to the authority when the property has ceased to be used for public purposes or when, in the authority's judgment, a sale thereof would promote the best interest of the governing authority pursuant to Mississippi Code Anno. § 17-25-25 (1) (1972 as amended); and

WHEREAS, the term "personal property," includes, but is not limited to, equipment, vehicles, fixtures, furniture, firearms, and commodities; and

WHEREAS, the above statutory authority allows multiple means of disposal, including by public auction so long as conducted by an auctioneer or auction company that meets the standards established by the State Department of Audit, and is hired by the governing authority of a county or municipality; and

WHEREAS, the Commission has contracted with GovDeals, a bonafide online auction company doing business in the State of Mississippi, and on behalf of several state agencies and local governments in the State of Mississippi, including, but not limited to, the Department of Finance and Administration; and

WHEREAS, the Commission desires to surplus Seven Hundred (700) green folding chairs because they have ceased to be needed for public purposes, and it is in the best interest of the City to auction the personal property; and

WHEREAS, a public auction was held on or about October 3, 2023 by GovDeals for the sale of the real property mentioned herein, and was sold to Burrell's E-Z Tire and Transport ("Buyer"), the highest bidder, in the amount of \$1,505.00; and

WHEREAS, Buyer will take direct possession of the real property and will pay GovDeals that amount of their bid, including all taxes and fees, and GovDeals shall compensate the Commission the amount owed for the personal property.

NOW THEREFORE, it is hereby resolved and ordered by the Tupelo Coliseum Commission Board of Commissioners the following:

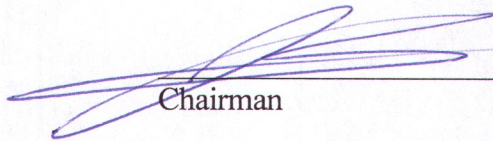
1. The prefatory paragraphs of this Order are hereby adopted, found, and determined to be in accordance with the necessary and warranted exercise of the authority of the Tupelo Coliseum Commission and shall be incorporated herein.
2. The 700 green folding chairs are no longer needed or useful for public or related purposes and is hereby declared surplus.
3. The sale of the 700 green folding chairs by auction to Burrell's E-Z Tire and Transport in

the amount of \$1,505.00 is hereby approved and found to be commensurate with the fair market value of the property.

- 4. GovDeals is found to have met the requirements of an online auction company, and the online action of the real property authorized herein is in the best interest of the Coliseum Commission and the City of Tupelo.
- 5. The Executive Director of the Cadence Bank Arena and Conference Center is hereby authorized to facilitate the trade of the two items contemplated herein.

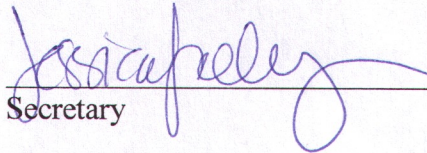
After a full discussion of this matter, Commissioner Nat Grubbs moved that the foregoing Order be adopted and said motion was seconded by Commissioner Darrell March and upon the question being put to a vote was approved unanimously by the Board on this the 16th day of October, 2023.

TUPELO COLISEUM COMMISSION



 Chairman

ATTEST:



 Secretary



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE December 13, 2023

SUBJECT: IN THE MATTER OF BAD DEBT WRITE-OFF JULY 2022 – DECEMBER 2022 **JT**

Request:

Review and approve the attached bad debt write-off for Tupelo Water & Light Department. The bad debt amount represents 0.11% of the total revenue for the period of July 2022 thru December 2022.

**TUPELO WATER & LIGHT
CUSTOMER SERVICE AND COLLECTIONS**

BAD DEBT (Transfer to WRITE OFF FILE)

For Period – JULY 2022 – DECEMBER 2022

TOTAL REVENUE FOR THE PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL REVENUE</u>
\$34,294,604.82	\$7,767,219.82	\$2,078,771.15	\$44,140,595.79

703

**TOTAL UNPAID ACCOUNTS FOR THE PERIOD COMBINED ALL SERVICES ON CMB
EL,WT,SW,SA**

\$52,814.39

TOTAL UNPAID ACCOUNTS FOR THIS PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL BAD DEBT</u>
\$40,667.08	\$8,978.45	\$3,168.86	\$52,814.39

PERCENTAGE OF LOSS = 0.11%

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
214045-101584	7/27/2022	ANGELA M WILLIAMS	908 LUMPKIN AVE	908 LUMPKIN AVE	TUPELO, MS 38804	404.98
220304-119797	7/29/2022	RENARDO COLEMAN	2938 BEASLEY DR	147 ROAD 892	TUPELO MS 38801	106.58
220412-135647	7/29/2022	HEATHER A PERRY	3318 MEADOW DR	3318 MEADOW DR	TUPELO, MS 38801	147.17
220313-100934	7/29/2022	CLARA D FREEMAN	3018 MOORE AVE	3018 MOORE AVE	TUPELO, MS 38801	918.89
222382-128462	7/29/2022	PEGGY S KING	169 KING RD	169 KING RD	BELDEN, MS 38826	31.97
201708-137253	7/29/2022	JACQUAVIA T FINNIE	508 OAK CREEK APT 35	921 PARISH DR	TUPELO, MS 38801	366.75
					TOTAL.....	6079.79

		TUPELO WATER & LIGHT DEPARTMENT								PAGE 3	
		BAD DEBT LEDGER & FRANKLIN COLLECTION									
AUGUST 2022											
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City	State	Zip	Amount			
211453-137569	8/1/2022	JASMINE R WEST	1809 RANCH RD	1809 RANCH RD	TUPELO, MS	38804		567.15			
211867-138231	8/1/2022	BOBBY R JOSLIN	703 W JEFFERSON ST APT 1	703 JEFFERSON ST APT 1	TUPELO, MS	38804		355.35			
218095-117623	8/1/2022	CALVIN ROBERSON	4092 WOODBURY CIR	4092 WOODBURY CIR	TUPELO, MS	38801		191.64			
216823-136825	8/2/2022	LAWSON A LAIRD	1837 B W JACKSON ST	610 CR 16	BELMONT, MS	38827		133.48			
200015-100016	8/4/2022	CYNETHIA S LYLES	1322 THE GLEN APT A-1	1005 CR 64 S	NEW ALBANY, MS	38652		111.52			
200477-133553	8/4/2022	YVONNE A GILLENLINE	201 MILFORD ST APT 40	1224 LAMBARD DR	TUPELO, MS	38801		14.46			
206236-133751	8/4/2022	TERESA A TALLIE	1020 CHICKASAW TRL	1020 CHICKASAW TRL	TUPELO, MS	38801		282.74			
208116-110426	8/4/2022	BARBARA E HOPPER	130 S MADISON ARMS APT 1	130 S MADISON ST APT 1	TUPELO, MS	38804		358.22			
221105-137294	8/4/2022	GARRETT L GRAYSON	2944 OLD BELDEN CIR	2944 OLD BELDEN CIR	BELDEN, MS	38826		1.26			
202054-102143	8/5/2022	STACY L BUMPHIS	HILLDALE APTS APT H-61	320 MONUMENT DR APT H-61	TUPELO, MS	38801		196.23			
202654-102764	8/5/2022	MELISSA B WHITE	406 S FOSTER ST	406 S FOSTER ST	TUPELO, MS	38801		415.56			
204352-104419	8/5/2022	AUTUMN L POOLE	109 A STANFORD DR # 10-A	109 A STANFORD DR #10-A	SALTILLO, MS	38866		115.47			
204617-134475	8/8/2022	EMITRA A HUMPHRIES	6 COVENTRY PL	6 COVENTRY PL	TUPELO, MS	38801		269.12			
206566-137893	8/9/2022	TYREASHA V CLEAVES	840 BARLEY ST APT 56	1008 A TRICE ST	SHANNON, MS	38868		71.56			
206820-106852	8/9/2022	VIRGINIA B EDWARDS	2983 S TIMBERLAWN APT 56	903 PRIVET CV APT B	TUPELO, MS	38804		176.01			
220533-120030	8/9/2022	JIMMY D CARUTHERS	124 E GARRISON ST	124 E GARRISON ST	TUPELO, MS	38801		9.89			
203075-135303	8/10/2022	KINETIC KICK c/o RAHTONYA WALLACE	143 S COLEY RD	126 CALVERT DR	TUPELO, MS	38801		637.11			
204852-133978	8/10/2022	TABITHA A MONTGOMERY	1049 D GREEN TEE RD	1049 D GREEN TEE RD	TUPELO, MS	38801		439.00			
214542-101864	8/10/2022	WYLIE F LAVENDER II	2604 JACKSON WEST APT 22	2604 W JACKSON ST APT 22	TUPELO, MS	38801		25.72			
216901-131153	8/11/2022	CANDICE R HALL	330 BATTLEFIELD DR	306 SIMMONS LN	BELDEN, MS	38826		529.35			

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
200370-133819	8/12/2022	STEVEN M PULLIAM	KIRKWOOD APTS APT 254	202 MILFORD ST APT 254	TUPELO, MS 38801	PAGE 4 44.32
201679-137576	8/12/2022	MELISSA A LOCKLER	508 OAK CREEK APT 15	5697 CHESTERVILLE RD APT 21	TUPELO, MS 38801	7.69
201727-127856	8/12/2022	TAMEKKA K SCALES	508 OAK CREEK APT 49	20168 WHITE ROCK RD	ABERDEEN, MS 39730	393.98
204887-136058	8/12/2022	SHENANIGANS c/o SHALONDA LINTON	2702 S GLOSTER ST	2702 S GLOSTER ST	TUPELO, MS 38801	640.45
208115-108059	8/15/2022	CAROLINE M DAVIDSON	130 S MADISON ARMS APT 14	130 S MADISON ST APT 14	TUPELO, MS 38804	61.70
217528-137563	8/15/2022	TIFFANY N TAYLOR	826 E BAY CIR	826 E BAY CIR	TUPELO, MS 38801	305.22
202069-102171	8/16/2022	TACHINA L MOSES	HILLDALE APTS APT J-74	107 JOHNSON AVE	VERONA, MS 38801	83.89
203505-103612	8/16/2022	STEVE A WILLIAMSON	2700 W PARKWAY TERRACE APT 23	106 N PARK DR APT 3	SALTILLO, MS 38866	173.25
203594-103715	8/16/2022	ARTHUR D JOHNSON	2700 W PARKWAY TERRACE APT 41	2700 W MAIN ST APT 41	TUPELO, MS 38801	150.13
201551-135627	8/17/2022	TIANNA S GRIFFIN	1990 A CENTRAL AVE	8468 CROSS POINT DR	OLIVE BRANCH, MS 38654	121.56
208123-138680	8/17/2022	WENDY CARD	130 S MADISON ARMS APT 6	130 S MADISON ST APT 6	TUPELO, MS 38804	143.03
213461-113174	8/17/2022	APRIL A WOFFORD	501 SHIRLEY	501 SHIRLEY	TUPELO, MS 38804	201.85
200496-137861	8/19/2022	JONATHAN E HERNANDEZ	201 MILFORD ST APT 59	201 MILFORD ST APT 59	TUPELO, MS 38801	86.24
208015-136201	8/19/2022	SYDNEY'S TRANSPORT LLC c/o ROY TUCCILLO	113 CLARK ST SUITE 5	113 CLARK ST STE 5	TUPELO, MS 38801	81.00
212725-138668	8/19/2022	JAMES JOHNSON	699 VISTA RIDGE APT 703	699 NATION HILLS DR APT 703	TUPELO, MS 38804	289.79
213520-137082	8/19/2022	MEMREE O YOUNG	624 HIBNER DR	624 HIBNER DR	TUPELO, MS 38804	189.17
210860-137669	8/22/2022	KIMBERLEY D DILLON	2816 OAKVIEW DR	130 DRIVE 826	TUPELO, MS 38801	41.70
212347-112049	8/22/2022	MAGGIE G WOFFORD	1515 DEBRO ST	224 MORRIS ST	DESOTO, TX 75115	67.82
211126-110972	8/23/2022	DAVID CAMPBELL	1910 SIMPSON DR	1910 SIMPSON DR	TUPELO, MS 38804	485.45
214335-114039	8/23/2022	PERRY N ERICKSON	688 ALBANY ST	688 ALBANY ST	TUPELO, MS 38801	143.34
216706-116232	8/23/2022	CORY J SMITH	2310 REDBUD LN	2310 REDBUD LN	TUPELO, MS 38801	245.53
211047-136406	8/24/2022	LISA J MCCAULEY	1718 HAMM ST	1718 HAMM ST	TUPELO, MS 38804	723.17
210447-137404	8/26/2022	CHRISTOPHER D BUCHANAN	1460 S FEEMSTER LAKE APT 23	1460 S FEEMSTER LAKE DR APT 23	TUPELO, MS 38804	230.67
213735-130740	8/26/2022	CYNTHIA M AGNEW	1205 BLAIR APT 6	1205 BLAIR ST APT 6	TUPELO, MS 38804	28.25

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
200684-100746	8/29/2022	KENNETH H CASTRO	109 LEWIS DR	109 LEWIS DR	TUPELO, MS 38801	PAGE 5 130.83
209740-137862	8/30/2022	MATTHEW J PUGH	1012 WILSON ST	6183 LAUREN CIR	TUPELO, MS 38801	72.59
214363-109197	8/30/2022	TYLESHIA S SMITH	2479 CRESSANT	320 CHARTER HILL DR APT 12	BALDWYN, MS 38824	400.14
221692-134540	8/30/2022	JOHN A MURPHY	817 LOCUST LN	365 MAGNOLIA ST APT A	POPE, MS 38658	33.68
200800-128516	8/31/2022	MATCOM D PALMER	1236 BOGGAN DR	1236 BOGGAN DR	TUPELO, MS 38801	758.00
206172-109998	8/31/2022	JOE M ALLEN	912 LYNDEN BLVD	5697 CHESTERVILLE RD APT 69	TUPELO, MS 38801	337.70
220482-128092	8/31/2022	SHEREA Y QUINN	2763 GREEN TEE RD	PO BOX 2542	TUPELO, MS 38803	75.95
					TOTAL.....	11648.93

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City State Zip	Amount
206208-101803	9/9/2022	TEQUILLA N CASSIBERRY	917 CHICKASAW TRL	917 CHICKASAW TR	TUPELO, MS 38801	165.97
206234-134586	9/9/2022	DAVID S SALINAS	1100 CHICKASAW TRL	1100 CHICKASAW TRL	TUPELO, MS 38801	707.79
206373-106419	9/9/2022	AISHA N BERRY	1311 ERIN	1311 ERIN	TUPELO, MS 38801	448.95
206646-131843	9/9/2022	EL TERRIA S ISBY	2944 S SOUTH PARK APT 9	2944 S GREEN ST APT 9	TUPELO, MS 38801	23.88
207152-134649	9/9/2022	ARSENIO V BANKS	2727 WOODGLEN	2727 WOODGLEN	TUPELO, MS 38801	470.86
207328-107369	9/9/2022	KRISTIL AGNEW	1113 EVELYN DR	1113 EVELYN DR	TUPELO, MS 38801	443.17
219108-118594	9/9/2022	GEORGE C WILLIAMS	6511 CHESTERVILLE RD	6511 CHESTERVILLE RD	TUPELO, MS 38801	111.11
211242-111088	9/12/2022	DAZZIE J FOWLER	124 GARDEN LN	124 GARDEN LN	TUPELO, MS 38804	82.11
213312-135206	9/12/2022	LAQUONDA D BRINKER	1632 LOCKRIDGE APT 2	1312 PALMETTO RD APT 2	TUPELO, MS 38801	38.43
200312-132872	9/13/2022	AMINA J COWLEY	KIRKWOOD APTS APT 141	202 MILFORD ST APT 141	TUPELO, MS 38801	277.18
208164-138663	9/13/2022	KEISHA S THRASHER	611 W MAIN ST COURT YARD APTS 25	611 W MAIN ST APT 25	TUPELO, MS 38804	176.94
214619-114281	9/13/2022	MARGIE D BAGGETT	1332 GUN CLUB RD	51 CR 7370	BOONEVILLE, MS 38829	25.92
208863-108749	9/16/2022	LAKEASH S MCBRIDE	425 N GREEN ST	425 N GREEN ST	TUPELO, MS 38804	481.76
209086-133685	9/16/2022	BRIDGETT A COPELAND	436 THE QUARTER APT 8	436 GOODLETT ST APT 8	TUPELO, MS 38804	95.54
209430-138478	9/16/2022	TASHONDA R CAVINESS	109 WAYSIDE	109 WAYSIDE	TUPELO, MS 38804	173.67
209459-109330	9/16/2022	ERIC T JEFFERSON	336 LAKE ST	PO BOX 3664 3664	TUPELO, MS 38810	1181.62
209472-109343	9/16/2022	JAMES T WEST	1404 MARTIN ST	1404 MARTIN ST	TUPELO, MS 38804	705.87
209784-108392	9/16/2022	KAYLA S NEWSON	907 A HILL N DALE DR	2421 RHENDA ST	TUPELO, MS 38804	60.14
201615-132284	9/19/2022	COURTNEY D NEWSOME	1839 NELLE ST	2304 RASBERRY ST	TUPELO, MS 38801	235.74
206158-106207	9/21/2022	RUPERT PULLIAM	906 RIDGECREST	906 RIDGECREST	TUPELO, MS 38801	264.21
203527-132447	9/23/2022	ADRIAN D MADLOCK	2700 W PARKWAY TERRACE APT 119	222 TITUS CV	MOOREVILLE, MS 38857	719.70
212179-137864	9/23/2022	SHIRLEY J TURNER	577 N CHURCH ST APT B	577 N CHURCH ST APT B	TUPELO, MS 38804	50.75
213250-134662	9/23/2022	SHYKERIA L ASHBY	1628 N GREEN APT 1	1628 N GREEN ST APT 1	TUPELO, MS 38804	79.73
214547-134299	9/23/2022	TEONA CHANTE RICHARDSON	2610 JACKSON WEST APT 48	2610 W JACKSON ST APT 48	TUPELO, MS 38801	218.58
222483-135132	9/23/2022	JEARLD V SANDBERG	105 JONES LN	105 JONES LN	BELDEN, MS 38826	10.53

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
214332-134613	9/26/2022	CHRISTIAN S MORELAN	664 ALBANY ST	107 MISSION RD	WINONA, MS 38967	43.96
201527-101568	9/27/2022	LATERRA K MITCHELL	204 HANCOCK ST	204 HANCOCK ST	TUPELO, MS 38801	271.42
210338-137867	9/28/2022	JULIA M KNIGHT	1690 A FEEMSTER LK	1690 A FEEMSTER LK	TUPELO, MS 38804	111.73
218955-132889	9/30/2022	ELAINE N NEELY	133 CHESTERVILLE RD APT A	133 CHESTERVILLE RD APT A	TUPELO, MS 38801	20.56
220420-119910	9/30/2022	CARRIE WILLIAMS	3317 MEADOW DR	3317 MEADOW DR	TUPELO, MS 38801	200.18
					TOTAL.....	11744.97

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		TUPELO WATER & LIGHT DEPARTMENT								PAGE 9	
OCTOBER 2022		BAD DEBT LEDGER & FRANKLIN COLLECTION									
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City	State	Zip	Amount			
205634-105683	10/3/2022	ADRON HORNE	1304 KENNEDY DR	1304 KENNEDY DR	TUPELO, MS	38801		628.39			
212669-133810	10/3/2022	KRANDALE D CAGER	699 VISTA RIDGE APT 303	3019 HARPETH SPRINGS DR	NASHVILLE, TN	37221		153.40			
202764-134673	10/4/2022	MATTHEW A MILES	2403 DANNY	2403 DANNY ST	TUPELO, MS	38801		492.34			
209779-136681	10/4/2022	HUGH E STONE	908 HILL N DALE DR	464 DAVIS RD	STARKVILLE, MS	39759		85.49			
213451-111872	10/4/2022	KIMBERLY I WOFFORD	421 CLAYTON AVE	421 CLAYTON AVE	TUPELO, MS	38804		603.87			
206167-104181	10/5/2022	FRANCHESKIA L PANNELL	908 LYNDEN BLVD	908 LYNDEN BLVD	TUPELO, MS	38801		441.69			
222964-130360	10/5/2022	LENZY CUNNINGHAM	133 ETHEL RD	133 ETHEL RD	BELDEN, MS	38826		150.81			
203455-113592	10/6/2022	SYLVIA M LYTAL	2511 HAMPTON	2511 HAMPTON AVE	TUPELO, MS	38801		543.59			
200316-102320	10/7/2022	BRANDI L ROBBINS	KIRKWOOD APTS APT 143	202 MILFORD ST APT 143	TUPELO, MS	38801		159.55			
200727-130236	10/7/2022	MARKESHA D ALEXANDER	125 MILFORD ST	125 MILFORD ST	TUPELO, MS	38801		766.91			
202045-136444	10/7/2022	PORSHIA C CRAYTON	HILLDALE APTS APT G-51	320 MONUMENT DR APT G-51	TUPELO, MS	38801		418.63			
202051-101362	10/7/2022	SHANIQUA L JONES	HILLDALE APTS APT H-62	320 MONUMENT DR APT H 62	TUPELO, MS	38801		317.19			
202533-102643	10/7/2022	SHAWN KREUZBERGER	712 MAYNARD DR	712 MAYNARD DR	TUPELO, MS	38801		1078.45			
203476-103583	10/7/2022	SELENA A FULLILOVE	451 S THOMAS	451 S THOMAS	TUPELO, MS	38801		688.68			
205623-139047	10/11/2022	BRADLEY J WILDMAN	1400 FILLMORE	1400 FILLMORE	TUPELO, MS	38801		383.30			
209766-135847	10/11/2022	TYNISHA S DILLARD	928 A PRIVET CV	928 A PRIVET CV	TUPELO, MS	38804		32.59			
212650-135693	10/11/2022	AERKEIS L BERRY	699 VISTA RIDGE APT 204	699 NATION HILLS DR APT 204	TUPELO, MS	38804		87.44			
213957-102282	10/11/2022	TYRONZA R BOWENS	1003 E BRISTOW DR	2207 ARCH STREET PLACE	MAIDSON, AL	35758		172.33			
201252-132630	10/13/2022	CHRIS D COLEMAN	202 SMITH ST	1000 LAWNSDALE ST	TUPELO, MS	38801		132.13			
206662-133579	10/13/2022	MELISSA R KENNEDY	2944 S SOUTH PARK APT 25	2944 S GREEN ST APT 25	TUPELO, MS	38801		9.94			
205758-116553	10/14/2022	TONI A LEWISON	905 HAYES CIR	905 HAYS CIR	TUPELO, MS	38801		566.72			
206692-129897	10/14/2022	ASHLYNN N HENRY	2944 S SOUTH PARK APT 54	2944 S GREEN ST APT 54	TUPELO, MS	38801		117.49			
209612-133365	10/14/2022	NICOLA W AGNEW	603 HERRING CIR	84 OSAGE LN	PONTOTOC, MS	38863		206.37			
210353-132401	10/14/2022	BRANDON M JONES	1642 S FEEMSTER LAKE APT 9	4626 WINDWARD CV	MEMPHIS, TN	38115		7.25			
220376-119867	10/14/2022	ANNIE L SNEED	3242 BROOKS ST	3242 BROOKS ST	TUPELO, MS	38801		75.04			

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
214157-138334	10/17/2022	DEBRA A STARKS	1408 LUMPKIN AVE	1408 LUMPKIN AVE	TUPELO, MS 38801	PAGE 10 263.63
200733-100801	10/18/2022	CHAQUATTA M FLEMINGS	1137 A MARIE ST NORTH SIDE	1906 FILLMORE DR	TUPELO, MS 38801	34.09
211456-111297	10/21/2022	ANGELO D EDWARDS	1808 RANCH RD	912 NEW TEMPLE RD SW	FULTON, MS 38843	637.03
211997-137159	10/21/2022	KASHAUNDRA R WATKINS	603 N GREEN ST NORTH SIDE	603 N GREEN ST APT B	TUPELO, MS 38804	44.05
213899-131983	10/28/2022	ELBERT E LAWSON	1304 A LEONARD DR	1304 A LEONARD DR	TUPELO, MS 38801	269.17
214103-127905	10/28/2022	JEFFREY A WILLARD	1305 ACKIA TRL	1305 ACKIA TRL	TUPELO, MS 38801	933.59
					TOTAL.....	10501.15

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
209121-139176	11/18/2022	JAMES R HAWKINS	617 ALLEN ST APT 4 UP WEST SIDE	617 ALLEN ST APT 4	TUPELO, MS 38804	13.09
209011-134695	11/21/2022	WYATT C LEWIS	328 N MADISON ST APT 5	2420 COCHRAN RD	BELDEN, MS 38826	93.00
206530-135414	11/21/2022	KEYUNA S SMITH	840 BARLEY ST APT 1	141 WILLOW ST	SHANNON, MS 38868	105.78
220519-134733	11/28/2022	ARLESHA N BUCHANAN	106 HAYS DR	106 HAYS DR	TUPELO, MS 38801	119.82
200703-130197	11/30/2022	JACQUELINE U HARRELL	1201 W MAIN ST APT 1	PO BOX 812	VERONA, MS 38879	47.34
200341-130824	11/30/2022	PARIS A CLAY	KIRKWOOD APTS APT 221	136 ROAD 133	TUPELO, MS 38804	80.99
201719-137550	11/30/2022	CLARA L BEAN	OAK CREEK APT 48	508 LUMPKIN AVE APT 48	TUPELO, MS 38801	107.06
					TOTAL.....	2775.94

TUPELO WATER & LIGHT DEPARTMENT		BAD DEBT LEDGER & FRANKLIN COLLECTION		TUPELO WATER & LIGHT DEPARTMENT		BAD DEBT LEDGER & FRANKLIN COLLECTION		TUPELO WATER & LIGHT DEPARTMENT		BAD DEBT LEDGER & FRANKLIN COLLECTION	
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount					
210684-135467	12/1/2022	ARIEL J WALTON	314 BLUEBIRD DR	112 SONGBIRD LN	TUPELO, MS 38801	171.44					
212653-135549	12/5/2022	JAMIAYA V HODGES	699 VISTA RIDGE APT 203	699 NATION HILLS DR APT 203	TUPELO, MS 38804	25.94					
212389-128421	12/6/2022	MELISSA S TIMMS	1506 DEBRO ST	1506 DEBRO ST	TUPELO, MS 38804	63.91					
217394-116935	12/6/2022	KEITH HANLON	810 BEECHNUT ST	915 POPLARVILLE ST	TUPELO, MS 38801	155.65					
211871-136617	12/8/2022	THERESE R PERRY	133 ROBINS ST APT 2	1063 HUNTER AVE	TUPELO, MS 38804	56.02					
200238-131820	12/9/2022	REBECCA L SMITH	1321 THE GLEN APT M-13	1321 IDA B WELLS ST APT M-13	TUPELO, MS 38801	81.76					
201331-137188	12/9/2022	ROGER I THOMAS	1516 CENTRAL AVE	1516 CENTRAL AVE	TUPELO, MS 38801	185.68					
202222-102317	12/9/2022	SUMMER L GOODWIN	116 MAYNARD DR	120 DRIVE 1452	TUPELO, MS 38804	99.37					
204097-104161	12/9/2022	ALLEN ROBISON	2481 BARNES CROSSING RD	2481 BARNES CROSSING RD	SALTILLO, MS 38866	114.18					
204839-136385	12/9/2022	KELSEY J GRAYTON	1117 GREEN TEE RD 2-D	1117 GREEN TEE RD APT 2-D	TUPELO, MS 38801	94.38					
208135-131493	12/13/2022	FREDRICK L BOYD	130 S MADISON ARMS APT 25	130 S MADISON ST APT 25	TUPELO, MS 38804	13.98					
204121-135302	12/14/2022	ROCHELLE D HARRIS	109 TUTOR DR	982 CAMPGROUND RD	PONTOTOC, MS 38863	12.03					
208408-108330	12/14/2022	SHERRI L JOHNSON	1007 JEFFERSON ST	1007 JEFFERSON ST	TUPELO, MS 38804	59.37					
216489-133879	12/14/2022	TAKLA D WEATHERSPOON	720 A ROBINDALE DR	720 A ROBINDALE DR	TUPELO, MS 38801	214.52					
207220-133154	12/16/2022	NATHAN SIZEMORE	3304 S GREEN ST	155 ROAD 1215	NETTLETON, MS 38858	378.58					
207339-107381	12/16/2022	LEATHA A HALE	1110 TERRY RD	1110 TERRY RD	TUPELO, MS 38801	264.82					
208452-137465	12/16/2022	HALEY N RENO	318 RILEY ST	318 RILEY ST	TUPELO, MS 38804	541.47					
209363-138202	12/16/2022	ANDREW S BOTTS	909 HIGH ST	909 HIGH ST	TUPELO, MS 38804	684.35					
209693-109547	12/16/2022	SARAH EASLEY	1715 S VETERANS BLVD	1715 S VETERANS BLVD	TUPELO, MS 38804	463.20					
210399-134800	12/16/2022	KATAVIOUS S PRATHER	1572 S FEEMSTER LAKE APT 15	1572 S FEEMSTER LAKE RD APT 15	TUPELO, MS 38804	50.96					
211344-134422	12/16/2022	THOM J MCCOY	191 AUSTON DR	191 AUSTON DR	TUPELO, MS 38804	37.03					
219653-128415	12/16/2022	COREY CHUNN	753 JONES DR	1929 MCCULLOUGH BLVD	TUPELO, MS 38801	592.29					
223436-134590	12/16/2022	NEKEDRA K WILLIAMS	523 BROWN ST	523 BROWN ST	TUPELO, MS 38804	36.41					

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
200375-100417	12/19/2022	HOPE N VONDOLTEREN	KIRKWOOD APTS APT 251	202 MILFORD ST APT 251	TUPELO, MS 38801	230.11
223474-135333	12/19/2022	ASHLEY S HAIRSTON	2044 KENNER LN	102 KELLY LN	COLUMBUS, MS 39705	26.33
202232-102328	12/21/2022	MELISSA J LYONS	214 NANNEY DR	214 NANNEY DR	TUPELO, MS 38801	162.83
219230-118714	12/22/2022	MICHAEL W REESE JR	5997 VERMELLE DR	5997 VERMELLE DR	TUPELO, MS 38801	42.61
220237-119729	12/22/2022	LONDON MCKINNEY	2919 BEASLEY DR	2919 BEASLEY DR	TUPELO, MS 38801	162.62
217315-116855	12/27/2022	MELISSA L SWANN	1224 LEE ST	4100 N GLOSTER ST APT F108	TUPELO, MS 38804	137.01
205623-118465	12/28/2022	CLC ENTERPRISES C/O COREY CHUNN	1400 FILLMORE	753 JONES DR	TUPELO, MS 38801	258.92
206701-106728	12/29/2022	SANDRA G MCASLAN	2944 S SOUTH PARK APT 63	2944 S GREEN ST APT 63	TUPELO, MS 38801	97.43
214567-137988	12/30/2022	JOE REBAZA	2606 JACKSON WEST APT 26	2606 W JACKSON ST APT 26	TUPELO, MS 38801	0.00
222081-131921	12/30/2022	UNITED FURNITURE INC	3301 ADAMS FARM RD	PO BOX 519	VERONA, MS 38879	3968.43
222082-131921	12/30/2022	UNITED FURNITURE INC	3301 ADAMS FARM RD	PO BOX 519	VERONA, MS 38879	31.23
222611-121984	12/30/2022	UNITED FURNITURE INDUSTRIES INC	5380 HWY 45 S	PO BOX 519	VERONA, MS 38879	548.75
					TOTAL.....	10063.61



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE: December 13, 2023
SUBJECT: IN THE MATTER OF AN EMERGENCY PURCHASE OF 2,500 FEET OF # 2/0 UNDERGROUND PRIMARY WIRE **JT**

Request:

I respectfully request your approval of an emergency purchase for the following:

2,500 feet of # 2/0 copper underground primary wire – T&C Specialty Distributors, Inc. submitted the lowest quote for this wire at \$19.67 per foot, for a total of \$49,175.00. This cost is subject to review at the time of shipment. The lead time for this wire is twenty (20) weeks.

This emergency purchase is requested due to the following factors:

- Volatility of the metals market and key transformer and wire cost factors beyond the manufacturer's control
- Lead/delivery times

Please let me know if you have any questions.

ORDER**ORDER AUTHORIZING EMERGENCY PURCHASE OF
2,500 FEET OF # 2/0 UNDERGROUND PRIMARY WIRE**

WHEREAS, the Tupelo Water and Light Department has nearly exhausted its supply of #2/0 underground primary wire; and

WHEREAS, in order to replenish this wire, quotes for 2,500 feet of # 2/0 UG primary wire were obtained, and on November 30, 2023, T&C Specialty Distributors, Inc. submitted the lowest and best quote at \$19.67 per foot, for a total of \$49,175.00; and

WHEREAS, due to the lead time of twenty (20) weeks for this wire, T&C Specialty Distributors, Inc. would not hold the quote, and the cost is subject to review at the time of shipment; and

WHEREAS, the manufacturer cited the volatility of the metals market and other key factors beyond the manufacturer's control for being unable to guarantee the pricing; and

WHEREAS, an emergency purchase is authorized by Miss. Code Ann. § 31-7-13(k) to allow governing authorities to emergency purchase where it would otherwise be a detriment to the interest of the municipality to allow time for obtaining firm quotes and issuing purchase orders; and

WHEREAS, these materials and supplies are critical to placement of new and replacement of existing electrical projects, and the lead times involved between order and delivery pose an emergency of running out of these supplies and materials.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, as follows:

SECTION 1. The prefatory clauses above are incorporated in the findings of the City Council.

SECTION 2. The City Council finds that further delay will be detrimental to the city, and an emergency purchase is required to order the materials and supplies without a firm delivery price.

SECTION 3. The Water and Light Department is authorized on an emergency basis to order these transformers without a firm delivery price.

The foregoing order was proposed in a motion by Council Member Bryan, seconded by Council Member Palmer, and after discussion, no council member having called for a reading, was brought to a vote as follows:

Councilman Chad Mims	<u>Aye</u>
Councilman Lynn Bryan	<u>Aye</u>
Councilman Travis Beard	<u>Aye</u>
Councilwoman Nettie Davis	<u>Aye</u>
Councilman Buddy Palmer	<u>Aye</u>
Councilwoman Janet Gaston	<u>Aye</u>
Councilwoman Rosie Jones	<u>Aye</u>

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the 19th day of December, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard
Travis Beard, President

ATTEST:

Missy Shelton
Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan
Todd Jordan, Mayor

DATE: *12-20-2023*

Quote

T & C SPECIALTY DISTRIBUTORS, INC.
 P O BOX 111
 148 RUSSELL DRIVE
 WAYNESBORO MS 39367
 6017359040

Order Number: 0013321
Order Date: 11/30/2023

Salesperson: JHOW
Customer Number: 00-TUPCIT

Sold To:

CITY OF TUPELO
 WATER & LIGHT DEPARTMENT
 P O BOX 588 ST
 TUPELO, MS 38802
 (662) 841-6460

Confirm To:

Ship To:

CITY OF TUPELO
 WATER & LIGHT DEPARTMENT
 320 NORTH FRONT STREET
 TUPELO, MS 38804

Customer P.O.	Contract No.	F.O.B.	Terms				
			NET 30 DAYS				
141-23-9075			2,500.00	0.00	0.00	19.6700	
1/C 2/0 CLASS B CU C-RD SS-220 OKOGUARD EPR - 024 SC EPR - 14 X #10 COPPER CONC WIRES FULL NEUT CONC WIRES 050 OKOLENE PE W/3 RED STRIPES SEQ PRINT - 15 KV +/- METALS It is a special. Lead time: 20 weeks							

L-151

Carton



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



12/01/2023

8088 US HIGHWAY 11
SUITE 101
SPRINGVILLE AL 35146
TEL:205-655-0390 FAX:205-655-0393

QUOTATION PREPARED FOR:
TUPELO WATER&LIGHT

CUSTOMER
REFERENCE: TUPELO WATER&LIGHT

OKONITE REFERENCE:42-30715-A-002

ITEM	QUANTITY	DESCRIPTION	NET WEIGHT 1000 FT	SHIP WEIGHT	PRICE 1000 FT
------	----------	-------------	-----------------------	-------------	------------------

PRICES QUOTED ARE SUBJECT TO METALS ESCALATION, DE-ESCALATION
IN ACCORDANCE WITH ITEM EXPIRATION DATE.

003	2,500'	1/C 2/0 CLASS B COPPER C-RD -SS- 220 OKOGUARD EPR - 024 SC EPR - 14 X #10 COPPER CONC WIRES (FULL NEUTRAL) - 050 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV SERIAL NUMBER = 92502	1322	3571	\$19972 EXPIRES 1/19/24
-----	--------	--	------	------	-----------------------------------

METAL WEIGHT LBS PER 1000 FT:
COPPER 866

METAL BASE:(SEE BASIS IN ESCALATION SECTION)
COPPER 3.812500

SPECIAL MANUFACTURED ITEM

APPROX O.D. INCHES 1.233

OKONITE PRODUCT CODE: **141-23-9075**

REELS:
1 @ 2500 58X32X28 NR (REEL WIDTH 38.0)

AVAILABILITY: 20 WEEKS.

CLARIFICATION

WE OFFER URO-J CABLE MANUFACTURED & TESTED IN
ACCORDANCE WITH CURRENT EDITIONS OF ICEA S-94-649,
ICEA S-97-682 AND AEIC CS8.

WE OFFER 2/0 AWG COMPONENT STOCK WITH COMPACT RD
COPPER CLASS B STRANDED CONDUCTOR PER ASTM-B496.



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



WE OFFER REDUCED SEMI-CON CONDUCTOR SHIELD THICKNESS PER AEIC CS8 AND ICEA S-94-649, PARA 3.2.1 WHICH ALLOWS A 50% REDUCTION OF THE MINIMUM POINT THICKNESS FROM TABLE 3-1 FOR COMPACT CONDUCTORS HAVING A DIAMETER ECCENTRICITY OF LESS THAN OR EQUAL TO 2 MILS MEASURED BEFORE THE EXTRUDED SHIELD IS APPLIED.

EXCEPTION

WE OFFER COMPONENT STOCK WITH 24 MILS OF SEMI-CON INS. SHIELD THICKNESS PER ICEA S-97-682 TABLE 5-1 IN LIEU OF 30 MILS THICKNESS PER ICEA S-94-649, TABLE 5-1 FOR CONCENTRIC WIRE NEUTRAL CABLE. REFER TO OKONITE PRODUCT DATA SHEET 2:42.

FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES WILL APPLY FOR LENGTHS 500 FEET OR LESS.

MINIMUM ORDER \$500

F.O.B. SHIPPING POINT

TERMS: NET 30 DAYS

LENGTH TOLERANCE: MINIMUM -03% MAXIMUM +03%
PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

* THE FOLLOWING HYPERLINKED FILE * THE OKONITE COMPANY
* [OKONITE-TERMS-AND-CONDITIONS.PDF](#), *
* FORM PART OF THIS QUOTATION. * BY DON RYAN

FREIGHT PREPAID BY THE OKONITE COMPANY AND CHARGED BACK TO THE CUSTOMER AS A SEPARATE CHARGE.

ESCALATION:
PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMPLETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE.
ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN. ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE, SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



(COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF RELEASE AND THE DATES SHIPMENTS ARE MADE.

BASIS:

COPPER: COMEX, CURRENT MONTH SETTLE PRICE,
PREVIOUS DAY CLOSING.

ALUMINUM:

LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.

STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)

Quote

T & C SPECIALTY DISTRIBUTORS, INC.
 P O BOX 111
 148 RUSSELL DRIVE
 WAYNESBORO MS 39367
 6017359040

Order Number: 0013321
Order Date: 11/30/2023

Salesperson: JHOW
Customer Number: 00-TUPCIT

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 P O BOX 588 ST
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 (662) 841-6460

Confirm To:

Ship To:

CITY OF TUPELO
 WATER & LIGHT DEPARTMENT
 320 NORTH FRONT STREET
 TUPELO, MS 38804

Customer P.O.	Contract No.	F.O.B.	Terms
			NET 30 DAYS

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
141-23-9075	1.00 FOOT	2,500.00	0.00	0.00	19.6700	
1/C 2/0 CLASS B CU C-RD SS-220 OKOGUARD EPR - 024 SC EPR - 14 X #10 COPPER CONC WIRES FULL NEUT CONC WIRES 050 OKOLENE PE W/3 RED STRIPES SEQ PRINT - 15 KV +/- METALS It is a special. Lead time: 20 weeks						

L-151

Carton



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



12/01/2023

8088 US HIGHWAY 11
SUITE 101
SPRINGVILLE AL 35146
TEL:205-655-0390 FAX:205-655-0393

QUOTATION PREPARED FOR:
TUPELO WATER&LIGHT

CUSTOMER
REFERENCE: TUPELO WATER&LIGHT

OKONITE REFERENCE:42-30715-A-002

ITEM	QUANTITY	DESCRIPTION	NET WEIGHT 1000 FT	SHIP WEIGHT	PRICE 1000 FT
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IN ACCORDANCE WITH ITEM EXPIRATION DATE.

003	2,500'	1/C 2/0 CLASS B COPPER C-RD -SS- 220 OKOGUARD EPR - 024 SC EPR - 14 X #10 COPPER CONC WIRES (FULL NEUTRAL) - 050 OKOLENE PE W/3 RED STRIPES - SEQ PRINT - 15KV SERIAL NUMBER = 92502	1322	3571	\$19972 EXPIRES 1/19/24
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COPPER 3.812500

SPECIAL MANUFACTURED ITEM

APPROX O.D. INCHES 1.233

OKONITE PRODUCT CODE: **141-23-9075**

REELS:
1 @ 2500 58X32X28 NR (REEL WIDTH 38.0)

AVAILABILITY: 20 WEEKS.

CLARIFICATION

WE OFFER URO-J CABLE MANUFACTURED & TESTED IN
ACCORDANCE WITH CURRENT EDITIONS OF ICEA S-94-649,
ICEA S-97-682 AND AEIC CS8.

WE OFFER 2/0 AWG COMPONENT STOCK WITH COMPACT RD
COPPER CLASS B STRANDED CONDUCTOR PER ASTM-B496.



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



WE OFFER REDUCED SEMI-CON CONDUCTOR SHIELD THICKNESS PER AEIC CS8 AND ICEA S-94-649, PARA 3.2.1 WHICH ALLOWS A 50% REDUCTION OF THE MINIMUM POINT THICKNESS FROM TABLE 3-1 FOR COMPACT CONDUCTORS HAVING A DIAMETER ECCENTRICITY OF LESS THAN OR EQUAL TO 2 MILS MEASURED BEFORE THE EXTRUDED SHIELD IS APPLIED.

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FOR AUTHORIZED STOCK ITEMS ONLY, REEL AND CUT CHARGES WILL APPLY FOR LENGTHS 500 FEET OR LESS.

MINIMUM ORDER \$500

F.O.B. SHIPPING POINT

TERMS: NET 30 DAYS

LENGTH TOLERANCE: MINIMUM -03% MAXIMUM +03%
PRICES QUOTED HEREIN DO NOT PERMIT EXACT LENGTHS OR REDUCED TOLERANCES, UNLESS SPECIFICALLY NOTED.

* THE FOLLOWING HYPERLINKED FILE * THE OKONITE COMPANY
* [OKONITE-TERMS-AND-CONDITIONS.PDF](#), *
* FORM PART OF THIS QUOTATION. * BY DON RYAN

FREIGHT PREPAID BY THE OKONITE COMPANY AND CHARGED BACK TO THE CUSTOMER AS A SEPARATE CHARGE.

ESCALATION:
PRICES QUOTED HEREIN ARE THOSE IN EFFECT TODAY, AND ARE PREDICATED ON IMMEDIATE RELEASE FOR MANUFACTURE AND SHIPMENT AS SOON AS COMPLETED. THESE PRICES SHALL BE ADJUSTED FOR CHANGES IN THE PRICE OF METALS (COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF QUOTATION AND THE DATES SHIPMENTS ARE MADE.
ALL SUCH ADJUSTMENTS WILL BE MADE AGAINST THE NET PRICE AFTER ALL DISCOUNTS AND WILL BE CALCULATED USING METAL WEIGHTS QUOTED HEREIN. ORDERS RECEIVED WITHOUT CUTTING LENGTHS OR FOR SUBSEQUENT RELEASE, SHALL BE BILLED AT PRICE IN EFFECT ON THE DAY RELEASE IS RECEIVED AND SHALL BE ADJUSTED THEREAFTER FOR CHANGES IN THE PRICE OF METALS



THE OKONITE COMPANY

QUALITY CABLES SINCE 1878



(COPPER, STEEL, LEAD, ALUMINUM), WHICH MAY OCCUR BETWEEN THE DATE OF RELEASE AND THE DATES SHIPMENTS ARE MADE.

BASIS:

COPPER: COMEX, CURRENT MONTH SETTLE PRICE,
PREVIOUS DAY CLOSING.

ALUMINUM:

LEAD: LONDON METALS EXCHANGE (LME) SETTLE PRICE.

STEEL: AMERICAN METALS MARKET - COLD ROLLED SHEET CLASS 1.

RETURNABLE REEL CHARGES MAY APPLY AS APPLICABLE.

(END OF QUOTATION)



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE December 13, 2023
SUBJECT: IN THE MATTER OF AN EMERGENCY PURCHASE OF TWELVE (12) 25 kVA PADMOUNT TRANSFORMERS JT

Request:

I respectfully request your approval of the following emergency purchase:

Twelve (12) 25 kVA single phase padmount transformers 7200/120/240 with taps at 2 ½% above and below nominal rating – Arkansas Electric Cooperative, Inc. submitted the lowest quote for these twelve (12) transformers at \$3,089.00 each for a total of \$37,068.00. This cost is subject to review at the time of shipment. The estimated delivery date for these transformers is February 5, 2024.

This emergency purchase is requested due to the following factors:

- Volatility of the metals market and key transformer and wire cost factors beyond the manufacturer's control
- Lead/delivery times

Please let me know if you have any questions.

ORDER**ORDER AUTHORIZING EMERGENCY PURCHASE OF
TWELVE (12) 25 kVA SINGLE PHASE PADMOUNT TRANSFORMERS**

WHEREAS, the Tupelo Water and Light Department has nearly exhausted its supply of 25 kVA single phase padmount transformers; and

WHEREAS, in order to replenish these transformers, quotes for twelve (12) 25 kVA single phase padmount transformers were obtained, and on November 21, 2023, Arkansas Electric Cooperatives, Inc. submitted the lowest and best quote at \$3,089.00 each, for a total of \$37,068.00; and

WHEREAS, due to the lead time of a minimum of three (3) months for these transformers, Arkansas Electric Cooperatives, Inc. would not hold the quote, and the cost is subject to review at the time of shipment; and

WHEREAS, the manufacturer cited the volatility of the metals market and other key factors beyond the manufacturer's control for being unable to guarantee the pricing; and

WHEREAS, an emergency purchase is authorized by Miss. Code Ann. § 31-7-13(k) to allow governing authorities to emergency purchase where it would otherwise be a detriment to the interest of the municipality to allow time for obtaining firm quotes and issuing purchase orders; and

WHEREAS, these materials and supplies are critical to placement of new and replacement of existing electrical projects, and the lead times involved between order and delivery pose an emergency of running out of these supplies and materials.

NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, as follows:

SECTION 1. The prefatory clauses above are incorporated in the findings of the City Council.

SECTION 2. The City Council finds that further delay will be detrimental to the city, and an emergency purchase is required to order the materials and supplies without a firm delivery price.

SECTION 3. The Water and Light Department is authorized on an emergency basis to order these transformers without a firm delivery price.

The foregoing order was proposed in a motion by Council Member Gaston, seconded by Council Member Jones, and after discussion, no council member having called for a reading, was brought to a vote as follows:

Councilman Chad Mims	<u>Aye</u>
Councilman Lynn Bryan	<u>Aye</u>
Councilman Travis Beard	<u>Aye</u>
Councilwoman Nettie Davis	<u>Aye</u>
Councilman Buddy Palmer	<u>Aye</u>
Councilwoman Janet Gaston	<u>Aye</u>
Councilwoman Rosie Jones	<u>Aye</u>

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the 19th day of December, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard
Travis Beard, President

ATTEST:

Missy Shelton
Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan
Todd Jordan, Mayor

DATE: *12-20-2023*



Arkansas Electric Cooperatives, Inc.

Utility Sales & Services Division

sales@aeci.com

800.451.8061

QUOTE

Entered By
Johnathon Carmichael, Sales Coordinator
john.carmichael@aeci.com

Arkansas Electric Cooperative Inc.

Quote: SQ23328

Customer Info: CITY OF TUPELO - 320 NORTH FRONT TUPELO MS 38802

Page 1
11/21/23

Notes:

****SUBJECT TO ESCALATION**

APPENDIX R

Item Number	Item Description	Customer Item#	Est. Delivery	Qty	Item Price	Ext. Price
				UOM		
1	E257212WTFAD 25KVA 7200 120/240 WT PAD		02/05/24	12	3,089.00	37,068.00
				EA		
Quote Total						37,068.00

For any questions about this quote, please contact your Sales Coordinator.

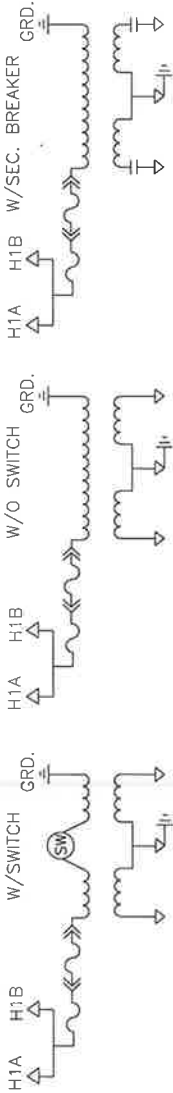
Standard Terms and Conditions apply to any sale of goods by Arkansas Electric Cooperatives, Inc. Sales tax is NOT included. You can find our Terms and Conditions at aecisales.com/terms. These terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and our customers of any such goods.

Wayne Garner

1. V.: 1240UGHUY/2UW 35BIL 1BU

..V.: 240/120 (3 LVBU ONLY) LHL 30 BIL

APS: 2 AT 2.5% ABOVE & BELOW NORMAL



PART DESCRIPTION QUANTITY

- 1 CONDUIT ENTRANCE AREA 1
- 2 FUSING : GENERIC DUAL/LOAD (DS) BAYO & ISO EC ISOLATION LINK BY CONFIGURATOR

- 3 PARKING STAND 1
- 4 GENERIC WELL W/ REPLACEABLE STUDS 2
- 15 KV ERMCO STANDARD INSERTS NO LBRK SWITCH 1
- (1) ALUMINUM NAMEPLATE (STANDARD) 1
- P.R.V.: GENERIC.25 10PSB5SCFM (-01 OR -30) 1
- .50 IN. OIL LEVEL PLUG 1
- LVBU: 2-68 or 2-88 (2THINS@X2&1JAMM@X1&X3) .625 IN. - 11 STUD - ITEM#s: 1, 2, 3, 4, 5, 6 3
- 1.00 IN. - 14 STUD - ITEM#s: 7
- SPADES: STD 4H SLIPFIT (3CVRS) 5/8&1 =42-166

- 9 COMPARTMENT COVER 1
- 10 LIFTING BOSS (.625"-11 BLIND TAPPED) 4
- 11 DETACHABLE GROUND STRAP 1
- 12 0.500 NPT DRAIN PLUG (STANDARD) 1
- .500"-13 SILICON BRONZE PENTABOLT (STANDARD) 1
- PADLOCK HASP 1
- GROUND NUT 3
- W/GROUND LUGS #10-1 TINNED LUG (DEFLT.STD) 2
- REMOVABLE SILL 1
- DOOR RETAINER 1
- TAP SW: STANDARD DV & OR TC, CAP WRENCH 1
- SECONDARY BREAKER HANDLE: NOT REQUIRED 1
- NO CONDUIT ENTRANCE HOLE REQUIRED

ADDITIONAL FEATURES

- KVA DECAL: ERMCO STD KVA 2.5 YLW/GLR ON TANK
- FILL PORT: FILL PLUG
- OIL TYPE: STD TX MINERAL OIL
- TK | DR | SL: MS | 14GA MS | 14GA MS

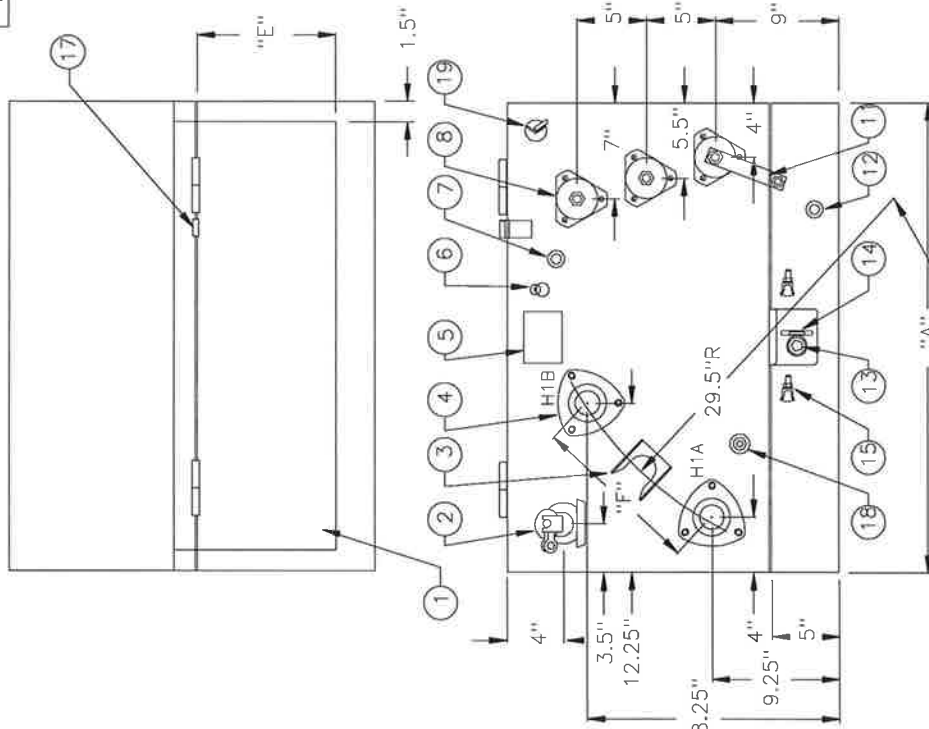
APPENDIX R

ITEM AND/OR STOCK #	KVA	A		B		C		D		E		APPROX. GAL. OIL	APPROX. WEIGHT LB
		WIDTH	HEIGHT	TANK DEPTH	DOOR DEPTH	CABLE OPENING							
1	10	32	24	13	16	12.375	25	490					
2	15	32	24	13	16	12.375	24	512					
3	25	32	24	14	16	12.375	26	572					
4	37.5	32	24	14	16	12.375	24	636					
5	50	32	24	15.7	16	12.375	31	742					
6	75	32	24	20.2	16	12.375	42	967					
7	100	36	28	17.2	16	12.375	46	1143					

"E" = "D" - 3.625" DIM "F" IS : IF DIM "A" IS

10"	32"
12"	34" & >

735



CUSTOMER: TUPELO WATER & LIGHT

RFQ/SPEC #: _____

DATE: _____ BY: _____ QUOTE NUMBER: _____

HOWARD **Hi** INDUSTRIES

Howard Industries, Inc.
 Utility Transformer Division
 P.O. Box 1588
 Laurel, MS 39441-1588
 Phone: 601 425 3151
 Fax: 601 649 8090

QUOTATION CUSTOMER COPY

CASEY TURNER
 TUPELO WATER & LT. DEPT
 PO BOX 1485 ACCT PAYABLE
 TUPELO, MS 38802

FOB: DESTINATION
 PRICING: * SEE STATEMENT BELOW *
 AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
 TERMS: NET 30 DAYS
 INQUIRY:

QUOTATION NO: ME-6885
 QUOTATION DATE: 12/06/2023
 PAGE NO: 1

APPENDIX R

736

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	12	<p>PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 2 DEAD FRONT SINGLE VOLTAGE KVA: 25 KVA HV: 12470GRDY/7200 95KV BIL LV: 240/120 30KV BIL 3 BUSHINGS TAPS: (2) 2-1/2 ABOVE & BELOW TANK: MILD STEEL IMPED = 2.0 OIL TYPE: MINERAL</p> <p>QUOTED PER CUSTOMER INQUIRY DATED 11/20/23 NON EVALUATED SINGLE PHASE PAD DEAD FRONT LOOP FEED SPLIT TAPS WELLS/INSERTS BAYONET FUSING 4 HOLE SECONDARY QUOTED WITH COPPER PRIMARY AND SECONDARY WINDINGS</p> <p>FOR AN ADDITIONAL CHARGE, THE HI-LIFT SINGLE-PHASE TRANSFORMER IS AVAILABLE. PLEASE SEE THE ATTACHED FLYER AND CONTACT YOUR HI REPRESENTATIVE FOR ADDITIONAL INFORMATION.</p> <p>**NOTE** * DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL.</p> <p>DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS. ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL</p>	\$5,493.00	72-72 WKS

UNCONTROLLED COPY
 UNLESS VIEWED ON A PC FROM THE 'QCShare on Howardpd.c Drive

CONTINUED ON NEXT PAGE

Document: 2.3.01
 Revision: 1
 Authorized: RSS

HOWARD **Hi** INDUSTRIES

Howard Industries, Inc.
 Utility Transformer Division
 P.O. Box 1588
 Laurel, MS 39441-1588
 Phone: 601 425 3151
 Fax: 601 649 8090

QUOTATION CUSTOMER COPY

CASEY TURNER
 TUPELO WATER & LT. DEPT
 PO BOX 1485 ACCT PAYABLE
 TUPELO, MS 38802

FOB: DESTINATION
 PRICING: * SEE STATEMENT BELOW *
 AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
 TERMS: NET 30 DAYS
 INQUIRY:

QUOTATION NO: ME-6885
 QUOTATION DATE: 12/06/2023
 PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
		<p>DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.</p> <p>TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.</p>		

APPENDIX R

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LAST PAGE

Mary Ellis
 SUBMITTED BY MARY ELLIS

Document: 2.3.01
 Revision: L
 Authorized: RSS



Arkansas Electric Cooperatives, Inc.

Utility Sales & Services Division

sales@aeci.com

800.451.8061

QUOTE

Entered By
Johnathon Carmichael, Sales Coordinator
john.carmichael@aeci.com

Arkansas Electric Cooperative Inc.

Quote: SQ23328

Customer Info: CITY OF TUPELO - 320 NORTH FRONT TUPELO MS 38802

Page 1
11/21/23

Notes:

**SUBJECT TO ESCALATION

APPENDIX R

Item Number	Item Description	Customer Item#	Est. Delivery	Qty	Item Price	Ext. Price	
1	E257212WTFAD 25KVA 7200 120/240 WT PAD		02/05/24	12	3,089.00	37,068.00	
						Quote Total	37,068.00

For any questions about this quote, please contact your Sales Coordinator.

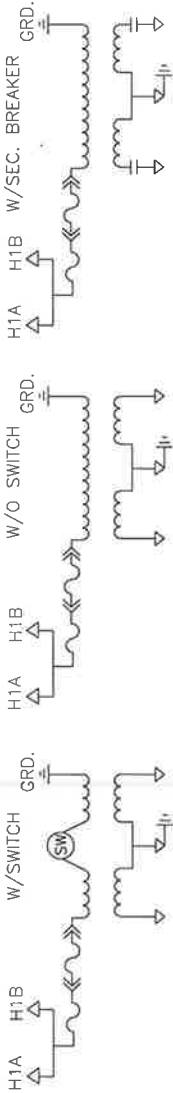
Standard Terms and Conditions apply to any sale of goods by Arkansas Electric Cooperatives, Inc. Sales tax is NOT included. You can find our Terms and Conditions at aecisales.com/terms. These terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and our customers of any such goods.

Wayne Garner

1. V.: 1240UGHUY/2UW 35BIL 1BU

..V.: 240/120 (3 LVBU ONLY) LHL 30 BIL

APS: 2 AT 2.5% ABOVE & BELOW NORMAL



PART DESCRIPTION QUANTITY

- 1 CONDUIT ENTRANCE AREA 1
- 2 FUSING : GENERIC DUAL/LOAD (DS) BAYO & ISO EC ISOLATION LINK BY CONFIGURATOR

- 3 PARKING STAND 1
- 4 GENERIC WELL W/ REPLACEABLE STUDS 2
- 15 KV ERMCO STANDARD INSERTS NO LBRK SWITCH 1
- (1) ALUMINUM NAMEPLATE (STANDARD) 1
- P.R.V.: GENERIC.25 10PSB5SCFM (-01 OR -30) 1
- .50 IN. OIL LEVEL PLUG 1
- LVBU: 2-68 or 2-88 (2THINS@X2&1JAMM@X1&X3) .625 IN. - 11 STUD - ITEM#s: 1, 2, 3, 4, 5, 6 3
- 1.00 IN. - 14 STUD - ITEM#s: 7
- SPADES: STD 4H SLIPFIT (3CVRS) 5/8&1 =42-166

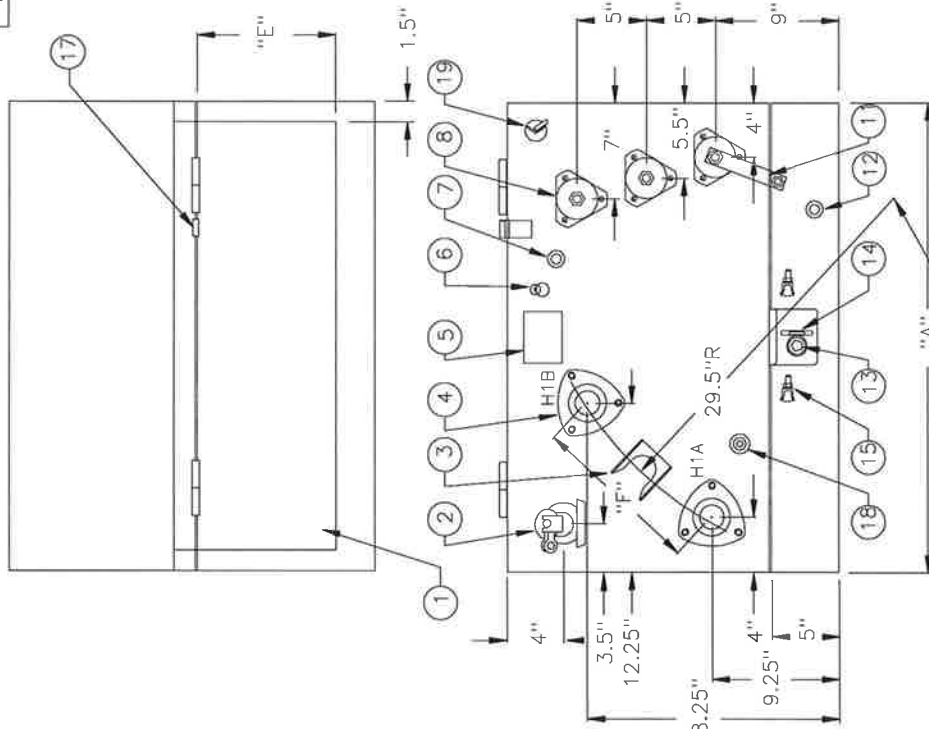
- 9 COMPARTMENT COVER 1
- 10 LIFTING BOSS (.625"-11 BLIND TAPPED) 4
- 11 DETACHABLE GROUND STRAP 1
- 12 0.500 NPT DRAIN PLUG (STANDARD) 1
- .500"-13 SILICON BRONZE PENTABOLT (STANDARD) 1
- PADLOCK HASP 1
- GROUND NUT 3
- W/GROUND LUGS #10-1 TINNED LUG (DEFLT.STD) 2
- REMOVABLE SILL 1
- DOOR RETAINER 1
- TAP SW: STANDARD DV & OR TC, CAP WRENCH 1
- SECONDARY BREAKER HANDLE: NOT REQUIRED 1
- NO CONDUIT ENTRANCE HOLE REQUIRED

- ADDITIONAL FEATURES
- KVA DECAL: ERMCO STD KVA 2.5 YLW/GLR ON TANK
- FILL PORT: FILL PLUG
- OIL TYPE: STD TX MINERAL OIL
- TK | DR | SL: MS | 14GA MS | 14GA MS

APPENDIX R

ITEM AND/OR STOCK #	KVA	A WIDTH	B HEIGHT	C TANK DEPTH	D DOOR DEPTH	E CABLE OPENING	APPROX. GAL. OIL	APPROX. WEIGHT LB
2	15	32	24	13	16	12.375	24	512
3	25	32	24	14	16	12.375	26	572
4	37.5	32	24	14	16	12.375	24	636
5	50	32	24	15.7	16	12.375	31	742
6	75	32	24	20.2	16	12.375	42	967
7	100	36	28	17.2	16	12.375	46	1143

"E" = "D" - 3.625" DIM "F" IS : IF DIM "A" IS
 10" 32"
 12" 34" & >



POINT 4" BELOW PAD SURFACE
 10" RIGHT OF TRANS. CENTERLINE AND
 12" IN FRONT OF TRANS. FRONT PANEL



CUSTOMER: TUPELO WATER & LIGHT
 RFQ/SPEC #: _____
 DATE: _____ BY: _____ QUOTE NUMBER: _____

HOWARD **Hi** INDUSTRIES

Howard Industries, Inc.
 Utility Transformer Division
 P.O. Box 1588
 Laurel, MS 39441-1588
 Phone: 601 425 3151
 Fax: 601 649 8090

QUOTATION CUSTOMER COPY

CASEY TURNER
 TUPELO WATER & LT. DEPT
 PO BOX 1485 ACCT PAYABLE
 TUPELO, MS 38802

FOB: DESTINATION
 PRICING: * SEE STATEMENT BELOW *
 AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
 TERMS: NET 30 DAYS
 INQUIRY:

QUOTATION NO: ME-6885
 QUOTATION DATE: 12/06/2023
 PAGE NO: 1

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	12	PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 2 DEAD FRONT SINGLE VOLTAGE KVA: 25 KVA HV: 12470GRDY/7200 95KV BIL LV: 240/120 30KV BIL 3 BUSHINGS TAPS: (2) 2-1/2 ABOVE & BELOW TANK: MILD STEEL IMPED = 2.0 OIL TYPE: MINERAL QUOTED PER CUSTOMER INQUIRY DATED 11/20/23 NON EVALUATED SINGLE PHASE PAD DEAD FRONT LOOP FEED SPLIT TAPS WELLS/INSERTS BAYONET FUSING 4 HOLE SECONDARY QUOTED WITH COPPER PRIMARY AND SECONDARY WINDINGS FOR AN ADDITIONAL CHARGE, THE HI-LIFT SINGLE-PHASE TRANSFORMER IS AVAILABLE. PLEASE SEE THE ATTACHED FLYER AND CONTACT YOUR HI REPRESENTATIVE FOR ADDITIONAL INFORMATION. **NOTE** * DUE TO CURRENT COST VOLATILITY, HOWARD INDUSTRIES RESERVES THE RIGHT TO CHANGE PRICES AT ANY TIME TO COVER INCREASES IN THE KEY TRANSFORMER COST FACTORS BEYOND THE COMPANY'S CONTROL. DUE TO COVID-19, LABOR AND RAW MATERIAL SHORTAGES, AS WELL AS OTHER SUPPLY CHAIN DISRUPTIONS, HOWARD INDUSTRIES RESERVES THE RIGHT TO MODIFY LEAD TIMES AT ANY TIME ON BOTH ORDERS THAT HAVE ALREADY BEEN PLACED AND ON FUTURE ORDERS. ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL	\$5,493.00	72-72 WKS

APPENDIX R

CONTINUED ON NEXT PAGE

UNCONTROLLED COPY
 UNLESS VIEWED ON A PC FROM THE 'QCShare on Howardpdc Drive

Document: 2.3.01
 Revision: 1
 Authorized: RSS

HOWARD **Hi** INDUSTRIES

Howard Industries, Inc.
 Utility Transformer Division
 P.O. Box 1588
 Laurel, MS 39441-1588
 Phone: 601 425 3151
 Fax: 601 649 8090

QUOTATION CUSTOMER COPY

CASEY TURNER
 TUPELO WATER & LT. DEPT
 PO BOX 1485 ACCT PAYABLE
 TUPELO, MS 38802

FOB: DESTINATION
 PRICING: * SEE STATEMENT BELOW *
 AGENT: HOWARD AGENCY

VALIDITY: 30 DAYS
 TERMS: NET 30 DAYS
 INQUIRY:

QUOTATION NO: ME-6885
 QUOTATION DATE: 12/06/2023
 PAGE NO: 2

Item	Qty	Description	Unit Price	Shipment ARO
		<p>DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.</p> <p>TRANSFORMERS ON THIS QUOTATION ARE DESIGNED TO COMPLY WITH DOE EFFICIENCY REQUIREMENTS EFFECTIVE FOR COVERED TRANSFORMERS COMPLETING MANUFACTURE BEGINNING JANUARY 1, 2016.</p>		

APPENDIX R

741

UNCONTROLLED COPY

UNLESS VIEWED ON A PC FROM THE 'QCS' share on Howardpc Drive

LAST PAGE

Mary Ellis
 SUBMITTED BY MARY ELLIS

Document: 2.3.01
 Revision: L
 Authorized: RSS



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE December 13, 2023
SUBJECT: IN THE MATTER OF AN EMERGENCY PURCHASE OF FIFTEEN (15) 25 kVA CONVENTIONAL TRANSFORMERS **JT**

Request:

I respectfully request your approval of the following emergency purchase:

Fifteen (15) 25 kVA single phase conventional transformers 7200/120/240 with taps at 2 ½% above and below nominal rating – Border States submitted the lowest quote for these fifteen transformers at \$1,591.00 each for a total of \$23,865.00. This cost is subject to review at the time of shipment. The lead time for these transformers is a minimum of thirteen (13) months.

This emergency purchase is requested due to the following factors:

- Volatility of the metals market and key transformer and wire cost factors beyond the manufacturer's control
- Lead/delivery times

Please let me know if you have any questions.

ORDER**AN ORDER AUTHORIZING THE EMERGENCY PURCHASE OF 25kVA
CONVENTIONAL SINGLE HANGER POLE MOUNT TRANSFORMERS**

WHEREAS, the Tupelo Water and Light department has nearly exhausted its supply of 25 kVA conventional single hanger pole mount transformers; and

WHEREAS, in order to replenish these transformers, quotes for fifteen (15) 25 kVA pole mount transformers were obtained from two bidders, Border States Electric and Arkansas Electric Cooperative, and on September 26, 2022, Border States Electric submitted the lowest and best quote for these transformers at \$1,591.00 each, for a total of \$23,865.00 (*see* Exhibit “A”); and

WHEREAS, due to the lead time of a minimum of twelve (12) months for these transformers, Border States Electric nor Arkansas Electric Cooperative would not hold their quotes, and the cost would be subject to escalation based on the ERMCO material price index and subject to review at the time of shipment; and

WHEREAS, the manufacturer cited the volatility of the metals market and other key factors beyond the manufacturer’s control for being unable to hold the prices; and

WHEREAS, upon delivery of the transformers by Border States Electric, the total price for each transformer was \$1,725 per transformer, an increase of \$134 per transformer due to the volatility of the market for these types of goods; and

WHEREAS, an emergency purchase is authorized by Miss. Code Ann. § 31-7-13(k) to allow governing authorities to emergency purchase when it would otherwise be a detriment to the interest of the municipality to allow time for obtaining firm quotes and issuing purchase orders; and

WHEREAS, these materials and supplies are critical to placement of new and replacement of existing electrical projects, and the lead times involved between order and delivery pose an emergency of running out of these supplies and material; and

WHEREAS, sufficient facts exist to determine that there is a need for an emergency purchase to replenish the City of Tupelo's stock of 25kVA pole mount transformers.

NOW, THEREFORE, BE IT ORDERED BY THE GOVERNING AUTHORITIES OF THE CITY OF TUPELO, MISSISSIPPI, the following:

SECTION 1. The prefatory clauses above are incorporated herein as the findings of the Tupelo City Council and found to be in accordance with a warranted and necessary expression of municipal authority concerning the emergency purchase of commodities.

SECTION 2. The City Council finds that delay in achieving firm pricing would be detrimental to the City, and an emergency purchase is required to authorize the payment of the materials and supplies without having previously received a firm delivery price as determined by two competitive quotes.

SECTION 3. The Tupelo Water and Light Department is authorized on an emergency basis to purchase the 25 kVA transformers as shown in the attached "Exhibit B."

The foregoing order was proposed in a motion by Council Member Palmer, seconded by Council Member Davis, and after discussion, no council member having called for a reading, was brought to a vote as follows:

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

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the forgoing Order had been passed and adopted on this the 19th day of December, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard
TRAVIS BEARD, President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

1-3-2024
DATE



BORDER STATES
Supply Chain Solutions™

To: Mr. Drew Kyle **From:** Lisa Shearon

Tupelo Water & Light **Pages:**

Date: 9/26/2022

Re: **CC:** Gerald Tutor

Urgent For Review Please Comment Please Reply Please Recycle

(2 Quotes)

We are pleased to quote the following material per your request.

Per GE Prolec: Given the ongoing and constantly changing status of the epidemic/pandemic situations, such as coronavirus, around the world, including emerging governmental restrictions, Seller assures Buyer that Seller are staying abreast of the situation across the globe. The impacts of these situations cannot reasonably be determined at this time; however, Seller will keep Buyer aware of any developments that may impact timing, schedules, pricing or other aspects of our contract. While Seller does not propose to make changes now, Seller's proposal did not consider the impacts of the coronavirus or any other epidemic/pandemic situation and may need to be adjusted; we will determine what (if any) changes we may need at the time of the award and will work with customer to ensure mutual agreement.

Sincerely,

Lisa Shearon

Lisa Shearon
Customer Service Representative
Border States Electric
1645 North Parkway
Jackson, TN 38301
800-372-3863 Phone
731-423-0073 Fax
lshearon@borderstates.com

STOCK ITEMS SUBJECT TO PRIOR SALE

PAYMENT TERMS: NET 30 DAYS

To access BSE's Terms and Conditions of Sale, please go to <https://www.borderstateselectric.com>.

Safety Data Sheet for products purchased from Border States is available on our website: www.borderstates.com





BORDER STATES
Supply Chain Solutions™

Border States Electric Supply

Border States Electric - JAC
1645 North Parkway
JACKSON TN 38301
Phone: 731-423-0071

Tupelo Water & Light
PO Box 588
Tupelo MS 38802-0588

Quote

BSE Quote: 26753697
Sold-To Acct #: 135258
Valid From: 09/26/2022 **To:** 10/26/2022
PO No: POLETYPE TRANSFORMERS

Created By: Lisa Shearon
Tel No: 731-423-0071
Fax No:

Inco Terms:
PPA PREPAID & ALLOW FREIGHT

Payment Terms:
Net 30 days

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
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	000010		15 EA	1,591.00 / 1	EA	23,865.00
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- GE #QAOG034 25KVA 1PH CENV TRANSFORMERS
Capacity - kVA: 25
Primary Voltage: 7200
Secondary Voltage: 120/240
Details: conventional single hanger pole mount transformers with taps (same as line 3 on quote U1609134)
Description: 25 KVA
1PH POLETYPE TRANSFORMER
7200 / 12470Y - 120/240
2 - 2 1/2% A&BN TAPS
Single Hanger Tank W/ Arr. Nut 2 HV Bushings
NO LOAD LOSSES-52, LOAD LOSSES-335, TOTAL LOSSES-387
IZ PCT: 2 EXC PCT: 2

DOE 2016 Standard Compliant Design
Standard Nameplate
Mineral oil per ASTM type II
13/16 Eyebolt Polymer LV Bushings CELECO
Decal 25 2.75 inch High
Caution Decal for Tap Changer (US)
PRV VIAT Cat# 301-010-01N 35 SCFM
CELECO GRD CONECTOR CAT# D1088 #10 TO #1 AWG

DELIVERY: ESTIMATED TO SHIP 4TH QTR.
OF 2023

*** Prolec GE currently facing a dynamic market of commodities (copper, silicon steel, oil, aluminum and carbon steel) where the costs are fluctuating, so Prolec GE reserves the right to revisit the pricing of this proposal if the cost of the commodities vary +2% from the date of the quote. For projects to be decided after 30 days, please contact our team through your assigned Sales Rep to get a quote update. For long-term projects we invite you to ask us about our Prolec GE Price Index policy which allows the buyer and seller to be protected for positive and negative commodity fluctuations for the duration of the contract

CUSTOMER COPY

QUOTE # 664159-00
QUOTED DATE 9/21/22

BILL TO:
ARKANSAS ELECTRIC COOPERATIVE
P.O. BOX 194208

SHIP TO:
ARKANSAS ELECTRIC COOPERATIVE
P.O. BOX 194208
#1 COOPERATIVE WAY

LITTLE ROCK AR72209

LITTLE ROCK AR72209

DESCRIPTION PRODUCT NUMBER QTY UNIT PRICE EXT PRICE

TRANSFORMER LOSS DATA IS BASED ON ANSI C57.12.00:

LOSS GRT: REF VOLT% : 100

NL TEMP BASIS: 85 LL TEMP BASIS: 85

REQUOTE OF 663994.001 TO HAVE TWO HIGH VOLTAGE

BUSHINGS PER RFQ, NO OTHER CHANGES WERE MADE

FROM THE ORIGINAL QUOTE

*Thanks,
Wayne Goren*

EVALUATED TO MEET DOE 2016 REQUIREMENTS
PRICES ARE GOOD FOR RECEIPT OF AN ORDER
WITHIN 30 DAYS FROM 9/23/22. BUT SUBJECT
TO REVIEW AT TIME OF SHIPMENT.

SHIPMENTS 2022 3RD QUARTER AND AFTER

WILL BE SUBJECT TO ESCALATION /

DE-ESCALATION BASED ON THE ERMCO

MATERIAL PRICE INDEX AT TIME OF

SHIPMENT. THE BASE ERMCO MATERIAL

PRICE INDEX FOR THIS QUOTATION IS 16.71%

ITEM 1
OVERHEAD DIST. TRANSFORMER POLEMOUNT 1 1650.00 each
ITEM# : 1.00

NL= 58 LL= 316 IZ=1.700 TL= 374

OPTIONS BEGIN.....

025 25 KVA
501 7200/12470Y 95BIL 2BU
501Y 7200/12470Y
003 2 TAPS 2.5% ABOVE AND BELOW
401 120/240 3 OR 4 LVBU(QTY PER ANSI)
1 1 SET OF HANGER BRACKETS
000 CONVENTIONAL
000 NO LIGHTNING ARRESTER AT H1
300 GenThermoSet/ThermoPlast w/EyeBolt
1 RECEIVES STD LENGTH LV GRD STRAP
B (1) BARCODED ALUMINUM NAMEPLATE
1 Standard 2.5 BlakOnWhite kVA Decal
1 "NON PCB"1X2(ERMCO STD)WHT/BLU7-15
ARRESTER KV 0000000010.00000
0 STD TX MINERAL OIL

OPTIONS END.....

24 HOUR NOTICE

USE FOR SEPARATING INVOICE FREIGHT CHARGES



INVOICE

BSE Invoice: 927260404
Cust Acct#: 135258
P.O.#: 00002818-000
Sales Order#: 37262263
Sales Doc Type: Sales Order
Payment Terms: Net 30 days

Date: 10/27/2023

Border States Electric - JAC
1645 North Parkway
JACKSON TN 38301
Phone: 731-423-0071

TUPELO WATER & LIGHT
PO Box 588
TUPELO MS 38802-0588

Please remit to:
Border States Industries Inc
PO Box 603585
Charlotte NC 28260-3585

Ship to:
TUPELO WATER & LIGHT
320 N FRONT ST
TUPELO MS 38804-4014

Cust Item	BSE Item	Material MFG - Description	Order Qty	Ship Qty	Back Ordered	Price	Per	UoM	Total Value
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	000010		15 EA	14		1,725.00 /1		EA	24,150.00
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- GE #QAOG034 25KVA 1PH CCNV TRANSFORMERS
Capacity - kVA: 25
Primary Voltage: 7200
Secondary Voltage: 120/240
Details: conventional single hanger pole mount transformers with taps (same as line 3 on quote U1609134)
Description: 25 KVA
1PH POLETYPE TRANSFORMER
7200 / 12470Y - 120/240
2 - 2 1/2% A&BN TAPS
Single Hanger Tank W/ Arr. Nut 2 HV Bushings
NO LOAD LOSSES-52, LOAD LOSSES-335, TOTAL LOSSES-387
IZ PCT: 2 EXC PCT: 2

DOE 2016 Standard Compliant Design
Standard Nameplate
Mineral oil per ASTM type II
13/16 Eyebolt Polymer LV Bushings CELECO
Decal 25 2.75 inch High
Caution Decal for Tap Changer (US)
PRV VIAT Cat# 301-010-01N 35 SCFM
CELECO GRD CONECTOR CAT# D1088 #10 TO #1 AWG

DELIVERY: ESTIMATED TO SHIP 4TH QTR.
OF 2023

*** Prolec GE currently facing a dynamic market of commodities (copper, silicon steel, oil, aluminum and carbon steel) where the costs are fluctuating, so Prolec GE reserves the right to revisit the pricing of this proposal if the cost of the commodities vary +2% from the date of the quote. For projects to be decided after 30 days, please contact our team through your assigned Sales Rep to get a quote update. For long-term projects we invite you to ask us about our Prolec GE Price Index policy which allows the buyer and seller to be protected for positive and negative commodity fluctuations for the duration of the contract

EXHIBIT "B"

750
INVOICE
BSE Invoice: 927259809

Date: 10/25/2023

Cust Acct:
135258 TUPELO WATER & LIGHT

Total due by 11/25/2023
Mail at least 7 business days before due date.

Please return invoice with your remittance noting all adjustments.

Shipping and Handling \$			0.00
Total \$			1,725.00
State Tax \$	0.000 %	0.00	
County Tax \$	0.000 %	0.00	
Local Tax \$	0.000 %	0.00	
Other Tax1 \$	0.000 %	0.00	
Other Tax2 \$	0.000 %	0.00	
Other Tax3 \$	0.000 %	0.00	
Tax Subtotal \$			0.00
Net Invoice Amount \$			1,725.00

A finance charge of 1.5% per month or the maximum allowable by law whichever is greater, will be assessed if payment is not received by invoice due date.

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstates.com/termsAndConditions#>





INVOICE

751
BSE Invoice: 927259809
Cust Acct#: 135258
P.O.#: 00002818-000
Sales Order#: 37262263
Sales Doc Type: Sales Order
Payment Terms: Net 30 days

Date: 10/25/2023

Border States Electric - JAC
1645 North Parkway
JACKSON TN 38301
Phone: 731-423-0071

TUPELO WATER & LIGHT
PO Box 588
TUPELO MS 38802-0588

Please remit to:
Border States Industries Inc
PO Box 603585
Charlotte NC 28260-3585

Ship to:
TUPELO WATER & LIGHT
320 N FRONT ST
TUPELO MS 38804-4014

Cust Item	BSE Item	Material MFG - Description	Order Qty	Ship Qty	Back Ordered	Price	Per	UoM	Total Value
	000010	- GE #QAOG034 25KVA 1PH CCNV TRANSFORMERS Capacity - kVA: 25 Primary Voltage: 7200 Secondary Voltage: 120/240 Details: conventional single hanger pole mount transformers with taps (same as line 3 on quote U1609134) Description: 25 KVA 1PH POLETYPE TRANSFORMER 7200 / 12470Y - 120/240 2 - 2 1/2% A&BN TAPS Single Hanger Tank W/ Arr. Nut 2 HV Bushings NO LOAD LOSSES-52, LOAD LOSSES-335, TOTAL LOSSES-387 IZ PCT: 2 EXC PCT: 2 DOE 2016 Standard Compliant Design Standard Nameplate Mineral oil per ASTM type II 13/16 Eyebolt Polymer LV Bushings CELECO Decal 25 2.75 inch High Caution Decal for Tap Changer (US) PRV VIAT Cat# 301-010-01N 35 SCFM CELECO GRD CONECTOR CAT# D1088 #10 TO #1 AWG DELIVERY: ESTIMATED TO SHIP 4TH QTR. OF 2023 *** Prolec GE currently facing a dynamic market of commodities (copper, silicon steel, oil, aluminum and carbon steel) where the costs are fluctuating, so Prolec GE reserves the right to revisit the pricing of this proposal if the cost of the commodities vary +2% from the date of the quote. For projects to be decided after 30 days, please contact our team through your assigned Sales Rep to get a quote update. For long-term projects we invite you to ask us about our Prolec GE Price Index policy which allows the buyer and seller to be protected for positive and negative commodity fluctuations for the duration of the contract	15 EA	1	14	1,725.00 /1		EA	1,725.00

INVOICE 752
BSE Invoice: 927280404

Date: 10/27/2023

Cust Acct:
135258 TUPELO WATER & LIGHT

Total due by 11/27/2023	Shipping and Handling \$			0.00
Mail at least 7 business days before due date.	Total \$			24,150.00
	State Tax \$	0.000 %	0.00	
	County Tax \$	0.000 %	0.00	
	Local Tax \$	0.000 %	0.00	
	Other Tax1 \$	0.000 %	0.00	
	Other Tax2 \$	0.000 %	0.00	
	Other Tax3 \$	0.000 %	0.00	
	Tax Subtotal \$			0.00
	Net Invoice Amount \$			24,150.00

Please return invoice with your remittance noting all adjustments.

A finance charge of 1.5% per month or the maximum allowable by law whichever is greater, will be assessed if payment is not received by invoice due date.

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstates.com/termsAndConditions#>

RESOLUTION

A RESOLUTION CERTIFYING THE RESPONSES TO RFP 23-056PW FOR DEBRIS MONITORING ASSISTANCE AND DECLARING THAT IT WOULD BE MOST ADVANTAGEOUS TO THE CITY OF TUPELO FOR DEBRISTECH TO BE OFFERED A 12-MONTH CONTRACT FOR DEBRIS MONITORING SERVICES IN ACCORDANCE WITH THE TERMS OF THE RFP, APPLICABLE STATE OF MISSISSIPPI PROCUREMENT REQUIREMENTS, AND THE PROVISIONS OF 2 C.F.R. § 200.320

WHEREAS, the City of Tupelo, Mississippi has an emergency management plan that governs the City's preparation and response to varying types of emergency situations, including, but not limited to, weather related disasters that cause damage to trees and vegetation, homes and structures, and public utilities, and such damage poses a great threat to the safety and wellbeing of the general public creating the need for swift response by debris collection efforts; and

WHEREAS, it is most advantageous to the City of Tupelo to procure a 12-month pre-contract for debris monitoring services by the solicitation of proposals due to the nature of weather-related disasters of which the extent of the damage often caused by these weather events is rarely unknown and firm fixed-price contracts for these services, procured by sealed bids, are not well suited to serve the interests of the City of Tupelo in the event of a weather-related disaster; and

WHEREAS, debris monitoring operations are necessary to ensure that debris removal activities claimed to the FEMA PA program for reimbursement are completed in accordance with contract specifications and other supplemental guidance, PA program eligibility criteria, and applicable Federal and SLTT laws, regulations and other requirements; and

WHEREAS, on November 2nd and 9th of 2023, the City of Tupelo advertised in the local newspaper having general circulation in the municipality and through the Mississippi Procurement Technical Assistance Program that it would receive proposals from well-qualified debris monitoring firms to establish a twelve (12) month pre-contract and such proposals were received no later than 10 am on December 4, 2023 (advertisement attached hereto as Exhibit "A"); and

WHEREAS, the City of Tupelo received proposals from three (3) firms having varying degrees of experience concerning the monitoring of collection, clearance, removal and hauling of storm debris; and

WHEREAS, a review committee consisting of seven (7) individuals opened and considered each proposal in light of the criteria contained in the RFP advertisement, and each proposal was scored and ranked by the committee members (*see* Exhibit "B").

NOW, THEREFORE, be it resolved by the governing authorities of the City of Tupelo, Mississippi, the following:

1. The prefatory clauses above are incorporated herein as the findings of the Tupelo City Council and found to be in accordance with a warranted and necessary expression of municipal authority concerning the procurement of debris monitoring services.

2. The solicitation of proposals, rather than sealed bids, is most advantageous to the City of Tupelo’s purpose of procuring a 12-month cost reimbursement contract.
3. After committee scoring of the responses to RFP 23-056PW, it was determined that DebrisTech received the highest average score from all eight scorers in the areas of overall quality of their plan to perform debris monitoring services, their ability to perform debris monitoring services determined by past performance, their technical and financial resources available to perform the job, their record of past performance of similar work, and their pricing.
4. Considering all relevant evaluation criteria contained in the RFP, it is most advantageous to the City of Tupelo to enter into a 12-month pre-contract for debris monitoring services with DebrisTech, and the mayor is hereby authorized to negotiate and execute such contract subject to subsequent ratification by this body.

The foregoing resolution was proposed in a motion by Councilmember

Bryan, seconded by Councilmember Davis, and

with there being no request that it be read aloud, 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>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

Whereupon, after having received a majority of affirmative votes, the President of the Council declared that the Resolution had been passed and adopted on this the 19th day of December, 2023.

CITY OF TUPELO, MISSISSIPPI

Travis Beard
TRAVIS BEARD, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:



TODD JORDAN, Mayor

12-20-2023

DATE

EXHIBIT "A"

LEGAL NOTICE**ADVERTISEMENT FOR PROPOSALS**

NOTICE is hereby given that the City of Tupelo, Mississippi is accepting proposals at or before 10:00 am on December 4, 2023, in the office of the Purchasing Clerk, First Floor, Tupelo City Hall, located at 71 East Troy Street, Tupelo, Mississippi 38804 for the following:

RFP NO. 2023-056PW: Debris Monitoring Firms to Assist the City of Tupelo for a Pre-Contract

The City of Tupelo Mississippi, (hereinafter "City" or "Tupelo") is seeking Firms for Disaster Debris Monitoring Assistance to establish a twelve (12) month pre-contract. The City of Tupelo Debris Management Team will open the bids for review by the City Council and will score the Respondent for consideration. Should the City Council determine that the City Personnel/Equipment and Mutual Aid Agreements are not sufficient to perform the duties required for Debris Monitoring a task order will be issued. Although pricing is required for the initial RFP response each activation will require current pricing per event. This RFP is for Debris Monitoring for FEMA "Category A" only.

The City will seek Services city-wide when activated. The City will evaluate the Information and establish a Short List of firms that will be invited for final interviews. Respondent should be aware the City may elect to utilize multiple companies for Monitoring should the event size require such action.

The City will receive proposals from firms having specific experience and qualifications in the areas identified in this request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Removal

Detailed specifications and forms/documents can be downloaded from the City of Tupelo's website at <https://www.tupelomsbids.com>.

For any questions relating to the bidding process, please call Traci Dillard at 662-841-6513. Responses should be submitted in a sealed envelope and *clearly marked* with your Company Name, the RFP Number, Proposal Name and sent by certified US Mail to the City of Tupelo, Attn: Traci Dillard, PO Box 1485, Tupelo, MS 38802. Proposals must be received at or before 10:00 am on December 4, 2023. Responses may be received by hand-delivery to the Permits Office on the First Floor of Tupelo City Hall located at 71 East Troy Street, Tupelo, MS 38804 during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, no later than 10:00 am on December 4, 2023. Electronic submissions will not be accepted.

The City of Tupelo reserves the right to accept or reject any and/or all proposals and waive informalities in bidding.

The City of Tupelo is an Equal Opportunity Employer. The City of Tupelo encourages Minority-owned Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to submit bids. This bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.

November 2, 9, 2023

EXHIBIT "B"

SCORE SHEET

Debris Monitoring Assistance for the City of Tupelo, Mississippi 2023-056PW

	DebrisTech	Tetra Tech, Inc	Witt O'Brien's, LLC
OVERAL QUALITY OF PLAN (20 POINTS)	18	15	15
ABILITY TO PERFORM BASED ON EXPERIENCE (20 POINTS)	18	15	15
ABILITY TO PERFORM BASED ON AVAILABLE RESOURCES (20 POINTS)	18	15	15
RECORD OF SIMILAR WORK (20 POINTS)	20	18	15
PRICING (20 POINTS)	19	17	10
TOTAL POINTS	93	80	70

SCORER NAME: Stephen Reed

TITLE: Assist. City Attorney

DATE: 12/6/23

SCORE SHEET

Debris Monitoring Assistance for the City of Tupelo, Mississippi 2023-056PW

	DebrisTech	Tetra Tech, Inc	Witt O'Brien's, LLC
OVERALL QUALITY OF PLAN (20 POINTS)	17	16	15
ABILITY TO PERFORM BASED ON EXPERIENCE (20 POINTS)	15	15	15
ABILITY TO PERFORM BASED ON AVAILABLE RESOURCES (20 POINTS)	15	15	15
RECORD OF SIMILAR WORK (20 POINTS)	15	15	15
PRICING (20 POINTS)	20	19	18
TOTAL POINTS	82	80	78

SCORER NAME: Kim Hamner TITLE: CEO

DATE: 12-6-2023

SCORE SHEET

Debris Monitoring Assistance for the City of Tupelo, Mississippi 2023-056PAW

	DebrisTech	Tetra Tech, Inc	Witt O'Brien's, LLC
OVERAL QUALITY OF PLAN (20 POINTS)	10	10	10
ABILITY TO PERFORM BASED ON EXPERIENCE (20 POINTS)	15	10	10
ABILITY TO PERFORM BASED ON AVAILABLE RESOURCES (20 POINTS)	10	10	10
RECORD OF SIMILAR WORK (20 POINTS)	15	10	10
PRICING (20 POINTS)	15	10	10
TOTAL POINTS	65	50	50

SCORER NAME: Chuck Williams TITLE: Public Works Director

DATE: 10/6/23

SCORE SHEET

Debris Monitoring Assistance for the City of Tupelo, Mississippi 2023-0561PW

	DebrisTech	Tetra Tech, Inc	Witt O'Brien's, LLC
OVERAL QUALITY OF PLAN (20 POINTS)	20	10	10
ABILITY TO PERFORM BASED ON EXPERIENCE (20 POINTS)	20	10	10
ABILITY TO PERFORM BASED ON AVAILABLE RESOURCES (20 POINTS)	20	10	10
RECORD OF SIMILAR WORK (20 POINTS)	20	10	10
PRICING (20 POINTS)	6ml 4ml 20	15	15
TOTAL POINTS	100	55	55

SCORER NAME: Paul Velez TITLE: City Attorney

DATE: 11-6-23

SCORE SHEET
Debris Monitoring Assistance for the City of Tupelo Mississippi 2023-056PW

	DebrisTech	Tetra Tech, Inc	Witt O'Brien's, LLC
OVERAL QUALITY OF PLAN (20 POINTS)	10	10	10
ABILITY TO PERFORM BASED ON EXPERIENCE (20 POINTS)	10	10	10
ABILITY TO PERFORM BASED ON AVAILABLE RESOURCES (20 POINTS)	10	10	10
RECORD OF SIMILAR WORK (20 POINTS)	10	10	10
PRICING (20 POINTS)	20	15	10
TOTAL POINTS	60	55	50

SCORER NAME: Dan ASHES TITLE: CAO

DATE: DEC 6, 2023

SCORE SHEET

Debris Monitoring Assistance for the City of Tupelo Mississippi 2023-056PW

	DebrisTech	Tetra Tech, Inc	Witt O'Brien's, LLC
OVERALL QUALITY OF PLAN (20 POINTS)	10	10	10
ABILITY TO PERFORM BASED ON EXPERIENCE (20 POINTS)	10	10	10
ABILITY TO PERFORM BASED ON AVAILABLE RESOURCES (20 POINTS)	10	10	10
RECORD OF SIMILAR WORK (20 POINTS)	10	10	10
PRICING (20 POINTS)	15	5	5
TOTAL POINTS	55	45	45

SCORER NAME: Johnny Timmons TITLE: MGR.

DATE: _____

SCORE SHEET

Debris Monitoring Assistance for the City of Tupelo, Mississippi 2023-056PW

	DebrisTech	Tetra Tech, Inc	Witt O'Brien's, LLC
OVERAL QUALITY OF PLAN (20 POINTS)	15	15	15
ABILITY TO PERFORM BASED ON EXPERIENCE (20 POINTS)	15	15	15
ABILITY TO PERFORM BASED ON AVAILABLE RESOURCES (20 POINTS)	15	15	15
RECORD OF SIMILAR WORK (20 POINTS)	15	15	15
PRICING (20 POINTS)	18	15	10
TOTAL POINTS	78	75	70

SCORER NAME: DENNIS BONDS TITLE: CITY ENGINEER

DATE: 12/6/23