

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**APRIL 20, 2021**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, April 20, 2021, at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, and Willie Jennings; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Mike Bryan attended by phone.

Councilwoman Nettie Davis introduced Craig Shannon, who led the invocation. Councilman Willie Jennings asked Fire Chief Thomas Walker to lead the pledge of allegiance.

Council Vice-President Buddy Palmer called the meeting to order at 6:00 PM.

**CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

Council Member L Bryan moved, seconded by Council Member Whittington, to confirm the agenda and agenda order. The vote was unanimous in favor.

**PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

**PROCLAMATIONS**

**IN THE MATTER OF NATIONAL INFERTILITY AWARENESS WEEK  
PROCLAMATION**

Mayor Shelton presented a proclamation to Kristin Kiste for National Infertility Awareness Week. APPENDIX A

**IN THE MATTER OF 2020 MML EXCELLENCE AWARD RECOGNITION FOR CITY  
SPIRIT, POPULATION OVER 10,000 “NEW YEAR’S EVE PARTY”**

Mayor Shelton presented the 2020 Municipal Excellence Award to Debbie Brangenberg, Downtown Main Street Director. The City recently received the 2020 City Spirit award for cities over 10,000 in population for the New Year's Eve Party. Mrs. Brangenberg spoke briefly thanking all the City departments for the hard work and effort that was put into the celebration.

## **PUBLIC RECOGNITIONS**

Councilman Jennings reminded everyone to get the Covid vaccine. He also reminded registered voters to be sure to vote in the municipal runoff election on April 27.

Councilwoman Davis invited all to the Gumtree Park for the Spring Fest on May 22. Senator Raphael Warnock will be the guest speaker. She reminded everyone to be sure to vote in the General Election on June 8.

## **MAYOR'S REMARKS**

Mayor Shelton extended his condolences to Councilman Jennings on the death of his mother-in-law. He also asked that everyone remember the two children that were recently hurt in the school bus accident in Mooreville. He reminded concerning the upcoming elections and also encouraged all to get the Covid vaccine. The mask mandates for the City of Tupelo properties were removed with Executive Order 21-002. Fire Chief Thomas Walker was recognized for being voted Best Fire Fighter of Lee County and Lucia Randle was recognized for being voted Best Woman in Lee County, by the Lee County Courier poll.

## **PUBLIC AGENDA**

## **PUBLIC HEARINGS**

### **IN THE MATTER OF LOT MOWING**

No one appeared for the Public Hearing for lot mowings.

Parcel	Location
077F2611100	1403 BRISTOW DR
077F2601200	1410 BRISTOW DR
089K3111700	414 N GREEN ST
089K3104100	420 N GREEN ST
089K3104000	421 N GREEN ST
089K3104500	430 N GREEN ST
089K3103800	431 N GREEN ST UNIT A & B
089F3022600	647 N SPRING ST
089K3111900	411 N GREEN ST UNIT A-C

**ACTION AGENDA****IN THE MATTER OF RATIFICATION OF EXECUTIVE ORDER 21-002**

Council Member Whittington moved, seconded by Council Member Jennings, to ratify Executive Order 2021-002 concerning the COVID-19 pandemic. The vote was unanimous in favor. APPENDIX B

**ROUTINE AGENDA****IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON APRIL 6, 2021**

Council Member Beard moved, seconded by Council Member Davis, to approve the minutes of the Regular Council meeting of April 6, 2021, The vote was unanimous in favor.

**IN THE MATTER OF BILL PAY**

Bills were reviewed at 4:30 p.m. by Council members: Markel Whittington, Travis Beard, Lynn Bryan and Buddy Palmer; Accounts Payable Clerk, Traci Dillard; and Johnny Timmons. Council Member Whittington moved, seconded by Council Member Beard, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS**

Council Member Beard moved, seconded by Council Member Whittington, to approve the advertising and promotional expenses, as presented. The vote was unanimous in favor. APPENDIX D

**IN THE MATTER OF APPROVAL TO SUBMIT 2020 HOT SPOT POLICING APPLICATION**

Grant Writer Abby Christian, requested that the Council approve the submission of a Hot Spot grant in the approximate amount of \$20,000, which will fund the purchase of cameras to be placed throughout the City of Tupelo in high crime areas, etc. A 25% match is possible, but will most likely be waived, as it was in previous years. Council Member M Bryan moved, seconded by Council Member Davis, to approve the submission of the 2020-MU-BX-0053 Edward Byrne Memorial Justice Grant. The vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF PURCHASE OF TWO TRACTS OF LAND ON ELVIS PRESLEY DRIVE BY CITY OF TUPELO AND ELVIS PRESLEY BIRTHPLACE FROM THE COTTAGES AT THE BIRTHPLACE, LLC, AND ACCEPTANCE OF DONATION OF INTEREST FROM ELVIS PRESLEY FOUNDATION**

After a brief discussion concerning the purchase, Council Member L Bryan moved, seconded by Council Member Jennings to purchase two tracts of land on Elvis Presley Drive from The Cottages at the Birthplace, LLC, and accept the donation of the interest to be acquired by the Elvis Presley Memorial Foundation. The purchase price is \$70,000. The appraised value is \$60,000, and the City will fund \$60,000 with the Elvis Presley Memorial Foundation paying the difference, of \$10,000, of the appraised price and the asking price. The EP Memorial Foundation will donate its interest to the City after the sale. The vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF RESOLUTION OF AGREEMENT BETWEEN CITY OF TUPELO AND LEE COUNTY REGIONAL ECONOMIC DEVELOPMENT ALLIANCE REGARDING SHARING OF WATER FLUSHING COSTS**

Council Member Davis moved, seconded by Council Member Beard, to approve a Resolution of Agreement between the City of Tupelo and Lee County Regional Economic Development Alliance. The agreement sets forth the agreement regarding sharing of costs for water service flushing at the Hive project. The vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF ORDER DECLARING THE TEMPORARY CITY-WIDE LEISURE AND RECREATION DISTRICT ENDED AND RESUMPTION OF THE DOWNTOWN TUPELO LEISURE AND RECREATION DISTRICT**

Council Member Beard moved, seconded by Council Member Davis, to approve the Order declaring that the Temporary City-Wide Leisure and Recreation District established by ordinance on April 8, 2020, shall cease and revert to the boundaries of the Downtown Leisure and Recreation District as originally adopted by the City of Tupelo. The temporary Ordinance passed in April, 2020, will be removed and the previous leisure and downtown recreation district restored due to restrictions of the Covid 19 pandemic being removed by the Governor. The vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF CHANGE ORDER #1 FOR JACKSON (CLAYTON TO MADISON)**

Council Member Jennings moved, seconded by Council Member Davis, to approve change order #1 for bid # 2020-015MT, Jackson Street Improvements Clayton - Madison. The change order includes both additions and deletions, ending with a total addition of price in the amount of \$6,349.00. The change order is commercially reasonable and not for the purpose of avoiding procurement law. A copy of the change order is attached to these minutes as APPENDIX I. The vote was unanimous in favor of the change order.

**IN THE MATTER OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR FEBRUARY 8 AND MARCH 8, 2021**

Council Member Jennings moved, seconded by Council Member Beard, to approve the February 8 and March 8, 2021, minutes of the Major Thoroughfare Committee. The vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF PLANNING COMMITTEE MINUTES FOR APRIL 5, 2021**

Council Member Whittington moved, seconded by Council Member Beard, to approve the April 5, 2021, minutes of the Planning Committee. The vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF REVIEW DEVELOPMENT AGREEMENT**

Council Member Davis moved, seconded by Council Member Beard, to approve the Real Estate Development Agreement for the housing development located on Kincannon Drive for 11 houses. The vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF LOT MOWING RESOLUTIONS**

DDS Director Pat Falkner asked the Council to approve 69 lot mowing resolutions adjudicating cost and assessing lien against real property. Council Member Jennings moved, seconded by Council Member Beard, to approve the request. A list of the properties and copies of the resolutions are attached to these minutes as APPENDIX M. The vote was unanimous in favor.

**IN THE MATTER OF LOT MOWING**

Council Member Beard moved, seconded by Council Member Whittington, that the final lot mowing list be approved. The vote was unanimous in favor and a copy of the list is attached to these minutes as APPENDIX N.

**IN THE MATTER OF SURPLUSING A PATROL VEHICLE**

Police Chief Bart Aguirre requested the Council to surplus a 2009 Ford Crown Victoria VIN# 1400 and to transfer it to the Tupelo Airport Authority. This vehicle is no longer need by the Police Department. Council Member Davis moved, seconded by Council Member Beard, to approve the surplus and transfer. APPENDIX O

**IN THE MATTER OF BID APPROVAL – BULLDOZER – 2021-008PW**

The City received bids, by reverse auction, for the purchase of a Bulldozer for use by the Public Works Department with Bid # 2021-008PW. Two bids were received, and Public Works Director Chuck Williams asked that the lowest and best of the two, Stribling Equipment \$150,000, be awarded. Council Member Whittington moved, seconded by Council Member Beard, to award the lowest bid of Stribling Equipment in the amount of \$150,000. APPENDIX P

**IN THE MATTER OF BID APPROVAL – DUMP TRUCK – 2021-009PW**

The City of Tupelo received bids, by reverse auction, to purchase a dump truck with Bid # 2021-009PW. Three bids were received, and a determination was made to request the award to Truck Worx in the amount of \$124,708.94. This bid was \$708.94 higher than the lowest bid, but the item will be delivered in 90 days instead of 230 days, and is, therefore, determined to be the lowest and best bid. Council Member Whittington moved, seconded by Council Member Davis, to approve the award of Bid 2021-009PW Dump Truck to Truck Worx as the lowest and best bid. The vote was unanimous in favor. APPENDIX Q

#### **IN THE MATTER OF BID APPROVAL 2021-010PW CAPITAL PAVING**

Sealed bids were received by the City for bid # 2021-001PW - Capital Paving. Two bids were received with Murphree Paving being the lowest and best bid in the amount of \$3,653,750. Public Works Director Chuck Williams requested that the Council award this bid to Murphree Paving in the amount of \$3,653,750. Council Member Beard moved, seconded by Council Member Davis, to award the bid to Murphree Paving, as requested. The vote was unanimous in favor. APPENDIX R

#### **IN THE MATTER OF AWARD OF CONTRACT FOR CAPITAL PAVING**

Council Member Lynn Bryan moved, seconded by Council Member Whittington, to award the attached contract for Bid #2021-010PW - Capital Paving, in the amount of \$3,653,750 to Murphree Paving and to give the Mayor and City Clerk the authority to execute the documents. The vote was unanimous in favor. APPENDIX S

#### **IN THE MATTER OF BID APPROVAL – TPD PARKING LOT – 2021-011PW**

Bids were received for Bid # 2021-011PW - Tupelo Police Department Parking Lot. Public Works Director Chuck Williams requested that the bid be awarded to Tri-Lakes Asphalt as the lowest and best bid in the amount of \$134,625. Council Member Davis moved, seconded by Council Member Beard, to approve the bid of \$134,625 to Tri-Lakes Asphalt. The vote was unanimous in favor. APPENDIX T

#### **IN THE MATTER OF AWARD OF CONTRACT FOR TUPELO POLICE DEPARATMENT PARKING LOT**

Council Member Whittington moved, seconded by Council member Jennings, to award the contract for Bid # 2021-011PW - Tupelo Police Department Parking Lot, to Tri-Lakes Asphalt in the amount of \$134,625.00 and to give the Mayor and City Clerk the authority to execute the documents. The vote was unanimous in favor. APPENDIX U

#### **IN THE MATTER OF CVB MINS, APRIL 8, 2021**

Council Member Beard moved, seconded by Council Member Whittington, to accept the minutes of the Convention and Visitor Board of April 8, 2021. The vote was unanimous in favor. APPENDIX V

**IN THE MATTER OF BID AWARD 2021-007WL**

Bids were received by the City of Tupelo for Bid # 2021-007WL - SW Substation to NW Substation 46kV Pole Change-Out. The lowest and best bid was determined to be from Groves Electric Services in the amount of \$740,642.35. Council Member Davis moved, seconded by Council Member Beard, to award the lowest and best bid to Groves Electric Services. The vote was unanimous in favor. APPENDIX W

**IN THE MATTER OF APPROVAL OF CONTRACT WITH T.L. WALLACE CONSTRUCTION, INC. FOR BID 2021-003WL**

Council Member Whittington moved, seconded by Council Member Davis, to approve the contract for Bid # 2021-003WL - Hive Sewer Line to T.L. Wallace Construction, Inc., which was awarded at a previous meeting of the Council. The vote was unanimous in favor. APPENDIX X

**IN THE MATTER OF APPROVAL TO SURPLUS A 2013 FORD F-150 TRUCK**

Johnny Timmons, TWL Director, asked that the Council approve the surplus of a 2013 Ford F-150 VIN # 5351, no longer needed by the City, due to an accident involving the vehicle. Insurance has settled with the City and the vehicle should now be declared surplus and scrapped. Council Member Beard moved, seconded by Council Member Whittington, to approve the surplus of the 2013 Ford F-150 and sell as scrap. The vote was unanimous in favor. APPENDIX Y

**IN THE MATTER OF AN EMERGENCY BATTERY PURCHASE FOR EAST TUPELO SUBSTATION**

TWL Director Johnny Timmons asked the Council to approve the emergency purchase for a new battery system at the East Tupelo Substation. He explained that lightning recently struck and destroyed the battery system, which is currently running off a backup system. The time necessary to acquire a new system by competitive quotes or bids would leave the substation vulnerable to becoming inoperable. Council Member Beard moved, seconded by Council Member Lynn Bryan, to approve the emergency purchase of a new battery system in the amount of \$24,047.00 from Swift Industrial Power. The vote was unanimous in favor. APPENDIX Z

**STUDY AGENDA**

**IN THE MATTER OF DETERMINATION THAT HABITAT FOR HUMANITY IS A SOCIAL AND COMMUNITY SERVICE PROGRAM FOR PURPOSES OF MATCHING GRANT**

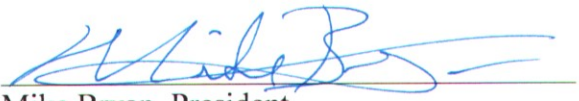
The Council instructed to move the Study Agenda item up to the Routine Agenda. Council member Lynn Bryan moved, seconded by Council Member Beard, to suspend the rules and move the item up for a vote tonight. The vote was unanimous in favor.

Council Member Jennings moved, seconded by Council Member Davis, to approve the Determination that Habitat for Humanity is a Social and Community Service Program and to approve a matching grant in the amount of \$5,000 for the project. The vote was unanimous in favor. APPENDIX AA

### ADJOURNMENT

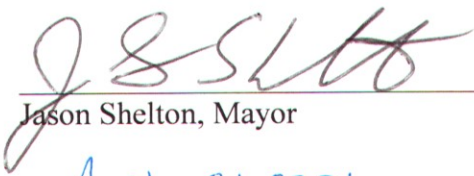
There being no further business to come before the Council at this time, Council Member Jennings moved, seconded by Council Member Whittington, to adjourn the meeting at 6:45 p.m. The vote was unanimous in favor.

This the 20th day of April, 2021.

  
Mike Bryan, President  
City Council

ATTEST:

  
Missy Shelton, Clerk of the Council

  
Jason Shelton, Mayor  
April 21, 2021  
Date





OFFICE OF THE MAYOR

## NATIONAL INFERTILITY AWARENESS WEEK PROCLAMATION

**WHEREAS**, according to the CDC, 1 in 8 couples have trouble getting pregnant or sustaining a pregnancy; and

**WHEREAS**, the World Health Organization and American Medical Association define infertility as a disease; and

**WHEREAS**, infertility affects women and men equally and does not discriminate based on race, religion, sexual orientation, marital status or socioeconomic level; and

**WHEREAS**, the LGBTQ community also faces challenges when building their families; and

**WHEREAS**, all people challenged in their family building journey should have access to all family building options; and

**WHEREAS**, family building options include adoption and medical treatment, such as in vitro fertilization and third-party reproduction; and

**WHEREAS**, cost and lack of insurance coverage are barriers for many in our city to access the family building option they need; and

**WHEREAS**, raising awareness of infertility and the barriers faced by the family building community is the first step to removing these barriers; and

**WHEREAS**, Tupelo, Mississippi joins RESOLVE: The National Infertility Association, and dedicated volunteers, health care professionals, and members of the infertility and family building community by participating in this promotion;

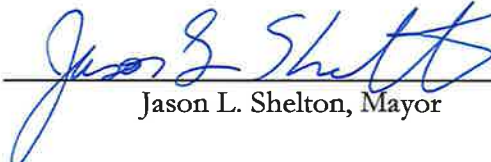
**NOW, THEREFORE, I, MAYOR JASON L. SHELTON**, do hereby proclaim April 18-24, 2021 as

## NATIONAL INFERTILITY AWARENESS WEEK

in the City of Tupelo, and encourage all citizens to join me in observing the week with educational activities that emphasize the importance of family building in our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tupelo, Mississippi to be affixed this the 20<sup>th</sup> day of April 2021.



  
\_\_\_\_\_  
Jason L. Shelton, Mayor

ATTEST:

  
\_\_\_\_\_  
Kim Hanna, City Clerk

CITY OF TUPELO, MISSISSIPPI  
EXECUTIVE ORDER 21-002

I, Jason L. Shelton, Mayor of the city of Tupelo, Mississippi, pursuant to my authority as the executive officer of the City, hereby issues this executive order pursuant to the terms herein stated:

WHEREAS on March 4, 2021 I issued Executive Order 21-001 requiring that all persons having business inside a City of Tupelo municipal building to wear a face covering; and

WHEREAS free vaccines are now available to all persons in the State of Mississippi aged 18 and older; and

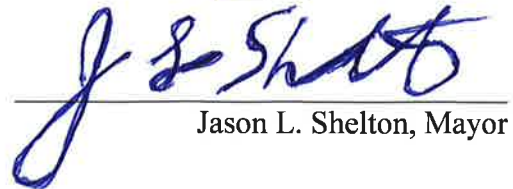
WHEREAS the City of Tupelo has made vaccines available to all City employees and family members at no cost to the employee; and

WHEREAS Mississippi currently has no statewide mask mandate but remains under a State of Emergency due to the ongoing effects of the COVID-19 pandemic.

THEREFORE, pursuant to my executive authority as Mayor of the City of Tupelo, Mississippi, I hereby rescind all previous City of Tupelo Executive Orders pertaining to the COVID-19 pandemic. All persons in the City of Tupelo are encouraged to adhere to the following:

1. Make time to have yourself vaccinated if you are eligible in the State of Mississippi.
2. Continue to wear a face covering before you are fully vaccinated, and when asked to do so by businesses and other members of the public.
3. Continue to be mindful that large social gatherings may still contribute to the spread of COVID-19.
4. Seek the guidance of a licensed physician if you begin to experience symptoms of COVID-19
5. Any statewide mandates pertaining to the COVID-19 pandemic issued by Governor Tate Reeves remain enforceable in the City of Tupelo.
6. The CDC and local health professionals remain the best sources for guidance pertaining to the COVID-19 pandemic.

This the 15<sup>th</sup> day of April 2021.

  
Jason L. Shelton, Mayor

Attest:

  
Kim Hanna, City Clerk and CFO



**CHECK INFORMATION FOR COUNCIL MEETING  
April 20, 2021**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH EFT TWL ADJUSTMENTS</b>	<b>401072-401447 50001039-50001062</b>

**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:** April 20, 2021  
**SUBJECT:** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

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### Request:

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

### ITEMS:

Lee County Courier	\$305	Best of the Best Ads (Mayor & Fire Dept)
Northeast MS Daily Journal	\$450	Dudie's Burger Festival Ad



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Abby Christian, Grant Writer  
**DATE:** April 20, 2021  
**SUBJECT:** IN THE MATTER OF APPROVAL TO SUBMIT 2020 HOT SPOT POLICING APPLICATION AC

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**Request:**

**Agency:** Office of Justice Programs (OJP), Division of Public Safety Planning,

**Grant:** 2020-MU-BX-0053, Edward Byrne Memorial Justice Assistance Grant (JAG)

**City Entity:** Tupelo Police Department, Tupelo City IT

**Match:** 25%; however, a request for match waiver with sufficient justification will be considered. In 2020, a request for a match waiver was granted to the City of Tupelo by the same contracting office/representative.

**Submission Deadline:** 01 May 2021, 5:00 PM ET.

**Total Requested Amount:** Exact figure TBD. Approximately \$20,000.00.

**Overview:** Specifically, these proposed cameras will be provided throughout our community on an as needed basis for high crime areas and other high priority/areas of concern. This will facilitate more digital evidence during investigations and prosecution, and other invaluable information for special projects and awareness.

Overall this is an effective crime reduction and prevention strategy. The program exists to improve social and physical order in selected high crime areas in Mississippi.

**ORDER****AN ORDER AUTHORIZING THE PURCHASE OF TWO TRACTS OF LAND ON ELVIS PRESLEY DRIVE BY CITY OF TUPELO AND ELVIS PRESLEY MEMORIAL FOUNDATION FROM THE COTTAGES AT THE BIRTHPLACE, LLC, AND ACCEPTANCE OF DONATION OF INTEREST FROM ELVIS PRESLEY MEMORIAL FOUNDATION**

**WHEREAS**, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to purchase real property on such terms as it may elect that are consistent with statutory authority; and

**WHEREAS**, in compliance with the provision of Miss. Code Anno. Sec. 43-37-3 (1972 as amended) governing acquisition of real property using public funds, the City of Tupelo has negotiated a contract for the purchase of two tracts of real property from The Cottages at the Birthplace, LLC, said tracts located on Elvis Presley Drive, identified as Parcels 088J-33-076-00 and 088J-33-076-01, depicted on Exhibit "A" attached hereto and legally described in Exhibit "B" attached hereto; and

**WHEREAS**, the City of Tupelo desires said property be acquired for the purpose of adding contiguous property to the Elvis Presley Birthplace and preventing development that might be incompatible to the purposes of this memorial park and tourist attraction; and

**WHEREAS**, the City of Tupelo desires to purchase said property and has obtained an appraisal from Short Appraisal Firm, who found the value of the real property to be \$30,000 per tract; and

**WHEREAS**, the Seller will not sell for less than \$35,000 per lot; and

**WHEREAS**, in recognition of the importance of this real property to the Elvis Presley Birthplace complex, the Elvis Presley Memorial Foundation will pay the difference in the appraised price and the asking price and donate their interest to the city after the sale; and

**WHEREAS**, the Mayor and City Clerk are hereby authorized to execute any and all documents to effectuate this purchase; and

**WHEREAS**, the City Council accepts the donation of the Elvis Presley Memorial Foundation's acquired interest in this property, and will be the sole owner of this property.

**NOW THEREFORE**, it is hereby resolved and ordered by the City Council of Tupelo as follows:

1. The prefatory paragraphs of this Resolution are hereby found and determined to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo by securing necessary interests in real property in the best interests of public health, safety and welfare, i.e. insuring compatible use of lands surrounding the Elvis Presley Birthplace complex.
2. The Mayor and City Clerk are hereby authorized to execute the purchase contract and purchase from The Cottages at the Birthplace, LLC, the real property located on Elvis Presley Drive, identified as Parcels 088J-33-076-00 and 088J-33-076-01, depicted on Exhibit "A" attached hereto and legally described in Exhibit "B" attached hereto, for the amount of Thirty-Five Thousand Dollars (\$60,000.00), with the Elvis Presley Memorial Foundation paying the difference in the appraised price and the asking price and donating its interest to the city after the sale.
3. The City Council accepts the donation of the Elvis Presley Memorial Foundation's acquired interest in this property, and will be the sole owner of this property.

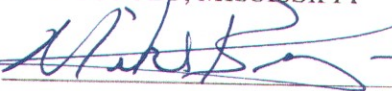
After a full discussion of this matter, Council Member Lynn Bryan moved that the foregoing Order be adopted and said motion was seconded by Council Member Jennings and upon the question being put to a vote, the results were as follows:

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

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

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 20th day of April, 2021.

CITY OF TUPELO, MISSISSIPPI

By:   
 MIKE BRYAN, Council Presi

ATTEST:

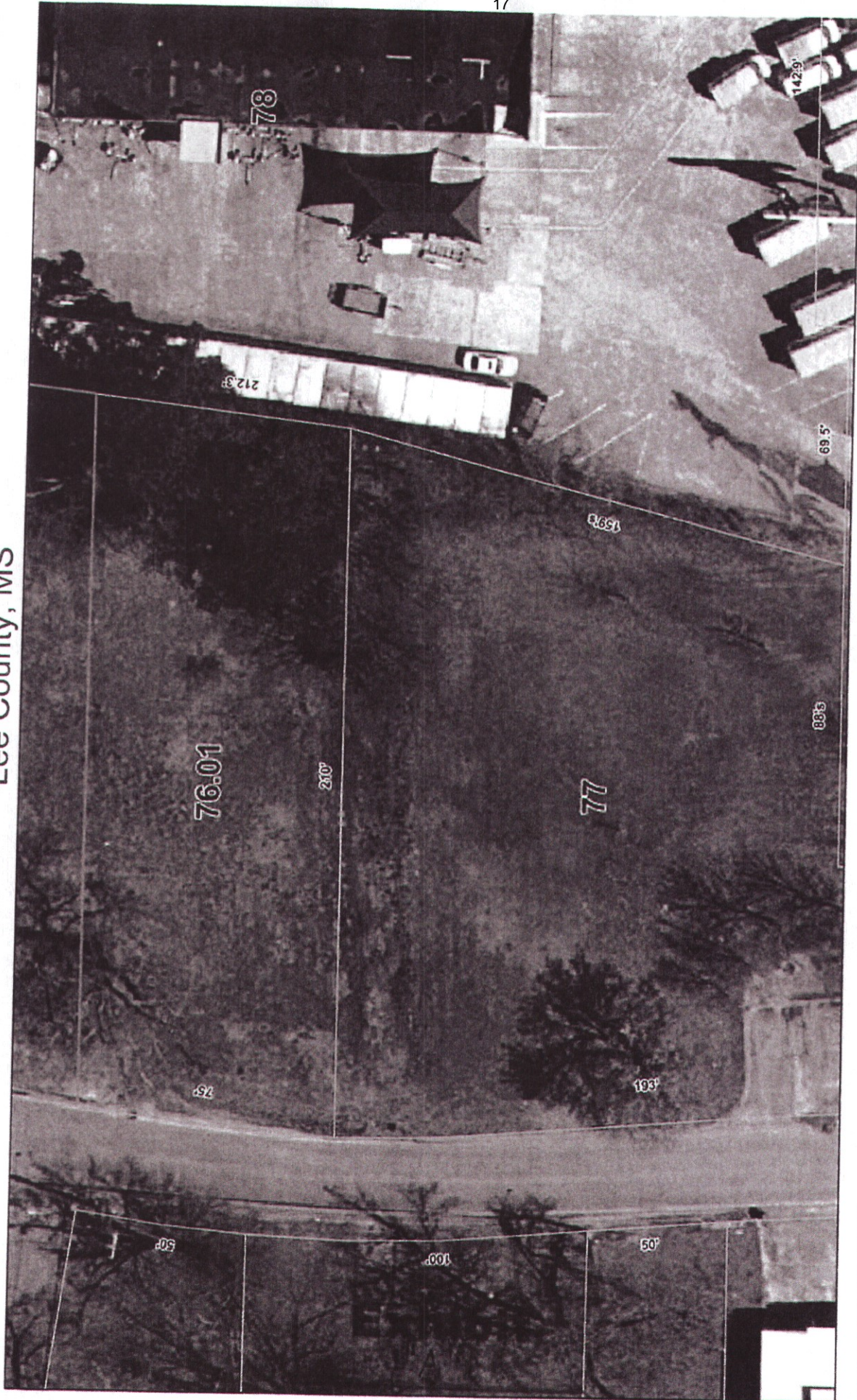
Missy Shelton  
MISSY SHELTON  
Clerk of the Council

APPROVED:

JLSWA  
JASON L. SHELTON, Mayor  
April 20, 2021  
DATE



Lee County, MS

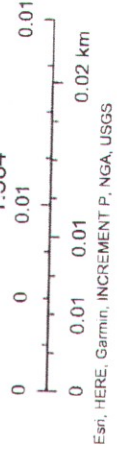


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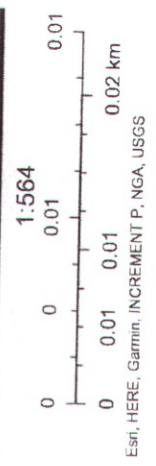
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Lee County, MS



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- Parcels
- LANDHOOK\_LN
- Imagery2019



Filed By: Rmaharrey	Filed: 6/30/2020 2:25 PM	Number: 2020008299	LEE Chancery	Bill Benson	Published: 6/30/2020 2:32 PM
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Prepared by and return to:  
 Reed Hillen, Esq.  
 Hillen, Wicker & Tapscott, P.A.  
 Post Office Drawer 409  
 Tupelo, Mississippi 38802  
 (662) 842-1721

INDEXING INSTRUCTIONS: Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi.

### WARRANTY DEED

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor herein,

**MONA HAMZAH AHMED**  
 102 Serenity Court  
 Brandon, Mississippi 39042  
 Phone: (662) 574-6139

does hereby convey, warrant and deliver to the Grantee,

**THE COTTAGES AT THE BIRTHPLACE, LLC,**  
 a Mississippi limited liability company  
 1854 Legion Lake Road  
 Tupelo, Mississippi 38804  
 Phone: (662) 322-7764

all of her right, title and interest in the following described real properties situated in the City of Tupelo, Lee County, Mississippi, together with any and all improvements located thereon, if any, and more particularly described as follows:

**Exhibit**  
 " B "

APPENDIX F

**TRACT I:** Beginning at the intersection of the North line of the Tupelo and Fulton Public Road as it ran in 1919 with the East line of the East Tupelo – Saltillo Road and run thence North 140 yards; thence South 52 feet, more or less, to the Southwest corner of the tract of land conveyed by J.F. Merchant to Clyde Reese for a POINT OF BEGINNING; thence South 83 feet, more or less, to the North line of the lands conveyed by J.F. Merchant to R.B. and T.L. Seal as shown by deeds recorded in Deed Book 200, Page 473 and Book 222, Page 518; thence East 210 feet; thence North 73 feet, more or less, to the Southeast corner of the Reese lot; thence West 210 feet, more or less, to the POINT OF BEGINNING. Situated in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi. This being the same property as deeded from Mrs. Erlene G. Lemons, *et al* to O.J. Gregory, *et ux* in that certain Quitclaim Deed in Book 910 at Page 813.

**TRACT II:** Commencing at the intersection of the Tupelo and Saltillo Road with the Tupelo and Fulton Pike or Concrete Road, and run North along East side of said Tupelo and Saltillo Road 220 feet for a POINT OF BEGINNING; thence run East 110 feet; thence North 40 feet; thence East 100 feet; thence North 25 feet, thence West 210 feet to the Eastern Boundary of said Tupelo and Saltillo Road; thence South along said road 65 feet to the POINT OF BEGINNING, said lot being in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi;  
 ALSO: Commencing at the intersection of the Tupelo and Saltillo Road with the Tupelo and Fulton Pike or Concrete Road and run North along said Tupelo and Saltillo Road 70 yards, thence East 110 feet for a POINT OF BEGINNING; thence North 50 feet; thence East 100 feet; thence South 50 feet; thence West 100 feet to the POINT OF BEGINNING, being a lot 50 feet North and South and 100 feet East and West in the Southeast corner of the lot conveyed by W.B. Funderburk to J.F. Merchant as shown by Deed Book 143, Page 306 records of Lee County, Mississippi, all in the Northwest Quarter of Section 33, Township 9, Range 6, City of Tupelo, Lee County, Mississippi. This being the same property deeded from Mrs. Ada Jones, *et al* to O.J. Gregory, *et ux* in that certain Warranty Deed in Book 923 at Page 418.

Ad valorem taxes for the year 2020 are to be prorated between the Grantor and Grantee as of this date and assumed thereafter by the Grantee.

WITNESS THE SIGNATURE of the Grantor, this, the 26<sup>th</sup> day of June, 2020.

  
 \_\_\_\_\_  
 MONA HAMZAH AHMED

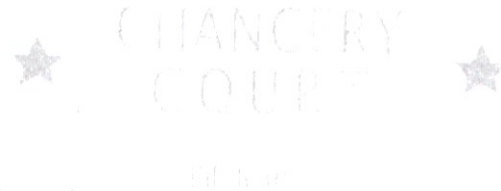
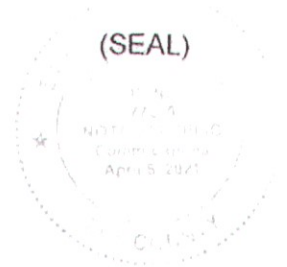
STATE OF MISSISSIPPI  
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, **MONA HAMZAH AHMED**, who acknowledged that she executed and delivered the above and foregoing Warranty Deed on the date and for the purposes therein described.

Given under my hand and seal, this, the 26<sup>th</sup> day of June, 2020.

W. Mark R. Gentry  
NOTARY PUBLIC

My Commission Expires:  
4-6-2021



SHORT APPRAISAL FIRM

city of tupelo  
File No. parcel #76

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: parcel #76

02/15/2021

Borrower : CITY OF TUPELO  
Invoice # : parcel #76  
Order Date :  
Reference/Case # : city of tupelo  
PO Number :

ELVIS PRESLEY DRIVE  
TUPELO, MS, 38804

FEE FOR SERVICES RENDERED	\$	425 00
	\$	
		-----
Invoice Total	\$	425 00
State Sales Tax @	\$	0 00
Deposit	(\$	)
Deposit	(\$	)
		-----
Amount Due	\$	425 00

Terms:

Please Make Check Payable To:

SHORT APPRAISAL FIRM  
P O DRAWER B  
TUPELO, MS

Fed. I.D. #: 20-0205942

THANK YOU FOR YOUR BUSINESS!

**Exhibit**

" C "

SHORT APPRAISAL FIRM

city of Tupelo  
File No. parcel #76

File Number: parcel #76

In accordance with your request, I have appraised the real property at:

ELVIS PRESLEY DRIVE  
TUPELO, MS, 38804

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant.  
The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of February 15, 2021 is:

\$30,000  
Thirty Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,  
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

*Andy Short*  
ANDY SHORT

SHORT APPRAISAL FIRM

city of tupelo  
File No. parcel #76 01

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: parcel #76 01

02/15/2021

Borrower : CITY OF TUPELO  
Invoice # : parcel #76 01  
Order Date :  
Reference/Case # : city of tupelo  
PO Number :

ELVIS PRESLEY DRIVE  
TUPELO, MS, 38804

FEE FOR SERVICES RENDERED	\$	425 00
	\$	-----
Invoice Total	\$	425 00
State Sales Tax @	\$	0.00
Deposit	(\$	)
Deposit	(\$	)
	-----	
Amount Due	\$	425 00

Terms:

Please Make Check Payable To:

SHORT APPRAISAL FIRM  
P O. DRAWER B  
TUPELO, MS

Fed. I.D. #: 20-0205942

**THANK YOU FOR YOUR BUSINESS!**



## SHORT APPRAISAL FIRM

city of tupelo  
File No. parcel #75.01

File Number: parcel #75.01

In accordance with your request, I have appraised the real property at:

ELVIS PRESLEY DRIVE  
TUPELO, MS, 38804The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant.  
The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of February 15, 2021 is:

\$30,000  
Thirty Thousand DollarsThe attached report contains the description, analysis and supportive data for the conclusions,  
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.  
ANDY SHORT

P O DRAWER B, TUPELO, MS 38802 PHONE(662)842-8283/FAX(662)842-4117

**RESOLUTION**

**RESOLUTION MEMORIALIZING AGREEMENT BETWEEN CITY OF TUPELO, MISSISSIPPI, AND LEE COUNTY REGIONAL ECONOMIC DEVELOPMENT ALLIANCE**

**WHEREAS**, on June 6, 2017, the City of Tupelo, Mississippi (City) and Lee County, Mississippi established the Lee County Regional Economic Development Alliance (LCREDA) to develop, but not limited to, The Hive, an industrial and technology park located in West Lee County near the City and wholly or partially within the Tupelo Public School District; and; and

**WHEREAS**, the City has constructed infrastructure for water delivery to the site and is currently constructing wastewater facilities for that purpose; and

**WHEREAS**, the Lee County School District is building its Career Technical Education Center at the Hive and expects to require water and wastewater services in late summer 2021; and

**WHEREAS**, the low volume of water usage by the Career and Technical Education Center will require disproportionate expenses for flushing of lines as opposed to the volume of water usage for a more developed and occupied industrial park; and

**WHEREAS**, LCREDA has agreed to pay flushing fees for water until the Hive is more fully developed; and

**WHEREAS**, the Regional Economic Development Alliance agreement authorizes its members and/or the alliance to share the costs of the project by subsequent agreement.

**NOW, THEREFORE, LET IT BE RESOLVED** by the City Council of the City of Tupelo, Mississippi:

LCREDA will pay reasonable and necessary monthly flushing costs for water until such time as the Hive project's water users consume .4 to .5 MGD and alleviate the need for flushing of the lines.


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

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

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

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 20th day of April, 2021.

CITY OF TUPELO, MISSISSIPPI

By:   
MIKE BRYAN  
City Council President

ATTEST:

  
Missy Shelton, Clerk of the Council

APPROVED:

  
JASON L. SHELTON, Mayor

April 20, 2021  
DATE

**AN ORDER DECLARING THAT THE TEMPORARY CITY-WIDE LEISURE AND RECREATION DISTRICT ESTABLISHED BY ORDINANCE ON APRIL 8, 2020 SHALL CEASE AND REVERT TO THE BOUNDARIES OF THE DOWNTOWN LEISURE AND RECREATION DISTRICT AS ORIGINALLY ADOPTED BY THE CITY OF TUPELO**

**WHEREAS** the City of Tupelo established by ordinance on March 20, 2018 a Leisure and Recreation District to be located in Downtown Tupelo in accordance with Miss. Code Ann. 67-1-101 (1972); and

**WHEREAS** this Leisure and Recreation District (hereinafter “the District”) exists in Article III Chapter 5 of the Code of Ordinances and authorizes restaurants located in the District possessing valid alcoholic beverage permits to allow customers to leave the licensed premises with an open container of alcohol and allow those customers to carry and consume alcoholic beverages while in the designated District; and

**WHEREAS** due to the restrictions placed on restaurants because of the COVID-19 pandemic, the Alcoholic Beverage Commission (“ABC”) temporarily relaxed certain regulations by allowing restaurants that possess alcoholic beverage permits and located in a leisure and recreation district to sell wine and mixed drinks with carryout/curbside/drive-through pickup meals; and

**WHEREAS** because of the harm inflicted by the COVID-19 pandemic on restaurants in the City of Tupelo, the Mayor and City Council adopted a temporary amendment to the Leisure and Recreation District ordinance which expanded the District to encompass the entirety of the city limits of Tupelo and expanded the regular hours of the District to begin every Monday at 10:00 am and to end on Saturday at 11:59 pm; and

**WHEREAS** all restaurants in the City of Tupelo are now allowed to operate at full-capacity and with no restrictions.

**NOW, THEREFOR, BE IT ORDAINED BY THE GOVERNING CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, AS FOLLOWS:**

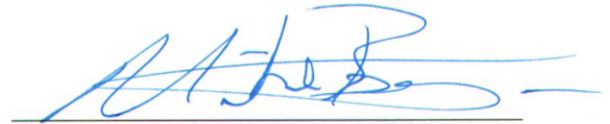
1. The boundaries of the Temporary City-Wide Leisure and Recreation District established by Code of Ordinances Sec. 5-35 (b) on April 8, 2020 shall now cease.
2. The boundaries of the Downtown Leisure and Recreation District as established by Code of Ordinances Sec. 5-36 on March 20, 2018 shall remain in full force and effect.
3. The Days and Times of the Downtown Leisure and Recreation District shall remain as beginning every Monday at 10:00 am until Saturday at 11:59 pm.

After a full discussion of this matter, Council Member Beard moved that the forgoing Order be adopted and said motion was seconded by Council Member Davis and the vote thereupon was as follows:

Council Member Whittington	<u>Aye</u>
Council Member L. Bryan	<u>Aye</u>
Council Member Beard	<u>Aye</u>
Council Member Davis	<u>Aye</u>
Council Member Palmer	<u>Aye</u>
Council Member M. Bryan	<u>Aye</u>
Council Member Jennings	<u>Aye</u>

This motion having received the forging vote of the City Council, the President declared the motion carried and the Order adopted on this, the 20th day of April 2021.

CITY OF TUPELO, MISSISSIPPI



MIKE BRYAN, Council President

ATTEST:

Missy Shelton  
 MISSY SHELTON, Council Clerk

APPROVED



JASON L. SHELTON, Mayor

April 21, 2021  
 DATE

APPROVED 4-20-2021

~~PROJECT NAME, HWY # AND FORM LINE~~  
CITY OF TUPELO, MISSISSIPPI

CHANGE ORDER

Order No.: 1

Date: March 09, 2021

Agreement Date: July 22, 2020

Project: JACKSON STREET IMPROVEMENTS CLAYTON - MADISON

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

Pay Item	Original Quantity	Revised Quantity	Unit Price	Total Change
#12 - Relocation of Fire Hydrant	5 Each	4 Each	\$1,770.00	- \$1,770.00
<b>Add the following Pay Items</b>				
#80 - Removal and Replacement of Fire Hydrant	0 Each	1 Each	\$3,355.00	+ \$3,355.00
#81 - Basin Modification (Add a Branch)	0 Each	4 Each	\$1,191.00	+ \$4,764.00
		Total Deduction		+ \$6,349.00

Justification:

A fire hydrant that was originally planned to be relocated was damaged and needed to be replaced. Also 4 curb inlets could not be constructed as originally planned due to unforeseen utility conflicts. The inlets had to be modified to avoid the existing gas line and water line. The modifications required the addition of Add a Branch fittings and Caps to the basins which had already been fabricated and delivered to the project for use.

ORIGINAL CONTRACT PRICE \$2,704,861.40

CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER: \$2,704,861.40

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$6,349.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$2,711,210.40

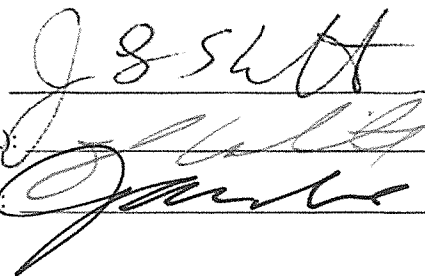
The CONTRACT TIME will be (increased)(decreased) by 0 calendar days.

Approvals required:

Requested by (OWNER):

Recommended by (ENGINEER):

Accepted by (CONTRACTOR):





## Tupelo Major Thoroughfare Program Minutes February 8, 2021

Members present: Chris Hussey, C W Jackson, Stuart Johnson, Ernie Joyner, Charlotte Loden, Jon Milstead, Aletha Mims, Greg Pirkle, Danny Riley, Ted Roach, Drew Robertson, and Wesley Webb

Members not present: Bill Cleveland, Scott Davis, Jamie Osbirn, and Brent Waldrop

Others present: Dennis Bonds, Kim Hanna, Don Lewis, Renee Newton, Johnny Timmons, John White, and Chuck Williams

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the January 11, 2021, Major Thoroughfare Program regular meeting. Wesley Webb made motion to accept minutes. Ernie Joyner seconded the motion. Motion to accept minutes were approved unanimously by Committee.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending January 31, 2021. Beginning cash balance was \$4,992,827. Revenue from Property Tax and Interest Earned was \$777,821. Total Expenditures were \$351,809. Payments included \$8,084 for Personnel Costs; \$35,562 to W Jackson St-Airpark to Coley; and \$308,363 to Jackson St-Clayton to Madison Project. Ending cash balance was \$5,418,839.

Greg Pirkle thank Mrs. Hanna for work on the MTP financial and for a smoothly run Phase VII Election.

Dennis Bonds reviewed updates on the current projects.

### **JACKSON STREET (CLAYTON TO MADISON)**

Contractor is currently working on construction of roadway base, curb and gutter and driveways along this section of roadway. Contractor is working on section from Clayton to Magnolia and plans to start on East side of Gloster laying the storm drain tomorrow (2/9/). Project is approximately 25% complete with approximately 37% of time used. The five pine trees were removed by Public Works. All utilities have been relocated underground and the poles have been removed.

### **W JACKSON ST (AIR PARK TO COLEY)**

Contractor has begun laying drainage pipe and formwork for junction boxes.

Both Jackson Street projects should be finished by end of 2021.



## Tupelo Major Thoroughfare Program Minutes March 8, 2021

Members present: Bill Cleveland, Charlotte Loden, Greg Pirkle, Danny Riley, and Ted Roach

Members not present: Scott Davis, Chris Hussey, C W Jackson, Stuart Johnson, Ernie Joyner, Jon Milstead, Aletha Mims, Drew Robertson, Brent Waldrop, and Wesley Webb

Others present: Dennis Bonds, Kim Hanna, Don Lewis, Renee Newton, Johnny Timmons, and John White

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Approval of February minutes tabled until April meeting due to lack of quorum of Committee Members. Majority of members out due to Spring Break week.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending February 28, 2021. Beginning cash balance was \$5,418,839. Revenue from Property Tax and Interest Earned was \$2,717,126. Total Expenditures were \$629,157. Payments included \$8,056 for Personnel Costs; \$312,887 to W Jackson St-Airpark to Coley; and \$308,213 to Jackson St-Clayton to Madison Project. Ending cash balance was \$7,506,808.

Greg Pirkle thank Mrs. Hanna for work on the MTP financial and for a smoothly run Phase VII Election.

Dennis Bonds reviewed updates on the current projects.

### JACKSON STREET (CLAYTON TO MADISON)

Concrete work is app 75% complete from Clayton to Gloster. Segmental block retaining wall is being constructed at NW corner of Magnolia and Jackson. Pedestrian Bridge Footings formed up at Park. Contractor has begun storm drain, widening, and base work from Robins to Madison.

### W JACKSON ST (AIR PARK TO COLEY)

Contractor expects to finish laying drainage pipe by next week, weather permitting. Widening work will begin soon with installation of dirt work and base material.

### EASON BLVD (S VETERANS TO BRIAR RIDGE)

Plans are complete, still a few ROWs to obtain

### INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace



**MINUTES OF THE  
TUPELO PLANNING COMMITTEE  
April 5, 2021**

**CALL TO ORDER**

Chairperson Ms. Leslie Mart called the meeting to order. Ms. Patti Thompson, Mr. Scott Davis, Mr. Gus Hildenbrand, Ms. Pam Hadley, Mr. Lindsay Leake, Mr. Jimmy Swann, Mr. Bill Smith, and Development Services staff members Pat Falkner and Marilyn Vail were present.

Chairperson Mart asked Mr. Gus Hildenbrand to open with a prayer and Mr. Scott Davis to lead the pledge of allegiance.

**REVIEW OF FEBRUARY 1, 2021 MINUTES**

Chairperson Mart asked the group if they had reviewed the minutes of the last meeting. Ms. Thompson made a motion to approve the minutes as written and Mr. Swann seconded. The motion carried and the minutes were approved.

**REPORT ON COUNCIL ACTIONS**

Mr. Falkner reported that the February actions were approved by the City Council at their February 16 meeting.

**NEW BUSINESS**

**FLEX 21-01.** Application by Mr. Rodney Smith for flexible use approval of a change in a non-conforming use. The request is to replace a building and expand vehicle storage area at an existing wrecker service on South Gloster Street.

Mr. Smith, 2703 South Gloster, appeared and stated that he is taking over the property where his father had been operating a wrecker service, and that he planned to use the property as a maintenance and transfer facility for his business which is moving mobile homes. He said that he submitted plans for a new shop building, and would be removing the existing building once the new facility is complete. He also said that he was constructing a new fence to screen the property from the front and sides.

Mr. Leake asked if the towing service would continue to operate. Mr. Smith stated that his father would operate that business but that he personally would only be transporting mobile homes. He also reported that the city had repaired a water leak on the property which would allow him to move the vehicles now in front of the fence out of sight behind it. No wrecked vehicles would be kept outside the fence.

Ms. Mart asked about landscaping. Mr. Smith said that he was not sure what was shown on the plans but that it would be installed based on those plans. There would be some planting in front of the fence once the ground dries out enough.

No one appeared for the public comments section.

Ms. Mart asked if staff had a recommendation. Mr. Falkner answered that, with actions on non-conforming uses, a major element of the decision is the balancing of the benefits from proposed investment in the property with the potential benefits of eventually losing the non-conforming use. In this location, the proposed investments would be an upgrade for an area that has seen little new development. The staff recommendation would be for approval.

Mr. Davis made a motion to approve the application. Mr. Hildenbrand seconded the motion which was passed with all voting in favor.

### **OLD BUSINESS**

**VAR 20-08** Variance application from CLRS, LLC to allow construction of a building addition to within 5 feet of side property line. The application had been tabled in December.

Mr. Gus Hildenbrand made the motion to bring the application off the table. Mr. Swann seconded and the motion passed.

Ms. Amy Thomas, property manager, spoke for the applicant. She said that the business was outgrowing the building and needed to add space to store equipment and supplies. She reported that they had submitted a survey of the property which showed the location of the gas line across it, with the easement.

Committee members discussed the easement and how it might affect the proposed action. Mr. Falkner suggested that the committee call Mr. Mike Tapscott.

Mr. Tapscott, 1014 Belledeer Drive, appeared, stating that he was legally representing the neighbor, Ms. Corinne Keith, and that he had read the language of the easement. He provided a copy of the easement and pointed out to the committee that the easement ran parallel to the north line of the property (adjacent to Ms. Keith's property), beginning five feet from the property line and being ten feet wide. Mr. Tapscott noted that the easement prohibited construction within that ten foot area, which the proposed addition would encroach into. He noted that the easement was included in the sale of the property to CLRS and was still in effect. Mr. Tapscott added that he had contacted Atmos Gas Company, owner of the easement, and received a letter from the company stating that they would not permit construction in the easement.

Ms. Corinne Keith, 105 Rankin, also appeared to state her opposition to the variance, as did Ms. Joyce Logan, 106 Ranking.

Mr. Hildenbrand stated that the easement prohibited the proposed construction and that the variance could not be granted for that reason. Mr. Scott Davis moved to deny the application. The motion was seconded by Mr. Smith and passed unanimously.

Mr. Falkner explained the appeal option to Ms. Thomas, who stated that the company would not appeal the decision.

**OTHER BUSINESS:** Election of officers

Ms. Mart explained that this is the month when the committee officers terms end, and that according to the by-laws, the Vice President moves into the Chair position and the current Secretary becomes Vice President. The secretary position is to be filled by a new person. Mr. Hildenbrand nominated Pam Hadley as Secretary. Mr. Leake seconded the nomination which was approved unanimously.

Mr. Falkner reported that there was one application in the office for May. Ms. Mart set the next work session for April 26 and the regular meeting for May 3.

The meeting was adjourned on a motion by Mrs. Thompson, seconded by Mr. Hildenbrand.

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI

**REAL ESTATE DEVELOPMENT AGREEMENT**

This Real Estate Development Agreement ("Agreement") is entered this 14 day of April, 2021 ("Effective Date") by and between the City of Tupelo, Mississippi, ("City") by and through its governing authorities, and having an address of 71 East Troy Street, Tupelo, Mississippi 38804 and W.L. Sones Investments LLC ("Developer") Mississippi business entities.

1. **Governing Authority.** This Development Agreement is governed by the City of Tupelo Development Code, effective November 1, 2013, particularly but not limited to Section 12.10 Subdivision and 12.11 Site Plan Review.
2. **Background.** Developer has submitted a preliminary plat for approval, and same has been approved by the Department of Development Services and the City of Tupelo Planning Committee. Before commencing construction the developer and owner, if applicable, must enter into a development agreement with and satisfactory to the Mayor and the City Council relative to all required public and private improvements, payment of fees, required securities, certification of insurance and any conditions placed on approval of the preliminary plat.
3. **General Conditions of Approval.** The City's approval of the preliminary plat and notice to proceed with construction is conditioned upon the following general conditions:
  - a. *Major site plan tenant permits:* Permits for completion of tenant spaces will not be issued until a certificate of compliance is issued for the site and primary building(s) if applicable, unless otherwise provided in this agreement.
  - b. *Major site plan continuing maintenance of private improvements:* The driveways, private streets, parking areas, traffic aisles, fire lanes, loading areas, exterior lighting, signage, internal crosswalks, curb stops, pedestrian facilities, and such other improvements depicted on the approved site plan, shall be considered as binding elements of the project in the same manner as the proposed buildings, landscaping, and other details. The applicant, his successors, assign, and/or subsequent owners and their agents shall be responsible for the continued maintenance of all such private improvements in accordance with the approved site plan.
  - c. *Major subdivision permits:* Permits for construction on individual lots will not be issued until a certificate of compliance is issued for the subdivision improvements as shown on construction plans and the preliminary plat, the plat has been recorded at the Chancery Clerk's office, and parcel numbers and E911 addresses have been received by the Department of Development Services, unless otherwise provided in this agreement.
  - d. *Major subdivision continuing maintenance of private improvements:* The applicant, his successors, assign, and/or subsequent owners and their agent shall be responsible for the continued maintenance of all private streets, common areas, stormwater management facilities, and other improvements not expressly dedicated for public use and maintenance.
4. **Specific Conditions of Approval:** The City's approval of the preliminary plat and notice to proceed with construction is conditioned upon the following special conditions:

Construction of all street, stormwater, and utility improvements shown in the construction plans as approved by the Department of Development Services.

Completion of sidewalk on lot by lot basis, until a building permit is issued on the eighth lot in the development, at which point the sidewalk is to be completed across the entire site.

5. Duration of Development Agreement. This agreement will become void unless developer commences construction within one year of the effective date or obtains a time extension pursuant to City's Development Code Section 12.10.22.

6. Final Plat Acceptance: Upon the completion of the public improvements as set forth in Section 12.10.26 of the Development Code, the City will give final approval to the plat and accept any dedicated public improvements for city maintenance.

7. Warranty Period. Developer warrants any specified public improvements to be dedicated to and accepted by the City's Certificate of Initial Acceptance for a period of one year against any deficiencies in the improvements and agrees to repair same in accordance with 12.10.27 (3) and (4).

8. Council Approval. This Agreement has been approved by the Tupelo City Council on April 20, 2021 and spread upon the minutes reflecting of that date.

So agreed this the 20th day of April, 2021.

**DEVELOPER**



W. L. Jones Investments, LLC

By: Willman Jones, its  
owner / Manager

**CITY OF TUPELO, MISSISSIPPI**



By: **Jason L. Shelton, its Mayor**

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32486

**TUPELO RENTAL PROPERTIES LLC  
OWNER**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 113J0703700  
Address of Violation: 1016 CHICKASAW TRL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 20, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20 day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30570

**AHMED MONA HAMZAH  
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 hearing to AHMED MONA HAMZAH (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: AHMED MONA HAMZAH  
Address of Owner: 102 SERENITY CT, BRANDON, MS 39042,  
Parcel Number: 088J3301400  
Address of Violation: 105 ELVIS PRESLEY DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 21, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.


6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:   
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32140

DAVIDSON STEPHANIE  
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 hearing to DAVIDSON STEPHANIE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DAVIDSON STEPHANIE  
Address of Owner: 4360 SOUTHERN AVE SE, WASHINGTON, DC 20019,  
Parcel Number: 077M3605701  
Address of Violation: 1100 CHAPMAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on September 15, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
Jason L. Shelton  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30845

**BRATTON JIMMIE & LUCILLE S  
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 hearing to BRATTON JIMMIE & LUCILLE S (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: BRATTON JIMMIE & LUCILLE S  
Address of Owner: 3995 NORTH GLOSTER, SALTILLO, MS 38866,  
Parcel Number: 077R3612400  
Address of Violation: 120 LAWDALE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 8, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1 500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32421

BRATTON JIMMIE & LUCILLE S  
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 hearing to BRATTON JIMMIE & LUCILLE S (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: BRATTON JIMMIE & LUCILLE S  
Address of Owner: 3995 NORTH GLOSTER, SALTILLO, MS 38866,  
Parcel Number: 077R3612400  
Address of Violation: 120 LAWNDALE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 6, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32240

LIEBLING LUCILLE M ESTATE  
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 hearing to LIEBLING LUCILLE M ESTATE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: LIEBLING LUCILLE M ESTATE  
Address of Owner: 6111 HWY 50 E, STEENS, MS 39766,  
Parcel Number: 077D2515700  
Address of Violation: 1208 EUGENE ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 15, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
Jason L. Shelton  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32103

**TUPELO RENTAL PROPERTIES LLC  
OWNER**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 077Q3608400  
Address of Violation: 121 S HIGHLAND DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

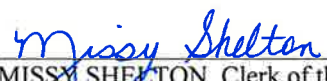
WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30659

CHUNN COREY  
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 hearing to CHUNN COREY (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: CHUNN COREY  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 077R3608200  
Address of Violation: 1226 BOGGAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30318

FUENTES JESUS O  
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 hearing to FUENTES JESUS O (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: FUENTES JESUS O  
Address of Owner: 123 INDUSTRIAL S, TUPELO, MS 38801,  
Parcel Number: 089N3100601  
Address of Violation: 123 S INDUSTRIAL RD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **May 19, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

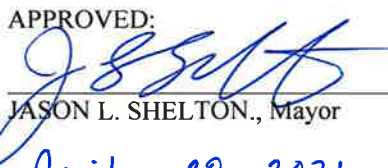
WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30587

**FUENTES JESUS O  
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 hearing to FUENTES JESUS O (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: FUENTES JESUS O  
Address of Owner: 123 INDUSTRIAL S, TUPELO, MS 38801,  
Parcel Number: 089N3100601  
Address of Violation: 123 S INDUSTRIAL RD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32082

MOORE RICHARD G & JENNIFER  
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 hearing to MOORE RICHARD G & JENNIFER (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MOORE RICHARD G & JENNIFER  
Address of Owner: 709 SHILOH RD, MANTACHIE, MS 38855,  
Parcel Number: 088N3310200  
Address of Violation: 1243 HANKINS ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30889

**BERRY LESLEY ADAMS  
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 hearing to BERRY LESLEY ADAMS (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: BERRY LESLEY ADAMS  
Address of Owner: 712 GEORGE AVE, TUPELO, MS 38801,  
Parcel Number: 077G2518700  
Address of Violation: 1300 LEONARD DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30894

**DAVID BROWN 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 hearing to DAVID BROWN LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: DAVID BROWN LLC  
Address of Owner: 19483 E TUFTS CIR, CENNTENAIL, CO 80015,  
Parcel Number: 077C2507400  
Address of Violation: 1304 LUMPKIN AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30488

**BOYD DENNIS W  
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 hearing to BOYD DENNIS W (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: BOYD DENNIS W  
Address of Owner: 1389 ORLEANS PL, TUPELO, MS 38801,  
Parcel Number: 077Q3608100  
Address of Violation: 1400 CENTRAL AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

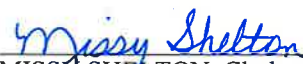
WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30434

SWINEA JAMES (LUCILLE)  
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 hearing to SWINEA JAMES (LUCILLE) (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SWINEA JAMES (LUCILLE)  
Address of Owner: 421 RD 830, PLANTERSVILLE, MS 38862,  
Parcel Number: 077Q3612400  
Address of Violation: 1502 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

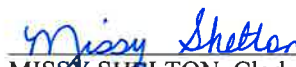
6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:   
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32108

SWINEA JAMES (LUCILLE)  
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 hearing to SWINEA JAMES (LUCILLE) (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SWINEA JAMES (LUCILLE)  
Address of Owner: 421 RD 830, PLANTERSVILLE, MS 38862,  
Parcel Number: 077Q3612400  
Address of Violation: 1502 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
Jason L. Shelton  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32105

**BELLAMARE DEVELOPMENT 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 hearing to BELLAMARE DEVELOPMENT LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: BELLAMARE DEVELOPMENT LLC  
Address of Owner: 28 EASTBROOKE CIRCLE, MADISON, MS 39110,  
Parcel Number: 077Q3616500  
Address of Violation: 1507 W MAIN ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED: 

JASON L. SHELTON, Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32068

WENSLEY COLLEEN M  
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 hearing to WENSLEY COLLEEN M (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WENSLEY COLLEEN M  
Address of Owner: POST OFFICE BOX 6474, CONCORD, CA 94524-1474,  
Parcel Number: 088N3305700  
Address of Violation: 151 CANAL ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED: Jason L. Shelton  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30446

RENICK DAVID M  
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 hearing to RENICK DAVID M (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: RENICK DAVID M  
Address of Owner: 2000 BALLARDSVILLE RD, FULTON, MS 38843,  
Parcel Number: 077Q3611300  
Address of Violation: 1523 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

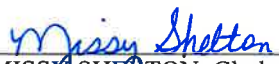
6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30407

**MARTIN MATTHEW & AUSTIN  
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 hearing to MARTIN MATTHEW & AUSTIN (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MARTIN MATTHEW & AUSTIN  
Address of Owner: 6731 CABIN CREEK DR, COLORADO SPRINGS, CO 80923,  
Parcel Number: 077Q3615400  
Address of Violation: 1524 CENTRAL AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30454

WEA INVESTMENTS 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 hearing to WEA INVESTMENTS LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WEA INVESTMENTS LLC  
Address of Owner: POST OFFICE BOX 87, RED BANKS, MS 38661,  
Parcel Number: 077Q3615300  
Address of Violation: 1527 CENTRAL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30458

ROBINSON JOHN  
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 hearing to ROBINSON JOHN (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: ROBINSON JOHN  
Address of Owner: 1528 REED ST, TUPELO, MS 38801,  
Parcel Number: 077Q3611700  
Address of Violation: 1528 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
Jason L. Shelton  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32114

ROBINSON JOHN  
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 hearing to ROBINSON JOHN (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: ROBINSON JOHN  
Address of Owner: 1528 REED ST, TUPELO, MS 38801,  
Parcel Number: 077Q3611700  
Address of Violation: 1528 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30962

**WD PROPERTIES LLC  
OWNER**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WD PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner:           WD PROPERTIES LLC  
Address of Owner:        P O BOX 3171, TUPELO, MS 38803,  
Parcel Number:           077K3500140  
Address of Violation:    1841 W JACKSON ST UNIT A & B

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30956

WD PROPERTIES LLC OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WD PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WD PROPERTIES LLC
Address of Owner: P O BOX 3171, TUPELO, MS 38803,
Parcel Number: 077K3500141
Address of Violation: 1843 W JACKSON ST UNIT A & B

2. The hearing was held before the Mayor and City Council of the City of Tupelo on September 1, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: [Signature] MIKE BRYAN, City Council President

ATTEST:

[Signature] MISSY SHELTON, Clerk of the Council

APPROVED: [Signature] JASON L. SHELTON, Mayor
Date April 20, 2021

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30955

WD PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WD PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WD PROPERTIES LLC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 077K3500142  
Address of Violation: 1845 W JACKSON ST UNIT A & B

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30364

HILARIO OSCAR  
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 hearing to HILARIO OSCAR (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: HILARIO OSCAR  
Address of Owner: 168 MOUNTAIN LEADER TRAIL, SALTILLO, MS 38866,  
Parcel Number: 077Q3621900  
Address of Violation: 202 ENOCH AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
J. L. Shelton  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30702

HARGROVE SKYLAR ESTATE  
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 hearing to HARGROVE SKYLAR ESTATE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: HARGROVE SKYLAR ESTATE  
Address of Owner: 5560 PAGE BLVD, ST LOUIS, MO 63112,  
Parcel Number: 089F3031600  
Address of Violation: 204 E BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
J L Shelton  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30606

TUPELO RENTAL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 077P3507100  
Address of Violation: 207 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
Jason L. Shelton  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30425

**PHILLIPS KIRK  
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 hearing to PHILLIPS KIRK (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: PHILLIPS KIRK  
Address of Owner: 293 COTTON GIN LANE, SALTILLO, MS 38866,  
Parcel Number: 077Q3629900  
Address of Violation: 210 MONUMENT DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:

  
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30465

HOLMES JAMES ROBERT III  
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 hearing to HOLMES JAMES ROBERT III (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: HOLMES JAMES ROBERT III  
Address of Owner: 2180 CRABAPPLE DRIVE, TUPELO, MS 38801,  
Parcel Number: 077K3521100  
Address of Violation: 2180 CRABAPPLE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30884

**MOSBY TERESA R  
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 hearing to MOSBY TERESA R (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: MOSBY TERESA R  
Address of Owner: 303 E JACKSON ST, TUPELO, MS 38804,  
Parcel Number: 089F3030600  
Address of Violation: 222 W BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:

  
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

Date

April 20, 2021

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30797

**HEMLOCK HILL PROPERTIES LLC  
OWNER**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to HEMLOCK HILL PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: HEMLOCK HILL PROPERTIES LLC  
Address of Owner: PO BOX 1772, BURLESON, TX 76097,  
Parcel Number: 101B0207600  
Address of Violation: 2310 LAFAYETTE ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30892

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 hearing to TTLBL LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TTLBL LLC  
 Address of Owner: 4747 EXECUTIVE DR STE 510, SAN DIEGO, CA 92121,  
 Parcel Number: 077P3500600  
 Address of Violation: 2411 DANNY ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

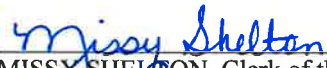
6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
 MIKE BRYAN, City Council President

ATTEST:

  
 MISSY SHELTON, Clerk of the Council

APPROVED:

  
 JASON L. SHELTON., Mayor

April 20, 2021  
 Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30766

**TUPELO RENTAL PROPERTIES LLC  
OWNER**

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 101A0213500  
Address of Violation: 2500 HAMPTON AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32321

TUPELO RENTAL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 101A0213500  
Address of Violation: 2500 HAMPTON AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on October 6, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30502

**BARKERS VILLAGE INC  
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 hearing to BARKERS VILLAGE INC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: BARKERS VILLAGE INC  
Address of Owner: PO BOX 52427, ATLANTA, GA 30355,  
Parcel Number: 077N3502508  
Address of Violation: 2615 W MAIN ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

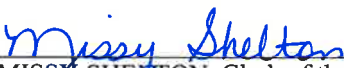
WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30438

**TRUSTMARK NATIONAL BANK  
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 hearing to TRUSTMARK NATIONAL BANK (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TRUSTMARK NATIONAL BANK  
Address of Owner: THE DAY CENTER, 201 COUNTRY PLACE PARKWAY, SUITE B,  
Parcel Number: 106S1403401  
Address of Violation: 3009 SOUTHERN HEIGHTS RD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30393

**RICHARDSON MEGAN  
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 hearing to RICHARDSON MEGAN (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: RICHARDSON MEGAN  
Address of Owner: P O BOX 87, RED BANKS, MS 38661,  
Parcel Number: 105D1503500  
Address of Violation: 3064 MOORE AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021\*, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

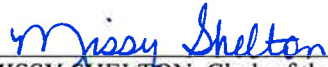
6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30437

**FAULKNER LLOYD  
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 hearing to FAULKNER LLOYD (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: FAULKNER LLOYD  
Address of Owner: P O BOX 100, HOUSTON, MS 38851,  
Parcel Number: 088N3304700  
Address of Violation: 335 CANAL ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020** following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

J. Shelton  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32085

**WHITE ROBERT & SUE  
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 hearing to WHITE ROBERT & SUE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WHITE ROBERT & SUE  
Address of Owner: 339 SOUTH CANAL ST, TUPELO, MS 38804,  
Parcel Number: 088N3304401  
Address of Violation: 339 CANAL ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.


6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:   
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32260

TUPELO RENTAL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 075R2205600  
Address of Violation: 3575 LANSDOWNE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 15, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30815

**CHUNN COREY  
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 hearing to CHUNN COREY (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: CHUNN COREY  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 088P3306600  
Address of Violation: 401 RUTLAND

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30389

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 hearing to TTLBL LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TTLBL LLC  
 Address of Owner: 4747 EXECUTIVE DR STE 510, SAN DIEGO, CA 92121,  
 Parcel Number: 101B0213200  
 Address of Violation: 414 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
 MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
 MISSY SHELTON, Clerk of the Council

APPROVED:

Jason L. Shelton  
 JASON L. SHELTON., Mayor

April 20, 2021  
 Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30788

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 hearing to TTLBL LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: TTLBL LLC  
 Address of Owner: 4747 EXECUTIVE DR STE 510, SAN DIEGO, CA 92121,  
 Parcel Number: 101B0213200  
 Address of Violation: 414 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

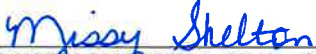
6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
 MIKE BRYAN, City Council President

ATTEST:

  
 MISSY SHELTON, Clerk of the Council

APPROVED:

  
 JASON L. SHELTON., Mayor

April 20, 2021  
 Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30787

NEWSOME FELICIA & COURTNEY  
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 hearing to NEWSOME FELICIA & COURTNEY (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: NEWSOME FELICIA & COURTNEY  
Address of Owner: 418 LAKEVIEW ST, TUPELO, MS 38801-4605,  
Parcel Number: 101B0213000  
Address of Violation: 418 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

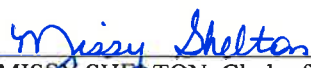
6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30366

**WEST RUBLE LADON & MARIE  
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 hearing to WEST RUBLE LADON & MARIE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WEST RUBLE LADON & MARIE  
Address of Owner: 502 AUGUSTA, TUPELO, MS 38801,  
Parcel Number: 077P3508500  
Address of Violation: 502 AUGUSTA ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021\*, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

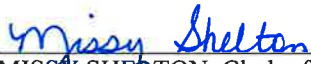
WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30792

**WEST RUBLE LADON & MARIE  
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 hearing to WEST RUBLE LADON & MARIE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: WEST RUBLE LADON & MARIE  
Address of Owner: 502 AUGUSTA, TUPELO, MS 38801,  
Parcel Number: 077P3508500  
Address of Violation: 502 AUGUSTA ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020** following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30828

**ROBINSON ANGELA  
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 hearing to ROBINSON ANGELA (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: ROBINSON ANGELA  
Address of Owner: 146 12TH STREET, RICHMOND, CA 94801,  
Parcel Number: 089F3005000  
Address of Violation: 517 W BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 18, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

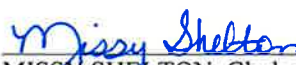
WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:

  
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30648

**GREEN PARISH AND STANLEY  
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 hearing to GREEN PARISH AND STANLEY (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: GREEN PARISH AND STANLEY  
Address of Owner: 764 ROSEGATE DR, GASTONIA, NC 28056,  
Parcel Number: 089F3012400  
Address of Violation: 519 N CHURCH ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:

  
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

Date

April 20, 2021

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30909

STONE BARBARA ANN (DECEASED)  
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 hearing to STONE BARBARA ANN (DECEASED) (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: STONE BARBARA ANN (DECEASED)  
Address of Owner: 527 BARNES STREET, TUPELO, MS 38804,  
Parcel Number: 089F3005400  
Address of Violation: 527 W BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: Mike Bryan  
MIKE BRYAN, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
Jason L. Shelton  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30910

SPENCER WILLIAM ESTATE  
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 hearing to SPENCER WILLIAM ESTATE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SPENCER WILLIAM ESTATE  
Address of Owner: 3870 INNSBROOK DR, MEMPHIS, TN 38115,  
Parcel Number: 089F3002700  
Address of Violation: 528 W BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.


6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30484

JEFFERSON SAM & ROSIE  
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 hearing to JEFFERSON SAM & ROSIE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: JEFFERSON SAM & ROSIE  
Address of Owner: 7601 SOUTH EAST END, CHICAGO, IL 60649,  
Parcel Number: 089F3005900  
Address of Violation: 528 WALKER ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 7, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30625

CANNON MARK  
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 hearing to CANNON MARK (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: CANNON MARK  
Address of Owner: C/O ROSIE DOUGLAS, 901 MERCER ST,  
Parcel Number: 089F3021000  
Address of Violation: 591 N SPRING ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 21, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON, Mayor

20 April 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30414

SHANNON JOHN T SR 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 hearing to SHANNON JOHN T SR (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SHANNON JOHN T SR
Address of Owner: 411 E MARTIN LUTHER KING DR, UNION CITY, TN 38261,
Parcel Number: 089F3021800
Address of Violation: 600 N SPRING ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on June 16, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: [Signature] MIKE BRYAN, City Council President

ATTEST:

[Signature] MISSY SHELTON, Clerk of the Council

APPROVED: [Signature] JASON L. SHELTON., Mayor
Date April 20, 2021

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30880

INA GROUP 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 hearing to INA GROUP LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: INA GROUP LLC  
Address of Owner: 6333 APPLES WAY STE 115, LINCOLN, NE 68516,  
Parcel Number: 089F3021900  
Address of Violation: 608 N SPRING ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:  
  
JASON L. SHELTON., Mayor  
April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30640

**JOHNSON ANTOINETTA  
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 hearing to JOHNSON ANTOINETTA (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: JOHNSON ANTOINETTA  
Address of Owner: 376 ROAD 1, TUPELO, MS 38804,  
Parcel Number: 089F3008400  
Address of Violation: 638 N CHURCH ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

Date

April 20, 2021

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30499

CHUNN COREY  
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 hearing to CHUNN COREY (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: CHUNN COREY  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 112A0413900  
Address of Violation: 705 HILL-N-DALE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.


6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30421

**PAYNE THOMAS JR  
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 hearing to PAYNE THOMAS JR (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: PAYNE THOMAS JR  
Address of Owner: 113 WAYSIDE, TUPELO, MS 38804,  
Parcel Number: 077F2617900  
Address of Violation: 709 LAR-ELI-DO DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

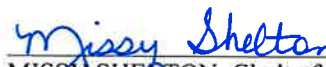
6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30999

**PAYNE THOMAS JR  
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 hearing to PAYNE THOMAS JR (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: PAYNE THOMAS JR  
Address of Owner: 113 WAYSIDE, TUPELO, MS 38804,  
Parcel Number: 077F2617900  
Address of Violation: 709 LAR-ELI-DO DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32038

**SCOTT SANDRA J  
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 hearing to SCOTT SANDRA J (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SCOTT SANDRA J  
Address of Owner: 386 ROAD 1600, BELDEN, MS 38826,  
Parcel Number: 089J3121200  
Address of Violation: 905 ALLEN ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

Date

April 20, 2021

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30380

**GRAY PEGGY J  
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 hearing to GRAY PEGGY J (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: GRAY PEGGY J  
Address of Owner: 1021 NOBLE ST SUITE 212, ANNISTON, AL 36201,  
Parcel Number: 101D0113000  
Address of Violation: 912 TYLER DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.


6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30568

**AHMED MONA HAMZAH  
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 hearing to AHMED MONA HAMZAH (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: AHMED MONA HAMZAH  
Address of Owner: 102 SERENITY CT, BRANDON, MS 39042,  
Parcel Number: 088J3301500  
Address of Violation: ELVIS PRESLEY DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: 

MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30571

**AHMED MONA HAMZAH  
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 hearing to AHMED MONA HAMZAH (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: AHMED MONA HAMZAH  
Address of Owner: 102 SERENITY CT, BRANDON, MS 39042,  
Parcel Number: 088J3307601  
Address of Violation: ELVIS PRESLEY DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.


6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30573

**AHMED MONA HAMZAH  
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 hearing to AHMED MONA HAMZAH (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: AHMED MONA HAMZAH  
Address of Owner: 102 SERENITY CT, BRANDON, MS 39042,  
Parcel Number: 088J3307600  
Address of Violation: ELVIS PRESLEY DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 21, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

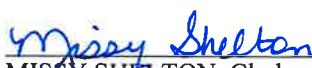
6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

April 20, 2021  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32329

**THE SOUTHERN GROUP OF MS INC  
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 hearing to THE SOUTHERN GROUP OF MS INC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: THE SOUTHERN GROUP OF MS INC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 075G1509400  
Address of Violation: GRACE LN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 6, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.


6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

Date

April 20, 2021

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32333

**THE SOUTHERN GROUP OF MS INC  
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 hearing to THE SOUTHERN GROUP OF MS INC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: THE SOUTHERN GROUP OF MS INC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 075G1509500  
Address of Violation: GRACE LN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 6, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

Date

April 20, 2021



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32335

**THE SOUTHERN GROUP OF MS INC  
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 hearing to THE SOUTHERN GROUP OF MS INC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: THE SOUTHERN GROUP OF MS INC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 075G1509300  
Address of Violation: GRACE LN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 6, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:   
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED

  
JASON L. SHELTON., Mayor

Date

April 20, 2021

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30883

ST JAMES MASONIC LODGE #81  
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 hearing to ST JAMES MASONIC LODGE #81 (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: ST JAMES MASONIC LODGE #81  
Address of Owner: P O BOX 8, TUPELO, MS 38802,  
Parcel Number: 089F3023500  
Address of Violation: MCWILLIAMS ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of April, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY:

  
MIKE BRYAN, City Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
JASON L. SHELTON., Mayor

Date

April 20, 2021

Preliminary Lot Mowing Report for April 20, 2021

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 32829	077F2611100	1403 BRISTOW DR	SHAW RICHARD RUSSELL	1403 W BRISTOW	TUPELO, MS 38801	JLS
2. 32830	077F2601200	1410 BRISTOW DR	IWUEKE CHIKA	1410 W BRISTOW DR	TUPELO, MS 38801	JLS
3. 32842	089K3111700	414 N GREEN ST	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	SB
4. 32843	089K3104100	420 N GREEN ST	SHELLY JAMES L & LINDA J	420 N GREEN ST	TUPELO, MS 38804	SB
5. 32844	089K3104000	421 N GREEN ST	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	SB
6. 32845	089K3104500	430 N GREEN ST	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	SB
7. 32846	089K3103800	431 N GREEN ST UNIT A & B	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	SB
8. 32847	089F3022600	647 N SPRING ST	FARR MILDRED BURNETTE LANGSTON	647 N SPRING	TUPELO, MS 38804	SB
9. 32851	089K3111900	411 N GREEN ST UNIT A-C	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	SB



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Bart Aguirre, Chief  
**DATE:** April 12, 2021  
**SUBJECT:** IN THE MATTER OF SURPLUSING A PATROL VEHICLE **BA**

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### **Request:**

Please accept this letter of request to surplus a 2009 Ford Crown Victory Police Vehicle, VIN#2FAHP71V89X121400 asset #14611, for transfer to the Tupelo Airport Authority. The Airport Authority has requested a vehicle for their daily patrols of their property. This vehicle has approximately 200,000 plus miles and is no longer being used by the Tupelo Police Department.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, Director – Public Works  
**DATE** 04/09/2021  
**SUBJECT:** IN THE MATTER OF BID APPROVAL – BULLDOZER – 2021-008PW - CW

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### Request:

Request for Bid Approval to purchase a 2021 John Deere 650K Bulldozer Bid 2021-008PW

Two bidders responded –

Stribling Equipment \$150,000

Thompson Machinery \$150,800

We recommend that the bid be awarded to lowest and best bid - Stribling Equipment

# City of Tupelo

## Bulldozer Bid



Lot Start Date / Time Mar 31, 2021 11:00 AM US/Central  
 Lot End Date / Time Mar 31, 2021 11:36 AM US/Central  
 Lot Duration 00:36 [hh:mm]

### Item Name Bulldozer Unit (per specs)

Company	Bid Amount	Bidding Date / Time
Stribling Equipment Co. LLC.	\$ 150,000.00 USD	Mar 31, 2021 11:31:14 AM US/Central
Thompson Machinery	\$ 150,800.00 USD	Mar 31, 2021 11:29:42 AM US/Central
Stribling Equipment Co. LLC.	\$ 151,000.00 USD	Mar 31, 2021 11:21:09 AM US/Central
Stribling Equipment Co. LLC.	\$ 152,000.00 USD	Mar 31, 2021 11:21:02 AM US/Central
Stribling Equipment Co. LLC.	\$ 153,000.00 USD	Mar 31, 2021 11:20:54 AM US/Central
Stribling Equipment Co. LLC.	\$ 154,000.00 USD	Mar 31, 2021 11:20:41 AM US/Central
Stribling Equipment Co. LLC.	\$ 155,000.00 USD	Mar 31, 2021 11:17:27 AM US/Central
Stribling Equipment Co. LLC.	\$ 156,000.00 USD	Mar 31, 2021 11:15:43 AM US/Central
Stribling Equipment Co. LLC.	\$ 157,000.00 USD	Mar 31, 2021 11:15:32 AM US/Central
Stribling Equipment Co. LLC.	\$ 158,000.00 USD	Mar 31, 2021 11:15:22 AM US/Central
Stribling Equipment Co. LLC.	\$ 159,000.00 USD	Mar 31, 2021 11:13:19 AM US/Central
Stribling Equipment Co. LLC.	\$ 161,000.00 USD	Mar 31, 2021 11:13:10 AM US/Central
Stribling Equipment Co. LLC.	\$ 162,000.00 USD	Mar 31, 2021 11:13:04 AM US/Central
Stribling Equipment Co. LLC.	\$ 163,000.00 USD	Mar 31, 2021 11:11:06 AM US/Central
Stribling Equipment Co. LLC.	\$ 164,000.00 USD	Mar 31, 2021 11:06:14 AM US/Central
Stribling Equipment Co. LLC.	\$ 165,612.93 USD	Mar 31, 2021 11:04:20 AM US/Central
Thompson Machinery	\$ 151,666.22 USD	Mar 31, 2021 11:02:34 AM US/Central

### Item Name Bulldozer Delivery Time - In Days Only

Company	Bid Amount	Bidding Date / Time
Stribling Equipment Co. LLC.	60 Days	Mar 31, 2021 11:28:07 AM US/Central
Stribling Equipment Co. LLC.	3 Days	Mar 31, 2021 11:04:20 AM US/Central
Thompson Machinery	30 Days	Mar 31, 2021 11:02:34 AM US/Central



## **Bulldozer Reverse Auction Bid # 2021-008PW**

### **UN-PRICED PROPOSAL & REVERSE AUCTION INSTRUCTIONS**

- 1.) View and Download Complete Bid Package from [www.tupelomsbids.com](http://www.tupelomsbids.com). (Vendors must register for a free account and log-in to download bid documents.
- 2.) Fill out the "Bulldozer- Specification Response Form" and the Vendor Agreement that can be found in the bid package.
- 3.) Once you have filled out the specification response form and the Vendor Agreement, you may upload them through [www.tupelomsbids.com](http://www.tupelomsbids.com), along with your unpriced proposal, and any brochures or other information that you would like to be considered for review. **Responses should be submitted no later than 2:00 p.m. on Thursday, March 25, 2021.**

Un-Priced Specification Response submissions and other submitted documents will be evaluated, and vendors meeting the required specifications will be invited to participate in the Electronic Reverse Auction process on **Wednesday, March 31, 2021 at 11:00 a.m.**

#### **IF APPROVED FOR PARTICIPATION IN REVERSE AUCTION**

If your company is approved to participate in the reverse auction process, you will be emailed detailed instructions regarding the reverse auction process. Pricing will only be accepted through the reverse auction process from vendors that are approved to participate in the reverse auction. Paper bids will not be considered.

For any questions regarding the reverse auction process, un-priced proposal submissions or website/bid document access, please contact Cory Dewett with PH Bidding at 662-407-0193.

**Unpriced Proposals & Response Forms Due:** March 25, 2021 at 2:00 p.m.

**Reverse Auction Date:** March 31, 2021 at 11:00 a.m.



## Reverse Auction Event Platform Agreement

### INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

**This Agreement contains provisions for an administrative fee, discussed in Section 15.**

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities. PH Bidding Group is located at:

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804

### TERMS OF USE

#### Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only

Instructions for completing this document can be found after the signatory page, located on Page 8. If you have difficulty in completing this document, email us at [cory@phbidding.com](mailto:cory@phbidding.com) or call us direct at 662.407.0193.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives and assigns agree to the following terms, statements and conditions:



## Definitions:

“**PH Bidding Group**” shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods, or information.

“**You**”, “**Supplier**” or “**Suppliers**” shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group’ Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

“**Buyer**” shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

“**Reverse Auction Event Platform**” shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/>, which is used by various Buyers to procure services, goods or information.

1 – All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.

2 – PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.

3 – You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients’ creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients’ failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.

4 – This agreement shall be good for a one time use of PH Bidding Group’s reverse auction strategic procurement solution. **Only through acceptance of this agreement are you permitted to utilize the bidding platform.** In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.

5 – PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to

accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

6 – It shall be the supplier's responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.

7 – It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event. Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

8 – It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.

9 – Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

10 – Supplier agrees that he has no right to transfer this one-time use license.

11 – Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.

12 – Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.

13 – Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.

14 – Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.

15 – An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group. **Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:**

**4% of the total contract price, including all service agreements, extended warranties and equipment.**

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 30 calendar days of payment by the Buyer to the winning vendor for equipment, materials or other items. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids.

Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications or aftermarket equipment.

16 – By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which

results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.

17 – Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.

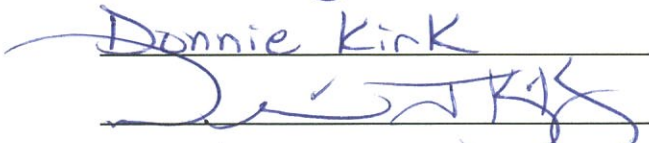
18 – PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group’s alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.

19 – This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of perjury, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company or Individual represented: Stribling Eq. Co. LLC

Authorized Signatory (Printed Name): Donnie Kirk

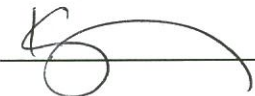
Signature: 

Title of Authorized Signatory: Territory Sales Manager

Date: 3/4/21

**Billing Information:**

Billing Contact Name: Donnie Kirk  
 Email Address: donnie.kirk@strublingequipment.com  
 Physical Address: 2454 McCullough BLVD  
 \_\_\_\_\_  
 City: Belden  
 State: MS  
 Cell Phone: 731-394-1532  
 Landline: 662-844-3212

Witnessed (Printed Name): KERRI HUGHES  
 Witnessed (Signed): 

Return this Agreement, with all pages initialed in the space provided at the bottom right corner along with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and email the completed, signed and initialed pages to [cory@phbidding.com](mailto:cory@phbidding.com). For questions regarding this agreement, the reverse auction process, or the bid item(s), you may contact PH Bidding at 662.407.0193.

**ADVERTISEMENT FOR PROPOSALS**

Notice is hereby given that the City of Tupelo will receive un-priced technical proposals to prequalify vendors for:

**Bulldozer**  
**Bid # 2021-0000**

Deadline for receipt of un-priced technical proposals is March 25, 2021 at 2:00 PM, local time. Responses should be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com)

Pursuant to MS Code 31-7-13 and House Bill 1109, this Equipment will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, un-priced technical proposals are evaluated for potential acceptability based upon pre-determined criteria. In Phase Two, only those bidders whose technical proposals are determined acceptable shall be invited to provide priced bids for consideration. City of Tupelo encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website [www.tupelomsbids.com](http://www.tupelomsbids.com). Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **2:00 PM on March 25, 2021** per the detailed bid instructions. Un-priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on March 31, 2021 at 11:00 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserved the right to extend the auction date if necessary, to complete the pre-qualification process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

Traci Dillard  
Purchasing Agent

**Publishing Dates: March 2, 2021 & March 9, 2021**

**CITY OF TUPELO, MS**  
**BULLDOZER BID EVENT**  
**BID SPECIFICATIONS AND CONDITIONS**  
**Specification Response Form**



**TERMS AND CONDITIONS**

**INTENT:**

This specification shall describe a bulldozer to be used in a municipal setting.

**ABOUT THIS DOCUMENT:**

This document, titled a Specification Response Form, is the form by which vendors shall respond to this bid opportunity. Vendors may be required to include other documents, including warranty or other information in order to be considered responsive.

**GENERAL TERMS:**

All equipment furnished under this contract shall be unused. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to applicable ANSI Safety Standards. Chassis and bid manufacturers shall have a minimum of five years' experience to insure the unit will conform to the best practice known to the trade in design, quality of material and workmanship. One or more units shall be purchased via this bid.

**BID QUOTATION:**

Bidders shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied.

**DELIVERY:**

Delivery shall be FOB to the Purchasing Entity with vendor assuming all liabilities for the transport of the unit to the destination:

City of Tupelo  
**Public Works**

**QUANTITY:**

Quantity determined by unit. Quantities may vary. The Purchasing Entity reserve the right to alter quantities and purchase more or less of any one item or all items.

**UNIT AND MODEL EQUIVALENT:**

Where model numbers are used, they are used for the sole purpose of illustrating the design and functionality of the unit. In no way is a model name or manufacturer used or meant to indicate a preference for one manufacturer over another.

**SUBMISSION OF SPECIFICATION RESPONSE FORMS:**

Vendors shall complete this form and submit their bid electronically to [www.jacksoncoplans.com](http://www.jacksoncoplans.com). For questions regarding the upload process, you may contact Cory Dewett at 662-407-0193 or via email to [cory@phbidding.com](mailto:cory@phbidding.com) on or before the Specification Response due date and time below.

**BID PROCESS:**

This bid event is being conducted by reverse auction, which is a bid process during which vendors compete for the Purchasing Entity's business in real time. A timer is set for an initial period of 30 minutes, during which vendors may place bids and receive feedback in the form of a rank (rank will be displayed in brackets adjacent to the vendor's input pricing per line item, as well as a total rank for the group of items together. In our format, a second-place rank would appear as such: [2]. Vendors may reduce their price as many times as they choose to do so. Within the final three minutes of the bid timer, any bid placed shall trigger an extension of an additional three minutes.

Vendors will be required to acknowledge that they are familiar with the PH Bidding bid platform at the end of this Specification Response Form.

<b>PH BIDDING GROUP CONTACT:</b> Vendors who have questions or comments regarding this specification may direct them to:			
Cory Dewett 662-407-0193 <a href="mailto:cory@phbidding.com">cory@phbidding.com</a>			
<b>PERFORMANCE DATES:</b>			
Advertise: March 2, 2021			
Advertise: March 9, 2021			
<b>Specification Responses Due:</b> March 25, 2021 2:00 PM Local Time			
<b>Reverse Auction Date:</b> March 31, 2021 11:00 AM Local Time			
SPECIFICATIONS Please acknowledge in the boxes to the right where required. Any Variance should be listed in the box to the right.	Acknowledge		Variance (If Any)
	Yes	No	
<b>Bid Line Items:</b>			
Line Item 1 – Purchase Price for one (1) Bulldozer Unit as Specified	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Line Item 2 – Delivery Time (In Days Only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	90 +/-
<b>1.0 ENGINE</b>	YES	NO	
100 hp Minimum Turbo Charged Diesel or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lockable Engine Enclosure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fuel Shut Off Valve Shall be Included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>2.0 POWER TRAIN &amp; CHASSIS</b>	YES	NO	
Drive system shall be hydrostatic designed to permit unrestricted changes in speed and direction under full Engine RPM and Load	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steering and Transmission shall be controlled with a joystick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit shall have a foot decelerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>3.0 HYDRAULIC SYSTEM</b>	YES	NO	
Pump output shall be at least 18GPM@2150 or suitable for the individual machine	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All hoses shall be of an o-ring seal design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Blade control shall have a single lever with control for lift, tilt, and angle function	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.0 TRACKS &amp; UNDERCARRIAGE</b>	YES	NO	
Undercarriage shall have a minimum of six (6) track rollers per side	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rollers and idlers shall be lifetime lubricated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LGP Tracks shall be required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>5.0 OPERATOR STATION</b>	YES	NO	
Unit shall be complete with enclosed cab – ROPS/FOPS approved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cab shall lock with a key	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit shall have fresh air intake, heat, air conditioning, windshield wipers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adjustable seat for operator height and weight and lumbar adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Display gauges, AM/FM/Bluetooth Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit shall be pre-wired for CB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



6.0 BASIC INFORMATION	YES	NO	
Unit weight of approximate 20,000 pounds or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum 13" ground clearance or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Blade width of 115" or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Six-way blade required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.0 WARRANTY	YES	NO	
Minimum 12 month warranty from date of delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum 3 year power train and hydraulics warranty required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.0 PAINT	YES	NO	
Paint shall be applied with the highest industry standards. Color shall be manufacturer's typical color for this specific equipment piece.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vendor shall provide a duplicatable daily inspection checklist sheet for operator use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.0 UNIT INFORMATION	YES	NO	
<b>In the boxes to the right, state the following:</b>			
Bulldozer Manufacturer	Deere		
Bulldozer Model	650K		
Bulldozer Year Model	2021		
Operating Weight	23,000 LBS		
Engine Manufacturer	Deere		
Engine Model	PWS 4045		
Engine Horsepower	104		
Average Fuel Consumption/Hour	2.6 GPH		
Maintenance Agreement Interval Schedule	500		
Maintenance Cost per Interval	VARIES PER INTERVAL		
10.0 Specification Response Form Complete Document Checklist	YES	NO	
<i>(Include all below documents in order for your Specification Response Form to be considered)</i>			
Equipment Brochure Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Written Warranty Information Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PH Bidding Supplier Agreement Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Company Name:	Strubling Eq. Co. LLC		
Representative:	Donnie Kirk	Phone:	731-422-2546
Billing Address:	P.O. Box 6038	Cell:	731-394-1532
City/Zip:	Jackson, MS 39208	Email:	donnie.kirk@strublingequipment.com

Strublingequipment.com

# Selling Equipment

Quote Id: 23793151

Customer: CITY OF TUPELO PUBLIC WORKS

## JOHN DEERE 650K CRAWLER DOZER

Hours:

Stock Number:

Code	Description	Qty
02J0T	650K CRAWLER DOZER	1

### Standard Options - Per Unit

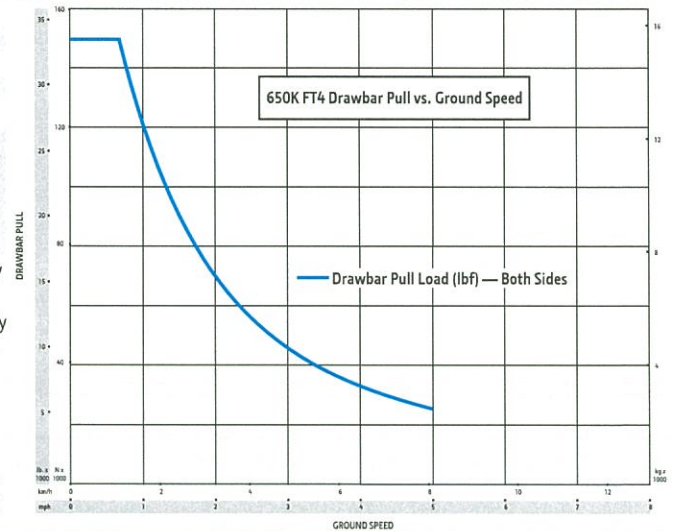
170C	JDLink Ultimate 5 Year Subscription	1
0940	John Deere PowerTech PWS 4045 Diesel Engine	1
1075	Gauge Low Ground Pressure (LGP) Track Frame	1
2605	English Operator Manual	1
4570	24 in. Moderate Service Shoes & 7 Bottom Rollers	1
4825	Chain Guides	1
5085	Cab with Roof Mounted Air Conditioner/Heater	1
5885	Air Suspension Comfort Control High Back Fabric Seat	1
7065	115 in. Blade with All Hydraulic Heavy Duty C-Frame	1
7725	3 Function Hydraulic Control Valve	1
9168	Deluxe LED Work Lights	1
9350	Retrieval Hitch with Pin for XLT or LGP Track	1
9400	Hydraulic Track Adjuster Yoke Relief Valve	1
9501	Premium Radio with Bluetooth	1

### Service Agreements

John Deere Extended Warranty - 12 Months Full Machine / 36 Month or 3000 Hour Powertrain + Hydraulic

## 650K

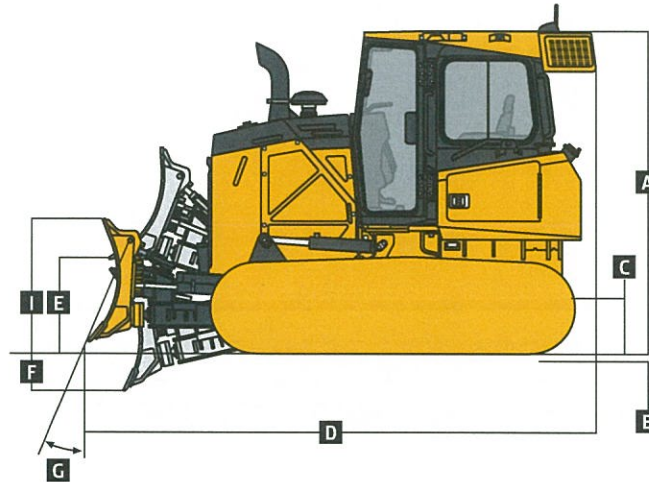
<b>Engine</b>	650K XLT / 650K LGP
<b>Blade Type</b>	<i>Power-Angle-Tilt (PAT)</i>
Manufacturer and Model	John Deere PowerTech™ PWS 4045
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV
Displacement	4.5L (276 cu. in.)
SAE Net Rated Power	78 kW (104 hp) at 2,200 rpm
Net Peak Torque	475 Nm (350 ft.-lb.) at 1,400 rpm
Aspiration	Turbocharged with charge-air cooler
Air Cleaner	Dual-stage dry tube with tangential unloader
<b>Cooling</b>	
Type	Variable-speed suction fan with optional reversing feature
Engine Coolant Rating	-37 deg. C. (-34 deg. F)
Engine Radiator	10 fins per in.
<b>Powertrain</b>	
<b>Transmission</b>	Automatic, dual-path, hydrostatic (HST) drive; load-sensing feature automatically adjusts speed and power to match changing load conditions; each individually controlled track is powered by a variable-displacement piston pump and variable-displacement motor combination; ground-speed selection buttons on single-lever steering and direction control; independently selectable reverse speed ratios of 100%, 115%, or 130% of forward ground speed; decelerator pedal controls ground speed to stop
System Relief Pressure	42 692 kPa (6,192 psi)
<b>Travel Speeds</b>	
Forward and Reverse	8.0 km/h (5.0 mph)
Maximum (optional)	9.7 km/h (6.0 mph)
<b>Steering</b>	Single-lever steering, direction control, and counter-rotation; full power turns and infinitely variable track speeds provide unlimited maneuverability and optimum control; HST steering eliminates steering clutches and brakes
<b>Final Drives</b>	Triple-reduction final drives mounted independently of track frames and dozer push frames for isolation from shock loads
Total Ratio	52.13 to 1
<b>Drawbar Pull</b>	
Maximum	148 kN (33,600 lb.)
At 1.9 km/h (1.2 mph)	108 kN (24,200 lb.)
At 3.2 km/h (2.0 mph)	69 kN (15,600 lb.)
<b>Brakes</b>	
Service	HST (dynamic) braking stops the machine when the direction/steering control lever is moved to neutral or the decelerator is depressed to the detent
Parking	Exclusive spring-applied, hydraulically released park-brake feature engages wet, multiple-disc brakes automatically whenever the engine stops, the operator depresses the decelerator pedal to the brake position, the unit is in neutral for 3 seconds (with detected motion), or the park-lock lever is in the park position; machine cannot be driven with brake applied, minimizing wearout or need for adjustment
<b>Hydraulics</b>	
Type	Open-center hydraulic system with fixed-displacement gear pump
Pump Displacement	36.4 cc
System Relief Pressure	20 684 kPa (3,000 psi)
Maximum Flow at Unloaded High Idle	80 L/m (21 gpm)
Control	3-function direct-acting T-bar joystick with push-button angle function





<b>Electrical</b>		<b>650K XLT / 650K LGP</b>	
<b>Blade Type</b>	PAT		
<b>Voltage</b>	24 volts		
<b>Capacity</b>			
Battery	950 CCA		
Reserve	190 min.		
<b>Alternator Rating</b>			
Cab	100 amp		
Canopy	100 amp		
<b>Lights</b>	Grille mounted (2), rear mounted (2), and rear reflectors (2)		
<b>Undercarriage</b>		<b>650K XLT</b>	<b>650K LGP</b>
<b>Tracks</b>	John Deere DuraTrax™ features large deep-heat-treated components; pins and bushings are sealed for life; rollers and idlers are permanently sealed and lubricated; full-length track-frame covers reduce material buildup and ease cleaning		
Track Gauge	1550 mm (61 in.)	1750 mm (69 in.)	
Grouser Width	457 mm (18 in.)	710 mm (28 in.)	
Chain	Sealed and lubricated	Sealed and lubricated	
Shoes, Each Side	40	40	
Track Rollers, Each Side	7	7	
Track Length on Ground	2349 mm (92 in.)	2349 mm (92 in.)	
Ground Contact Area	21 479 cm <sup>2</sup> (3,329 sq. in.)	33 412 cm <sup>2</sup> (5,179 sq. in.)	
Ground Pressure	44.1 kPa (6.4 psi)	29.6 kPa (4.3 psi)	
Track Pitch	171 mm (6.7 in.)	171 mm (6.7 in.)	
<b>Operator Station</b>		<b>650K XLT / 650K LGP</b>	
ROPS (ISO 3471 – 2008) and FOPS (ISO 3449 – 2005)			
<b>Serviceability</b>			
<b>Refill Capacities</b>			
Fuel Tank With Lockable Cap	202 L (53.45 gal.)		
Diesel Exhaust Fluid (DEF) Tank	11.8 L (3.1 gal.)		
Cooling System With Recovery Tank	21.1 L (5.6 gal.)		
Engine Oil With Filter	19 L (20 qt.)		
Hydraulic/HST Oil (common reservoir) With Filters	100 L (26.42 gal.)		
Final Drive (per tractor)	17 L (4.6 gal.)		
<b>Operating Weights</b>		<b>650K XLT</b>	<b>650K LGP</b>
<i>Base Weight (with standard equipment, rollover protective structure [ROPS], full fuel tank, and 79-kg [175 lb.] operator)</i>		9691 kg (21,320 lb.)	10 156 kg (22,343 lb.)
<b>Optional Components</b>			
Cab With Pressurizer and Heater/Air Conditioner	306 kg (675 lb.)		306 kg (675 lb.)
ROPS Canopy			
Heater	39 kg (85 lb.)		39 kg (85 lb.)
Front and Door Screens	81 kg (179 lb.)		81 kg (179 lb.)
Rear Screen	34 kg (76 lb.)		34 kg (76 lb.)
Side Screens	43 kg (94 lb.)		43 kg (94 lb.)
Limb Risers (ROPS canopy and cab)	104 kg (229 lb.)		104 kg (229 lb.)
Counterweight			
Front	109 kg (240 lb.)		109 kg (240 lb.)
Rear	150 kg (330 lb.)		150 kg (330 lb.)
Retrieval Hitch	23 kg (50 lb.)		23 kg (50 lb.)
Drawbar, Extended Rigid	33 kg (72 lb.)		33 kg (72 lb.)
Winch	652 kg (1,437 lb.)		652 kg (1,437 lb.)
Fairlead, 4 Roller	85 kg (187 lb.)		85 kg (187 lb.)
Center Chain Guides	41 kg (90 lb.)		41 kg (90 lb.)
Full-Length Rock Guards	98 kg (216 lb.)		98 kg (216 lb.)
Maximum Life Undercarriage	182 kg (400 lb.)		182 kg (400 lb.)
Track Shoes			
457 mm (18 in.)	In base		—
510 mm (20 in.)	83 kg (183 lb.)		–344 kg (–760 lb.)
610 mm (24 in.)	—		–172 kg (–380 lb.)
710 mm (28 in.)	—		In base

Machine Dimensions	650K XLT / 650K LGP
<b>Blade Type</b>	<b>Power-Angle-Tilt (PAT)</b>
A Overall Height to Roof	2762 mm (9 ft. 1.25 in.)
B Tread Depth With Single-Bar Grouser	49 mm (1.9 in.)
C Ground Clearance in Dirt	341 mm (13.5 in.)
D Overall Length	4255 mm (168 in.) (14 ft. 0 in.)
E Blade Lift Height	818 mm (32.2 in.)
F Blade Digging Depth	500 mm (19.7 in.)
G Blade Cutting-Edge Angle, Adjustable	52 to 60 deg.

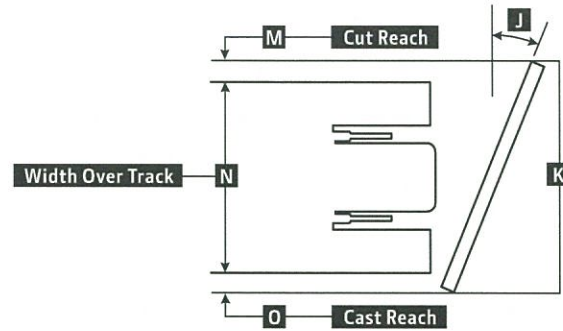
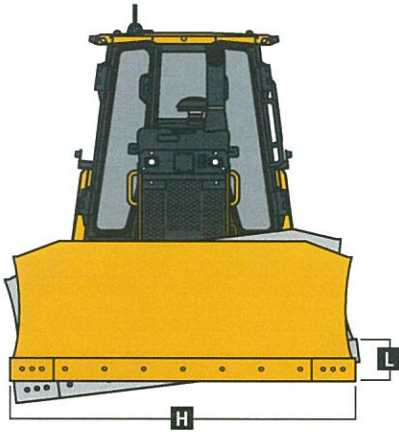


650K XLT / 650K LGP WITH POWER-ANGLE-TILT (PAT) BLADE

Machine Dimensions (continued)	650K XLT	650K LGP
<b>Straight</b>		
H Blade Width	2667 mm (105 in.) (8 ft. 9 in.)	2921 mm (115 in.) (9 ft. 7 in.)
I Blade Height	1067 mm (3 ft. 6 in.)	955 mm (3 ft. 2 in.)
SAE Capacity	2.2 m <sup>3</sup> (2.9 cu. yd.)	2.0 m <sup>3</sup> (2.6 cu. yd.)
Weight	603 kg (1,330 lb.)	628 kg (1,385 lb.)
C-Frame Assembly Weight (without blade)	399 kg (879 lb.)	399 kg (879 lb.)
J Blade Angle	22.2 deg.	22.2 deg.
K Overall Width With Blade Angled	2469 mm (8 ft. 1 in.)	2705 mm (8 ft. 11 in.)
L Blade Tilt (uses tilt jack)	363 mm (14.3 in.)	399 mm (15.7 in.)
M Cut Reach	117 mm (4.6 in.)	5 mm (0.2 in.)
N Width Over Track	2007 mm (6 ft. 7 in.)	2464 mm (8 ft. 1 in.)
O Cast Reach	345 mm (13.6 in.)	236 mm (9.3 in.)
<b>Straight (option)</b>		
H Blade Width	2921 mm (115 in.) (9 ft. 7 in.)	3150 mm (124 in.) (10 ft. 4 in.)
I Blade Height	955 mm (3 ft. 2 in.)	894 mm (35 in.)
SAE Capacity	2.0 m <sup>3</sup> (2.6 cu. yd.)	1.9 m <sup>3</sup> (2.5 cu. yd.)
Weight	628 kg (1,385 lb.)	631 kg (1,391 lb.)
C-Frame Assembly Weight (without blade)	399 kg (879 lb.)	399 kg (879 lb.)
J Blade Angle	22.2 deg.	22.2 deg.
K Overall Width With Blade Angled	2705 mm (8 ft. 11 in.)	2916 mm (9 ft. 7 in.)
L Blade Tilt (uses tilt jack)	399 mm (15.7 in.)	429 mm (16.9 in.)
M Cut Reach	234 mm (9.2 in.)	112 mm (4.4 in.)
N Width Over Track	2007 mm (6 ft. 7 in.)	2464 mm (8 ft. 1 in.)
O Cast Reach	465 mm (18.3 in.)	340 mm (13.4 in.)

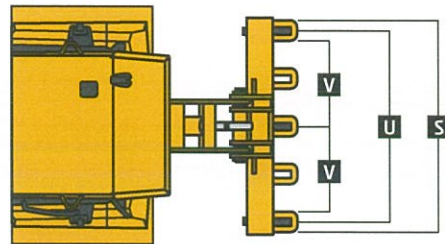
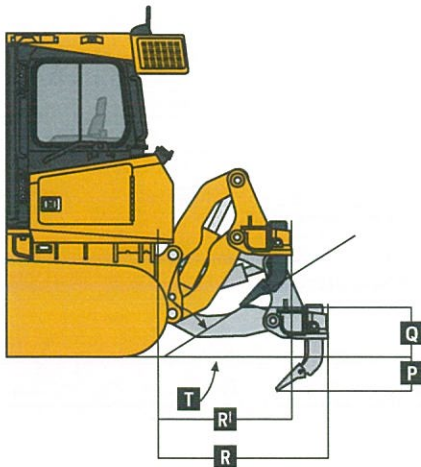
**Machine Dimensions (continued)****Blade Type****Straight (option)**

	650K XLT	650K LGP
<b>Blade Type</b>	<i>PAT</i>	<i>PAT</i>
<b>H</b> Blade Width	3150 mm (124 in.) (10 ft. 4 in.)	3251 mm (128 in.) (10 ft. 8 in.)
<b>I</b> Blade Height	894 mm (35 in.)	955 mm (3 ft. 2 in.)
SAE Capacity	1.9 m <sup>3</sup> (2.5 cu. yd.)	2.2 m <sup>3</sup> (2.9 cu. yd.)
Weight	631 kg (1,391 lb.)	694 kg (1,530 lb.)
C-Frame Assembly Weight (without blade)	399 kg (879 lb.)	399 kg (879 lb.)
<b>J</b> Blade Angle	22.2 deg.	22.2 deg.
<b>K</b> Overall Width With Blade Angled	2916 mm (9 ft. 7 in.)	3010 mm (9 ft. 11 in.)
<b>L</b> Blade Tilt (uses tilt jack)	429 mm (16.9 in.)	445 mm (17.5 in.)
<b>M</b> Cut Reach	340 mm (13.4 in.)	157 mm (6.2 in.)
<b>N</b> Width Over Track	2007 mm (6 ft. 7 in.)	2464 mm (8 ft. 1 in.)
<b>O</b> Cast Reach	569 mm (22.4 in.)	569 mm (22.4 in.)

**Rear Ripper****650K XLT / 650K LGP**

Multi-shank parallelogram ripper with 5 pockets and 3 shanks

Weight	981 kg (2,163 lb.)
<b>P</b> Maximum Penetration	508 mm (20 in.)
<b>Q</b> Maximum Clearance Under Tip	508 mm (20 in.)
<b>R</b> Overall Length, Lowered Position	1450 mm (57 in.) (4 ft. 9 in.)
<b>R<sup>l</sup></b> Overall Length, Raised Position	1015 mm (40 in.) (3 ft. 4 in.)
<b>S</b> Overall Beam Width	1830 mm (6 ft. 0 in.)
<b>T</b> Slope Angle (full raise)	40 deg.
<b>U</b> Ripping Width	1670 mm (5 ft. 6 in.)
<b>V</b> Distance Between Shanks	806 mm (32 in.)



# Additional equipment

Key: ● Standard ▲ Optional or special

\*See your John Deere dealer for further information.

450K	550K	650K	Engine
●	●	●	Meets EPA Final Tier 4/EU Stage IV emissions
●	●	●	Electronic control with automatic engine protection
●	●	●	Dual safety element dry-type air cleaner, evacuator valve
●	●	●	Exhaust filter, under hood, with vertical stack
●	●	●	Engine glow-plug starting system
●	●	●	Programmable auto engine shutdown
●	●	●	Automatic turbo cool-down timer
●	●	●	Wet-sleeve cylinder liners
●	●	●	Remote-mounted fuel filters with automatic electronic priming
▲	▲	▲	Engine coolant heater, 110 volts
▲	▲	▲	Engine coolant heater, fuel fired
▲	▲	▲	Chrome exhaust
▲	▲	▲	Rotary ejector engine air pre-cleaner
▲	▲	▲	Fluid-sample valves
▲	▲	▲	Quick-service ports
▲	▲	▲	Severe-duty 400-mL (13.5 oz.) fuel filter and water separator with heating element
<b>Cooling</b>			
●	●		Blower-type, direct-drive cooling fan
		●	Variable-speed suction fan with optional reversing feature
		▲	Automatic, programmable reversing-fan-drive fan
●	●	●	Enclosed safety fan guard (conforms to SAE J1308 and ISO3457)
●	▲	▲	Perforated engine side shields
●	●	●	Heavy-duty perforated grille
●	●	●	Heavy-duty, trash-resistant radiator and high-ambient cooling package
▲	▲	▲	Extreme-duty perforated grille with light guard
<b>Powertrain</b>			
●	●	●	Remote diagnostic test ports
●	●	●	Automatic cold-weather transmission warmup system
●	●	●	Automatic transmission derating for exceeded system temperatures
▲	●	●	Environmental service drains
●	●	●	2,000-hour vertical spin-on transmission filter
<b>Hydraulic System</b>			
●	●	●	3-function hydraulics
●	●	●	2,000-hour vertical spin-on hydraulic filter

450K	550K	650K	Hydraulic System (continued)
▲	▲	▲	4-function hydraulics with rear plumbing
▲	▲	▲	Drive-through hydraulic pump for use with winch
▲	▲	▲	Grade-control-ready electro-hydraulics (EH)
<b>Mainframe, Access Panels</b>			
●	●	●	Front tow loop, bolt-on
●	●	●	Reinforced engine and mid-frame bottom guards
●	●	●	Integral transmission guard
●	●	●	Vandal protection: Engine access door / Side tank access doors / Fuel tank / Instrument panel / Transmission reservoir / Hydraulic reservoir
<b>Attachments</b>			
▲	▲	▲	Counterweight, front, 109 kg (240 lb.)
▲	▲	▲	Counterweight, rear, 150 kg (330 lb.)
▲	▲	▲	Retrieval hitch with pin
▲	▲	▲	Extended rigid drawbar with pin for pull-type implements
▲	▲	▲	Drawbar, extended for winch (with or without fairlead)
▲	▲	▲	Ripper, parallelogram with 5 shank pockets and 3 teeth
▲	▲	▲	Winch, John Deere, power in/free spool out OR power out
▲	▲	▲	4-roller fairlead for winch
▲	▲	▲	Root-rake blade attachment
▲	▲	▲	Rear-mounted toolbox
▲	▲	▲	Trimble-ready interface package
▲	▲	▲	Topcon-ready interface package
▲	▲	▲	Leica-ready interface package
<b>Undercarriage</b>			
●	●	●	Full-length, smooth-surface track frame covers
●	●	●	Chain guides, front and rear
●	●	●	Maximum Life Undercarriage System
▲	▲	▲	Extended life undercarriage (SC-2™ bushings)
▲	▲	▲	Heavy-duty sealed and lubricated undercarriage
▲	▲	▲	Full-length rock guards
<b>STD LGP 450K Shoes</b>			
●			406-mm (16 in.) moderate service
●			610-mm (24 in.) moderate service
<b>STD LGP 550K Shoes</b>			
●	▲		457-mm (18 in.) moderate service
●			610-mm (24 in.) moderate service

XLT	LGP	650K Shoes
●	▲	457-mm (18 in.) moderate service
▲	▲	510-mm (20 in.) moderate service with clipped corners
	▲	610-mm (24 in.) moderate service
	●	710-mm (28 in.) moderate service with clipped corners
<b>Canopy Cab Operator's Station / Electrical</b>		
●	●	Retractable seat belts, 76 mm (3 in.) (conform to SAE J386)
●	●	Accessories: Convex wide-angle interior rearview mirror / Thigh cushions (2) / Cup holders (2)
●	●	Power port (cab includes two power ports)
●	●	Lockable dash-mounted storage compartment
	●	Air conditioner, 24,000 Btu
	●	Tinted glass
	●	Dome light
	●	Heater (roof mount)
	●	Wipers (intermittent plus 2 speeds) and washers – front window, left and right doors
	▲	Rear wiper and washer
●		Air-ride vinyl seat
	●	Air-ride fabric seat
	▲	Deluxe heated and leather-bolstered air-ride seat
▲	●	Under-seat heater
	●	AM/FM/Weather Band (WB) radio, clock, and MP3 player front plug-in
	▲	USB port and Bluetooth® mic
	●	Radio-area storage slot
●	●	Sealed alternator, 100 amps
●	●	Lockable master electrical disconnect switch
●	●	Multifunction/multi-language LCD monitor: Analog display (fuel level, coolant temperature, and engine oil pressure) / Digital display (engine rpm, charge pressure, hours, DPF soot level, and transmission direction/speed range)
●	●	Built-in diagnostics: Diagnostic-code details / Sensor values / Calibrations / Individual circuit tester
●	●	Keyless start with multiple security modes
●	●	Battery, dual, 24 volts
●	●	Lights, grille mounted (2), rear mounted (2)
▲	▲	Work lights, roof mounted (2)
	▲	External-mounted attachment mirror
●	●	JDLINK™ wireless communication system (available in specific countries; see your dealer for details)



Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO9249. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on units with standard equipment, rollover protective structures (ROPS), full fuel tanks, and 79-kg (175 lb.) operators.

JohnDeere.com



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams – Director of Public Works  
**DATE:** April 15, 2021  
**SUBJECT:** IN THE MATTER OF BID APPROVAL – DUMP TRUCK – 2021-009PW -  
CW

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**Request:**

Request for Bid Approval to purchase a 2022 Kenworth T370 Dump Truck Bid 2021-009PW

Three Bidders Responded –

TruckWorx \$124,708.94	Delivery 90 days
Tag Truck Center \$124,000.00	Delivery 230 days
Tri State Truck Center \$155,222.08	Delivery 190 days

We recommend the lowest and best bid by delivery that is within the current 2021 fiscal year and is only \$708.94 in price difference – TruckWorx



# City of Tupelo- Dump Truck Bid



Lot Start Date / Time Apr 14, 2021 10:00 AM US/Central  
 Lot End Date / Time Apr 14, 2021 10:33 AM US/Central  
 Lot Duration 00:33 [hh:mm]  
 Extension Time 3 Mins.

Item Name		Dump Truck Unit - Each	
Company	Truck Offered	Bid Amount	Bidding Date / Time
Truckworx	2022 Kenworth T370 360 HP	\$ 124,708.94	Apr 14, 2021 10:29:09 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 124,000.00	Apr 14, 2021 10:23:29 AM US/Central
Truckworx	2022 Kenworth T370 360 HP	\$ 125,208.94	Apr 14, 2021 10:22:14 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 126,000.00	Apr 14, 2021 10:16:07 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 128,000.00	Apr 14, 2021 10:15:57 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 130,000.00	Apr 14, 2021 10:15:36 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 145,000.00	Apr 14, 2021 10:13:25 AM US/Central
TRI STATE TRUCK CENTER	2022 Mack Granite	\$ 155,222.08	Apr 14, 2021 10:12:04 AM US/Central
Truckworx	2022 Kenworth T370 325 HP	\$ 126,120.00	Apr 14, 2021 10:01:03 AM US/Central
Truckworx	2022 Kenworth T370 360 HP	\$ 127,208.94	Apr 14, 2021 10:00:41 AM US/Central

Item Name		Dump Truck Delivery Time - In number of days	
Company	Truck Offered	Bid Amount	Bidding Date / Time
TAG Truck Center	2022 Freightliner SD114	230 Days	Apr 14, 2021 10:29:37 AM US/Central
TAG Truck Center	2022 Freightliner SD114	250 Days	Apr 14, 2021 10:27:36 AM US/Central
TAG Truck Center	2022 Freightliner SD114	365 Days	Apr 14, 2021 10:13:25 AM US/Central
TRI STATE TRUCK CENTER	2022 Mack Granite	190 Days	Apr 14, 2021 10:12:04 AM US/Central
Truckworx	2022 Kenworth T370 325 HP	180 Days	Apr 14, 2021 10:01:07 AM US/Central
Truckworx	2022 Kenworth T370 360 HP	90 Days	Apr 14, 2021 10:00:53 AM US/Central



Rebecca Cummings  
 Truckworx – Jackson  
 330 Leggett Dr  
 Richland, MS 39218  
 Office: 601.939.5300  
 Cell: 601.260.2999  
 Email: rebeccac@truckworx.com  
 www.TRUCKWORX.com

Attn: City of Tupelo

Please see Truckworx proposal below.

2022 T370 Tandem Dump Truck	
Engine Cummins PX-9	360 HP
Transmission	Allison 3000 RDS
Front Axle Dana Spicer	16k
Rear Axle(s)	40k
Rear Suspension Chalmers	52,000
Cab to Axle	133
Wheelbase	201
Tires	315/80R22.5 & 11R22.5
Wheels	Aluminum
Ratio	5.29
Fan hub on/off or Two speed fan hub	2-speed fan hub
Cooling Module	1000 square inches
Air Compressor	18.7 or greater
Alternator	160 brushless amp
Heavy Duty Aluminum Cab	116.8 BBC
Color: Silver	
<b>90-120 Day Delivery</b>	
<b>*Color to reflect the silver of your choice</b>	



*Only offered on Kenworth Model Trucks: Bulkhead doors, fully huck-bolted cab(s), cowl mounted mirrors, rear/driver corner windows, and peeper windows. The above specifications are offered for safety and durability purposes.*

Thank you for your consideration of our proposal. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

Rebecca Cummings  
 Assistant Director of Government Accounts



**Addendum 1****TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY  
Bid # 2021-009 PW**

This **Addendum 1** dated **March 31, 2021** supersedes and takes precedence over specifications for the above listed bid, which shall remain in full force and effect, except as herein modified:

**General Notes and Clarifications:****Item 1:**

On the Specification Response Form, in the Bid Line Items Section remove Line Item 3 "Snow Plow Alternate". The Snow Plow or connections for the Snow Plow will not be included in this bid or bid as an alternate on the truck.

**Item 2:**

Specification Responses should be returned before 2:00 pm on April 8, 2021. Responses will be reviewed, and vendors meeting required specifications will be invited to participate in the reverse auction, which will take place on Wednesday April 14, 2021 at 10:00 am.

Traci Dillard  
Purchasing Agent  
City of Tupelo, MS

End of Addendum 1



## TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY Bid # 2021-009PW

### UN-PRICED PROPOSAL & REVERSE AUCTION INSTRUCTIONS

- 1.) View and Download Complete Bid Package from [www.tupelomsbids.com](http://www.tupelomsbids.com). (Vendors must register for a free account and log-in to download bid documents.
- 2.) Fill out the "Specification Response Form" and the Vendor Agreement that can be found in the bid package.
- 3.) Once you have filled out the specification response form and the Vendor Agreement, you may upload them through [www.tupelomsbids.com](http://www.tupelomsbids.com), along with your unpriced proposal, and any brochures or other information that you would like to be considered for review. **Responses should be submitted no later than 2:00 p.m. on Thursday, March 25, 2021.**

Un-Priced Specification Response submissions and other submitted documents will be evaluated, and vendors meeting the required specifications will be invited to participate in the Electronic Reverse Auction process on **Wednesday, March 31, 2021 at 10:00 a.m.**

#### **IF APPROVED FOR PARTICIPATION IN REVERSE AUCTION**

If your company is approved to participate in the reverse auction process, you will be emailed detailed instructions regarding the reverse auction process. Pricing will only be accepted through the reverse auction process from vendors that are approved to participate in the reverse auction. Paper bids will not be considered.

For any questions regarding the reverse auction process, un-priced proposal submissions or website/bid document access, please contact Cory Dewett with PH Bidding at 662-407-0193.

**Unpriced Proposals & Response Forms Due:** March 25, 2021 at 2:00 p.m.

**Reverse Auction Date:** March 31, 2021 at 10:00 a.m.



## Reverse Auction Event Platform Agreement

### INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

**This Agreement contains provisions for an administrative fee, discussed in Section 15.**

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities. PH Bidding Group is located at:

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804

### TERMS OF USE

#### Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only

Instructions for completing this document can be found after the signatory page, located on Page 8. If you have difficulty in completing this document, email us at [cory@phbidding.com](mailto:cory@phbidding.com) or call us direct at 662.407.0193.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives and assigns agree to the following terms, statements and conditions:

## Definitions:

“**PH Bidding Group**” shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods, or information.

“**You**”, “**Supplier**” or “**Suppliers**” shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group’ Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

“**Buyer**” shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

“**Reverse Auction Event Platform**” shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/>, which is used by various Buyers to procure services, goods or information.

1 – All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.

2 – PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.

3 – You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients’ creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients’ failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.

4 – This agreement shall be good for a one time use of PH Bidding Group’s reverse auction strategic procurement solution. **Only through acceptance of this agreement are you permitted to utilize the bidding platform.** In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.

5 – PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to

accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

6 – It shall be the supplier's responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.

7 – It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event. Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

8 – It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.

9 – Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

10 – Supplier agrees that he has no right to transfer this one-time use license.

11 – Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.

12 – Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.

13 – Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.

14 – Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.

15 – An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

**Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:**

**4% of the total contract price, including all service agreements, extended warranties and equipment.**

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 30 calendar days of payment by the Buyer to the winning vendor for equipment, materials or other items. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids.

Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications or aftermarket equipment.

16 – By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which



results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.

17 – Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.

18 – PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group’s alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.

19 – This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of perjury, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company or Individual represented: Truckmark

Authorized Signatory (Printed Name): Rebecca Cummings

Signature: [Handwritten Signature]

Title of Authorized Signatory: Asst. Director of gov't Accts

Date: 4.1.21

Initials [Handwritten Initials]


**Billing Information:**

Billing Contact Name: Rebecca Cummings  
 Email Address: Rebecca@truckwest.com  
 Physical Address: 330 Leggett Dr.  
Pi  
 City: Richland  
 State: MS  
 Cell Phone: 601 260 2999  
 Landline: 601 420 4470

Witnessed (Printed Name): Olliv Bailey  
 Witnessed (Signed): Olliv Bailey

Return this Agreement, with all pages initialed in the space provided at the bottom right corner along with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and email the completed, signed and initialed pages to [cory@phbidding.com](mailto:cory@phbidding.com). For questions regarding this agreement, the reverse auction process, or the bid item(s), you may contact PH Bidding at 662.407.0193.

Initials 

<b>CITY OF TUPELO, MS</b> <b>TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY</b>	
<b>Specification Response Form</b>	

<b>TERMS AND CONDITIONS</b>
<p><b>INTENT:</b></p> <p>This specification shall describe a Tandem Axle Dump Truck to be used in a municipal setting.</p>
<p><b>ABOUT THIS DOCUMENT:</b></p> <p>This document, titled a Specification Response Form, is the form by which vendors shall respond to this bid opportunity. Vendors may be required to include other documents, including warranty or other information in order to be considered responsive.</p>
<p><b>GENERAL TERMS:</b></p> <p>All equipment furnished under this contract shall be unused. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to applicable Safety Standards. One or more units shall be purchased via this bid.</p>
<p><b>GUARANTEE:</b></p> <p>All units shall be covered by the manufacturer standard warranty. Other warranty conditions may apply.</p>
<p><b>BID QUOTATION:</b></p> <p>Bidders shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied.</p>
<p><b>DELIVERY:</b></p> <p>Delivery shall be FOB to the Purchasing Entity with vendor assuming all liabilities for the transport of the unit to the destination:  City of Tupelo, MS  <b>Public Works</b></p>
<p><b>QUANTITY:</b></p> <p>Quantity determined by unit. Quantities may vary. The Purchasing Entity reserve the right to alter quantities and purchase more or less of any one item or all items.</p>
<p><b>UNIT AND MODEL EQUIVALENT:</b></p> <p>Where model numbers are used, they are used for the sole purpose of illustrating the design and functionality of the unit. In no way is a model name or manufacturer used or meant to indicate a preference for one manufacturer over another. The City of Tupelo reserves the right to accept any variances in these specifications at their discretion as long as the equipment offered meets the functionality required by the City of Tupelo.</p>
<p><b>SUBMISSION OF SPECIFICATION RESPONSE FORMS:</b></p> <p>Vendors shall complete this form and submit it electronically through <a href="http://www.tupelomsbids.com">www.tupelomsbids.com</a> on or before the Specification Response due date and time below.</p>
<p><b>BID PROCESS:</b></p> <p>This bid event is being conducted by reverse auction, which is a bid process during which vendors compete for the Purchasing Entity's business in real time. A timer is set for an initial period of 30 minutes, during which vendors may place bids and receive feedback in the form of a rank (rank will be displayed in brackets adjacent to the vendor's input pricing per line item, as well as a total rank for the group of items together. In our format, a second-place rank would appear as such: [2]. Vendors may reduce their price as many times as they choose to do so. Within the final three minutes of the bid timer, any bid placed shall trigger an extension of an additional three minutes.</p> <p>Vendors may contact Cory Dewett with PH Bidding Group with questions or training regarding the bid process or website usage.</p>

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

<b>PH BIDDING CONTACT:</b>			
Vendors who have questions or comments regarding this specification may direct them to:			
Cory Dewett 662-407-0193 <a href="mailto:cory@phbidding.com">cory@phbidding.com</a>			
<b>PERFORMANCE DATES:</b>			
Advertise: March 2, 2021			
Advertise: March 9, 2021			
Specification Responses Due: March 25, 2021 before 2:00 p.m. Local Time			
Reverse Auction Date: March 31, 2021 at 10:00 a.m. Local Time			
<b>Bid Line Items:</b>			
Line Item 1 – Purchase Price for (1) New Tandem Axle Dump Chassis with Mounted Dump Body			
Line Item 2 – Delivery Time (In Days Only)			
Line Item 3 - Snowplow Alternate (Should include Snowplow, plow bracket, and all hyd. and electrical connections already plumbed on the truck as an add alternate)			
<b>SPECIFICATIONS</b>			
Please acknowledge in the boxes to the right where required. Any Variance from the specifications should be listed in the box to the right.			
<b>1.0 Chassis</b>	Yes	No	Variance (If Any)
2021 or newer Year Model	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2022
In the box to the right, state the year, make, and model number of your offered unit:	2022 VW T370		
<b>2.0 Engine</b>	Yes	No	Variance (If Any)
Minimum 325 HP 750 Lb/Ft Torque @ +/- 1800 RPM Cummins Diesel Engine	<input checked="" type="checkbox"/>	<input type="checkbox"/>	needs 300/1150
In the box to the right, state the Manufacturer, Model, and HP of your offered engine	P P-9 Cummins		
Vertical tail pipe with guard, RH mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>3.0 Transmission and Equipment</b>	Yes	No	Variance (If Any)
Allison 4500 RDS with PTO for Automatic Trans Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3000 RDS
Allison vocational package 223 - available on 3000/4000 product families with vocational models RDS, HS, MH and TRV	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Allison vocational rating for concrete mixer applications only available with 3000 product families	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Secondary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Secondary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Secondary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Engine brake range preselect recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine brake range alternate preselect recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fuel sense 2.0 disabled - performance - table based	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Driver switch input - default - no switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vehicle interface wiring connector with PDM and blunt cuts, at end of frame	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electronic transmission customer access connector firewall mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Chelsea 280 series PTO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO mounting, rh side of main transmission	<input type="checkbox"/>	<input type="checkbox"/>	
Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Push button electronic shift control, dash mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transmission prognostics - enabled 2013	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Water to oil transmission cooler, in radiator end tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transmission oil check and fill with electronic oil level check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Synthetic transmission fluid (TES-295 compliant)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.0 General Dimensions</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Body Length – 16 foot Square Body	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Inside Width – 87"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Side Height – 48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tailgate Height – 56"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Front Height – 56"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Body Sides – 10 Gauge A1011 Hi Tensile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Body Floor – 3/16" A 1011 Hi Tensile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tailgate – 10 Gauge A1011 Hi Tensile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Top Rail – 4" Square Tubing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Water Level Capacity – 17 Yard – Front and Tailgate Capacity shall be 19 Yard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Longitudinal – 5" Channel with Cross Member at 4" Channel on 12" Centers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cab Shield – 24" with 4" Integral Wind Deflector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Hoist – NTEA Rated Class 120 Front Telescopic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HYD Pump – 85CC Gear Pump to be Integrally mounted to PTO with Air Tipper Valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO – Two Gear, Direct Mount, Electric/Hydraulic Shift for Allison Transmission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Controls – Electric/Hydraulic Air	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All Welds to be Continuous – Unibody Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

## CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Lights/Reflectors – Meet FMVSS108 with Four Corner LED Warning Light System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• 2 Amber Warning Light in Cab Shield	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• 1 Amber Warning Light on Each Rear Post	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• In-Cab Switch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10" Full Depth Rear Corner Post and Skirt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Backup Alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sideboards @ 8" Hardwood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8" Dump Apron	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mud Flaps – Rear of Tandem Axles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Finish: Phosphate wash, epoxy primer and painted gloss black urethane enamel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primed and Finish Painted with Epoxy Urethane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
30T Rigid Pintle Hook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>5.0 Features</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Exterior/Interior Steps, Chrome Bumper	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
In-Cab Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cable to Pump Air Shaft PTO Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air Actuated Tailgate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tailgate Spreader Chains	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6" Telescoping Hoist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Backup Alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Body Up Indicator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>6.0 Front Axle and Suspension</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Detroit DA-F-12.0-3 12,000# ff1 71.5 KPI/3.74 Drop Single Front Axle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds 16
DTNA 15x4 q+ cam front brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14.5 x 6
Non-asbestos front brake lining	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet cast iron front brake drums	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Front oil seals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vented front hub caps with window, center and side plugs - oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard spindle nuts for all axles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DTNA automatic front slack adjusters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TRW THP-60 power steering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Power steering pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2 Quart see through power steering reservoir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Current available synthetic 75w-90 front axle lube	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12,000# mono Taperleaf front suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds 16

## CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Maintenance free rubber bushings - front suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Front shock absorbers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>7.0 Rear Axle and Suspension</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
mt-40-14x 40,000# r-series tandem rear axle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.29 rear axle ratio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.57
iron rear axle carrier with optional heavy duty axle housing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
mxl 17t DTNA extended lube main driveline with half round yokes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
mxl 17t DTNA extended lube interaxle driveline with half round yokes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(1) interaxle lock valve for tandem or tridem drive axles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
blinking lamp with each interaxle lock switch, interaxle unlock default with ignition off	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DTNA 16.5x7 q+ cast spider cam rear brakes, double anchor, fabricated shoes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
non-asbestos rear brake lining	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
asphalt spreader clearance rear brake geometry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet cast iron rear brake drums or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
rear oil seals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haldex Goldseal Longstroke 2-drive axles spring parking chambers or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haldex automatic rear slack adjusters or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
current available synthetic 75w-90 rear axle lube	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Hendrickson rt403 @40,000# rear suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Hendrickson RT/RTE - 7.19" saddle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard axle seats in axle clamp group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
52 inch axle spacing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steel beams and rubber center bushings with bar pin adjustable end connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fore/Aft control rods	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>8.0 Brake System</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Air brake package	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Wabco 4s/4m abs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Reinforced nylon, fabric braid and wire braid chassis air lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fiber braid parking brake hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard brake system valves	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard air system pressure protection system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard US front brake valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Relay valve with 5-8 psi crack pressure, no rear proportioning valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BW ad-9 brake line air dryer with heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air dryer frame mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Steel air brake reservoirs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	cast
Pull cables on all air reservoir(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>9.0 Frame</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
11/32x3-1/2x10-15/16 inch steel frame (8.73mmx277.8mm/0.344x10.94 inch) 120KSI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Yield Strength: 120,000 PSI or equivalent or greater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Two (2) Front tow hooks. 2 Rear tow hooks. Trailer towing – Rear End of Frame	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>10.0 Chassis Equipment</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Fender and front of hood mounted front mudflaps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Painted Steel Bumper with collapsible ends or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>11.0 Fuel Tanks and Equipment</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Fuel filter/water separator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Reinforced nylon fuel hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum 50 Gallon Fuel Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds 75
Minimum 10 Gallon DEF Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds 11
<b>12.0 Tires, Hubs, and Wheels</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Continental hsr2 11r22.5 14 ply radial front tires or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	35/80R22.5 exceed
Continental hsr2+ 11r22.5 14 ply radial rear tires or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet preset plus premium iron front hubs or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet preset plus premium iron rear hubs or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Maxion wheels 90262 22.5x8.25 10-hub pilot 6.19 inset 5-hand steel disc front wheels or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Maxion wheels 90262 22.5x8.25 10-hub pilot 5-hand steel disc rear wheels or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>13.0 Cab Exterior</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Conventional Steel or Aluminum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air cab mounts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Grab handles LH/RH	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air horn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dual door mounted heated mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LH/RH 8" Heated convex mirrors; Bright finish, mounted under primary mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Door locks and ignition switch keyed the same	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(5) amber marker lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Integral stop/tail/backup lights – LED Push-In Lights – 6" Round	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard front turn signal lamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dual west coast molded-in color mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds and mounted
Standard side/rear reflectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dual level cab entry steps on both sides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

14.0 Cab Interior	Yes	No	Variance (if Any)
Cloth, Vinyl or Leather interior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Valeo HD A/C Refrigerant Compressor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Heater, defroster, and air conditioner with R-134A Freon, No Exceptions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dome light with 3-way switch activated by LH and RH doors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adjustable steering wheel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2 Man Toolbox mid back non suspension passenger seat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
LH and RH Integral Door Panel Armrests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adjustable tilt and telescoping steering column	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Driver and passenger interior sun visors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15.0 Instrumental Panel and Controls	Yes	No	Variance (If Any)
Cruise control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary and secondary air pressure gauges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Intake mounted air restriction indicator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Diagnostic interface connector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine and trip hour meters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine coolant temperature gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transmission oil temperature gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Low air pressure light & buzzer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electric fuel gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electric engine oil pressure gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electronic speedometer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
AM/FM/WB/CD/Bluetooth Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	no CD
Unit shall be prewired for CB Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
75 MPH Road Speed Limit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	74
PTO mode brake override - service brake applied	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO mode cancel vehicle speed - 5 mph	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO governor ramp rate - 250 rpm per second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Two remote PTO speeds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO speed 1 setting - 700 rpm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO speed 2 setting - 900 rpm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO minimum RPM - 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Regen inhibit speed threshold - 5 mph	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

16.0 Paint	Yes	No	Variance (If Any)
Cab/Body Color: Silver w/Clear Coat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Chassis: Black	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17.0 Warranty and Service	Yes	No	Variance (If Any)
3 Year/100,000 Miles Parts on Major Components – Provide a Listing of All Covered Components. Chassis warranty shall also cover Suspension System, Ignition System, AC/Heating Systems, Drive Shafts, Wiring, Fuel System, Steering System, Exhaust System, Instrument and Gauges, Transfer Case Mounts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DPF Cleaning for 3 Years – Dealer must pick up unit at Buyer’s location, returning it when DPF cleaning is complete.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3 Year 100,000 Mile Full Engine Warranty with \$0 deductible. Includes Injectors, Pumps, Aftermarket System Doc & Housing, SCR Catalyst & Housing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Response time for warranty claims shall be closely monitored by the City of Tupelo. Units with warranty issues shall be diagnosed within 48 hours of arrival at the dealership. Parts for warranty repairs, if not in dealer stock, shall be ordered within 24 hours of diagnoses. Dealer shall communicate with City as to the expected return date of unit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Towing to 36-months – Service call to the vehicle or towing to the nearest dealership for a non-drivable unit in conjunction with a warrantable failure: Equivalent plans with minor deviations are acceptable, as long as the deviations are clearly noted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Virtual technician system or equivalent. Please attach a separate sheet or brochure to describe your virtual technician system. This document shall be part of the bid package.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18.0 Specification Response Form Complete Document Checklist	Yes	No	Variance (If Any)
Include all below documents in order for your Specification Response Form to be considered:			
Equipment Brochure Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Written Warranty Information Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PH Bidding Supplier Agreement Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Company Name: <i>Trenchwork</i>			
Representative: <i>Rebecca Cummings</i>			
Billing Address: <i>330 W 88th Dr.</i>			
Company Phone: <i>601 420 4470</i>			
Representative Cell: <i>601 210 2959</i>			
Email: <i>Rebecca@trenchwork.com</i>			



# TRUCKWORX

**CHASSIS NUMBER:**  
101161

**Plant:**  
M

**MODEL:** 0000370

**CUSTOMER NAME:**  
OX BODIES INC1

**TENTATIVE DATE:**  
05/31/21

**REPORT DATE:** 04/01/21

**CHASSIS NUMBER:** 101161 **MODEL:** 0000370

**PLANT CODE:** M

**DEALER NO:** K415

**OPS STAT:** 04/01/21

**PRESENT ID-1:** T370 SPEC1 TA DUMP

**CUSTOMER PO:**

**DEALER NAME AND ADDRESS:**

**CUSTOMER NAME AND ADDRESS:**

TRUCKWORX HOLDING COMPANY

5X1F

2220 FINLEY BOULEVARD

OX BODIES INC1

BIRMINGHAM

AL 35234

**SHIPPING DESTINATION:**

SEE INSTRUCTIONS

**STARTING CHASSIS NO:**

**ENDING CHASSIS NO:**

101159

101166

**REQUESTED:** 05/24/21

**PRICE EFFECTIVE DATE:** 01/01/20

**TENTATIVE DATE:** 05/31/21

**FIRM DATE:**

**WHEELBASE:** 201.00

**CAB TO AXLE:** 133.00

**CAB TO END OF FRAME:**

**AXLE TO BACK OF CAB:** 68.00

213.00

OPTION	DESCRIPTION	PUB	WGT
	<b>BASE MODEL</b>		
0000370	T370 SERIES CONVENTIONAL	P	9508
0070006	T370 CLASS 7 MED DUTY CONVENTIONAL	P	0
0080050	CARB IDLE EMISSIONS REDUCTION FEATURE FOR PX-7 and PX-9	P	0
0090017	MEDIUM DUTY 6X4 AUTOMATIC	P	0
	<b>ENGINE AND ENGINE EQUIPMENT</b>		
0130207	PX-9 360 360@1650 1150@1200, 2021 W/ TURBO EXH BRK	P	564
N0920	C399 120...STANDARD MAXIMUM SPEED LIMIT		
N0922	C402 0.....EXPIRATION DISTANCE (N207)		
N0926	C121 74....MAX VEHICLE SPEED IN TOP GEA		
N0930	C128 74....MAX CRUISE CONTROL SPEED		
N0936	C400 252...RESERVE SPEED FUNCTION RESET		
N0938	C334 0.....MAXIMUM CYCLE DISTANCE (N202)		
N0940	C401 10....MAXIMUM ACTIVE DISTANCE (N20)		
N0942	C333 0.....RESERVE SPEED LIMIT OFFSET (		
N0944	C234 YES...ENGINE PROTECTION SHTDWN		
N0946	C231 NO....GEAR DOWN PROTECTION		
N0948	C132 1400..MAX PTO SPEED		
N0950	C239 NO....CRUISE CONTROL AUTO RESUME		
N0952	C238 NO....AUTO ENGINE BRAKE IN CRUISE		
N0954	C395 0.....EXPIRATION DISTANCE (N209)		
N0956	C225 YES...ENABLE IDLE SHUTDOWN PARK BR		
N0958	C133 5.....IDLE SHTDWN TIME		
N0960	C396 YES...ENABLE IMPENDING SHUTDOWN WA		
N0962	C397 60....TIMER FOR IMPENDING SHUTDOWN		
N0964	C206 35....ENGINE LOAD THRESHOLD		
N0968	C233 NO....IDLE SHTDWN OVERRIDE		
N0972	C382 YES...ENABLE HOT AMBIENT AUTOMATIC		
N0974	C188 40....LOW AMBIENT TEMPERATURE THRE		
N0976	C189 60....INTERMEDIATE AMBIENT TEMPERA		
N0978	C190 80....HIGH AMBIENT TEMPERATURE THR		
1000151	PREMIERSPEC	U	0



# TRUCKWORK

1000243	PT Optimization analysis: Performance power before economy results	P	0
1000254	Customer's Typical Operating Spd:65 MPH	P	0
1000684	Effective VSL Setting NA	P	0
1000858	Engine Idle Shutdown Timer Disabled	P	0
1000859	Enable EIST Ambient Temp Ovrerule	P	0
1000891	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	P	0
1002060	Air compressor:18.7 CFM FOR Cummins AND PACCAR PX engines.	P	0
1031130	AIR CLEANER: DONALDSON DRY TYPE	P	0
1099301	PRE-CLEANER FOR ALL AIR CLEANERS & HVAC MD, NOT AVAIL W/ EMBER SEPARATOR	P	13
1105230	Fan Hub: Horton 2-Speed for ISL9, ISL-G PX-8 or PX-9	P	0
1121200	Cooling module 1000 sq in T170/T270/T370/T470	P	0
1160205	BUG SCREEN FRT OF GRILLE C500,T800,T880 W900 BEHIND GRILLE T660,T680,T700,T300	P	2
1247261	EXH: 2021 PX-9 RH UND DPF/SCR W/ SING VERT RH SOC TP	P	0
1290124	Tailpipe: 5" Single 24" 45 Deg Curved	P	2-
1321145	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	P	0
1321200	Run Aid:None *For Fuel Filter	P	0
1321305	Start Aid:12V Heat *For Fuel Filter	P	0
1504006	ENGINE BLOCK HTR: 120V 750W FOR PX-7, 1000W FOR PX9 and ISL9	P	2
1816260	Alternator: PACCAR 160 amp, brush type	P	0
1821210	BATT: 3 PACCAR GP31 THR (700-730) 2100-2190 CCA DUAL PURPOSE BATTERIES	P	57
1836106	MITSUBISHI 105P55 12V STARTER W/CUMMINS AND PX ENGINES	P	0
1900082	MULTI FUNCTION ENG CONN FOR BODY BLDR for Cummins	P	0
1900976	Body builder Ctrl harness coiled EOF F/ C/I remote throttle and PTO ctrls <b>MAIN TRANSMISSION AND CLUTCH</b>	P	2
2011205	TRANS:ALLISON 3000RDS 6 SPD GEN 5,W/PTO	P	291
N2060	124058 3/23/2021 11:36:57 AM		
2406452	D/L: 2 DANA SPL170XL W/ 1 CB REQ 3500057 W/ TANDEM	P	95
2409916	CB C/M: 1 BOLTED, USE W/ 2 DRIVELINES W/ 1 CB, REPL STD C/M REQ W/ 13K+ FR	P	11
2410018	TORQUE CONVERTER INCLD W/ALLISON TRANS	P	0
2410019	TRANSMISSION APPROVAL RECEIVED, SEE NAR NARRATIVE N2060 FOR RECEIVAL DATE	U	0
2410033	ALLISON AUTOMATIC SCAAN COMPLETED	U	0
2410204	Delete Allison Fuel Sense	P	0
2410244	J1939 Park Brake Auto Neutral	P	0
2410428	ALLISON GEN 5 RDS PACKAGE 180 FOR 3000, 3500, 4000, 4500, 4700 TRANS	U	0
2410499	TORQUE CONVERTER:TC421 F/3000 SERIES USE WITH MD, 3000 & 3500 EVS, HS & RDS	U	0



# TRUCK WORK

2429358	Trans PTO Rear Trans Supt Spring(s)	P	0
	<b>FRONT AXLE AND EQUIPMENT</b>		
2504160	FR DANA SPCR D1600 16K	P	119
2603006	FR BRKS INCLUDED W/FR HUB PKG	P	0
2703016	FR 16K AIR BRKPKG:BENDIX 16.5X6BRKS,CST DRUM10BLT IRN PRESET HP HUB,HUBCAP& SLX	P	75
2864026	FR SPRG TAPERLEAF 16K 2 STAGE W/SHOCKS T370 W/16K FR AXLE	P	172
2895300	PWR STRG DUAL GEARS F/AIR BRKS 16K	P	77
2899336	PWR STRG COOLER RADIATOR MTD	P	11
	<b>REAR AXLE AND EQUIPMENT</b>		
3124404	RR DANA SPCR DSP41P 40K DUAL 7/16" HVY-WALL HSG/INDUCT HARDENED SPINDLE	P	2341
3200557	REAR AXLE RATIO-5.57	P	0
3300002	RR BRK:INCLUDED W/DUAL HUB PACKAGE	P	0
3403008	46K AIRBRKPKG:16 1/2X7 BRKS, CAST DRUMS IRON 10BLT PRESET HUB PILOT HUBS& SLX	P	0
3485207	RR SPRING BRK:3030 LONGSTROKE DUAL	P	0
3495226	ABS:BENDIX 4S/4M FR WHL+2 GRP RR WHL*AVL ONLY W/AIR BRK	P	0
3500002	REAR AXLE APPROVAL RECEIVED*SEE N3840 FOR DATE OF RECEIPT*	U	0
3500057	I/A D/L: 1 DANA SPL170XL USE 3500060 FOR TRIDEM	P	4-
3532130	WHEEL DIFF LOCK: DSH44/DSP40/41/D40155 FWDRR&RRRR	P	37
3739202	CHALMERS 854-40-XL-HS 40K DUAL 54" AS MED DUTY, UNDERSLUNG, HIGH CG	P	476
3832026 N3840	SHOCK ABSORBERS: CHALMERS, MAX CAP 52K DA-21-05778-001 3/23/2021 12:02:50 PM	P	35
	<b>TIRES, WHEELS &amp; RIMS</b>		
4070009	FR BR R249 315/80R 22.5 20PR PART: BR004169 FET: 110	P	18
4277513	RR BR M760 ECOPIA 11R22.5 14PR DR PART: BR247933 FET: 200	P	132
4900008	CODE-REAR TIRE QTY 08.		
5045280	FR WHL ALCOA 89U64 22.5X9 AL ULTRA ONE WHL	P	24-
5243363	RR WHL ALCOA 88267 22.5X8.25 AL HUB PIL, LVL1	P	176-
5900008	CODE-REAR RIM QTY 08.		
	<b>FRAME AND EQUIPMENT</b>		
6054410	FRAME RAILS: 10-5/8 X5/16" STL 309-380" SECTION MOD:14.80, RBM:1,776,000 LBS	P	0
6279005	LOCATE PART INSERT UNDER CAB TO EOF	P	0
6289325	PART STL INSERT 10-5/8" OR 10-3/4" STL OVER 10' TO 25'-OR PARTIAL 2ND INSERT	P	571
6308715	BUMPER: AERODYNAMIC, CHROME REQS BUMPER SETTING CODE	P	0
6319409	40.9 INCH BUMPER SETTING *REQS BUMPER CODE	P	0
6321005	REMOVABLE FRONT TOW HOOKS: 2	P	15
6390103	FRT MUDFLAPS	P	0
6391210	Custom Frame Layout: 10-24 chassis	P	0
N6390	6391234 OX BODY CFL OX BODY CFL IOC		
6400634	BATT BOX: CANTLVR ALUM BOC, PNTD SMOOTH	P	2



# TRUCKWORK

	ALUM COVER		
6409902	BATTERY BOX LOCATION: RH SIDE	P	15
6451059	T270/T370: NON-POLISH DPF/SCR COVER	P	0
	CAB ACCESS RH UNDER		
6490124	5-PC BOLTED C/M ASSY W/ 16MM FRAME	P	33-
	FASTENERS, CENTER AND REAR FRAME		
6490427	ALUMINUM UNDERBELL C/M	P	20
	NON-DRIVE FRT AXLE 16K & GREATER, T370		
6490430	BOLTED RR CAB SUPPORT C/M, REPL T3 STD	P	18
6679821	2021 EPA EMISSIONS ENGINE	U	0
6679860	FINAL EOF CUT-OFF DIMENSION WILL BE	P	0
	MODIFIED TO 61 IN TO 65 IN		
6742009	SQUARE END OF FRAME: W/O C/M	P	0
	<b>FUEL TANKS AND EQUIPMENT</b>		
7010075	FUEL TANK: 75 US GAL 22" AL UND RPL	P	11-
N7210	CFL F/T:LAYOUT IDENTICAL TO PREV		
N7211	CFL F/T:CHASSIS 452498		
7722011	DEF TANK: SMALL ROUND	P	0
	11 GAL USABLE *2013 OR LATER		
7831008	F/T STEPS: 6" WIDE LOWER*1 22" OR 24.5"	P	2
	TANK LH		
7840015	POLISH ONLY: 1 ALUMINUM TANK	P	0
7840038	POLISHED COVER: 1 DEF TANK ANY SIZE	P	2
7889061	POL STRAPS: 1 TANK ANY SIZE	P	0
7889203	DEF TO FUEL FILL RATIO 2:1 OR GREATER	P	0
7889604	DEF TANK LOC: LH	P	0
	7920075		
	<b>CAB AND EQUIPMENT</b>		
8024310	CAB: CONVENTIONAL*CURVED GLASS*	P	0
	C5: INCL HD REINFORCEMENTS*		
8080137	CAB DOOR BEARING BLOCKS: TOP & BOTTOM	P	0
8090310	HOOD: SLOPED AERODYNAMIC W/GRILLE &	P	0
	SEPARATE BUMPER		
8108010	HEATER/AIR COND W/INTEGRAL DEFROSTERS & P	P	0
	5 MODE ROTARY CTRLS*CAB ONLY NO SLPR*		
8201200	STRG COLUMN:ADJ TELESCOPNG TILT*CODE	P	11
	F/18" STRG WHEEL*		
8205118	INFO FOR C/I PTO: CHELSEA 277	P	0
	10-BOLT		
8205123	SW, wir'g W/GUARD FOR C/I ELECT-OVER	P	0
	HYD PTO. Wir'g routed on LH frame for		
8205139	KW DOES NOT GUARANTEE PTO CLEARANCE W/ U	P	0
	ALLISON TRANSMISSIONS		
8208496	SW: 3 SPARES WIRED TO POWER	P	0
8220106	GAU: AIR FILTER RESTRICTION DASH-MT	P	0
8222712	GAU: FUEL FILTER RESTRICTION	P	0
8226667	GAU: OIL TEMP MAIN TRANSMISSION	P	0
8282004	Kenworth Driver Information Center	P	0
	(Highline display)		
8282009	INSTRUMENT PACKAGE	P	0
8282990	FULL BURL WOOD DASH PANELS	P	0
8330013	INTERIOR: CAB APEX	P	0
8410481	DR SEAT: KW AIR-CUSHION PLUS IB MORDURA	P	0
	INCL DUAL ARMRESTS & SUSPENSION COVER		
8480481	RD SEAT: KW AIR-CUSHION PLUS IB MORDURA	P	33
	INCL DUAL ARMRESTS & SUSPENSION COVER		



# TRUCK WORK

8490170	SEAT COLOR:ALL JET BLACK*NOT 2-TONE*	P	0
	USE ONLY W/KENWORTH SEATS*OTHER SEATS		
8601432	KENWORTH RADIO DEA710 AM/FM/WB/USB, BLUETOOTH	P	0
8699916	DASH MT CB ASSY WITH LEADS & ANTENNAS Incls dual antenna leads & dual antenna	P	4
8700083	UNDERDASH CNTR CONSOLE*2 CUPHOLDER/1 ASHTRAY/1 LIGHTER/1 12V OUTLET/STORAGE	P	0
8700154	TURN SIGNAL SWITCH: SELF-CANCELLING W/ HEADLIGHT DIMMER	P	0
8800400	GRABHANDLE:1 LH INSD DOOR FRAME ABOVE DASH	P	0
8800401	GRABHANDLE:1 RH INSD DOOR FRAME ABOVE DASH	P	2
8800733	GRABHANDLE:1 LH W/SHORT EXT OVER DOOR RPL STD (OPTION 21)	P	4
8800734	GRABHANDLE:1 RH W/SHORT EXT OVER DOOR RPL STD	P	4
8832115	DAYLITE DOOR: LH/RH INCLDS RH PEEPER WINDOW	P	0
8841618	AIR HORN: DUAL RECT 23" LH/RH ROOF INCL AIR HORN COVERS	P	11
8850210	CX MIRR: DUAL SS 7-1/2" MIRR BKT OFFSET STUD MOUNTING * NON-HTD	P	0
8850300	Look-down, pass. Door,Stainless 8.5x4.4	P	0
8867202	MIRROR: DUAL MOTO HTD*SW ON DOOR PAD* *LH/RH MOTORIZED*AERODYNAMIC	P	4
8869005	MIRROR BRKT: DUAL 8-1/2'	P	0
8879213	WINDOW LIFT: ELEC POWERED LH/RH SIDE SW LOCATED ON DOOR PAD	P	0
8879911	RR CAB WINDOW: (2) 17.5"X16" CORNER + 1 17"X36" FIXED CTR; NA W/SLPR/SIDE EXT	P	24
8890135	SUNVISOR:EXTERIOR STAINLESS STEEL <b>LIGHTS AND SIGNALS</b>	P	11
9010801	HEADLAMPS: DUAL HALOGEN	P	0
9022137	MARKER: 5 RECTANGULAR LED	P	0
9030010	TURN SIGNAL:CONV FENDER-MTD	P	0
9070138	COMB:STOP/TAIL/TURN/BACKUP LIGHTS RH/LH	P	0
9090000	DAYTIME RUNNING LAMPS	P	0
9090126	BACKUP ALARM: ELECTRIC	P	4
9090312	BODY BUILDER HARNESS COILED EOF FOR ADDIT. C/I:TAIL,TURN,STOP,MARKER LIGHTS	P	0
9090845	CIRCUIT BREAKERS: TO REPLACE FUSES *DOES NOT APPLY TO ANY 5-AMP FUSE*	P	0
	<b>AIR EQUIPMENT</b>		
9101218	AIR DRYER: BENDIX AD-HF HTD PURAGUARD	P	0
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P	0
9110020	FULL TRUCK KIT	P	15
9140254	Locate air dryer inside RH rail BOC. (Req custom frame L/O code)	P	0
9140288	AIR TANKS CLEAR OF TRANS AREA (Req custom frame L/O code)	P	0
9140328	TRAILER ABS ELECT SUPPLY THRU SAE J560 7 PIN CONNECTOR (PER TMC RP137)	P	0
N9120	CFL A/D:INSIDE RH FRAME RAIL		
N9150	CFL A/T:NO AIR TANKS AFT OF RR		



# TRUCKWORK

N9151	CFL A/T:DRIVEAXLE; NO AIR TANK LH & RH		
N9152	CFL A/T:SIDEOF TRANS; NO ATS BTWN		
N9153	CFL A/T:BOTHRAIL		
	<b>OPTIONAL EXT WTY &amp; PRV MNT</b>		
9200008	BASE WARR: PACCAR PX-9 ENGINE	P	0
	24 MONTHS/250K MI/402,336 KM/6250 HRS		
9200022	BASE WARR: STANDARD SERVICE MED DUTY	P	0
	12 MONTHS/UNLMTD MI & KM		
	<b>VAN BODY AND EQUIPMENT</b>		
9210206	Marketing Fee Adjustment	U	0
9210207	Marketing Fee Adjustment	U	0
	<b>ORDER REVIEWED BY APPLICATIONS TECH:</b>		
9290170	Brad.Timmons@paccar.com	U	0
	740-774-5506		
	<b>SPECIAL EQUIPMENT</b>		
9407001	Prepaid Credit \$50	U	0
9409852	GHG Secondary Manufacturer:	P	0
	Does Not Apply		
9490003	OFF HIGHWAY/SPECIALTY COMPONENT TRUCK	P	0
	ADDITIONAL LEADTIME REQUIRED		
9490206	WARNING TRIANGLE REFLECTOR KIT: 3	P	4
	TRIANGLES IN PLASTIC CASE		
9490404	FIRE EXT: ONE 5# DRY CHEMICAL TYPE	P	11
	MTD OUTBOARD OF DR. SEAT. CLASS ABC.		
N9450	101159-101159 AA 769167EY BRIGHT ORANGE		
N9451	101160-101160 AA L6551EY PHANTOM GRAY		
N9452	101161-101161 AA L0006EY WHITE		
N9453	101162-101163 AA L0001EY BLACK		
N9454	101164-101164 AA L3443EY BAHAMA BLUE		
N9455	101165-101165 AA L0347EY SOVEREIGN BLUE		
N9456	101166-101166 AA L3781EY VIPER RED		
N9457	101159-101159 FR N0001EA BLACK		
N9458	101160-101160 FR N0001EA BLACK		
N9459	101161-101161 FR N0001EA BLACK		
N9460	101162-101163 FR N0001EA BLACK		
N9461	101164-101164 FR N0001EA BLACK		
N9462	101165-101165 FR N0001EA BLACK		
N9463	101166-101166 FR N0001EA BLACK		
N9464	101159-101159 FR N0001EA BLACK		
N9465	101160-101160 FR N0001EA BLACK		
N9466	101161-101161 FR N0001EA BLACK		
N9467	101162-101163 FR N0001EA BLACK		
N9468	101164-101164 FR N0001EA BLACK		
	<b>PROMOTIONS</b>		
	<b>PAINT COLOR NUMBER</b>		
9700000	PAINT COLOR NUMBER(S)	P	0
N9702	A - SEE PAINT NARRATIVES		
N9720	FRAME SEE PAINT NARRATIVES		
	<b>NOTES</b>		
9800001	***NOTE:REQUESTS PRECEDED BY N98XX ARE	U	0
	DISAPPROVED-OAR GRP #425-828-5245		
N9801	6391234 \$100		
N9802	6391234 63912050X BODY CFL		
	<b>PAINT</b>		
9943004	BUMPER UNPAINTED	P	0
9943051	Day Cab Premium Paint	P	0





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams – Director of Public Works  
**DATE** April 15, 2021  
**SUBJECT:** IN THE MATTER OF BID APPROVAL 2021-010PW CAPITAL PAVING -  
CW

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**Request:**

Request for Bid Approval

2021-010PW: Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid

Two Bidders Responded

Murphree Paving	\$3,653,750.00
APAC-MS	\$3,690,250.00

We recommend for lowest and best bid – Murphree Paving

**BID TABULATION**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM**  
**2021 ANNUAL TERM BID - BID No. 2021-010PW**  
**BID DATE: 04/15/2021**

BASE BID				MURPHREE PAVING		APAC-MISSISSIPPI		
	ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	COLD MILLING, ALL DEPTHS	SY	130,000	\$5.75	\$ 747,500.00	\$ 715,000.00	\$5.50	\$ 715,000.00
2	BASE REPAIR COLD MILLING	TON	2,000	\$10.00	\$ 20,000.00	\$ 34,000.00	\$17.00	\$ 34,000.00
3	ASPHALT SURFACE COURSE, 9.5mm MIX	TON	21,500	\$130.00	\$2,795,000.00	\$2,838,000.00	\$132.00	\$2,838,000.00
4	ASPHALT BASE COURSE, 19mm MIX (Patch Repairs)	LF	350	\$175.00	\$ 61,250.00	\$ 54,250.00	\$155.00	\$ 54,250.00
5	4" TEMPORARY TRAFFIC STRIPE, CONT. WHITE	LF	5,000	\$1.00	\$ 5,000.00	\$ 5,000.00	\$1.00	\$ 5,000.00
6	4" TEMPORARY TRAFFIC STRIPE, CONT. YELLOW	LF	5,000	\$1.00	\$ 5,000.00	\$ 5,000.00	\$1.00	\$ 5,000.00
7	GRANULAR SHOULDER MATERIAL, IN PLACE	CY	500	\$40.00	\$ 20,000.00	\$ 39,000.00	\$78.00	\$ 39,000.00
<b>GRAND TOTAL</b>						<b>\$ 3,653,750.00</b>		<b>\$ 3,690,250.00</b>

Prepared By:  **Dabbs Corporation**

**Gregory Companies, LLC DBA Murphree Paving  
1138 D.L. Collums Drive  
Tupelo, MS 38801  
662.844.2331**

**Certificate of Responsibility # 22120-MC  
Expires March 2<sup>nd</sup> 2022**

**City of Tupelo, MS  
Attn: Traci Dillard  
Purchasing Office, City Hall, 1<sup>st</sup> Floor  
71 E. Troy Street  
Tupelo, MS 38804**

**Bid for:  
Tupelo Capital Improvements Mill and Overlay Program – 2021 Annual Bid  
Bid No. 2021-010PW  
Date: 4/15/2021 @ 10:00 AM**

# *Contract Documents*

*Bid No. 2021-010PW*  
**TUPELO CAPITAL IMPROVEMENTS  
MILL & OVERLAY PROGRAM**  
*2021 Annual Bid*

*Prepared:*

**March 2021**

*Prepared for:*

**Department of Public Works  
City of Tupelo, Mississippi**

*Prepared by:*

 **Dabbs Corporation**

1050 N. Eason Blvd.  
Tupelo, MS 38804

**PRIMARY PROJECT LIST**  
**Tupelo Capital Improvements Mill & Overlay Program**  
**2021 Annual Bid**

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
<b>PRIMARY STREET LIST</b>								
1	Brea burn Ln	Beginning	End	310	20	50	76	Mill @ Tie Ins Only
2	St Andrews Cir (Jet out)	Beginning	End	142	15	50	26	Mill @ Tie Ins Only
3	Broadmoor Ln	Beginning	End	305	24	50	89	Mill @ Tie Ins Only; Pre-Leveling may be req'd.
4	Fairway Ln	Beginning	End	264	24	50	77	Mill @ Tie Ins Only
5	Ridgewood Ln	Beginning	End	468	24	50	137	Mill @ Tie Ins Only; Pave apron at end
6	Walnut Ln	Beginning	End	145	20	50	35	Mill @ Tie Ins Only
7	Lakewood Ln	Beginning	End	645	24	50	189	Mill @ Tie Ins Only; Pre-Leveling may be req'd.
8	Cypress Ln	Beginning	End	215	22	50	58	Mill @ Tie Ins Only
9	Winged Foot Rd	Beginning	End	267	22	50	72	Mill @ Tie Ins Only; Pre-Leveling may be req'd.
10	Briarwood Ln	Beginning	End	540	22	50	145	Mill @ Tie Ins Only
11	Poplar Ln	Beginning	End	168	20	50	41	Mill @ Tie Ins Only
12	Elmwood Ln	Beginning	End	689	22	50	185	Mill @ Tie Ins Only
13	Mt Vernon Rd	Beginning	End	4350	23	50	1223	Mill @ Tie Ins Only; Pre-Leveling may be req'd.
14	Rook Rd	W. Main St.	N. Gloster St.	1000	20	50	244	Mill @ Tie Ins Only
15	N Gun Club Rd	W. Jackson St.	Gun Club Rd.	3000	25	450	917	Mill Tie Ins & F.W. mill C&G sect; M/F digout areas (400 sy)
16	Cressant St	W. Main St.	N. Gloster St.	790	28	2458	270	Full width Mill & Overlay
17	Bartlett Ln	S. Green St	Hwy 45 ROW	298	32	1060	117	Full width Mill & Overlay
18	Lambard Dr	Beginning	End	2640	27	7920	871	Full width Mill & Overlay; Mill to gutter & overlay 1.5"
19	Vassar Dr	Beginning	End	810	30	2700	297	Full width Mill & Overlay; Mill to gutter & overlay 1.5"
20	James Dr	Beginning	End	810	30	2700	297	Full width Mill & Overlay; Mill to gutter & overlay 1.5"
21	Lar-Eli-Do Dr	Beginning	End	810	30	2700	297	Full width Mill & Overlay; Mill to gutter & overlay 1.5"
22	Trice St	Beginning	End	835	18	1670	184	Full width Mill & Overlay

**PRIMARY PROJECT LIST**  
**Tupelo Capital Improvements Mill & Overlay Program**  
**2021 Annual Bid**

No.	STREET NAME	B. O. P.	E. O. P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
23	Osborne St	Beginning	End	880	21	2053	226	Full width Mill & Overlay
24	Valley View Dr	Beginning	End	880	30	2933	323	Full width Mill & Overlay
25	Valley View Cir	Beginning	End	260	28	809	89	Full width Mill & Overlay
26	William Dr	Beginning	End	1820	30	6067	667	Full width Mill & Overlay
27	Kathryn Cir	Beginning	End	190	24	507	56	Full width Mill & Overlay
28	Hinton Cir	Beginning	End	150	28	467	51	Full width Mill & Overlay
29	Shady Wood	Beginning	End	582	28	1811	199	Full width Mill & Overlay
30	Bobwhite	Beginning	End	2720	28	8462	931	Full width Mill & Overlay
31	Pinecrest Dr	Beginning	End	2450	30	8167	898	Full width Mill & Overlay
32	Hillcrest Dr	Beginning	End	1000	35	3889	428	Full width Mill & Overlay
33	Overdale Dr	Beginning	End	367	22	897	99	Full width Mill & Overlay
34	Greenview Dr	Beginning	End	850	26	2456	270	Full width Mill & Overlay
35	N Commerce St	Beginning	End	2470	24	6587	725	Full width Mill & Overlay to red corner marker
36	Old Humane Society Rd	Beginning	End	600	24	50	176	Mill @ Tie Ins Only
37	N Feemster Lake RD (P)	Bridge	Eason Blvd.	1550	24	100	455	Mill @ Tie Ins Only, including existing bridges
38	Morganwood Rd (P)	City Limits	Seam	540	22	100	145	Mill @ Tie Ins Only, including existing bridges
39	Priscilla Ln	Beginning	End	1200	22	50	323	Mill @ Tie In at Eason Blvd.
40	Tyler Willis Ln	Beginning	End	2000	22	50	538	Mill @ Tie Ins Only
41	Auston St	Beginning	End	2100	22	250	565	Mill @ Tie Ins Only; M/F digout areas (approx. 200 sy)
42	Ethan Cv	Beginning	End	315	21	250	81	Overlay Only; M/F digout areas (approx. 250 sy)
43	Seth St	Beginning	End	800	22	50	215	Mill @ Tie Ins Only
44	McKenna Cv	Beginning	End	1000	22	0	269	Overlay Only
45	Bentley Ave	Beginning	End	1100	22	50	296	Mill @ Tie Ins Only

**PRIMARY PROJECT LIST**  
**Tupelo Capital Improvements Mill & Overlay Program**  
**2021 Annual Bid**

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
46	Wayside St	Beginning	End	1215	21	2835	312	Full width Mill & Overlay
47	Charleston Garden Dr	Beginning	End	2100	28	6533	719	Full width Mill & Overlay
48	Charleston Blvd (P)	C.G. Dr.	Market St.	1580	28	4916	541	Full width Mill & Overlay
49	Market St (P)	Charleston Blvd.	C.G. Dr.	752	28	2340	257	Full width Mill & Overlay
50	Whitmore Ln	Beginning	End	500	28	1556	171	Full width Mill & Overlay
51	Traceland Dr (P)	Big Lots P.L.	Dead End	721	24	2400	211	Full Width M/O; M/F digout areas (approx. 450 sy)
52	Pete St	Beginning	End	300	29	1050	106	Full Width M/O M/F digout areas (approx. 50 sy)
53	Saddle Creek Dr	Beginning	End	320	32	1138	125	Full width Mill & Overlay; stop shy of Main St.
54	Dogwood Dr (P)	Springlake Dr.	Honeysuckle Dr.	1000	30	3333	367	Full width Mill & Overlay; intersection to seam
55	Teakwood	Beginning	End	884	32	3400	346	Full Width M/O; M/F digout areas (approx. 200 sy)
56	Mahogany Dr	Jackson St.	Teakwood	1187	32	4220	464	Full width Mill & Overlay
57	Sourwood	Beginning	End	550	32	2350	215	Full Width M/O; M/F digout areas (approx. 350 sy)
58	Evelyn St	Beginning	End	1875	28	5833	642	Full width Mill & Overlay
59	Wilemon St	Beginning	End	330	28	1027	113	Full width Mill & Overlay
60	Parkwood Dr	Beginning	End	910	24	2427	267	Full width Mill & Overlay
61	Woodmere Cir	Beginning	End	300	24	800	88	Full width Mill & Overlay
62	Wood Dale Dr	Beginning	End	300	24	800	88	Full width Mill & Overlay
63	Woodglen Dr	Beginning	End	300	24	850	88	Full width M/O; M/F digout areas (app. 100 sy)
64	S Green St (P)	Gloster St.	Mitchell Rd.	2500	32	8889	978	Full width Mill & Overlay
65	S Green St (P)	Shell St.	Dead End	2500	24	6667	733	Full width Mill & Overlay; Shell to seam at cul de sac

NOTES: Based on funding, schedule, Owner preference, etc., streets may be added to or removed from the Project List as directed by the Owner. All streets included on the project list, including revisions, shall be completed by the Contractor as part of the Contract; All milling & overlay areas shall be coordinated with Engineer prior to execution by the Contractor. Areas for milling & overlay may be adjusted in the field as required or preferred by the Owner and/or Engineer.

END OF SECTION

**PROPOSAL**

Proposal of Gregory Companies LLC dba Murphree Paving (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a limited liability company, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the 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 developed 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 or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **120** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of **\$200.00** for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of **\$200.00** for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER	DATE
<u>Addendum 1</u>	<u>3-31-21</u>
<u>Addendum 2</u>	<u>4-12-21</u>

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.



**ADDENDUM #1**

**City of Tupelo, Mississippi  
Tupelo Capital Improvements  
Mill & Overlay Program - 2021 Annual Bid  
Bid No. 2021-010PW**

**March 31, 2021**

The Contract Documents, Plans and Specifications shall be amended/clarified as set forth herein below:

1. Add the word "Mandatory" following the word "A" and before "Pre-Bid" in the second sentence of the third paragraph of *Section A – Advertisement*. It shall be required that each Bidder send at least one representative to the Pre-Bid Conference to be held on Tuesday, April 6, 2021 as instructed in the Advertisement for this project.
2. Add the following item to the end of *Section B – Information for Bidders* of the Contract Documents:
  16. **Pre-Bid Meeting:** A Pre-Bid Conference will be held at 10:00 AM local time on Tuesday, April 6, 2021 at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. It shall be MANDATORY for each Bidder to have a minimum of one (1) representative at this meeting in order to be eligible to submit a bid for this project. This representative shall be an Owner of the company and/or shall be the Project Manager or Project Superintendent that will be assigned to this project for each prospective bidder. Failure to meet these conditions shall prohibit the Bidder from submitting an eligible bid and, thus, such bids shall not be accepted by the Owner.

Bidders shall acknowledge receipt of this addendum on Page D-1 of the Proposal Form.

(s/b) Dustin D. Dabbs  
Dustin D. Dabbs, P.E.  
Project Manager

**ADDENDUM #2**

**City of Tupelo, Mississippi  
Tupelo Capital Improvements  
Mill & Overlay Program - 2021 Annual Bid  
Bid No. 2021-010PW**

**April 12, 2021**

The Contract Documents, Plans and Specifications shall be amended/clarified as set forth herein below:

1. Remove *Section C – General Conditions of Work (pp. C-1 through C-8)* in its entirety and replace with the attached **Section C – General Conditions of Work (pp. C-1 through C-9)**, including the Primary Project List.
2. Remove the *Bid Form (Sheet D-4)* from Section D – Proposal and replace with the attached **Bid Form (Sheet D-4)**.

Bidders shall acknowledge receipt of this addendum on Page D-1 of the Proposal Form.

(s/b) Dustin D. Dabbs  
Dustin D. Dabbs, P.E.  
Project Manager

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

Bidder further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the Contract Documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

The Owner's Representative is **Dabbs Corporation, 1050 N. Eason Blvd., Tupelo, Mississippi, 38804.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. Owner reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and bidder hereby agrees to accept such Change Orders.

**(SEE FOLLOWING SHEET FOR BID ITEMS)**

**SECTION D - BID FORM**  
**TUPELO PUBLIC WORKS BID NO. 2021-010PW**  
**TUPELO CAPITAL IMPROVEMENTS**  
**MILL & OVERLAY PROGRAM - 2021 ANNUAL BID**  
**MARCH, 2021**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling, All Depths	SY	130,000	\$5.75	\$747,500.00
2	Base Repair Cold Milling	SY	2,000	\$10.00	\$20,000.00
3	Asphalt Surface Course, 9.5 mm Mix	TON	21,500	\$130.00	\$2,795,000.00
4	Asphalt Base Course, 19 mm Mix (Short Run Patch Repairs)	TON	350	\$175.00	\$61,250.00
5	4" Temporary Traffic Stripe, Cont. White	LF	5,000	\$1.00	\$5,000.00
6	4" Temporary Traffic Stripe, Cont. Yellow	LF	5,000	\$1.00	\$5,000.00
7	Granular Shoulder Material, In Place	CY	500	\$40.00	\$20,000.00
<b>BASE BID TOTAL</b>					<b>\$3,653,750.00</b>

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY FINAL QUANTITIES, BUT ARE ESTIMATED FOR PROPOSED STREETS.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT, OR DECEMBER 31, 2021 IF NECESSARY. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: Gregory Companies LLC dba Murphree Paving  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Harrison Gregory, president  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: 1138 D.L. Collums Dr.  
Tupelo, MS 38801

PHONE NUMBER: 662-844-2331

**LIMITED LIABILITY COMPANY CERTIFICATE**  
(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned Harrison Gregory, hereby certify that I am the Manager of \_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that Harrison Gregory who executed the Proposal on behalf of the Company is sole member/president of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: Harrison Gregory

Title: sole member/president

Signature: [Handwritten Signature]

Date: 4/14/2021

Name: Rebecca Hayes

Signature: [Handwritten Signature]

Notary Public in and for the

County of Lee

State of Mississippi



(Notarial Seal)

My Commission Expires: Jan. 12, 2025

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF Lee

I, Harrison Gregory  
(name of person signing affidavit)

individually, and in my capacity as president  
(title)

of Gregory Companies LLC dba Murphree Paving  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Gregory Companies LLC dba Murphree Paving, Bidder on the **Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Handwritten Signature]

Title president

(SEAL)  
Sworn before me this 14<sup>th</sup> day of April, 2021.

My commission expires Jan. 12, 2025 Rebecca Hayes Notary Public



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, Harrison Gregory  
(name of person signing affidavit)

individually, and in my capacity as president  
(title)

of Gregory Companies LLC dba Murphree Paving  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Gregory Companies LLC dba Murphree Paving, Bidder on the **Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Handwritten Signature]

Title president

(SEAL)  
Sworn before me this 14<sup>th</sup> day of April, 2021.

My commission expires Jan. 12, 2025 Rebecca Hayes Notary Public



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**



**SECTION E – BIDDER’S AGREEMENT**

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that Gregory Companies LLC dba Murphree Paving  
(Name of Contractor)

1138 D.L. Collums Dr., Tupelo, MS 38801  
(Address of Contractor)

a limited liability company hereinafter called "Contractor".  
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included on the Proposal form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the 15<sup>th</sup> day of April, 2021, the condition of the above obligation is such that whereas the Contractor has submitted to the **City of TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

Gregory Companies LLC dba Murphree Paving  
CONTRACTOR NAME

Harrison Gregory  
CONTRACTOR SIGNATURE

president  
CONTRACTOR TITLE

Rebecca Hayes  
WITNESSED BY: Rebecca Hayes

**CONTRACT**

THIS AGREEMENT, made this the 12 day of May, 2021, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and Gregory Companies LLC dba Murphree Paving, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of **TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM – 2021 ANNUAL BID** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the Project within 120 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 3,653,750.00 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
  - (a) This Agreement
  - (b) Advertisement for Bids
  - (c) Instruction to Bidders
  - (d) General Conditions of Work
  - (e) Signed Copy of Proposal Form and Bidder's Certificate
  - (f) Executed Bidder's Agreement

- (g) Executed Non-Collusion Form and Compliance Statements
- (h) Executed Performance & Payment Bond
- (i) Technical Specifications
- (j) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **JANUARY, 2021.**
- (k) ADDENDA:  
No. 1 Dated 3-31-21 and No. 2 Dated 4-12-21.
- (l) All federal government conditions, specifications, regulations and requirements bound herein.

6. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:

- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
- B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.

- C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The Contractor agrees to allow the Owner or a duly authorized representatives thereof, access to books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical access to records clause into all subcontracts.
9. The Contractor shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:
- (\$ 24,932.00 ) twenty-four thousand & nine hundred thirty-two dollars
- (not less than one hundred percent of Contract amount)

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

City of Tupelo, Mississippi

BY: [Signature]  
NAME: Jason L. Shelton  
TITLE: Mayor

ATTEST:

BY: [Signature]  
NAME: Kim Hanna  
TITLE: City Clerk

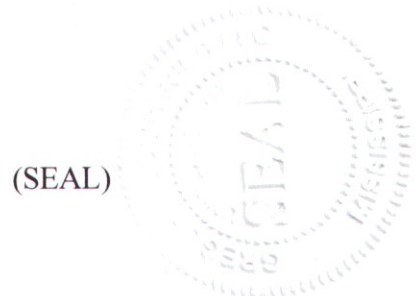


Contractor  
Gregory Companies LLC dba Murphree Paving

BY: [Signature]  
NAME: Harrison Gregory  
Title: president

ATTEST:

BY: [Signature]  
NAME: Rebecca Hayes  
TITLE: CFO



END OF SECTION

F-4

APPENDIX S

**SECTION G**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR Bid No. 2021-010PW Capital Improvements Mill and Overlay Program

LOCATED IN THE COUNTY OF Lee

STATE OF MISSISSIPPI,

Know all men by these presents: that we, Gregory Companies, LLC dba Murphree Paving  
 ( Contractor )

( hereinafter "Principal" ), a limited liability corporation

residing at 1138 D.L. Collums Drive, Tupelo in the State of Mississippi

and Western Surety Company  
 ( Surety )

residing at 151 North Franklin Street, Chicago in the State of Illinois

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and

firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

three million, six hundred fifty-three thousand, seven hundred fifty and no/100

( \$ 3,653,750 ) Dollars, lawful money of the United States of

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs,

administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract

with the OWNER, bearing the date of \_\_\_\_\_ day of \_\_\_\_\_ A.D.

hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said

contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the

G-1

APPENDIX S

OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Gregory Companies, LLC dba Murphree Paving  
(Contractors) Principal

Western Surety Company  
Surety

By [Signature]

By [Signature]  
(Signature) Attorney in Fact

Address: P.O. Box 1139  
Jackson, MS 39215

Title president  
(Contractor's Seal)

Gus Ford Mosby  
(Printed) Mississippi Agent

[Signature]  
(Signature) Mississippi Agent

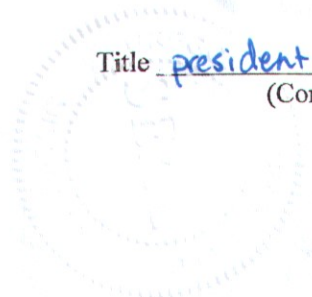
Address: P.O. Box 1139  
Jackson, MS 39215

(Surety Seal)

10136376  
Mississippi Insurance ID Number

END OF SECTION  
G-2

APPENDIX S



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Amy W Smith, Dudley Dewitt Wooley, David W Carlisle, James Riley Winchester, George Bailey Menetre, Gus Ford Mosby, Makila Mandisa Burks, Peter John Markow III, Blake Javier Martinez, Fielden William Mitts IV, Michael Alden Addison, Individually**

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

### - In Unlimited Amounts -

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

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

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of November, 2019.



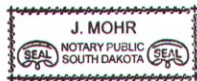
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of November, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of April, 2021.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary





## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** April 15, 2021

**SUBJECT:** IN THE MATTER OF BID APPROVAL – TPD PARKING LOT – 2021-011PW  
- CW

---

**Request:**

Request for bid approval –

BID No. 2021-011PW  
PARKING LOT PAVING & STRIPING IMPROVEMENTS  
TUPELO POLICE DEPARTMENT

Three bidders responded –

Tri-Lakes Asphalt	\$134,625.00
Murphree Paving	\$151,325.00
APAC-MS	\$211,950.00

We recommend the lowest and best bid be awarded to Tri-Lakes Asphalt.

<b>BID TABULATION</b> <b>CITY OF TUPELO, MISSISSIPPI</b> <b>PARKING LOT PAVING &amp; STRIPING IMPROVEMENTS - TUPELO POLICE DEPARTMENT</b> <b>PUBLIC WORKS BID No. 2021-011PW</b> <b>BID DATE: 04/15/2021</b>										
BASE BID ITEM NO.	DESCRIPTION	UNIT	QNTY.	TRI-LAKES ASPHALT		MURPHREE PAVING		APAC-MISSISSIPPI		
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
1	MOBILIZATION	LS	1	\$2,500.00	\$ 2,500.00	\$1,500.00	\$ 1,500.00	\$35,000.00	\$ 35,000.00	
2	ASPHALT SURFACE COURSE, 9.5mm MIX	TON	375	\$125.00	\$ 46,875.00	\$148.00	\$ 55,500.00	\$170.00	\$ 63,750.00	
3	ASPHALT BINDER COURSE, 12.5mm MIX	TON	495	\$115.00	\$ 56,925.00	\$145.00	\$ 71,775.00	\$170.00	\$ 84,150.00	
4	CRUSHED STONE SUB-BASE MATERIAL	TON	350	\$55.00	\$ 19,250.00	\$55.00	\$ 19,250.00	\$50.00	\$ 17,500.00	
5	4" TEMPORARY TRAFFIC STRIPE, CONT. WHITE	LF	3,300	\$2.75	\$ 9,075.00	\$1.00	\$ 3,300.00	\$3.50	\$ 11,550.00	
<b>GRAND TOTAL</b>					<b>\$ 134,625.00</b>		<b>\$ 151,325.00</b>		<b>\$ 211,950.00</b>	

Prepared By:  Dabbs Corporation

TRI-LAKES ASPHALT, LLC  
1903 UNIVERSITY AVENUE, SUITE 3  
OXFORD, MS 38655

CERTIFICATE OF RESPONSIBILITY  
NO. 22719-MC

**Bid for BID NO. 2021-011PW: Parking Lot Paving & Striping Improvements-  
Tupelo Police Department**

Submitted to City of Tupelo  
Attn: Traci Dillard  
Office of City Clerk  
71 East Troy Street  
Tupelo, MS 38804

**SECTION D - BID FORM**  
**TUPELO PUBLIC WORKS BID NO. 2021-011PW**  
**PARKING LOT PAVING & STRIPING IMPROVEMENTS**  
**TUPELO POLICE DEPARTMENT**  
**MARCH, 2021**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Mobilization	LS	1	2,500. <sup>00</sup>	2,500. <sup>00</sup>
2	Asphalt Surface Course, 9.5 mm Mix	TON	375	125. <sup>00</sup>	46,875. <sup>00</sup>
3	Asphalt Binder Course, 12.5 mm Mix	TON	495	115. <sup>00</sup>	56,925. <sup>00</sup>
4	Crushed Stone Sub-Base Material	TON	350	55. <sup>00</sup>	19,250. <sup>00</sup>
5	4" Traffic Stripe, Cont. White Paint	LF	3,300	2.75	9,075. <sup>00</sup>
<b>BASE BID TOTAL</b>					<b>\$134,625.<sup>00</sup></b>

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: TRI-LAKES ASPHALT, LLC  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Joe Christman Member  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: 1903 UNIVERSITY AVENUE, STE. 3  
OXFORD, MS 38655

PHONE NUMBER: (662) 234-4129

SECTION E – BIDDER’S AGREEMENT

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that TRI-LAKES ASPHALT, LLC  
(Name of Contractor)

1903 UNIVERSITY AVENUE, STE. 3 OXFORD, MS 38655  
(Address of Contractor)

a LIMITED LIABILITY COMPANY hereinafter called "Contractor",  
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included on the Proposal form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the 14<sup>th</sup> day of APRIL, 2021, the condition of the above obligation is such that whereas the Contractor has submitted to the **City of TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the "**Parking Lot Paving & Striping Improvements – Tupelo Police Department**" Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

Joe Christman  
CONTRACTOR NAME

Joe Christman  
CONTRACTOR SIGNATURE

Member  
CONTRACTOR TITLE

Loahne [Signature]  
WITNESSED BY:



AIA Document A310

# Bid Bond

**KNOW ALL MEN BY THESE PRESENTS, that Tri-Lakes Asphalt, LLC  
PO Box 1041, Oxford, MS 38655**

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

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

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

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

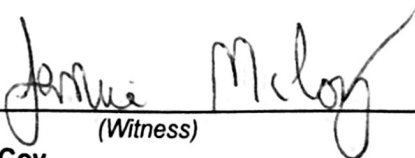
WHEREAS, the Principal has submitted a bid for **Parking Lot Paving & Striping Improvements for  
Tupelo Police Department – Bid No. 2021-011 PW**

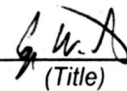
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

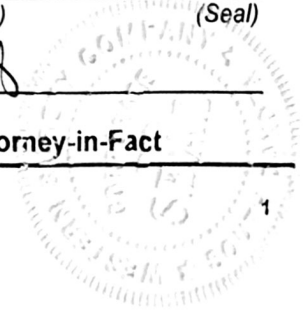
Signed and sealed this **15th** day of **April**, **2021**.

  
\_\_\_\_\_  
(Witness)

**Tri-Lakes Asphalt, LLC**   
\_\_\_\_\_  
(Principal) (Seal)  
**Member**  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)  
**Janice McCoy**

**Western Surety Company**  
\_\_\_\_\_  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title)  
**Cooper W. Permenter, Attorney-in-Fact**



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of April, 2016.

WESTERN SURETY COMPANY

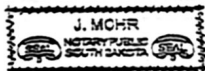


Paul T. Brufat  
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 5th day of April, 2016, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of April, 2021.

WESTERN SURETY COMPANY



L. Nelson  
L. Nelson, Assistant Secretary



## CONTRACT

THIS AGREEMENT, made this the 12 day of May, 2021, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and Tri-Lakes Asphalt, LLC, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of **PARKING LOT PAVING & STRIPING IMPROVEMENTS – TUPELO POLICE DEPARTMENT** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the Project within 30 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 134,625.<sup>00</sup> or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
  - (a) This Agreement
  - (b) Advertisement for Bids
  - (c) Instruction to Bidders
  - (d) General Conditions of Work
  - (e) Signed Copy of Proposal Form and Bidder's Certificate
  - (f) Executed Bidder's Agreement



- (g) Executed Non-Collusion Form and Compliance Statements
- (h) Executed Performance & Payment Bond
- (i) Technical Specifications
- (j) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **MARCH, 2021**.
- (k) ADDENDA:  
No. \_\_\_ Dated \_\_\_\_\_ and No. \_\_\_ Dated \_\_\_\_\_.
- (l) All federal government conditions, specifications, regulations and requirements bound herein.

6. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:

- A. **LIQUIDATED DAMAGES - CONTRACTOR** shall pay to **OWNER** for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$ 200.00 as liquidated damages. The **CONTRACTOR** shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the **OWNER's** losses are due to the **CONTRACTOR's** delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
- B. **INDEMNIFICATION** - In addition to payment of the above liquidated damages, **CONTRACTOR** s shall fully indemnify and hold harmless the **OWNER**, the **ENGINEER** and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. **RIGHT OF SET-OFF** - The **OWNER**, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the

CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The Contractor agrees to allow the Owner or a duly authorized representatives thereof, access to books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical access to records clause into all subcontracts.
9. The Contractor shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:  
(\$ 134,625.<sup>00</sup> ) One Hundred Thirty Four Thousand Six Hundred  
(not less than one hundred percent of Contract amount) Twenty five \$ 9.00-
11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

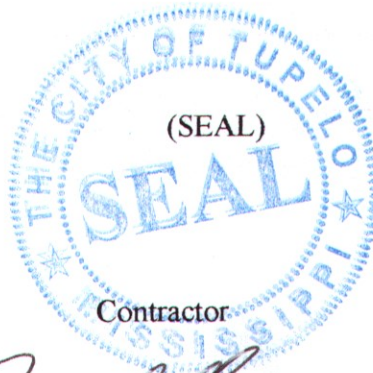
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

City of Tupelo, Mississippi

BY: [Signature]  
NAME: Jason L. Shelton  
TITLE: Mayor

ATTEST:

BY: [Signature]  
NAME: Kim Hanna  
TITLE: City Clerk



BY: [Signature]  
NAME: JOE CHRISTMAN  
Title: Member

ATTEST:

BY: [Signature]  
NAME: Leah M. Christman  
TITLE: manager





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/22/2021

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

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

<b>PRODUCER</b> Hub International Mid-South 1207 Office Park Drive Suite B Oxford, MS 38655	<b>CONTACT NAME:</b> Ashley Murray <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> ashley.murray@hubinternational.com														
<b>INSURED</b> Southwide Construction, Inc. Heritage Builders, LLC Tri-Lakes Asphalt, LLC PO Box 1041 Oxford, MS 38655	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>United Fire &amp; Casualty</b></td> <td><b>13021</b></td> </tr> <tr> <td>INSURER B : <b>Builders Mutual Insurance Company</b></td> <td><b>10844</b></td> </tr> <tr> <td>INSURER C : <b>Mid-Continent Casualty Company</b></td> <td><b>23418</b></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>United Fire &amp; Casualty</b>	<b>13021</b>	INSURER B : <b>Builders Mutual Insurance Company</b>	<b>10844</b>	INSURER C : <b>Mid-Continent Casualty Company</b>	<b>23418</b>	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		<input checked="" type="checkbox"/>	60392418	5/3/2020	5/3/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			60392418	5/3/2020	5/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			60392418	5/3/2020	5/3/2021	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCP102108208	9/1/2020	9/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Owners &amp; Contractors</b>		<input checked="" type="checkbox"/>	04OCP002000710	4/22/2021	4/22/2022	<b>Aggregate</b> \$ <b>2,000,000</b>
A	<b>Installation</b>			60392418	5/3/2020	5/3/2021	<b>Any One Jobsite</b> \$ <b>100,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Parking Lot Paving & Striping Improvements - Tupelo Police Department;  
 Certificate Holder as Owner and Engineer are Additional Insureds for General Liability and Owners & Contractors Protective Liability with respect to insured's work as required by contract.

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

**SECTION G**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR Parking Lot Paving & Striping Improvements - Tupelo Police Department

LOCATED IN THE COUNTY OF Lee

STATE OF MISSISSIPPI,

Know all men by these presents: that we, Tri-Lakes Asphalt, LLC  
 ( Contractor )

( hereinafter "Principal" ), a Limited Liability Company

residing at 1903 University Ave., Suite 3, Oxford in the State of MS

and Western Surety Company  
 ( Surety )

residing at Chicago, IL in the State of SD

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and

firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

One Hundred Thirty Four Thousand Six Hundred Twenty Five & 00/100

( \$ 134,625.00 ) Dollars, lawful money of the United States of

America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs,

administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract

with the OWNER, bearing the date of \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said

contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the

G-1

APPENDIX U

OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Tri-Lakes Asphalt, LLC  
(Contractors) Principal

Western Surety Company  
Surety

By [Signature]

By [Signature]  
(Signature) Attorney in Fact  
Cooper W. Permenter

Address: PO Box 381708

Memphis, TN 38183-17108

Title Member  
(Contractor's Seal)

Cooper W. Permenter

(Printed) Mississippi Agent

[Signature]  
(Signature) Mississippi Agent

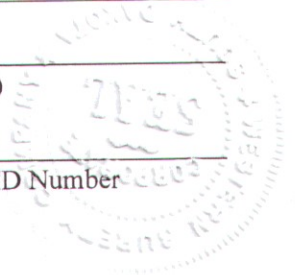
Address: 509 Fazio Drive Extd.

Oxford, MS 38655

(Surety Seal)

10149093

Mississippi Insurance ID Number



END OF SECTION  
G-2

APPENDIX U

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

**- In Unlimited Amounts -**

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of April, 2019.

WESTERN SURETY COMPANY



*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of April, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

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



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



Tupelo Convention & Visitors Bureau Board Meeting  
Monday, April 5, 2021

The Tupelo Convention & Visitors Bureau met Monday, April 5, 2021, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Stephanie Browning, Louis Britton, Chauncey Godwin, Stephanie Browning, Steven Blaylock, and Gwendolyn Hudson. Tupelo CVB staff members present were Jennie Bradford Curlee, Brian Rucker, and Stephanie Moody-Coomer. Kim Hanna and Nettie Davis represented the City of Tupelo.

Neal McCoy called the meeting to order at 2:03 p.m.

Stephanie Browning moved and Chauncey Godwin seconded approval of the agenda. All voting aye, the motion carried.

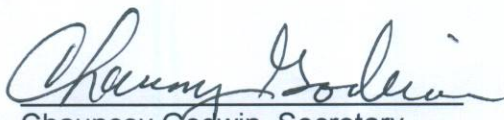
Stephanie Browning moved for approval of the minutes from the board meeting held in March, 2021. Louis Britton seconded approval of the minutes. All voting aye, the motion carried.


Kim Hanna presented the financial report.

Brian Rucker, Jennie Bradford Curlee and Stephanie Moody-Coomer presented staff reports.

The meeting adjourned at 2:43 p.m.

Submitted by:

  
Chauncey Godwin, Secretary

  
Neal McCoy, Executive Director





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE** April 13, 2021  
**SUBJECT:** IN THE MATTER OF BID AWARD 2021-007WL **JT**

---

**Request:**

We recommend award of the attached bid:

**Bid No. 2021-007WL** – Southwest Substation to Northwest Substation 46 kV Pole Change-Out to the low qualified bid submitted by Groves Electric Services in the amount of \$740,642.35 as recommended by Allen & Hoshall Engineers.

Please let me know if you have any questions.



April 05, 2021

Mr. Johnny Timmons, General Manager  
**Tupelo Water & Light**  
 320 North Front Street  
 Tupelo, MS 38804

**Subject: Labor, Material, and Equipment Bid 2021-007WL  
 Tupelo Water & Light (TW&L)  
 Southwest Sub to Northwest Sub 46kV Line Pole Change-Out  
 Tupelo, MS**

Dear Mr. Timmons:

After evaluation of the bids received, April 1, 2021, Allen & Hoshall recommends that TW&L accept the bid received from **Groves Electrical Services** in the amount of **\$740,652.35**. This bid amount includes Authorized Contract Amendments of \$30,000.00.

Bid summary is as follows:

Weaver Electric, Inc.	<u>\$ 780,151.95</u>
Grays Power Supply, LLC	<u>\$ 813,404.75</u>
Service Electric Company	<u>\$ 805,165.00</u>
<b>William E. Groves, dba Groves Electric Services</b>	<b><u>\$ 740,642.35</u></b>
Killen Contractors	<u>\$ 951,189.70</u>

If there are any questions, please contact us.

Sincerely,

**ALLEN & HOSHALL**

Bobby Davidson  
[bdauidson@allenhoshall.com](mailto:bdauidson@allenhoshall.com)

Cc: Scott Burleson, Allen & Hoshall  
 Patricia Robertson, Allen & Hoshall  
 Bobby Davidson, Allen & Hoshall

# THE CINCINNATI INSURANCE COMPANY

## Bid Bond

**CONTRACTOR** (Name, legal status and address):

William E. Groves Construction, Inc. dba Groves  
Electrical Services  
3135 Grapevine Rd, Madisonville KY 42431

**SURETY** (Name, legal status and principal place of business):

**THE CINCINNATI INSURANCE COMPANY**  
**6200 S. GILMORE ROAD**  
**FAIRFIELD, OHIO 45014-5141**

**OWNER** (Name, legal status and address):

City of Tupelo, Tupelo Water & Light  
333 Court ST  
Tupelo, MS 38804

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

**BOND AMOUNT:**

5 % of the amount bid

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

Southwest to Northwest Sub 46kv Pole Change-out

Project Number, if any:


2021-007-WL Job #81848

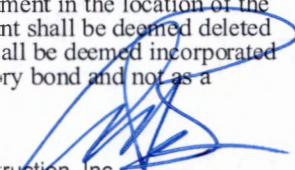
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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


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

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

Signed and sealed this 26th day of March, 2021

  
\_\_\_\_\_  
(Witness)

Williams E. Groves Construction, Inc  
dba Groves Electrical Services  
\_\_\_\_\_  
(Principal)  (Seal)  
Vice President  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness)

**THE CINCINNATI INSURANCE COMPANY**  
\_\_\_\_\_  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title)  
Joseph Drew Wells Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Chelsey W. Riddle, Jr.; Jimmy L. Riddle; Barret H. McGaw; John Thomas Riddle; Joseph Drew Wells; Terri L. Hack and/or Daniel Logan McGary

of Madisonville, Kentucky its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 19th day of December, 2018.



THE CINCINNATI INSURANCE COMPANY

Stephen A. Ventre

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 19th day of December, 2018, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Keith Collett

KEITH COLLETT, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 21st day of March 2021



Signature of Secretary/Assistant Secretary

**DOCUMENT 00300R1  
BID FORM**

Project Identification: **Southwest to Northwest Sub 46kV Pole Change-Out**  
Contract Identification: **2021-007WL**

This Bid is Submitted to (Name and Address of Owner):

Traci Dillard  
City Hall  
Post Office Box 1485/38802  
71 East Troy Street/38804  
Tupelo, Mississippi

This Bid is Submitted from (Contractor):

William E. Groves Construction, Inc. dba Groves Electrical Services  
3135 Grapevine Rd  
Madisonville, KY 42431

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged, if no addenda received, insert "None"):

Number	Date
<u>#1</u>	<u>03/06/2021</u>
<u>#2</u>	<u>03/17/2021</u>
<u>#3</u>	<u>03/24/2021</u>

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any

manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph 4.2 of the GENERAL CONDITIONS of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the GENERAL CONDITIONS.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

## **BID SUMMARY**

- 4. **UNIT PRICE BID** - The BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):
- 5. **INSERT BID UNIT ITEMS FOLLOWING THIS PAGE (CONSIST OF 6 PAGES)**

(a) Excel File "304Bid Form.xlsx" is provided to fill in bid prices.

Please see attached.

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N 60-HIS	1	EA	\$ 831.96	\$ 5,900.00	6,731.96
N 65-HIS	18	EA	\$ 1,500.00	\$ 6,350.00	141,300.00
N 70-HIS	12	EA	\$ 1,600.00	\$ 6,600.00	98,400.00
N 75-HIS	6	EA	\$ 1,800.00	\$ 6,800.00	51,600.00
N 80-HIS	1	EA	\$ 1,950.00	\$ 6,950.00	8,900.00
N A1.011 (M5-5)	39	EA	\$ 87.00	\$ 14.34	3,952.28
N A1.4NX FG	1	EA	\$ 87.00	\$ 85.73	172.73
N A5.2 (A5-2)	2	EA	\$ 188.46	\$ 80.03	536.98
N A5.21 (A7)	2	EA	\$ 188.46	\$ 432.15	1,241.21
N B5.21 (B7)	1	EA	\$ 401.47	\$ 467.03	868.50
N C1.41L (C9-3)	3	EA	\$ 580.00	\$ 358.88	2,816.64
N C1.41LU	24	EA	\$ 580.00	\$ 343.05	22,153.08
N C1.41LX	7	EA	\$ 580.00	\$ 325.97	6,341.77
N C2.52L (C9-2)	8	EA	\$ 580.00	\$ 641.60	9,772.77
N C5.21L	6	EA	\$ 915.00	\$ 527.55	8,655.31
N C5.21LX	5	EA	\$ 915.00	\$ 508.63	7,118.17
N C6.31L	2	EA	\$ 2,200.00	\$ 825.00	6,050.00
N E1.1L (E1-3)	44	EA	\$ 95.00	\$ 93.39	8,289.23



UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N E1.3L	4	EA	\$ 150.23	\$ 93.39	974.49
N E1.4 (E2-2)	22	EA	\$ 120.00	\$ 90.63	4,633.89
N E3-10	27	EA	\$ 10.00	\$ 4.31	386.44
N F2.12 (F1-4S)	18	EA	112.00	96.00	3,744.04
N TA-2H	10	EA	114.38	271.43	3,858.15
N G1.4	5	EA	205.00	202.58	2,037.92
N G2.1 (G210-)	3	EA	489.00	775.77	3,794.30
N T10-CONV	4	EA	305.00	-	1,220.00
N T15-CONV	1	EA	305.00	-	305.00
N T25-CONV	4	EA	460.00	-	1,840.00
N T37.5-CONV	2	EA	460.00	-	920.00
N H1.1 (M2-11)	38	EA	35.00	58.25	3,543.41
N J2.1 (J10)	18	EA	35.00	12.37	852.73
N J1.1 (J8)	14	EA	35.00	17.62	736.65
N UM5-1	3	EA	850.00	225.00	3,225.00
N K1.1 (K14C)	9	EA	35.00	12.37	426.37
N K1.2 (K11C)	2	EA	35.00	12.85	95.69
N M26-5F	9	EA	215.00	6.18	1,990.58

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N M26-5S	24	EA	200.00	6.18	4,948.21
N M5-23	75	EA	115.00	28.74	10,780.39
N P1.01 (M5-6)	1	EA	95.00	90.00	185.00
N Q1.1 (M8)	2	EA	775.00	265.00	2,080.00
N S1.01 (M5-9)	10	EA	115.00	138.87	2,538.74
N S2.3LTS	2	EA	380.00	1,750.00	4,260.00
N Y3.4	2	EA	3,000.00	1,650.00	9,300.00
N SWITCHED CAPACITORS W/MOUNT	2	EA	4,000.00	<del>-</del>	8,000.00
NTX TP-1	31	EA	1,300.00	1,878.24	98,525.36
NTX TP-2	2	EA	1,500.00	1,878.24	6,756.48
NTX TS-3GA	1	EA	1,800.00	1,400.31	3,200.31
NTX TS-5G	4	EA	4,500.00	3,800.00	33,200.00
N FDE	10	EA	450.00	55.75	5,057.50
N FTA	24	EA	200.00	47.86	5,948.64
N TRAFFIC CONTROL	1	LS	7,500.00		7,500.00
<b>Total Installation</b>					<b>621,765.89</b>

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R 60-2W	1	EA	\$ 582.00		582.00
R 65-2W	18	EA	\$ 582.00		10,476.00
R 70-1W	2	EA	\$ 636.00		1,272.00
R 70-2W	10	EA	\$ 636.00		6,360.00
R 75-2W	6	EA	\$ 850.00		5,100.00
R 80-1W	1	EA	\$ 850.00		850.00
R A1.011 (M5-5)	39	EA	\$ 34.80		1,357.20
R A1.4NX FG	1	EA	\$ 34.80		34.80
R A5.2 (A5-2)	2	EA	\$ 75.38		150.76
R A5.21 (A7)	2	EA	\$ 75.38		150.76
R B5.21 (B7)	1	EA	\$ 164.00		164.00
R C1.41L (C9-3)	3	EA	\$ 218.60		655.80
R C1.41LU	24	EA	\$ 218.60		5,246.40
R C1.41LX	7	EA	\$ 218.60		1,530.20
R C2.52L (C9-2)	8	EA	\$ 218.60		1,748.80
R C5.21L	7	EA	\$ 218.60		1,530.20
R C5.21LX	5	EA	\$ 218.60		1,093.00
R C6.31L	2	EA	\$ 550.00		1,100.00
R E1.1L (E1-3)	45	EA	\$ 41.80		1,881.00
R E1.3L	4	EA	\$ 44.39		177.56

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R E1.4 (E2-2)	23	EA	\$ 60.00		1,380.00
R E3-10	13	EA	\$ 6.00		78.00
R F2.10 (F1-3S)	13	EA	\$ 25.00		325.00
R F2.12 (F1-4S)	10	EA	25.00		250.00
R F2.6 (F1-1S)	1	EA	25.00		25.00
R F2.8 (F1-2S)	1	EA	25.00		25.00
R TA-2H	10	EA	25.00		250.00
R G1.4	5	EA	71.75		358.75
R G2.1 (G210-)	3	EA	171.15		513.45
R T10-CONV	4	EA	106.75		427.00
R T15-CONV	1	EA	106.75		106.75
R T25-CONV	4	EA	161.00		644.00
R T37.5-CONV	2	EA	161.00		322.00
R H1.1 (M2-11)	37	EA	20.00		740.00
R J2.1 (J10)	18	EA	16.00		288.00
R J1.1 (J8)	14	EA	16.00		224.00
R UM5-1	3	EA	200.00		600.00
R K1.1 (K14C)	9	EA	15.00		135.00
R K1.2 (K11C)	3	EA	15.00		45.00
R M26-5F	9	EA	101.75		915.75

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R M26-55	24	EA	101.75		2,442.00
R M5-23	73	EA	7.06		515.38
R P1.01 (M5-6)	1	EA	40.00		40.00
R Q1.1 (M8)	2	EA	220.00		440.00
R S1.01 (M5-9)	10	EA	40.00		400.00
R S2.3LTS	2	EA	150.00		300.00
R Y3.4	2	EA	950.00		1,900.00
R SWITCHED CAPACITORS W/MOUNT	2	EA	1,800.00		3,600.00
RTX TP-1	31	EA	365.00		11,315.00
RTX TP-2	2	EA	365.00		730.00
RTX TS-3GA	1	EA	425.00		425.00
RTX TS-5G	4	EA	1,800.00		7,200.00
R FDE	10	EA	136.57		1,365.70
R FTA	24	EA	368.75		8,850.00
R LIGHT BEACON	1	EA	250.00		250.00
<b>Total Removal</b>					<b>88,886.26</b>

SUMMARY	EXT. LAB & MAT
Installation	621,765.89
Removal	88,886.26
<b>UNIT BID PRICE BASE BID</b>	<b>710,652.15</b>
Authorized Contract Ammendments	\$ 30,000.00
<b>TOTAL BID PRICE</b>	<b>\$ 740,652.15</b>

SUMMARY			EXT. LAB & MAT
Installation			\$621,765.89
Removal			\$88,886.26
<b>UNIT BID PRICE BASE BID</b>			<b>\$710,652.15</b>
Authorized Contract Ammendments			\$ 30,000.00
<b>TOTAL BID PRICE</b>			<b>\$ 740,652.15</b>

**AUTHORIZED CONTRACT AMENDMENTS**

(See Document 00700 - GENERAL CONDITIONS,  
Document 00800 - SUPPLEMENTARY CONDITIONS,  
and Section 01021 - CASH ALLOWANCES for  
description of ACA.)

Thirty-Thousand Dollars Zero cents (\$30,000.00).

**TOTAL BID PRICE**

(Total of Total Unit Bid Prices (Base and Alternate) and Authorized Contract Amendments)

Seven Hundred Ten Thousand Six Hundred Fifty-Two Dollars 15/100 cents (\$ 710,652.15 ).

Unit Prices have been computed in accordance with paragraph 11.7 of the General Conditions.  
BIDDER acknowledges that quantities are not guaranteed and final payment will be based on  
actual quantities determined as provided in the Contract Documents.

**6. SUBCONTRACTORS LIST**

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
None		

7. Bidder agrees that the Work in **Base Bid** will be substantially complete on or before **November 19, 2021** and completed and ready for final payment in accordance with paragraph 14.8 of the GENERAL CONDITIONS on or before **December 17, 2021**.
8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
9. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of



5% of the Bid.

- (b) Bidder's Qualification Statement, Document 00420. (Include in Separate Envelope)
- (c) Drug-Free Workplace Affidavit, Document 00482.
- (d) Equal Opportunity Provisions, Document 00820.
- (e) Copies of Contractor's and Subcontractor's License Certificates, "Certificate of Responsibility".

10. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

Principal Contact: Heath Mackey

Alternate Contact: \_\_\_\_\_

Phone Number: 270-825-1437

Fax: 270-825-1485

Mail Address: PO Box 1205

Madisonville, KY 42431

Street Address: 3135 Grapevine Rd

Madisonville, KY 42431

11. The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions will have the meanings assigned to them in the GENERAL CONDITIONS or Instructions.

Submitted on April 1, 2021.

State Contractor License No. 11847-MC.

If Bidder is:

**An Individual**

\_\_\_\_\_  
(Individual's Signature) (SEAL)

\_\_\_\_\_  
(Individual's Name - Print/Type)

doing business as: \_\_\_\_\_

031721

81848

Business address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 \_\_\_\_\_

**A Partnership**

\_\_\_\_\_ (SEAL)  
 (Firm Name)  
 \_\_\_\_\_  
 (Signature of General Partner)  
 \_\_\_\_\_  
 (Print/Type)

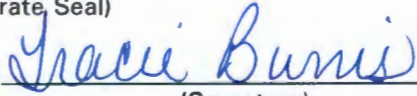
Business address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone No.: \_\_\_\_\_  
 \_\_\_\_\_

**A Corporation**

William E. Groves Construction, Inc. dba Groves Electrical Services  
 (Corporation Name)

By:  Title: Vice President  
 (Signature of person authorized to sign)

Andy Bachman, PE  
 (Print/Type name of person authorized to sign)

(Corporate Seal)  
 Attest:   
 (Secretary)

KY  
 (State of incorporation)

Business address: 3135 Grapevine Rd  
Madisonville, KY 42431  
 Phone No.: 270-825-1437

**A Joint Venture**

\_\_\_\_\_

\_\_\_\_\_  
(Joint Venture) (SEAL)

By: \_\_\_\_\_  
(Signature of Joint Venturer)

By: \_\_\_\_\_  
(Signature of Joint Venturer)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

**ADDENDUM NO. 1****BID 2021-007WL****SPECIFICATIONS AND CONTRACT DOCUMENTS****LABOR AND MATERIAL  
FOR  
SOUTHWEST TO NORTHWEST SUB 46KV POLE CHANGE-OUT****TUPELO WATER & LIGHT****LABOR & MATERIAL****MARCH 06, 2021**

This addendum forms a part of the Contract Documents and modifies the original specifications, dated February 26, 2021 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

**Item No. 1:** **Document 00021: INVITATION TO BIDDERS:** Changed the following sentences, "A pre-bid conference for this project will be held. Attendance is not mandatory. 'Instructions to Bidders' contains information concerning pre-bid conference and qualifications to bidders.", to read, "A pre-bid conference for this project will NOT be held. 'Instructions to Bidders' contains information concerning qualifications of bidders."

**Item No. 2:** Included the following framing plates:

1. TA-2H (Power Screw Anchor)
2. FDE (Fiber Dead End)
3. FTA (Fiber Trunnion Assembly)

**Notes of clarification:**

1. All new "F2.XX" section screw anchors to be installed shall be rated for 12,000 pounds (F2.12), in place of F2.06, F2.08, and F2.10 anchors as shown on plans.
2. TA-2H anchors shall use 7' extensions with twin-eye adapters and have a minimum loading capacity of 20,000 lbs. Additional extensions may be used if anchor does not torque to proper specifications.
3. Line tension switch shall be rated for 600A continuous current with porcelain type insulators.
4. Fiber trunnions FTA and dead ends FDE may be reused with new hardware. Replace FTA elastomer insert if brittle or missing.
5. All three phase circuits consist of 336 ACSR primary with a 4/0 neutral conductor.

By: \_\_\_\_\_

Bidder: \_\_\_\_\_

*Steve Mackley*  
*Groux Electrical Services*

Date: \_\_\_\_\_

*3/19/21*

**ADDENDUM NO. 2****BID 2021-007WL****SPECIFICATIONS AND CONTRACT DOCUMENTS****LABOR AND MATERIAL  
FOR  
SOUTHWEST TO NORTHWEST SUB 46KV POLE CHANGE-OUT****TUPELO WATER & LIGHT****LABOR & MATERIAL****MARCH 17, 2021**

This addendum forms a part of the Contract Documents and modifies the original specifications, dated February 26, 2021 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

**Item No. 1: TW&L SW-NW 46kV Pole Replacement (PLAN SHEETS):** Made the following changes:

1. Added changeout pole "N-50" (formerly "E-50"), located on sheet EU1.07.
2. Updated all single take off lists to show all new, to-be-installed, anchor assembly units as F2.12 assemblies. (Sheets EU1.02-15)
3. Updated total take off list on sheet EU1.01 to reflect changes made above.
4. Renamed file to read: "TW&L SW-NW 46kV Pole Replacement r1.pdf"

**Item No. 2: Document 00300R1: BID FORM:** Updated unit bid item list to reflect changes described above in Item No. 1. Changed bid item sheet quantity from "7" to "6".

**Item No. 3: 304 Bid Form 2021-007Wlr1.xlsx:** Updated excel sheet (formerly named "304 Bid Form 2021-007W.xlsx" to include the changes described in Item No. 1 above.

By: \_\_\_\_\_



Bidder: \_\_\_\_\_



Date: \_\_\_\_\_



**ADDENDUM NO. 3**  
**BID 2021-007WL**  
**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**LABOR AND MATERIAL**  
**FOR**  
**SOUTHWEST TO NORTHWEST SUB 46KV POLE CHANGE-OUT**  
**TUPELO WATER & LIGHT**  
**LABOR & MATERIAL**  
**MARCH 24, 2021**

This addendum forms a part of the Contract Documents and modifies the original specifications, dated February 26, 2021 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

**Item No. 1:** **304 Bid Form 2021-007Wlr2.xlsx:** Fixed errors in the document that prevented all items from being calculated in the total labor and material price for install and remove sheets. The sheet now works as intended. Listing "J4.1 (J12)" was changed to read "J1.1 (J8)", and its description was changed from "SECONDARY ASSEMBLIES – (DEADEND, MISC) (TRANSFORMER BRACKET)" to read "SECONDARY ASSEMBLIES – (SMALL ANGLE)"

**Item No. 2:** Included the following framing plates:

1. J1.1 (Secondary Assembly – Small Angle)
2. J1.2 (Secondary Assembly – Small Angle)

**Notes of clarification:**

1. J4.1 assembly called out on plans is the incorrect assembly. Instead of a J4.1, use a J1.1 or J1.2. (Framing details for J1.1 and J1.2 are included in this addendum.)
2. **Use 10' crossarms on all poles.** No 8' crossarms shall be installed on new poles.

By: \_\_\_\_\_

Bidder: \_\_\_\_\_

*Groves Electrical Services*

Date: \_\_\_\_\_

*3/25/21*



— ELECTRICAL SERVICES —

3/29/2021

Traci Dillard  
Tupelo Water and Light  
71 East Troy St  
Tupelo, MS 38804

RE: Southwest to Northwest Substation 46kV Pole Change Out (2021-007WL) Project

Dear Traci:

We are pleased to provide our proposal for the above-referenced project. Enclosed you will find all required bid documents. Please find below our clarifications and exceptions.

#### CLARIFICATIONS/EXCEPTIONS

1. Steel pole delivery is estimated at 15 weeks after pole drawing approval. Groves Electrical Services will be able to commence work once the poles and all required materials have been delivered and inspected. Idle time awaiting material delivery will extend the schedule 1 for 1.
2. Any loss or delay of time due to TW&L's requirement of access to the 46kV circuit due to inclement weather, etc., will extend the schedule by the amount of time lost.
3. Rain days will extend the schedule 1 for 1.

We appreciate the opportunity to provide this proposal. If there are any questions, please do not hesitate to call us at 270-825-1437 at any time.

Sincerely,

*Tommy Baker*  
Groves Electrical Services  
Estimator/Project Manager

**DOCUMENT 00300R1  
BID FORM**

Project Identification: Southwest to Northwest Sub 46kV Pole Change-Out  
Contract Identification: 2021-007WL

This Bid is Submitted to (Name and Address of Owner):

Traci Dillard  
City Hall  
Post Office Box 1485/38802  
71 East Troy Street/38804  
Tupelo, Mississippi

This Bid is Submitted from (Contractor):

William E. Groves Construction, Inc. dba Groves Electrical Services  
3135 Grapevine Rd  
Madisonville, KY 42431

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
  - (a) Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged, if no addenda received, insert "None"):

Number	Date
<u>#1</u>	<u>03/06/2021</u>
<u>#2</u>	<u>03/17/2021</u>
<u>#3</u>	<u>03/24/2021</u>

- (b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any



manner may affect cost, progress, performance or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the GENERAL CONDITIONS, and accepts the determination set forth in paragraph 4.2 of the GENERAL CONDITIONS of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the GENERAL CONDITIONS; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the GENERAL CONDITIONS.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Architect/Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

## **BID SUMMARY**

- 4. **UNIT PRICE BID** - The BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):
- 5. **INSERT BID UNIT ITEMS FOLLOWING THIS PAGE (CONSIST OF 6 PAGES)**

(a) Excel File "304Bid Form.xlsx" is provided to fill in bid prices.

Please see attached.

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N 60-H1S	1	EA	\$ 831.96	\$ 5,900.00	6,731.96
N 65-H1S	18	EA	\$ 1,500.00	\$ 6,350.00	141,300.00
N 70-H1S	12	EA	\$ 1,600.00	\$ 6,600.00	98,400.00
N 75-H1S	6	EA	\$ 1,800.00	\$ 6,800.00	51,600.00
N 80-H1S	1	EA	\$ 1,950.00	\$ 6,950.00	8,900.00
N A1.011 (M5-5)	39	EA	\$ 87.00	\$ 14.34	3,952.28
N A1.4NX FG	1	EA	\$ 87.00	\$ 85.73	172.73
N A5.2 (A5-2)	2	EA	\$ 188.46	\$ 80.03	536.98
N A5.21 (A7)	2	EA	\$ 188.46	\$ 432.15	1,241.21
N B5.21 (B7)	1	EA	\$ 401.47	\$ 467.03	868.50
N C1.41L (C9-3)	3	EA	\$ 580.00	\$ 358.88	2,816.64
N C1.41LU	24	EA	\$ 580.00	\$ 343.05	22,153.08
N C1.41LX	7	EA	\$ 580.00	\$ 325.97	6,341.77
N C2.52L (C9-2)	8	EA	\$ 580.00	\$ 641.60	9,772.77
N C5.21L	6	EA	\$ 915.00	\$ 527.55	8,655.31
N C5.21LX	5	EA	\$ 915.00	\$ 508.63	7,118.17
N C6.31L	2	EA	\$ 2,200.00	\$ 825.00	6,050.00
N E1.1L (E1-3)	44	EA	\$ 95.00	\$ 93.39	8,289.23

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N E1.3L	4	EA	\$ 150.23	\$ 93.39	974.49
N E1.4 (E2-2)	22	EA	\$ 120.00	\$ 90.63	4,633.89
N E3-10	27	EA	\$ 10.00	\$ 4.31	386.44
N F2.12 (F1-4S)	18	EA	112.00	96.00	3,744.04
N TA-2H	10	EA	114.38	271.43	3,858.15
N G1.4	5	EA	205.00	202.58	2,037.92
N G2.1 (G210-)	3	EA	489.00	775.77	3,794.30
N T10-CONV	4	EA	305.00	-	1,220.00
N T15-CONV	1	EA	305.00	-	305.00
N T25-CONV	4	EA	460.00	-	1,840.00
N T37.5-CONV	2	EA	460.00	-	920.00
N H1.1 (M2-11)	38	EA	35.00	58.25	3,543.41
N J2.1 (J10)	18	EA	35.00	12.37	852.73
N J1.1 (J8)	14	EA	35.00	17.62	736.65
N UM5-1	3	EA	850.00	225.00	3,225.00
N K1.1 (K14C)	9	EA	35.00	12.37	426.37
N K1.2 (K11C)	2	EA	35.00	12.85	95.69
N M26-5F	9	EA	215.00	6.18	1,990.58

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
N M26-5S	24	EA	200.00	6.18	4,948.21
N M5-23	75	EA	115.00	28.74	10,780.39
N P1.01 (M5-6)	1	EA	95.00	90.00	185.00
N Q1.1 (M8)	2	EA	775.00	265.00	2,080.00
N S1.01 (M5-9)	10	EA	115.00	138.87	2,538.74
N S2.3LTS	2	EA	380.00	1,750.00	4,260.00
N Y3.4	2	EA	3,000.00	1,650.00	9,300.00
N SWITCHED CAPACITORS W/MOUNT	2	EA	4,000.00	<del>-</del>	8,000.00
NTX TP-1	31	EA	1,300.00	1,878.24	98,525.36
NTX TP-2	2	EA	1,500.00	1,878.24	6,756.48
NTX TS-3GA	1	EA	1,800.00	1,400.31	3,200.31
NTX TS-5G	4	EA	4,500.00	3,800.00	33,200.00
N FDE	10	EA	450.00	55.75	5,057.50
N FTA	24	EA	200.00	47.86	5,948.64
N TRAFFIC CONTROL	1	LS	7,500.00		7,500.00
<b>Total Installation</b>					<b>621,765.89</b>

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R 60-2W	1	EA	\$ 582.00		582.00
R 65-2W	18	EA	\$ 582.00		10,476.00
R 70-1W	2	EA	\$ 636.00		1,272.00
R 70-2W	10	EA	\$ 636.00		6,360.00
R 75-2W	6	EA	\$ 850.00		5,100.00
R 80-1W	1	EA	\$ 850.00		850.00
R A1.011 (M5-5)	39	EA	\$ 34.80		1,357.20
R A1.4NX FG	1	EA	\$ 34.80		34.80
R A5.2 (A5-2)	2	EA	\$ 75.38		150.76
R A5.21 (A7)	2	EA	\$ 75.38		150.76
R B5.21 (B7)	1	EA	\$ 164.00		164.00
R C1.41L (C9-3)	3	EA	\$ 218.60		655.80
R C1.41Lly	24	EA	\$ 218.60		5,246.40
R C1.41LX	7	EA	\$ 218.60		1,530.20
R C2.52L (C9-2)	8	EA	\$ 218.60		1,748.80
R C5.21L	7	EA	\$ 218.60		1,530.20
R C5.21LX	5	EA	\$ 218.60		1,093.00
R C6.31L	2	EA	\$ 550.00		1,100.00
R E1.1L (E1-3)	45	EA	\$ 41.80		1,881.00
R E1.3L	4	EA	\$ 44.39		177.56

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R E1.4 (E2-2)	23	EA \$	60.00		1,380.00
R E3-10	13	EA \$	6.00		78.00
R F2.10 (F1-3S)	13	EA \$	25.00		325.00
R F2.12 (F1-4S)	10	EA	25.00		250.00
R F2.6 (F1-1S)	1	EA	25.00		25.00
R F2.8 (F1-2S)	1	EA	25.00		25.00
R TA-2H	10	EA	25.00		250.00
R G1.4	5	EA	71.75		358.75
R G2.1 (G210-)	3	EA	171.15		513.45
R T10-CONV	4	EA	106.75		427.00
R T15-CONV	1	EA	106.75		106.75
R T25-CONV	4	EA	161.00		644.00
R T37.5-CONV	2	EA	161.00		322.00
R H1.1 (M2-11)	37	EA	20.00		740.00
R J2.1 (J10)	18	EA	16.00		288.00
R J1.1 (J8)	14	EA	16.00		224.00
R UM5-1	3	EA	200.00		600.00
R K1.1 (K14C)	9	EA	15.00		135.00
R K1.2 (K11C)	3	EA	15.00		45.00
R M26-5F	9	EA	101.75		915.75

UNIT	QTY	MEAS	LABOR	MATERIAL	EXT LAB & MAT
R M26-55	24	EA	101.75		2,442.00
R M5-23	73	EA	7.06		515.38
R P1.01 (M5-6)	1	EA	40.00		40.00
R Q1.1 (M8)	2	EA	220.00		440.00
R S1.01 (M5-9)	10	EA	40.00		400.00
R S2.3LTS	2	EA	150.00		300.00
R Y3.4	2	EA	950.00		1,900.00
R SWITCHED CAPACITORS W/MOUNT	2	EA	1,800.00		3,600.00
RTX TP-1	31	EA	365.00		11,315.00
RTX TP-2	2	EA	365.00		730.00
RTX TS-3GA	1	EA	425.00		425.00
RTX TS-5G	4	EA	1,800.00		7,200.00
R FDE	10	EA	136.57		1,365.70
R FTA	24	EA	368.75		8,850.00
R LIGHT BEACON	1	EA	250.00		250.00
<b>Total Removal</b>					<b>88,886.26</b>



**SUMMARY**

**EXT. LAB & MAT**

Installation			621,765.89
Removal			88,886.26
<b>UNIT BID PRICE BASE BID</b>			<b>710,652.15</b>
Authorized Contract Ammendments			\$ 30,000.00
<b>TOTAL BID PRICE</b>			<b>\$ 740,652.15</b>

SUMMARY			EXT. LAB & MAT
Installation			\$621,765.89
Removal			\$88,886.26
<b>UNIT BID PRICE BASE BID</b>			<b>\$710,652.15</b>
Authorized Contract Ammendments			\$ 30,000.00
<b>TOTAL BID PRICE</b>			<b>\$ 740,652.15</b>

**AUTHORIZED CONTRACT AMENDMENTS**

(See Document 00700 - GENERAL CONDITIONS, Document 00800 - SUPPLEMENTARY CONDITIONS, and Section 01021 - CASH ALLOWANCES for description of ACA.)

Thirty-Thousand Dollars Zero cents (\$30,000.00).

**TOTAL BID PRICE**

(Total of Total Unit Bid Prices (Base and Alternate) and Authorized Contract Amendments)

Seven Hundred Ten Thousand Six Hundred Fifty-Two Dollars 15/100 cents (\$ 710,652.15 \_\_\_\_\_).

Unit Prices have been computed in accordance with paragraph 11.7 of the General Conditions. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

**6. SUBCONTRACTORS LIST**

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
None		

- 7. Bidder agrees that the Work in **Base Bid** will be substantially complete on or before **November 19, 2021** and completed and ready for final payment in accordance with paragraph 14.8 of the GENERAL CONDITIONS on or before **December 17, 2021**.
- 8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- 9. The following documents are attached to and made a condition of this Bid:
  - (a) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of \_\_\_\_\_

5% of the Bid.

- (b) Bidder's Qualification Statement, Document 00420. (Include in Separate Envelope)
- (c) Drug-Free Workplace Affidavit, Document 00482.
- (d) Equal Opportunity Provisions, Document 00820.
- (e) Copies of Contractor's and Subcontractor's License Certificates, "Certificate of Responsibility".

10. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

Principal Contact: Heath Mackey

Alternate Contact: \_\_\_\_\_

Phone Number: 270-825-1437

Fax: 270-825-1485

Mail Address: PO Box 1205

Madisonville, KY 42431

Street Address: 3135 Grapevine Rd

Madisonville, KY 42431

11. The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions will have the meanings assigned to them in the GENERAL CONDITIONS or Instructions.

Submitted on April 1, 2021.

State Contractor License No. 11847-MC.

If Bidder is:

**An Individual**

\_\_\_\_\_  
(Individual's Signature) (SEAL)

\_\_\_\_\_  
(Individual's Name - Print/Type)

doing business as: \_\_\_\_\_

031721

81848

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

\_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(Signature of General Partner)

\_\_\_\_\_  
(Print/Type)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Corporation**

William E. Groves Construction, Inc. dba Groves Electrical Services  
(Corporation Name)

By: [Signature] Title: Vice President  
(Signature of person authorized to sign)

Andy Bachman, PE  
(Print/Type name of person authorized to sign)

(Corporate Seal)

Attest: [Signature]  
(Secretary)

KY  
(State of incorporation)

Business address: 3135 Grapevine Rd

Madisonville, KY 42431

Phone No.: 270-825-1437

**A Joint Venture**

031721

81848

\_\_\_\_\_  
(Joint Venture) (SEAL)

By: \_\_\_\_\_  
(Signature of Joint Venturer)

By: \_\_\_\_\_  
(Signature of Joint Venturer)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT

**ADDENDUM NO. 1****BID 2021-007WL****SPECIFICATIONS AND CONTRACT DOCUMENTS****LABOR AND MATERIAL  
FOR****SOUTHWEST TO NORTHWEST SUB 46KV POLE CHANGE-OUT****TUPELO WATER & LIGHT****LABOR & MATERIAL****MARCH 06, 2021**

This addendum forms a part of the Contract Documents and modifies the original specifications, dated February 26, 2021 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

**Item No. 1:** **Document 00021: INVITATION TO BIDDERS:** Changed the following sentences, "A pre-bid conference for this project will be held. Attendance is not mandatory. 'Instructions to Bidders' contains information concerning pre-bid conference and qualifications to bidders.", to read, "A pre-bid conference for this project will NOT be held. 'Instructions to Bidders' contains information concerning qualifications of bidders."

**Item No. 2:** Included the following framing plates:

1. TA-2H (Power Screw Anchor)
2. FDE (Fiber Dead End)
3. FTA (Fiber Trunnion Assembly)

**Notes of clarification:**

1. All new "F2.XX" section screw anchors to be installed shall be rated for 12,000 pounds (F2.12), in place of F2.06, F2.08, and F2.10 anchors as shown on plans.
2. TA-2H anchors shall use 7' extensions with twin-eye adapters and have a minimum loading capacity of 20,000 lbs. Additional extensions may be used if anchor does not torque to proper specifications.
3. Line tension switch shall be rated for 600A continuous current with porcelain type insulators.
4. Fiber trunnions FTA and dead ends FDE may be reused with new hardware. Replace FTA elastomer insert if brittle or missing.
5. All three phase circuits consist of 336 ACSR primary with a 4/0 neutral conductor.

By:



Bidder:

Graux Electrical Services

Date:

3/19/21

**ADDENDUM NO. 2****BID 2021-007WL****SPECIFICATIONS AND CONTRACT DOCUMENTS****LABOR AND MATERIAL  
FOR  
SOUTHWEST TO NORTHWEST SUB 46KV POLE CHANGE-OUT****TUPELO WATER & LIGHT****LABOR & MATERIAL****MARCH 17, 2021**

This addendum forms a part of the Contract Documents and modifies the original specifications, dated February 26, 2021 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

**Item No. 1: TW&L SW-NW 46kV Pole Replacement (PLAN SHEETS):** Made the following changes:

1. Added changeout pole "N-50" (formerly "E-50"), located on sheet EU1.07.
2. Updated all single take off lists to show all new, to-be-installed, anchor assembly units as F2.12 assemblies. (Sheets EU1.02-15)
3. Updated total take off list on sheet EU1.01 to reflect changes made above.
4. Renamed file to read: "TW&L SW-NW 46kV Pole Replacement r1.pdf"

**Item No. 2: Document 00300R1: BID FORM:** Updated unit bid item list to reflect changes described above in Item No. 1. Changed bid item sheet quantity from "7" to "6".

**Item No. 3: 304 Bid Form 2021-007Wlr1.xlsx:** Updated excel sheet (formerly named "304 Bid Form 2021-007W.xlsx" to include the changes described in Item No. 1 above.

By: 

Bidder: Groves Electrical Services Date: 3/19/21



**ADDENDUM NO. 3****BID 2021-007WL****SPECIFICATIONS AND CONTRACT DOCUMENTS****LABOR AND MATERIAL  
FOR  
SOUTHWEST TO NORTHWEST SUB 46KV POLE CHANGE-OUT****TUPELO WATER & LIGHT****LABOR & MATERIAL****MARCH 24, 2021**

This addendum forms a part of the Contract Documents and modifies the original specifications, dated February 26, 2021 noted below. Acknowledge receipt of this Addendum by signing below and attaching to the Bid Documents. Failure to do so may subject bidder to disqualification.

**Item No. 1:** 304 Bid Form 2021-007WLR2.xlsx: Fixed errors in the document that prevented all items from being calculated in the total labor and material price for install and remove sheets. The sheet now works as intended. Listing "J4.1 (J12)" was changed to read "J1.1 (J8)", and its description was changed from "SECONDARY ASSEMBLIES – (DEADEND, MISC) (TRANSFORMER BRACKET)" to read "SECONDARY ASSEMBLIES – (SMALL ANGLE)"

**Item No. 2:** Included the following framing plates:

1. J1.1 (Secondary Assembly – Small Angle)
2. J1.2 (Secondary Assembly – Small Angle)

**Notes of clarification:**

1. J4.1 assembly called out on plans is the incorrect assembly. Instead of a J4.1, use a J1.1 or J1.2. (Framing details for J1.1 and J1.2 are included in this addendum.)
2. **Use 10' crossarms on all poles.** No 8' crossarms shall be installed on new poles.

By: Bidder: Crowe Electrical ServicesDate: 3/25/21



— ELECTRICAL SERVICES —

3/29/2021

Traci Dillard  
Tupelo Water and Light  
71 East Troy St  
Tupelo, MS 38804

RE: Southwest to Northwest Substation 46kV Pole Change Out (2021-007WL) Project

Dear Traci:

We are pleased to provide our proposal for the above-referenced project. Enclosed you will find all required bid documents. Please find below our clarifications and exceptions.

#### CLARIFICATIONS/EXCEPTIONS

1. Steel pole delivery is estimated at 15 weeks after pole drawing approval. Groves Electrical Services will be able to commence work once the poles and all required materials have been delivered and inspected. Idle time awaiting material delivery will extend the schedule 1 for 1.
2. Any loss or delay of time due to TW&L's requirement of access to the 46kV circuit due to inclement weather, etc., will extend the schedule by the amount of time lost.
3. Rain days will extend the schedule 1 for 1.

We appreciate the opportunity to provide this proposal. If there are any questions, please do not hesitate to call us at 270-825-1437 at any time.

Sincerely,

*Tommy Baker*  
Groves Electrical Services  
Estimator/Project Manager

**DOCUMENT 00482 MS**  
**DRUG-FREE WORKPLACE AFFIDAVIT**  
(must be attached to bid form upon submission)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

DRUG-FREE WORKPLACE AFFIDAVIT  
OF PRIME BIDDER

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for William E. Groves Construction, Inc. dba Groves Electrical Services; (insert name and address of bidding entity)
2. That the bidding entity has submitted a bid to City of Tupelo, Water & Light Dept, #2021-007WL (insert name of city, dept, project No.) for the construction of Southwest to Northwest Sub 46kV Line Pole Change-Out; (insert name of project)
3. That the bidding entity employs no less than five (5) employees;
4. That Affiant certifies that the bidding entity has in effect, at the time of submission of its bid to perform the construction referred to above, a drug-free workplace program that complies with Miss. Code Ann. §71-7-1 through 71-7-33 (Rev. 1995);
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

\_\_\_\_\_  
AFFIANT (Andy Bachman, PE - Vice President)

SUBSCRIBED AND SWORN TO before me this 30<sup>th</sup> day of March, 2021.

Gracie Burns KYNP8816  
NOTARY PUBLIC

My commission expires: 06/11/2024

**SECTION 00820  
EQUAL OPPORTUNITY PROVISIONS**

The Bidder represents that:

It has , does not have , 100 or more employees, and if it has, that

It has , has not , furnished the Equal Employment Opportunity - Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

The penalty for making false statements is prescribed in 18. U.S.C. 1001.

EQUAL OPPORTUNITY CLAUSE. During the performance of this contract, the Bidder agrees as follows:

- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post, in conspicuous places available to

employees and applicants for employment, notices to be provided setting forth the provision of this Equal Opportunity Clause.

- (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Bidder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Bidder's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Bidder may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.

END OF SECTION

**DOCUMENT 00420**  
**BIDDERS QUALIFICATION STATEMENT**  
for  
**Southwest to Northwest 46kV Pole Change-Out, Bid-2021-007WL.**

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization William E. Groves Construction, Inc. dba Grove Electrical Services  
Name of Individual \_\_\_\_\_  
Title \_\_\_\_\_  
Address 3135 Grapevine Rd  
Madisonville, KY 42431  
Telephone 270-825-1437  
Email Address \_\_\_\_\_

**BUSINESS ORGANIZATION INFORMATION:**

Check one:     Corporation         Partnership         Joint Venture         Sole Proprietorship

**If Corporation:**

a. Date and State of Incorporation

01/04/1972 \_\_\_\_\_

b. List of Executive Officers

Name	Title
<u>William J. Groves</u>	<u>President</u>
<u>Robert Groves, Danny Sharber, Andy Bachman</u>	<u>Vice President</u>
<u>Janet Sharber</u>	<u>Secretary/Treasurer</u>

**If Partnership:**

a. Date and State of Organization

\_\_\_\_\_

b. Name of Current General Partners

\_\_\_\_\_  
\_\_\_\_\_

c. Type of Partnership:

General        Publicly Traded        Limited        Other (describe):

**If Joint Venture:**

a. Date and State of Organization

\_\_\_\_\_

b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk\*)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**If Sole Proprietorship:**

a. Date and State of Organization

\_\_\_\_\_

b. Name and Address of Owner or Owners

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL BUSINESS INFORMATION:**

1. Name of Surety Company and name, address, and phone number of agent.

Surety Company: Cincinnati Insurance Company

Agent: Ches Riddle, Jr. Riddle Insurance, 245 S. Main St. Madisonville, KY 42431

Phone: 270-821-3122

2. What is your approximate total bonding capacity?

- \$500,000 to \$2,000,000       \$2,000,000 to \$5,000,000
- \$5,000,000 to \$10,000,000       \$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in I.R.C. Sec 1563?    Yes       No

If yes, show names and addresses of affiliated companies

\_\_\_\_\_  
\_\_\_\_\_

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

Please see attached Safety Program.

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Independence Bank  
 Address PO Box 988  
Owensboro, KY 42301  
 Account Manager Kent Mills  
 Telephone 270-824-1476

**GENERAL PROJECT INFORMATION:**

6. Value of Electric Utility Work completed during the last calendar year \$ 43,000,000.00
7. Value of all Work completed for the last calendar year \$ 43,000,000.00
8. Attach a Schedule A listing major Electric Utility projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Utility Work.
9. Attach a Schedule B listing current Electric Utility projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?  
 Yes  No   
 If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?  
 Yes  No
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?  
 Yes  No   
 If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:


CE64457 (KY) and 11847-MC (MS)



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I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By:   
Andy Bachman, PE

Title: Vice President

Dated: 3/30/2021

END of DOCUMENT



**SCHEDULE A / SCHEDULE B**

HARRISON COUNTY REMC	\$263,983.20		
HARRISON COUNTY REMC	\$331,294.00		
HARRISON COUNTY REMC	\$116,686.40	Justin Swarens	812-738-4115
JACKSON PURCHASE ENERGY CORP.	\$49,900.00		
JACKSON PURCHASE ENERGY CORP.	\$25,366.00		
JACKSON PURCHASE ENERGY CORP.	\$32,050.28	Kristy Reed	270-442-7321
KENERGY CORPORATION	\$205,669.10		
KENERGY CORPORATION	\$55,777.85		
KENERGY CORPORATION	\$76,316.54		
KENERGY CORPORATION	\$17,533.51		
KENERGY CORPORATION	\$66,598.49		
KENERGY CORPORATION	\$101,912.09		
KENERGY CORPORATION	\$212,435.98	Matt Moffitt	800-844-4832
KENTUCKY UTILITIES	\$688,327.81		
KENTUCKY UTILITIES	\$785,724.66		
KENTUCKY UTILITIES	\$466,121.41		
KENTUCKY UTILITIES	\$650,671.51	Robert Trimble	800-981-0600
LG&E	\$477,595.70		
LG&E	\$501,316.68		
LG&E	\$467,233.12		
LG&E	\$127,608.21		
LG&E	\$308,168.75		
LG&E	\$507,480.51	Dan Hawk	800-331-7370

The above listings represent a sampling of past and present work for long term contract business partners.



## Safety Program 2021

All of Groves Construction's new employees receive the following safety training:

1. Receive APPA Safety Manual 18<sup>th</sup> edition – review by Safety Coordinator.
2. During a five-day training session the new employee is introduced to the work environment and the following training requirements are met:
 

<ol style="list-style-type: none"> <li>a. Head protection</li> <li>c. Fall protection</li> <li>e. Hand protection</li> <li>g. Flame retardant clothing</li> <li>i. Lock-out Tag-out</li> <li>k. Confined space entry</li> <li>m. Fire Extinguisher use</li> <li>o. NFPA 70E Standard</li> <li>q. Defensive Driving</li> <li>s. Chainsaw Safety</li> <li>u. Grounding Procedures</li> </ol>	<ol style="list-style-type: none"> <li>b. Eye protection</li> <li>d. Foot protection</li> <li>f. Hearing protection</li> <li>h. Hazard communication</li> <li>j. Bloodborne pathogens</li> <li>l. Forklift safety</li> <li>n. Excavation Safety</li> <li>p. Flagging Certification</li> <li>r. Vehicle inspections</li> <li>t. Red Cross 1<sup>st</sup> Aid/ CPR cert.</li> <li>v. Equi-Potential grounding</li> </ol>
--	--
3. All employees receive MSHA 24 hour safety training along with an 8-hour annual refresher and required annual retraining on all items in #2 above. Crew foreman documents all new task training specific to the job.
4. Documented daily Pre-job briefing and weekly tailgate safety meetings held by crew foreman discussing safety topics, recent accidents and near misses.
5. Weekly safety audit conducted by Safety Coordinator discussing ways to prevent future accidents and updating new OSHA/MSHA information.
6. Two annual company safety meetings – The following training is documented:
  - a. Pole-top and bucket rescue
  - b. Accident prevention
  - c. Set safety goals for this year and discuss results of last year.
7. Safety Coordinator performs bi-annual Red Cross 1<sup>st</sup> Aid/CPR certification.

Mark Johnson

# State of Mississippi

## BOARD OF CONTRACTORS

WILLIAM E. GROVES CONSTRUCTION, INC.

P.O. BOX 1205

MADISONVILLE, KY 42431

ACTIVE

is duly registered and entitled to perform

ELECTRICAL WORK

*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 20 day of Jan., 2020*



CERTIFICATE OF RESPONSIBILITY

No. 11847-MC

Expires Jun. 20, 2021

*Joel A. Canell,*

CHAIRMAN OF THE BOARD

## CONTRACT AGREEMENT

This Agreement, made this the 23rd day of February, 2021, by and between TL WALLACE CONSTRUCTION, INC., hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

### Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of THE HIVE - SEWER for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated JANUARY 2020 and Construction Plans entitled THE HIVE - SEWER Sheets 1 through 13, dated JANUARY 2020, which are fully incorporated herein as if hereto attached or herein repeated.

### Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of Five Hundred and Seventeen Thousand, Nine Hundred and Sixty-Seven 15/100----- Dollars (\$517,967.15-----) being the amount of the accepted proposal for THE HIVE - SEWER subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

### Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 120 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$800.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

#### Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

#### Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: CITY OF TUPELO

CONTRACTOR: TL WALLACE CONSTRUCTION, INC.

By [Signature]  
Title Jason Shelton, Mayor

By [Signature]  
Title Joey Reagan, Vice-President

ATTEST: [Signature]  
Title Kim Hanna, Chief Financial Officer

ATTEST: [Signature]  
Title Secretary



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE** April 14, 2021  
**SUBJECT:** IN THE MATTER OF APPROVAL TO SURPLUS A 2013 FORD F-150 TRUCK **JT**

---

**Request:**

Your approval is requested to surplus/scrap the following vehicle:

- 2013 Ford F-150 ½-Ton Pick Up Truck (TW&L Unit 10)  
VIN 1FTMF1CF5DFA75351

This truck was involved in an accident on March 24, 2021, and the estimate to repair is more than the truck is worth. After declaration as surplus, this truck will be sold as scrap.

Please let me know if you have any questions.





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE** April 14, 2021

**SUBJECT:** IN THE MATTER OF AN EMERGENCY BATTERY PURCHASE FOR EAST TUPELO SUBSTATION **JT**

---

**Request:**

I respectfully request your approval of an emergency purchase for a new battery system at East Tupelo Substation. Electrical substations operate on D/C power, which is exclusively supplied by a battery system. Currently, this substation is operating off a back-up system.

I have attached a quote from Swift Industrial Power for the installation and testing of a new battery system and charger. The total cost of this work is \$24,047.00.

Please let me know if you have any questions.



**RESOLUTION****RESOLUTION APPROVING MATCHING FUNDS FOR NORTHEAST MISSISSIPPI  
HABITAT FOR HUMANITY, INC.**

**WHEREAS**, Northeast Mississippi Habitat for Humanity, Inc., is a qualified, Mississippi nonprofit organization that is exempt under 26 USCS Section 501 (c) (3) from paying federal income tax; and

**WHEREAS**, Miss. Code Anno. § 21-17-1 (8) provides that in addition to the authority to expend matching funds under Section 21-19-65, the governing authority of any municipality, in its discretion, may expend municipal funds to match any state, federal or private funding for any program administered by the State of Mississippi, the United States government or any nonprofit organization that is exempt under 26 USCS Section 501 (c) (3) from paying federal income tax; and

**WHEREAS**, Northeast Mississippi Habitat for Humanity, Inc., is a local community and service organization which provides construction of affordable housing, spurs neighborhood revitalization; promotes the health and safety of families, enhances childhood development and educational attainment, allows aging in place for older adults and creates economic opportunity through poverty elimination and wealth building; and

**WHEREAS**, Miss. Code § 21-19-65 provides that the governing authorities of any municipality shall have the power to expend monies from the municipal general fund to match any other funds for the purpose of supporting social and community service programs including, but not limited to, juvenile residential treatment centers; juvenile and half-way houses; prenatal care facilities; child day care facilities; mentally ill and alcoholics half-way houses; child and adult emergency shelters; elderly home health aides programs; and

**WHEREAS**, the City of Tupelo desires to provide matching funds for the construction of three (3) homes on Evelyn Drive in the Southern Heights neighborhood in an amount not to exceed \$5,0000, such matching funds to be matched dollar for dollar from private funding; and

**WHEREAS**, participation with this organization is in the best interests of public safety, health and welfare of the local community.

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

1. Northeast Mississippi Habitat for Humanity, Inc., is found to be a qualified, Mississippi nonprofit organization that is exempt under 26 USCS Section 501 (c) (3) from paying federal income tax.
2. Northeast Mississippi Habitat for Humanity, Inc., is found to be a local social and community organization which provides construction of affordable housing, spurs neighborhood

revitalization; promotes the health and safety of families, enhances childhood development and educational attainment, allows aging in place for older adults and creates economic opportunity through poverty elimination and wealth building.

3. The City of Tupelo approves the matching of funds for the construction of three (3) homes on Evelyn Drive in the Southern Heights neighborhood in an amount not to exceed the total of \$5,000, such matching funds to be matched dollar for dollar from private funding.

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

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

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

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 20th day of April, 2021.

CITY OF TUPELO, MISSISSIPPI

By: Mike Bryan  
MIKE BRYAN  
City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

J. Shelton  
JASON L. SHELTON, Mayor

April 21, 2021  
DATE