

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
SEPTEMBER 07, 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, September 7, 2021, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Janet Gaston attended by telephone.

Council Member Rosie Jones gave the invocation. Council Member Chad Mims led the Pledge of Allegiance.

Council President Buddy Palmer called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

ADD ITEM: # 5.5 In The Matter Of an Ordinance Amending Chapter 25- Taxation, Article I-General, To Add Section 25-3, Utility Tax Imposed, to the Code of Ordinances of the City Of Tupelo, Mississippi (Moved from Study Agenda on August 17, 2021)

DELETE ITEM #5 In The Matter Of Approve/Reject Ordinance Amending the Official Zoning Map

The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

EMPLOYEE RECOGNITION

Mayor Todd Jordan recognized the following employees:

Kizzy Guy	Human Resources	5 years
Rodney Standifer	Development Services	5 years

PUBLIC RECOGNITION

Council Member Nettie Davis mentioned that gospel singing legend, Lee Williams, a Tupelo native, passed away and that a celebration of his life and memorial service will be held on Saturday and Sunday, September 11 and 12.

MAYOR'S REMARKS

Mayor Todd Jordan recognized that this week is the 20-year anniversary of the 9-11 attacks on the United States. He introduced Interim Fire Chief Jimmy Avery who invited and informed everyone about the memorial stair climb, which will be held at the Coliseum on Saturday, September 11, 2021, beginning at 9:11 a.m. The proceeds will be split between the National Fire Fighters Association and the local free clinic.

Mayor Jordan then recognized, thanked and invited Debbie Brangenberg to speak concerning her exemplary 30 years as the Downtown Tupelo Main Street Association (DTMSA) Director. Her last day with DTMSA will be September 30, 2021. He then announced that Lucia Randle will be the new DTMSA Director, beginning October 1, 2021.

PUBLIC AGENDA

PUBLIC HEARINGS

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

A public hearing was held for the following properties concerning lot mowing:

089F3008900 420 TOLBERT ST
 089F3013300 431 TOLBERT ST
 089F3008400 638 N CHURCH ST
 089B3014300 1204 HILDA AVE
 089B3004700 1148 N MADISON ST
 077R3610700 1224 CENTRAL AVE
 077R3610200 103 LEWIS DR
 077C2501600 1507 TRACE AVE
 077R3609600 1236 CENTRAL
 077R3610800 111 STONE ST
 077R3606300 112 STONE ST
 089K3105300 465 N BROADWAY ST
 089K3107200 460 N BROADWAY ST
 078A2800942 CHARLESTON GARDENS DR
 077P3506700 107 LAKEVIEW DR
 075R2217400 3344 FORREST HILL DR
 101G0102100 1801 SWALLOW LN
 089V3201300 772 E MAIN ST
 088A2805100 1250 N VETERANS MEMORIAL BLVD
 105D1501500 2786 BEASLEY DR
 089F3005200 523 W BARNES ST
 089F3005000 517 W BARNES ST
 089E3017300 901 N MADISON ST
 101D0123400 1301 LAWNDALE DR
 084U1900705 NATION HILL DR
 084U1900701 NATION HILLS DR
 089F3019100 617 N SPRING ST

089F3022000 610-612 N SPRING ST
 077Q3611700 1528 REED ST
 077Q3612400 1502 REED ST
 101C0101100 1208 HARRISON ST EXT
 101G0126200 1505 AUDUBON DR
 101G0111000 2020 LAWDALE DR
 085U2101400 2303 N VETERANS MEMORIAL BLVD
 077N3502508 2615 W MAIN ST

No one appeared to speak on any of these properties.

IN THE MATTER OF PUBLIC HEARING FOR REZONING 21-01

A public hearing was held for a rezoning request of a parcel on Landmark Boulevard from Mixed Use Residential to Mixed Use Commercial Corridor. No one appeared to speak on the rezoning request.

IN THE MATTER OF PUBLIC HEARING-2021 TAX LEVY

No one appeared to speak at this public hearing for the 2021 tax levy.

ACTION AGENDA

IN THE MATTER OF REZONING OF PROPERTY OFF LANDMARK BLVD

Council Member Bryan moved, seconded by Council Member Beard, to approve an "Ordinance Rezoning Property and Amending the Official Zoning Map of the City of Tupelo, Mississippi - Case No. RZ 21-01, Parcel # 084N-19-022-07". This will change the zoning for the property from Mixed Use Residential to Mixed Use Commercial. The vote was unanimous in favor. APPENDIX A

IN THE MATTER OF APPROVA OF ORDINANCE AMENDING CODE OF ORDINANCES

Council Member Bryan moved, seconded by Council Member Davis, to approve an "Ordinance Amending Chapter 25-Taxation, Article I-General, to Add Section 25-3, Utility Tax Imposed, to the Code of Ordinances of the City of Tupelo, Mississippi", which was moved from the Study Agenda on August 17, 2021. The vote was unanimous in favor. APPENDIX B

ROUTINE AGENDA

IN THE MATTER OF APPROVAL OF MINUTES OF THE AUGUST 17, 2021 REGULAR CITY COUNCIL MEETING AND SPECIAL MEETINGS OF AUGUST 26 AND 31, 2021

Council Member Bryan moved, seconded by Council Member Davis, to approve the minutes of the Regular City Council meeting held on August 17, 2021, and the Special Called meetings on August 26, and 31, 2021.. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY SEPTEMBER 7, 2021

Bills were reviewed at 4:30 p.m. by Council Members Travis Beard, Chad Mims and Buddy Palmer, Accounts Payable Clerk, Traci Dillard and TWL Director Johnny Timmons. Council Member Beard moved, seconded by Council Member Davis, 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 Bryan moved, seconded by Council Member Davis, to approve the advertising and promotional items, as presented. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF THE TAX ROLL FOR THE 2021 TAX YEAR

Council Member Beard moved, seconded by Council Member Jones, to approve the tax rolls for the 2021 tax year. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF FIRE & POLICE RETIREMENT

Council Member Davis moved, seconded by Council Member Jones, to approve the "Resolution of the City Council of the City of Tupelo, Mississippi, Authorizing and Directing There Be A One Percent (1%) Increase in the Benefits for All Members and Beneficiaries Receiving Retired Relief or Disability Relief Benefits from the Firemen's And Policemen's Disability and Relief Fund", giving those members a 1% increase. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF APPOINTMENT OF JOHN KNIGHT AS MUNICIPAL COURT ADMINISTRATOR

Council Member Beard moved, seconded by Council Member Jones, to approve the re-appointment of John Knight as Municipal Court Administrator. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF APPOINTMENT OF RHONDA COLE AS MUNICIPAL COURT CLERK

Council Member Bryan moved, seconded by Council Member Mims, to approve the re-appointment of Rhonda Cole as Municipal Court Clerk. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF APPOINTMENT OF WILLIE C. ALLEN AS MUNICIPAL COURT JUDGE

Council Member Davis moved, seconded by Council Member Beard, to approve the re-appointment of Willie C. Allen as Municipal Court Judge. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF APPOINTMENT OF JAMES (JAY) WEIR, JR AS MUNICIPAL JUDGE

Council Member Bryan moved, seconded by Council Member Davis, to approve the re-appointment of James (Jay) Weir as Municipal Court Judge. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF APPOINTMENT OF RICHARD BABB AS MUNICIPAL PROSECUTOR

Council Member Bryan moved, seconded by Council Member Beard, to approve the re-appointment of Richard Babb as Municipal Court Prosecutor. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF APPOINTMENT OF DENNIS FARRIS AS PUBLIC DEFENDER

Council Member Davis moved, seconded by Council Member Beard, to approve the re-appointment of Dennis Farris, Jr., as Municipal Public Defender. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF AMENDED ORDINANCE CHANGING HOURS OF SALE OF BEER AND LIGHT WINES IN THE CITY OF TUPELO, MISSISSIPPI

Council Member Davis moved, seconded by Council Member Mims, to approve the "Amended Ordinance Changing Hours of Sale of Beer and Light Wines in the City of Tupelo, Mississippi". The amendment establishes hours of beer and light wines in the City, essentially extending such sales from 10:00 a.m. to 8:00 a.m. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF RESOLUTION AUTHORIZING APPLICATION TO MISSISSIPPI STATE TAX COMMISSION TO EXTEND THE HOURS FOR THE SALE OF ALCOHOLIC BEVERAGES FOR LICENSED ON-PREMISES PERMITTEES, CLUBS AND CATERERS IN TUPELO, MISSISSIPPI

Council Member Bryan moved, seconded by Council member Davis, to approve a "Resolution Authorizing Application to Mississippi State Tax Commission to Extend the Hours for the Sale of Alcoholic Beverages for Licenses On-Premises Permittees, Clubs and Caterers in Tupelo, Mississippi". The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPROVAL TO SUBMIT 2020 HOMELAND SECURITY REALLOCATION OF FUNDING APPLICATIONS

Council Member Beard moved, seconded by Council Member Davis, to approve the submission of 2020 Homeland Security reallocation of funding applications. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE PROGRAM PHASE VII ENGINEERING CONTRACT

Council Member Beard moved, seconded by Council Member Davis, to approve the engineering contract with Engineering Solutions, Inc., for the Major Thoroughfare Program Phase VII, and to give the Mayor the authority to sign all necessary documents, which will be ratified by the Council at a later date. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF LOT MOWING

Council Member Bryan moved, seconded by Council Member Jones, to adjudicate the properties on the submitted, final lot mowing list, as being in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and direct city departments to mow them or have them mowed. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE MINUTES

Council Member Beard moved, seconded by Council Member Davis, to accept the Planning Committee Minutes of August 2, 2021, as submitted. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF NOMINATION TO HISTORIC PRESERVATION COMMISSION

Council Member Davis moved, seconded by Council Member Jones, to approve the nomination of Chris Rakestraw to the Historic Preservation Commission. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF BID APPROVAL 2021-023PW CITY HALL EXTERIOR REFURBISH

Bids were received by the City of Tupelo for Bid # 2021-023PW for City Hall Exterior Refurbish. Council Member Davis moved, seconded by Council Member Beard, to find the sole bid was commercially reasonable and to award the bid to the lowest and best bid of A.S. Fornea Construction, LLC in the amount of \$88,000. APPENDIX T

IN THE MATTER OF BID APPROVAL – MATERIALS AND DELIVERY – 12 MOS SUPPLY - 2021-024PW

Council Member Beard moved, seconded by Council Member Jones, to find that the lowest and best bids for each item were commercially reasonable and to approve the bids as submitted. The bid approval includes alternate bidders in the event the lowest bidder can not supply when needed. The vote was unanimous in favor. The list of lowest and best bids, as well as alternates are attached as APPENDIX U.

IN THE MATTER OF BID AWARD 2021-026WL – LED LUMINARIES – 6 MONTH SUPPLY

Council Member Davis moved, seconded by Council Member Jones, to approve the lowest and best bid for Bid # 2021-026WL - LED Luminaires - 6 month supply, as submitted. The vote was unanimous in favor. APPENDIX V

EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION

Council Member Bryan moved, seconded by Council Member Beard, to consider the need of an executive session. Attorney Ben Logan said the session will be for the prospective purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) -- (1972 as amended). The vote was unanimous in favor at 6:35 p.m.

Council Member Davis moved, seconded by Council Member Bryan, to close the regular session and enter executive session for discussion of the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) -- (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Beard moved, seconded Council Member Davis to return to the regular meeting at 6:46 p.m. The vote was unanimous in favor.

IN THE MATTER OF DISCUSSION OF THE SALE OF REAL PROPERTY

Council Member Bryan moved, seconded by Council member Davis, to approve providing a letter giving the right of first refusal for city owned property, more specifically being the parking lot located on Jefferson Street, behind 322 Court Street, for prospective buyers of the property located at 322 Court Street. The vote was unanimous in favor.

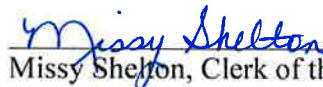
ADJOURNMENT

There being no further business to come before the City Council at this time, Council Member Beard moved, seconded by Council Member Mims, to adjourn the meeting. The vote was unanimous at 6:47 p.m.



Buddy Palmer, President
City Council

ATTEST:



Missy Shelton, Clerk of the Council



Todd Jordan, Mayor

September 8, 2021
Date

**ORDINANCE REZONING PROPERTY AND AMENDING THE OFFICIAL ZONING
MAP OF THE CITY OF TUPELO, MISSISSIPPI**

Case No. RZ 21-01

Parcel #: 084N-19-022-07

WHEREAS, a request was filed with the Department of Planning and Community Development to change the zoning on certain pieces of property; and,

WHEREAS, the request was reviewed by the Tupelo Planning Committee which reviewed and considered information regarding the rezoning and conducted a public hearing with notice sent to the surrounding property owners, at the Planning Committee's regularly scheduled meeting on Monday, August 2, 2021. The Planning Committee recommended approval of the proposed zoning change; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at its regularly scheduled meeting on Tuesday, September 7, 2021, to review and consider recommendations proposed by the Tupelo Planning Committee concerning the proposed zoning change at which time no sufficient protest was received; and,

WHEREAS, the City Council finds and determines that pursuant to the authority granted under Miss. Code Anno. Sec. 17-1-3 (1972 as amended), it is necessary to protect the public health, safety, morals and general welfare to amend the current Development Code, and the provisions below are enacted pursuant to the procedures set forth in the Development Code of the City of Tupelo, and are necessary, fair and reasonable.

NOW, THEREFORE, BE IT ORDAINED by the Tupelo City Council as follows:

1. The prefatory sentences, as findings of the City Council are hereby incorporated herein.
2. The portions of the following described property which are currently zoned Mixed Use Residential, are hereby amended to be zoned Mixed Use Commercial Corridor:

BEGINNING at the northwest corner of Lot 1-Phase 1A of Pinnacle Point Subdivision as recorded in Plat Cabinet C, Slide 123 in the Chancery Clerk's Office of Lee County, Mississippi, and said point of beginning being further located at Mississippi State Plane Coordinates of 1740269.68 feet North and 1019444.86 feet East;

- thence following along the west line of said Lot 1-Phase 1A, South 00 degrees 00 minutes 00 seconds West-234.39 feet to a point at the southwest corner of said Lot 1-Phase 1A in the north line of a Public Boulevard (to be dedicated);
- thence following along the north line of said Public Boulevard (to be dedicated) North 90 degrees 00 minutes 00 seconds West-332.53 feet to a point at an exterior corner of Lot 8-Phase 4 (proposed) of Pinnacle Point Subdivision;
- thence leaving the north line of said Public Boulevard (proposed) and following along the east line of said Lot 8-Phase 4 (proposed) North 00 degrees 00 minutes 00 seconds East-234.39 feet to a point at the southwest corner of Lot 7-Phase 4 (proposed) of Pinnacle Point Subdivision;
- thence following along the south line of said Lot 7-Phase 4 (proposed), South 90 degrees 00 minutes 00 seconds East-332.53 feet to the POINT OF BEGINNING.

Containing 77,942 square feet or 1.789 acres, more or less.

3. The official Zoning Map shall be amended to reflect this change. The City Clerk shall cause this amendatory ordinance to be published according to law.

The foregoing Ordinance was proposed in a motion by Councilman Bryan, seconded by Councilman Beard, and was brought to a vote as follows:

Aye Councilman Chad Mims
Aye Councilman Lynn Bryan
Aye Councilman Travis Beard
Aye Councilman Nettie Davis
Aye Councilman Buddy Palmer
Aye Councilman Janet Gaston
Aye Councilman Rosie Jones

Whereupon, the ordinance having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 7th day of September, 2021.

CITY OF TUPELO, MISSISSIPPI

BY: 

Buddy Palmer, President

ATTEST:


 Missy Shelton, Clerk of the Council

APPROVED:



Todd Jordan, Mayor

DATE: September 7, 2021

AMENDED ORDINANCE

AN ORDINANCE AMENDING CHAPTER 25 LICENSES AND TAXATION, ARTICLE 1-GENERAL, TO ADD SECTION 25-3, UTILITY TAX IMPOSED TO THE CODE OF ORDINANCES OF THE CITY OF TUPELO, MISSISSIPPI

WHEREAS, the City Utility Tax Law allows municipalities to levy upon, assess and collect from all telephone or communication utilities as defined by Section 77-3-1, Mississippi Code of 1972 and regulated under said Section 77-3-1, an additional tax of two per cent of the gross amount of revenue made and collected on local business from customers within the corporate limits of any municipality of the State of Mississippi; and

WHEREAS, the City Utility Tax Law exempts any such public utility which pays to the City of Tupelo the compensation provided for in municipal franchises or levied and provided for by Miss. Code Anno. Section 77-3-17 (1972 as amended); and

WHEREAS, the city utility taxes provided for in Miss. Code Anno. Section 21-33-203 (1972 as amended) shall be collected by the chairman of the state tax commission and shall be accounted for separately from the amount of all other taxes collected for the state and city in said municipality, and paid to the municipality in which collected, less five per cent thereof which shall be retained by the chairman and paid into a special fund to be expended by the chairman to defray the cost of carrying out the provisions of the City Utility Tax Law.

WHEREAS, when so paid, the money may be expended by the municipalities for any purpose now authorized by law.

WHEREAS, the legislature of the State of Mississippi enacted the City Utility Tax Law in 1960, and the City of Tupelo, Mississippi thereafter availed itself of same as a matter of general ordinance and practice; and

WHEREAS, the City of Tupelo codified its ordinances in 1991, and the general ordinance adopting the City Utility Tax Law and ensuing practice was not codified in the Code of Ordinances of the city at that time; and

WHEREAS, for clarification it is in the best interests of the city to amend its Code of Ordinances to include the city's qualification for, continuation and levy of the City Utility Tax Law.

NOW, THEREFORE LET IT BE ORDAINED by the City Council of the City of Tupelo as follows:

SECTION 1. That CHAPTER 25 LICENSES AND TAXATION, ARTICLE 1-GENERAL be amended to add Section 25-3. UTILITY TAX, to read as follows:

The City of Tupelo qualifies for the collection of the City Utility tax pursuant to Miss. Code Anno. Section 21-33-201 et seq. and such tax is hereby continued and levied as is provided therein.

SECTION 2. REPEALING CLAUSE

All ordinances or parts of ordinances in conflict herein shall be, and the same are hereby repealed.

SECTION 3. EFFECTIVE DATE

This ordinance shall be in full force and effect as provided by law. The City Clerk shall cause the ordinance to be published in a local newspaper of general circulation in accordance with 21-33-201 et seq.

This ordinance having being first reduced to writing and read and considered section by section at a public meeting or the governing authorizes of the City of Tupelo, Mississippi on motion of Councilperson Bryan, seconded by Councilperson Davis, and the roll being called, the same by the following votes:

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

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 7th day of September, 2021.

CITY OF TUPELO, MISSISSIPPI


 BUDDY PALMER
 City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

9-7-2021
DATE

**CHECK INFORMATION FOR COUNCIL MEETING
Sept 7, 2021**

FUND	CHECK NUMBERS
POOL CASH	404222-404566
EFT	50001219-50001241
TWL ADJUSTMENTS	1-87

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 September 7, 2021

SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

Billy Armstrong \$5,000 Sound system(backline) for the Lee Williams Memorial event at Gumtree Park.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE September 7, 2021

SUBJECT: IN THE MATTER OF THE TAX ROLL FOR THE 2021 TAX YEAR **KH**

Request:

I am requesting the approval of Tax Roll for the 2021 Tax Year

ATTACHED

City Tax Assessments

Tupelo Public School Tax Assessments

Tax Exemptions

Tax Abatements

Tupelo, Inc.			16-Aug-21
Assessed Value	Real Property	Personal Property	
Aug-01	222,757,849	102,453,082	
5-Aug-02	229,620,824	96,778,173	
15-Aug-03	234,667,979	94,941,872	
11-Aug-04	266,984,657	91,934,502	
22-Aug-05	270,809,827	96,967,934	
14-Aug-06	276,784,948	101,059,304	
13-Aug-07	283,718,839	101,056,503	
14-Aug-08	314,193,402	98,697,319	
17-Aug-09	318,589,097	98,308,007	
16-Aug-10	324,185,603	97,019,342	
15-Aug-11	327,815,868	97,083,803	
6-Aug-12	322,299,460	103,235,638	
15-Aug-13	342,806,141	103,043,160	
4-Aug-14	348,678,742	108,541,317	
17-Aug-15	347,939,941	109,786,856	
15-Aug-16	376,933,334	113,106,167	
7-Aug-17	373,306,250	113,476,902	
20-Aug-18	376,906,778	113,527,445	
19-Aug-19	381,241,620	119,109,748	
3-Aug-20	410,487,833	119,344,040	
6-Jul-21	411,003,239	119,321,676	
16-Aug-21	412,840,687	119,363,761	
State & School	3,193,721	10,258,349	
City & School	731,508	1,861,067	
Special HS	29,705,475	N/A	
Cooper Tire Lieu		12,771,177	
Increased Value	2,352,854	Increase 19,721	
New Value	4,080,847	10,669,355	
			Overall Increase 2,372,575

Tupelo Schools			16-Aug-21
Assessed Value	Real Property	Personal Property	
Aug-01	238,401,436	103,369,724	
5-Aug-02	246,081,984	97,741,217	
15-Aug-03	252,140,596	95,975,548	
11-Aug-04	287,050,186	92,920,828	
22-Aug-05	291,701,225	98,117,352	
14-Aug-06	298,668,283	102,105,434	
13-Aug-07	308,223,436	102,161,552	
14-Aug-08	342,496,252	99,917,617	
17-Aug-09	348,160,742	99,632,008	
16-Aug-10	354,390,717	98,224,425	
15-Aug-11	358,393,262	98,210,041	
6-Aug-12	352,294,518	104,333,493	
15-Aug-13	354,283,493	102,472,067	
4-Aug-14	359,242,956	107,829,386	
17-Aug-15	358,582,245	108,978,566	
15-Aug-16	388,841,695	112,274,271	
7-Aug-17	385,846,555	113,336,358	
20-Aug-18	389,864,530	113,526,091	
19-Aug-19	394,511,294	118,642,115	
3-Aug-20	424,716,465	118,822,571	
6-Jul-21	425,250,862	118,789,315	
16-Aug-21	427,095,538	118,831,348	
Special HS	32,196,749	N/A	
Increased Value	2,379,073	Increase 8,777	
New Value	4,147,597	10,656,773	
Regular Homestead	1,590,777		
to be shared with County			
			Overall Increase 2,387,850

				64.1	32.47								
				SCHOOL	CITY								
PARCEL#	PPIN	NAME	ASSESSED VALUE	AD VAL TAX	AD VAL TAX	EXPIRATION DATE	YEARS AVAIL	BCSL	TOTAL TAXES DUE	TYPE I	TYPE II		
078V3400901	53400/24027	AE WESTPARK LLC	\$ 14,880.00	\$ 953.81	\$ 483.15			3739	\$ 953.81		SCHOOL		
078D2702401	33655	HTG PROPERTY HOL	\$ 49,268.00	\$ 3,158.08	\$ 1,599.73	12/31/2022	2	3739	\$ 3,158.08		SCHOOL		
113K0700300	26503	IRE PROPERTIES L	\$ 108,930.00	\$ 6,982.41	\$ 3,536.96	12/31/2024	4	4739	\$ 6,982.41		SCHOOL		
078V3401700	17325	JSR LLC DBA:FOAMCRAFT	\$ 251,148.00	\$ 16,098.59	\$ 8,154.78	12/31/2025	5	3739	\$ 16,098.59		SCHOOL		
078V3403300	17346	JSR LLC DBA:FOAMCRAFT	\$ 144,242.00	\$ 9,245.91	\$ 4,683.54	12/31/2024	4	3730	\$ 9,245.91	FULL CITY & SCHOOL			
075T1500105	49686	SETZER PROPERTIE	\$ 725,930.00	\$ 46,532.11	\$ 23,570.95	12/31/2024	4	3739	\$ 46,532.11		SCHOOL		
078V3403200	17345	SUNBOO LLC	\$ 50,201.00	\$ 3,217.88	\$ 1,630.03	12/31/2022	2	3730	\$ 3,217.88	FULL CITY & SCHOOL			
07200900702	32107	UNITED FURNITURE	\$ 1,782,730.00	\$ 114,272.99	\$ 57,885.24	12/31/2030	10	3739	\$ 114,272.99				
			\$ 3,127,329.00	\$ 200,461.79	\$ 101,544.37				\$ 200,461.79				

194,443 CITY A/V EXEMPT ONLY
2,932,886 LEE & CITY A/V EXEMPT
3,127,329 TOTAL CITY/COUNTY EXMPT

		VALUES	DOLLARS		
CITY ASSESSED TOTALS		3,127,329	200,461.79		
STATE TAX ONLY (CODE 20)		0			
ANNEXED EXEMPT CITY & SCHOOL		0			
TOTAL COUNTY ASSESSED		3,127,329	200,461.79		
FULL CITY			101,544.37		
FULL SCHOOL			200,461.79		
FULL CITY & SCHOOL		194,443	12,463.80	8	
SCHOOL ONLY		2,932,886	73,725.00	7	
ANNEXED CITY ONLY		0	0	0	
SPECIAL ASSESSED			0	5	
OTHER ASSESSED			0		
TOTAL		3,127,329	200,461.79	8	
REGULAR HOMESTEAD	EXEMPT	0	0		
SPECIAL HOMESTEAD	EXEMPT	0	0		
TOTAL		0	0		
NET TAXES		3,127,329	200,461.79		

Comment

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NO CITY EXEMPTION REQUESTED
CITY EXEMPTS/LEE DOES NOT EXEMPT

CITY OF TUPELO
PERSONAL PROPERTY ROLLS
BY NAME
TAX LEVY 96.57
FOR TAX YEAR 2021

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64.1

32.47

PARCEL	BCSL	NAME	INVENTORY VALUE	ASSESSED VALUE	SCHOOL AD VAL TAXES	CITY EXEMPT AD VAL TAXES	EXPIRATION DATE	YEARS AVAIL	AD VALOREM TAXES
P012653	4739	BMW WAREHOUSE OF N	\$ -	\$ 5,220.00	\$ 334.60	\$ 169.49	12/31/2024	4	\$ 334.60
P011798	4739	COOPER TIRE & RUBB	\$ -	\$ 1,215,386.00	\$ 77,906.24	\$ 39,463.58	12/31/2021	1	\$ 77,906.24
P011857	4739	COOPER TIRE & RUBB	\$ -	\$ 370,557.00	\$ 23,752.70	\$ 12,031.99	12/31/2021	1	\$ 23,752.70
P012091	4739	COOPER TIRE & RUBB	\$ -	\$ 1,277,848.00	\$ 81,910.06	\$ 41,491.72	12/31/2023	3	\$ 81,910.06
P012527	4739	COOPER TIRE & RUBB	\$ -	\$ 685,717.00	\$ 43,954.46	\$ 22,265.23	12/31/2023	3	\$ 43,954.46
P012868	4739	COOPER TIRE & RUBB	\$ -	\$ 1,768,929.00	\$ 113,388.35	\$ 57,437.12	12/31/2024	4	\$ 113,388.35
P011203	3730	DORIC VAULTS CITY EXEMPTS/ LEE DOES NOT EXEMPT	\$ -	\$ 10,253.00	\$ 657.22	\$ 332.91	12/31/2022	2	\$ 657.22
P013132	3739	FOAMCRAFT	\$ -	\$ 33,723.00	\$ 2,161.64	\$ 1,094.99	12/31/2025	5	\$ 2,161.64
P013364	3739	FOAMCRAFT	\$ -	\$ 83,607.00	\$ 5,359.21	\$ 2,714.72	12/31/2026	6	\$ 5,359.21
P011793	4739	GENLYTE THOMAS GRO	\$ -	\$ 457,984.00	\$ 29,356.77	\$ 14,870.74	12/31/2021	1	\$ 29,356.77
P012064	4739	GENLYTE THOMAS GRO	\$ -	\$ 15,552.00	\$ 996.88	\$ 504.97	12/31/2022	2	\$ 996.88
P012480	4739	GENLYTE THOMAS GRO	\$ -	\$ 179,271.00	\$ 11,491.27	\$ 5,820.93	12/31/2023	3	\$ 11,491.27
P012869	4736	GENLYTE THOMAS GRO NO CITY REQ MADE 08/	\$ -	\$ 8,054.00	\$ 516.26	\$ 261.51	12/31/2024	4	\$ 516.26
P014243	1739	GIBSON CORRUGATED	\$ -	\$ 211,823.00	\$ 13,577.85	\$ 6,877.89	12/31/2029	9	\$ 13,577.85
P012528	1709	HAWKEYE INDUSTRIES	\$ -	\$ 107,301.00	\$ 6,877.99	\$ 3,484.06	12/31/2023	3	\$ 6,877.99
P013130	1709	HAWKEYE INDUSTRIES	\$ -	\$ 157,359.00	\$ 10,086.71	\$ 5,109.45	12/31/2025	5	\$ 10,086.71
P013673	1709	HAWKEYE INDUSTRIES	\$ -	\$ 143,952.00	\$ 9,227.32	\$ 4,674.12	12/31/2028	8	\$ 9,227.32
P013963	1709	HAWKEYE INDUSTRIES	\$ -	\$ 316,998.00	\$ 20,319.57	\$ 10,292.93	12/31/2028	8	\$ 20,319.57
P012135	2739	HYPERION TECHNOLOG	\$ -	\$ 11,199.00	\$ 717.86	\$ 363.63	12/31/2022	2	\$ 717.86
P013389	5739	INNOCOR FOAM TECHN	\$ -	\$ 413,970.00	\$ 26,535.48	\$ 13,441.61	12/31/2026	6	\$ 26,535.48
P012577	4739	JOURNAL PUBLISHING NO CITY REQ TO EXMPT MADE 08/15	\$ -	\$ 513,989.00	\$ 32,946.69	\$ 16,689.22	12/31/2024	4	\$ 32,946.69
P011863	3739	L&P COMPONENTS CO	\$ -	\$ 18,777.00	\$ 1,203.61	\$ 609.69	12/31/2021	1	\$ 1,203.61
P012143	3739	L&P COMPONENTS CO	\$ -	\$ 1,108.00	\$ 71.02	\$ 35.98	12/31/2022	2	\$ 71.02
P012463	3739	L&P COMPONENTS CO	\$ -	\$ -	\$ -	\$ -	12/31/2023	3	\$ -
P013137	3739	L&P COMPONENTS CO	\$ -	\$ 58,778.00	\$ 3,767.67	\$ 1,908.52	12/31/2026	6	\$ 3,767.67
P013138	3739	L&P COMPONENTS CO	\$ -	\$ 27,014.00	\$ 1,731.60	\$ 877.14	12/31/2026	6	\$ 1,731.60
P013390	3739	L&P COMPONENTS CO	\$ -	\$ 12,025.00	\$ 770.80	\$ 390.45	12/31/2026	6	\$ 770.80
P013678	3739	L&P COMPONENTS CO	\$ -	\$ 44,933.00	\$ 2,880.21	\$ 1,458.97	12/31/2028	8	\$ 2,880.21
P013953	3739	L&P COMPONENTS CO	\$ -	\$ 7,126.00	\$ 456.78	\$ 231.38	12/31/2028	8	\$ 456.78
P014247	3739	L&P COMPONENTS CO	\$ -	\$ 36,246.00	\$ 2,323.37	\$ 1,176.91	12/31/2029	9	\$ 2,323.37
P013393	4739	L&P COMPONENTS CO	\$ -	\$ 48,372.00	\$ 3,100.65	\$ 1,570.64	12/31/2026	6	\$ 3,100.65

CITY OF TUPELO
PERSONAL PROPERTY ROLLS
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PARCEL	BCSL	NAME	INVENTORY VALUE	ASSESSED VALUE	SCHOOL AD VAL TAXES	CITY EXEMPT AD VAL TAXES	EXPIRATION DATE	YEARS AVAIL	AD VALOREM TAXES	
P013676	4739	L&P COMPONENTS CO	\$ -	\$ 47,550.00	\$ 3,047.96	\$ 1,543.95	12/31/2028	8	\$ 3,047.96	
P013955	4739	L&P COMPONENTS CO	\$ -	\$ 77,664.00	\$ 4,978.26	\$ 2,521.75	12/31/2028	8	\$ 4,978.26	
P014249	4739	L&P COMPONENTS CO	\$ -	\$ 105,448.00	\$ 6,759.22	\$ 3,423.90	12/31/2029	9	\$ 6,759.22	
P011865	4739	L&P COMPONENTS CO	\$ -	\$ 25,422.00	\$ 1,629.55	\$ 825.45	12/31/2021	1	\$ 1,629.55	
P012146	4739	L&P COMPONENTS CO	\$ -	\$ 36,594.00	\$ 2,345.68	\$ 1,188.21	12/31/2022	2	\$ 2,345.68	
P012460	4739	L&P COMPONENTS CO	\$ -	\$ 238,879.00	\$ 15,312.14	\$ 7,756.40	12/31/2023	3	\$ 15,312.14	
P012866	4739	L&P COMPONENTS CO	\$ -	\$ 101,858.00	\$ 6,529.10	\$ 3,307.33	12/31/2024	4	\$ 6,529.10	
P013134	4739	L&P COMPONENTS CO	\$ -	\$ 62,826.00	\$ 4,027.15	\$ 2,039.96	12/31/2026	6	\$ 4,027.15	
P013392	4739	L&P COMPONENTS CO	\$ -	\$ 188,282.00	\$ 12,068.88	\$ 6,113.52	12/31/2026	6	\$ 12,068.88	
P013679	4739	L&P COMPONENTS CO	\$ -	\$ 675,438.00	\$ 43,295.58	\$ 21,931.47	12/31/2028	8	\$ 43,295.58	
P013956	4739	L&P COMPONENTS CO	\$ -	\$ 146,043.00	\$ 9,361.36	\$ 4,742.02	12/31/2028	8	\$ 9,361.36	
P014246	4739	L&P COMPONENTS CO	\$ -	\$ 44,379.00	\$ 2,844.69	\$ 1,440.99	12/31/2029	9	\$ 2,844.69	
P012863	4739	PRECISION MACHINE	\$ -	\$ 170,759.00	\$ 10,945.65	\$ 5,544.54	12/31/2024	4	\$ 10,945.65	
P014563	4739	L&P COMPONENTS CO 908	\$ -	\$ 8,649.00	\$ 554.40	\$ 280.83	12/31/2030	10	\$ 554.40	
P014565	4739	L&P COMPONENTS CO 341	\$ -	\$ 7,140.00	\$ 457.67	\$ 231.84	12/31/2030	10	\$ 457.67	
P014566	4739	SUPERSAGLESS 4201	\$ -	\$ 96,654.00	\$ 6,195.52	\$ 3,138.36	12/31/2030	10	\$ 6,195.52	
P014243	4739	GIBSON CORRUGATED	\$ -	\$ 211,823.00	\$ 13,577.85	\$ 6,877.89	12/31/2029	9	\$ 13,577.85	
P013944	3739	UNITED FURNITURE		\$ 1,696,450.00	\$ 108,742.45	\$ 55,083.73			\$ 108,742.45	
		NO CITY EXEMPTION REQ								
			\$ -	\$ 12,184,929.00	\$ 781,053.95	\$ 395,644.64	781,053.95			
				\$ 10,253.00	CITY A/V EXEMPT ONLY					
				\$ 12,174,676.00	LEE & CITY A/V EXEMPT					
				\$ 12,184,929.00	TOTAL CITY/COUNTY EXEMPT					

Ⓜ

[illegible]

RESOLUTION**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI
AUTHORIZING AND DIRECTING THERE BE A ONE PERCENT (1%) INCREASE IN
THE BENEFITS FOR ALL MEMBERS AND BENEFICIARIES RECEIVING RETIRED
RELIEF OR DISABILITY RELIEF BENEFITS FROM THE FIREMEN'S AND
POLICEMEN'S DISABILITY AND RELIEF FUND.**

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

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

WHEREAS, the Board of Trustees of the Public Employees' Retirement System voted unanimously on October 15, 1996, to accept the certification of actuarial soundness applicable to the payment of a three percent (3%) cost of living adjustment for members and beneficiaries under such fund as authorized by the Act; and

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

WHEREAS, the City of Tupelo finds that at this time it is in the best interest of the public welfare to authorize a one percent (1%) increase benefit to be paid to the members and beneficiaries under the Firemen's and Policemen's Disability and Relief Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Tupelo as follows:

1. The prefatory paragraphs of this Resolution are hereby found and determined to be necessary and in the best interest of the public health and welfare.
2. Senate Bill No. 3138 authorizes the City of Tupelo to elect to provide an increase in benefits but does not require it to do so.
3. The governing authorities of the City of Tupelo find and determine that the increase in benefits to the members and beneficiaries receiving retired relief and disability relief benefits from the Firemen's and Policemen's Disability and Relief Fund created under Article 3, Chapter 29, Title 21, Mississippi Code of 1972 (the "Fund"), will not require an increase in the millage rate paid by the citizens of the City of Tupelo and is in the best interest of the public welfare.
4. The City of Tupelo hereby finds that, as of October 1, 2021, there shall be an implementation of a one-percent (1%) increase benefit to all members and beneficiaries receiving retired relief or disability relief benefits from the Fund, which shall be effective as of October 1, 2021.
5. This Resolution shall be forwarded to the Board of Trustees of the Public Employees' Retirement System in Mississippi, and the Mayor and the City Clerk are authorized and directed to take such further measures and to execute such other documents as are necessary to affect the purpose and intent of this resolution.

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 Jones and upon the question being put to a vote, the results were as follows:

Council Member Mims	<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 Gaston	<u>Aye</u>
Council Member Jones	<u>Aye</u>

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted this the 7th day of September, 2021.

CITY OF TUPELO, MISSISSIPPI

BY:


 BUDDY PALMER, Council President

ATTEST:


 MISSY SHELTON, Clerk of the Council

APPROVED:


 TODD JORDAN, Mayor

9-7-2021
 DATE

837
JOHN L. KNIGHT

142 Timberlane Drive
Tupelo, MS 38801

(662) 832-3716
officerknight28@yahoo.com

OBJECTIVE: *To perform a superior task of a Court Administrator, using the knowledge and expertise in the court system gained through academic studies, work related professions, and extended training. To meet all challenges for future employment advancement with strong determination, commitment, and sound ethics*

EDUCATION:

The University of Mississippi, Oxford, Mississippi 1994-1996
Criminal Justice, B.S. Degree

Mississippi Delta Community College, Morehead, Mississippi 1992-1994
Criminal Justice, Associate Degree

Leland High School, Leland, Mississippi 1988-1992
Diploma

QUALIFICATIONS SUMMARY:

- Extensive knowledge of criminal laws, procedures and judiciary
- Plans, coordinates, and directs functions of the court
- Highly capable of solving problems and finding feasible solutions
- Wide knowledge of human behavior and performance
- Excellent communication and interpersonal skills
- Supervises, evaluates, and schedules employees of the court

EMPLOYMENT:

COURT ADMINISTRATOR 07/2014-Present
City of Tupelo **Tupelo, MS**

Duties and Responsibilities: Assures that the Municipal Court is at all times in compliance with state and federal rules, regulations and statutes. Accepts and follows up on complaints from citizens, coordinate interdepartmental issues, and administers oaths of office. Supports and interacts with judges, prosecutors, staff, attorneys, complainants and defendants through knowledge of state statutes and criminal codes. Performs a working position responsible for planning, organizing, directing, supervising, and coordinating all phases of the Municipal Court.

COURT BAILIFF 07/2007-14
Tupelo, MS

Duties and Responsibilities: In charge of handling extraditions for Tupelo City Municipal Court Warrants, maintaining files for all active Tupelo warrants, handling Municipal Court Bailiff duties while court is in session and delivering municipal and district court subpoenas issued to department personnel, handling the transporting of prisoners.

LAW ENFORCEMENT OFFICER 07/2002-7/Present
Tupelo Police Department **Tupelo, MS**

Duties and Responsibilities: patrol highways, streets, roads, and other areas; provide protective services of dignitaries and public gatherings; assist in the investigation of criminal activities; pursue suspects, make arrests; prepare reports and other information as required; enforce motor vehicle laws

JOHN L. KNIGHT

909 Desoto Drive
Tupelo, MS 38801

(662) 832-3716
officerknight28@yahoo.com

EMPLOYMENT *continued*:

DEPUTY SHERIFF

Lafayette County Sheriff Department

04/1997-07/2002

Oxford, Mississippi

Duties and Responsibilities: patrol highways, streets, roads, and other areas; enforce motor vehicle laws and other state and federal laws, rules and regulations; investigate motor vehicle accidents; assist in traffic control; safeguard property; provide protective services for dignitaries and public gatherings; assist in the investigation of criminal activities; pursue suspects, make arrests; prepare reports and other information required

COMPUTER SKILLS:

Proficiency in use of Windows-based applications, Microsoft Word, Excel, Power Point, Internet navigation and research

RHONDA L. COLE

167 Creekwood Circle

Saltillo, MS 38866

662-871-4805

Email: rhondacole71@yahoo.com

OBJECTIVE:

My objective is to work for a company where I have an opportunity for the advancement of my career. I look for challenges in a work environment where I can prove myself to be a strong leader and decision maker.

QUALIFICATIONS:

I have been the Clerk of the court for the past 7 years. I oversee the daily operations of the largest court in North Mississippi. I oversee felony initial appearances and preliminary hearing for felony cases. I am responsible for the budgeting process and bill payments for Tupelo municipal Court. I work well with the other departments of the city. I have recently become a Notary for our court. I am self-motivated and a quick study. I have work experience with numerous computer systems and software programs.

EDUCATION:

2021/2022 Class of Jim Ingram Community Leadership program.

2014 – present Attend required continuing educational hours as required by law to hold the office of Clerk of the court for Tupelo Municipal Court.

2003-2010 Attended management training classes and phone skills classes as offered through our continuing education programs at Lane Furniture.

1991 Medical Clerk Certificate from Louisiana Business College of Tupelo.

1989 Graduate of Tupelo High School

EMPLOYMENT

2012-PRESENT Clerk of the Court for Tupelo Municipal Court.

I oversee daily operations of the largest court in North Mississippi. We are responsible for bond settings on felonies that are processed in Tupelo. I have to monitor felony cases to make sure the city is not over charged for housing with Lee Co Jail. I am the official keeper of the records for the audit that is done yearly. I am responsible for the yearly budget and all payment of bills. I work closely with the judges to cover schedules when conflicts arise and must find fill in judges. I am responsible for the approval of time for my employees. I am responsible for all supplies/forms for the office. I monitor and order all ticket books that must be distributed to the TPD officers. I set the trial dockets for DUI, Code enforcement and animal control and process probable cause cases.

1997-2011 Sales Service Supervisor for Lane Furniture Ind.

I over saw the daily operations of several territories. I worked closely with the sales representatives of the divisions and help with any production problems as they arise. I had nine women that processed furniture and parts orders and take dealer phone calls. I managed the workflow/distribution of orders submitted by fax through our paperless OnBase system. I was responsible for the training of new employees. I processed timesheets for our corporate office. I handled orders that

must be expedited or have special handling with the production department. I processed monthly discount reports and credit memos. I was responsible for processing order one of your major accounts H G Buying /TJX Companies.

1996-1997 Receptionist, Collateral Mortgage

Duties included setting daily appointments for loans officers, greeted new clients, answered an directed phone calls as received. I copied processed loans to be sent to the underwriters for loan approval. I picked up mail from PO Box and distribute to the loan officers. I processed bills for payment and submitted them to corporate office. I completed employment verification forms. I was responsible for sending out our homestead reminders to clients from the previous years.

1994-1995 Front Desk/Receptionist, Synergy Gas Co.

I waited on customers as needed to purchase propane or equipment. I answered the phone and took gas orders for clients. I was responsible for the daily bank deposits and mail pick up from the post office. I prepared bills for payment and submitted them to our corporate headquarters. Dispatched trick drivers a new gas orders were processed. I took receipts of new loads of fuel as it was received by tanker/rail car.

1990-1994 Clerk (Radiology), North MS Medical Center

I filed radiology reports in x-ray folders, assisted physicians with needed x-rays, I was responsible for processing the x-rays so that the radiologist could dictate reports on the films. Prepared films for patients to pick up. pulled x-rays for surgery cases for the next day. I answered

switchboard calls for the radiologist and took messages as needed and distributed them. Placed calls to physician for the radiologist. Set up appointments for special procedures as needed. I would collect films from the other floors of the hospital when they had been checked out.

BIO OF WILLIE C. ALLEN

Willie C. Allen was born to Willie and Alma Allen along with his three (3) siblings, Daphne, Robert, and Jerry. He was born and raised in Tupelo, Mississippi where he attended Tupelo Public Schools and was a member of the football, track, and power lifting teams. Willie graduated from Tupelo High School in 1992 and accepted a scholarship to play football at Delta State University where he was a four (4) year starter at Defensive Back. He graduated from Delta State University in May 1996 with a degree in Business Administration.

Willie's childhood aspiration in life was to become an attorney. He passionately believed he could do the best in his community as an advocate for others. In 2002, Willie was accepted into the Mississippi College School of Law and graduated in 2005. After graduating law school, he accepted a job with the Mississippi Secretary of State's Office where he served as Director of Elections Administration and Senior Attorney. In 2008, Willie decided it was time to come back home to Tupelo. Willie opened his law practice in Tupelo with the primary goal of helping people. As an attorney, Willie has provided countless hours of pro-bono legal representation to those who were unable to afford an attorney. In addition to his private law practice, Willie served as a *Guardian Ad Litem* and Public Defender for Lee County Youth Court from 2010 to 2018. In 2013, Willie was appointed as the first African American Municipal Court Judge for the City of Tupelo. As judge, he handles misdemeanors cases, felony search and arrest warrants, felony initial appearances, felony preliminary hearings and felony bonds.

Willie is a member of Omega Psi Phi Fraternity, Incorporated. Through this fraternal organization, he is an active participant of service projects and community outreach. This organization is responsible for food drives, blood drives, prostate cancer awareness, ACT Prep, and funding scholarships for area students. Willie also awards an annual scholarship to Tupelo High School students to help advance them in the area.

Willie's biggest joy in life is having the responsibility and pleasure of raising his two (2) children, Bailee Allen (age 12); and Willie C. Allen, II (age 6).

THE WEIR LAW FIRM, P.C.

1014 North Gloster
Tupelo, Mississippi 38803
Telephone: (662) 841-0220
Facsimile: (662) 842-3189
E-mail: jayw@weirfirm.com

JAMES (JAY) L. WEIR, JR., born Oxford, Mississippi, September 2, 1968 and raised in Tupelo; admitted to bar in 1999, Alabama; 2000, Mississippi; all state courts in Alabama and Mississippi, United States District Court for the Middle District of Alabama, United States District Court for the Northern and Southern Districts of Mississippi; United States Court of Appeals for the Fifth Circuit.

Education: University of Mississippi (Bachelor of Public Administration, 1990); Cumberland School of Law of Samford University - Birmingham, AL (J.D., 1999); President, Student Bar Association, Cumberland School of Law. *Member:* American Bar Association; Alabama State Bar; The Mississippi Bar (Young Lawyers Division - Seminars Committee, Chairman 2003 and 2004; Publications Committee, Chairman 2004-05); Lee County Bar Association; Lee County Young Lawyers Association; Mississippi Prosecutors Association; ABA Annual Meeting - *Young Lawyer Division delegate*, August 2004; The Mississippi Bar/Young Lawyers Division Board of Directors, director representing Northeast Mississippi, 2005-2007.

Jay spent five years working in the pharmaceutical industry prior to his enrolling in law school. As a third year law student he was elected President of the Student Bar Association by his classmates at Cumberland. While a law student he served as research assistant to Professor Jill Evans (*J.D., Northwestern University*) and clerk for the law firms of Hare, Wynn, Newell & Newton in Birmingham and Ferguson, Frost & Dodson, also in Birmingham. Jay's law practice focuses on business law; bankruptcy; civil litigation; contract law; criminal law; family law; personal injury and property law.

Municipal Judge: Jay has served as municipal judge for the City of Tupelo since January, 2012. His responsibilities include hearing misdemeanor criminal cases involving traffic violations; DUI's; drug charges; domestic violence; assault; shoplifting; larceny cases. He also handles initial appearances/bond settings and preliminary hearings for defendants charged with felonies.

Activities: Gardner-Simmons Home, Board of Directors, 2004-2008; Susan G. Komen Foundation - North Mississippi Affiliate, Board of Directors, 2004 - 2008, President 2006-08; Lee County Republican Executive Committee, Secretary 2004-2008; Mississippi Bar - Young Lawyers Division, Board of Directors, 2005-2007; Kiwanis Club of Tupelo, Executive Board, 2005-2007; and Church After School Association (CASA), Board of Directors.

Family: Jay is a native of Tupelo and is married to the former Kristina Schultz of Memphis, Tennessee. They have two sons, James (Jake) L. Weir, III who graduated from Tupelo High School in May, 2021 and is attending Mississippi State University and Charles (Charlie) Neil Weir who just completed the 9th grade at Tupelo High School. They are members of First United Methodist Church in Tupelo. Jay resides at 1882 Forest Park in Tupelo.

Richard Joseph Babb

Prosecutor
Tupelo, Mississippi

Education

1989	Juris Doctor, The University of Mississippi School of Law Moot Court Board
1981	Master of Divinity, Vanderbilt University Honors Council
1978	B.S. Education, Mississippi State University Treasurer and President, Lambda Chi Alpha Fraternity
1974	Ripley High School, Ripley, Mississippi.

Employment

2012-present	Municipal Prosecutor, Attorney for North Miss Narcotics Unit (2012 -2018), Assistant City Attorney (2018-2019) Tupelo, Mississippi.
2011-2012	General Practice of Law, Tupelo, Mississippi
2008-2011	District Chief of Staff, Congressman Travis Childers, United States House of Representatives
2004-2008	County Prosecuting Attorney and Youth Court Prosecutor, Benton County, Mississippi
1992-2007	County Prosecuting Attorney and Youth Court Prosecutor, Tippah County, Mississippi
1992-2007	Partner, Elliott, Permenter and Babb, Ripley, Mississippi
1989-1992	Associate, Smith, Elliott and Permenter, Ripley, Mississippi
1985	Adjunct Faculty, Dyersburg High School and Dyersburg State Community College
1983-1986	Curry Funeral Home, Dyersburg, Tennessee

Professional Organizations, Civic Organizations, and Activities

Mississippi Bar Association

Bar certified Mediation Specialist

Mississippi Prosecutors Association

Member, First United Methodist Church, Tupelo, Mississippi

Vice-Chair, Regional Rehabilitation Center Board of Directors, Tupelo, Mississippi

Co-Founder, Enrichment, Inc., educational non-profit for Ripley Public Schools

Co-Founder, Northeast Mississippi Heritage Hills Alliance, Tupelo, Mississippi

Co-Founder, Pedaling for Hope Bicycle Ride, (Benefiting the Regional Rehabilitation Center) Tanglefoot Trail, New Albany, Mississippi

Founder, Libraries for Daycares, Ripley, Mississippi

Co-Founder: Ripley Main Street Association

Family

Divorced

Children: Joe Babb, CPA, Eaton, Babb, and Smith, Tupelo, Mississippi

Ellen French, Copy Editor, Chattanooga, TN

Four grandchildren: Cate, Ava, and Jack. Tupelo, Mississippi; Olivia French, Chattanooga, TN

Interests

History, philosophy, theology, writing, bicycling, weightlifting, music, guitar, harmonica, triathlons

Dennis Howard Farris, Jr.

4614 Chesterville Road

Tupelo, MS 38801

(662) 213-5831

Objective: Maintain appointment as Public Defender for Tupelo Municipal Court.**Work Experience:**

City of Tupelo

March 2019 – Present

- Public Defender for Tupelo Municipal Court
- Appointed public defense counsel for all eligible misdemeanor defendants.
- Appointed public defense counsel for all felony charged initial appearances and preliminary hearings (as necessary and without representative conflict).

The Farris Firm – Attorneys at Law

October 2014 – Present

- Owner and Partner.
- General practice law office in Tupelo focusing primarily in family law, criminal defense, civil dispute resolution, and personal injury.

Billy Hewes for Lieutenant Governor Campaign

April – August 2011

- Deputy Campaign Manager
- Assistant to all campaign activities, including: fundraising, demographic analysis, policy analysis, law review, finance reports, campaign strategy building, and voter management.

Mississippi State Department of Health

June – August 2010

Internship

- Program educator.
- File and report locations of presentation, number of presentations and children, and travel.
- Manage scheduling and materials.
- Facilitate meetings with administrators, organizations, and education institutions.

Mississippi State University Department of Choral Music, Mississippi State, MS

August 2009 – April 2011

- Assist choral director in management of choral activities.

- Set and manage auditions for over two hundred potential members, annually.
- Record, copy, and distribute any and all audio or video through the MSU choral office.
- Assist in scheduling and setup of venues for choral performances.
- Manage and organize music library, attendance records, and office files.
- Various administrative activities.

The Orchard United Methodist Church, Tupelo, MS

May – July 2007

Summer Internship

- Junior and senior high music and worship intern.
- Review, manage, teach, and assist in band performances and worship experience.
- Assist in management and scheduling of junior and senior high missions and trips.

Aeropostale, Tupelo, MS

Various part-time work in 2005 and 2006 (minimum of 20 hours per week)

- Cashier, stock management, and sales associate.
- Part-time employment.

Pacific Sunwear, Tupelo, MS

Various part-time work in 2004 and 2005 (minimum of 20 hours per week)

- Cashier, stock management, and sales associate.
- Part-time employment.

Cherry Hill Photography, Tupelo, MS

Various part-time work in 2004 (minimum of 20 hours per week)

- Sales associate, cashier, photographer, and customer service employee.

Education:

University of Mississippi, Oxford, MS

Fall 2011 – Spring 2014

University of Mississippi School of Law

- Full-time law student
- Current GPA of 2.05/4.0
- Member of Christian Legal Society, Federalist Society, Law School Student Body.

Mississippi State University, Mississippi State, MS

Fall 2009 – Spring 2011

College of Arts and Sciences

Masters of Public Policy and Administration with concentration in healthcare policy

- MPPA degree completed
- GPA of 3.75/4.0
- Pi Alpha Alpha
MPPA academic honor society.
- MSU Bulldog Interest Group
Logistics and planning for student advocacy work with Mississippi Legislature.
- MSU Governor and Lt. Governor Forum Committee
Committee consultant for planning and facilitating campus-wide forum for 2011 Lieutenant Governor and Governor candidates.
- Research Ethics Consultation policy co-author (enacted as university policy December 2011 and project recipient of MSU Most Innovative Research award with MSU Graduate Symposium of 2011).

Mississippi State University, Mississippi State, MS

Fall 2005 – Spring 2009

College of Arts and Sciences

Political Science

- BA degree completed.
- GPA of 2.98/4.0
- Member of Beta Upsilon Chi Fraternity (2008 vice president)
- Member of MSU Wesley Foundation and backup worship leader.

Mantachie High School, Mantachie, MS

- Diploma Received May, 2005
- Salutatorian
- ACT 30, GPA of 3.94/4.0
- Member of: Science Club (vice president), Math Club (president), Drama Club, Varsity Tennis Team (team captain junior and senior years), MHS Math and Science Team (1st and 3rd place overall), Fellowship of Christian Athletes.

University of Mississippi, Oxford, MS

Summer 2004 – 2nd Session

- Trent Lott Leadership Institute

ORDINANCE

AN ORDINANCE AMENDING THE TUPELO BEER ORDINANCE HOURS OF SALE AND ON PREMISES CONSUMPTION

WHEREAS, The City of Tupelo previously adopted the Tupelo Beer Ordinance on October 3, 1984, and has amended said ordinance on May 4, 1993; August 3, 1993; February 3, 1998; June 15, 1999; June 18, 2002; March 21, 2003; May 18, 2004; September 15, 2009 and May 6, 2014; and

WHEREAS, the City of Tupelo is empowered to enforce rules and regulations for fixing zones and territories, prescribing hours of opening and closing and such other measures regarding light wine and beer as will promote public health, morals and safety under Section 67-3-65 of the Mississippi Code Annotated (1972), as amended and other applicable laws; and

WHEREAS, the City of Tupelo finds and determines that it is in the public interest to amend the current restriction on the prohibition of the sale, distribution, bartering, giving away and consumption of light wine and beer during certain extended hours.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Tupelo as follows:

SECTION 1. The prefatory statements are hereby incorporated herein.

SECTION 2. Chapter 5, Article II Section 5-16, Subsection (d)(2) of the Code of Ordinances of the City of Tupelo is hereby rescinded and the following is substituted therefor:

(d)(2) There will be no sale, distribution, bartering, giving away or consumption of beer and light wine in the Tupelo coliseum complex or in the CVB building on Sundays, except between the hours of 12:01 a.m. and 1:00 a.m. and between the hours of 8:00 a.m. and 12:00 midnight when such sale, distribution, bartering, giving away or consumption of beer and light wine will be permitted, subject to the other limitations set out in this Ordinance.

SECTION 3. Section 5-19 of Article II of Chapter 5 of the Code of Ordinances of the City of Tupelo is hereby rescinded and the following is substituted therefor:

Section 5-19. Sales on Sunday.

The sale, bartering, giving away or consumption of light wine and beer is prohibited on Sundays except between the hours of 12:01 a.m. and 1:00 a.m. and between the hours of 8:00 a.m. and 12:00 midnight when such sale, bartering or giving away of light wine and beer is permitted, subject to other limitations set out in this Ordinance.

SECTION 4. *Section 5-24 of Article II of Chapter 5 of the Code of Ordinances of the City of Tupelo is hereby rescinded and the following is substituted therefor:*

No person, corporation, partnership or other legal entity, nor any employee or agent of such person, corporation, partnership or legal entity holding a valid beer permit and beer license shall permit the sale, bartering, or giving away of beer and/or light wine between the hours of 1:00 a.m. and 7:00 a.m. the next morning. No person, corporation, partnership or other legal entity, nor any employee or agent of such person, corporation, partnership or legal entity holding a valid beer permit and beer license shall permit the on-premises consumption of light wine and beer between the hours of 1:00 a.m. and 8:00 a.m. Provided, however, that nothing in this section shall permit the sale, bartering, giving away or consumption of beer or light wine on Sunday, except between the hours of 12:01 a.m. and 1:00 a.m. and between the hours of 8:00 a.m. and 12:00 midnight when such sale, bartering or giving away will be permitted subject to the other limitations set out in this Ordinance.

SECTION 5. The remainder of Chapter 5 of the Code of Ordinances of the City of Tupelo is hereby ratified and remains in full force and effect.

SECTION 6. This amendatory ordinance has been articulated to be consistent with the constitution and laws of the State of Mississippi. The City Council finds that this amendatory ordinance does not violate any provision of the United States Constitution and laws. In the event that any court of competent jurisdiction finds that any provision of this amendatory ordinance is unconstitutional or invalid, the remainder of said ordinance shall remain in full force and effect. The City Council finds and determines that this amendatory ordinance in no way affects any provision of Chapter 5 which could be construed to be a zoning ordinance and therefore, no public hearing is necessary for the adoption of this amendatory ordinance.

SECTION 7. This ordinance shall become effective thirty (30) days from the date of its passage, and the City Clerk shall cause this ordinance to be published one (1) time in a local newspaper.


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

Councilmember Mims
Councilmember Bryan
Councilmember Beard
Councilmember Davis
Councilmember Palmer
Councilmember Gaston
Councilmember Jones

Aye
Aye
Aye
Aye
Aye
Aye
Aye

WHEREUPON, the foregoing Ordinance was declared, passed and adopted at a regular meeting of the Council on this the 7th day of September, 2021.


CITY OF TUPELO, MISSISSIPPI


BUDDY PALMER, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN, Mayor

9-7-2021
DATE

RESOLUTION

A RESOLUTION AUTHORIZING APPLICATION TO THE MISSISSIPPI STATE TAX COMMISSION TO EXTEND THE HOURS FOR THE SALE OF ALCOHOLIC BEVERAGES FOR THE LICENSED ON-PREMISES PERMITTEES, CLUBS AND CATERERS IN TUPELO, MISSISSIPPI

WHEREAS, the City of Tupelo is empowered by the Mississippi State Tax Commission via Local Option Regulation No. 12 to request the extension of the times and hours of sale of alcoholic beverages within the municipality by licensed on-premises permittees, clubs and caterers, with the approval of the Tax Commission; and

WHEREAS, on September 7, 2021, the City of Tupelo amended the Tupelo Beer Ordinance to extend the hours of the sale, distribution, bartering, giving away and consumption of light wine and beer, including on Sundays; and

WHEREAS, the City of Tupelo finds and determines that it is in the public interest to extend the current restrictions on times and hours of the sale of alcoholic beverages to coincide with the restrictions on times and hours of the sale and consumption of light wine and beer as stated in the Tupelo Beer Ordinance, as amended. .

NOW THEREFORE, BE IT RESOLVED BY THE TUPELO CITY COUNCIL as follows:

1. That the Mayor make application to the Mississippi State Tax Commission to extend the hours of sale of alcoholic beverages for licensed on-premises permittees (restaurants and bars), clubs and caterers to coincide with the restrictions on times and hours of the sale of light wine and beer as stated in the Tupelo Beer Ordinance as amended.
2. The City, by and through application signed by the Mayor of the City, requests that the Mississippi Tax Commission extend the hours of sale of alcoholic beverages to

licensed, on-premises permittees (restaurants and bars), clubs and caterers on each day between the hours of 8:00 a.m. and 1:00 a.m. of the following day pursuant to the provisions of the September 7, 2021 amendment to the Tupelo Beer Ordinance.

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

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 7th day of September, 2021.

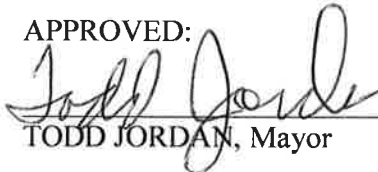
CITY OF TUPELO, MISSISSIPPI


BUDDY PALMER, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN, Mayor

9-7-2021
DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE September 03, 2021

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT 2020 HOMELAND SECURITY REALLOCATION OF FUNDING APPLICATIONS AC

Request: Seeking approval to submit applications for the HSGP on behalf of TPD, TFD, and IT.

Agency: MS Office of Homeland Security (MOHS)

Grant: Homeland Security Grant Program (HSGP)

City Entity: City of Tupelo - Tupelo Fire Department, Tupelo Police Department (Specifically EOD), Tupelo IT Department

Match: There is no match.

Submission Deadline: 09 September 2021, 8:00 AM.

Total Requested Amount: Exact figures TBD.

Overview: The purpose of the HSGP is to provide funds to eligible local, tribal, and state agencies to assist in the prevention of catastrophic or terrorist events. Additionally, HSGP funds aid communities and agencies in the five critical National Preparedness Goals: Prevention, Protection, Mitigation, Response and Recovery.

**AGREEMENT FOR ENGINEERING SERVICES
PHASE VII MAJOR THOROUGHFARE PROGRAM**

This agreement, made by and between the City of Tupelo, Mississippi, hereinafter referred to as the “OWNER,” and Engineering Solutions, Inc., hereinafter referred to as the “ENGINEERS.”

The OWNER intends to implement the proposed Phase VII of the Major Thoroughfare Program, and has employed the ENGINEERS, to perform the various professional engineering services associated with the design and construction of each project as stated in Section A and Section B herein;

WITNESSETH:

That for and in consideration of the mutual covenants and promises contained herein, the parties hereto agree that the Scope of Work for this Agreement shall be the same written and issued by the OWNER and included in the Request for Qualifications and Proposal dated May 2021. To accomplish this Scope the work shall be completed as follows:

SECTION A – PLANNING AND DESIGN ENGINEERING SERVICES

That the ENGINEERS shall furnish Planning and Design Engineering Services as follows:

1. The ENGINEERS will perform the necessary design investigations, accomplish the design and prepare the construction plans, specifications and contract documents. Design investigations will be limited to those required to perform the design and to prepare the plans and specifications.
2. The ENGINEERS will prepare an opinion of probable cost based on the construction plans and specifications. However, since the ENGINEERS have no control over the cost of labor, materials, equipment, services provided by others or over contractors’ pricing methods, or over market conditions or competitive bidding, the opinion of probable cost will be based on the ENGINEERS’ professional experience and judgment; but the ENGINEERS cannot and do not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by them.
3. Prior to the advertisement for bids, the ENGINEERS will provide the necessary copies of plans, specifications, and contract documents for the OWNER and the appropriate Federal, State and local agencies from whom approval of the project must be obtained.
4. The ENGINEERS will furnish additional copies of the plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge the prospective bidders for such copiers. After award of each contract, the ENGINEERS will furnish the OWNER the necessary contract documents for execution.

5. The ENGINEERS will attend the bid opening, tabulate the bid proposals, make an analysis of the bids and furnish information for the OWNER's use in awarding the contracts for construction. The notice of award and the notice to proceed shall also be prepared by the ENGINEERS for execution by the OWNER.
6. The ENGINEERS will prepare exhibits and/or descriptions of needed land and easement rights and assist with land and easement acquisition efforts.

SECTION B – CONSTRUCTION ENGINEERING SERVICES

That the ENGINEERS shall furnish Construction Engineering Services as follows:

1. The ENGINEERS will provide general construction overview of the work of the Contractor as construction progresses by making site visits at intervals appropriate to the various stages of construction as the ENGINEERS deem necessary, in order to observe as an experienced and qualified professional, the progress and quality of the Work. Such visits and observations are not intended to be exhaustive but rather shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such overview shall not be relied upon by others as acceptance of the work nor shall it be construed to relive the Contractor in any way from his obligations and responsibilities under the construction contract.

Based on ENGINEERS' visits and observations, the ENGINEERS shall keep the OWNER informed about the progress of the work and shall endeavor to guard against deficiencies and unnecessary delays in the work.

2. The ENGINEERS will review for general conformance with the design concept necessary shop and working drawings furnished by the Contractor.
3. The ENGINEERS will provide bench marks and/or reference points to be used by the Contractor in staking the construction.
4. The ENGINEERS will promptly verify and recommend payment of all the Contractor's progress estimates; shall check the quantities of all materials incorporated in the project; and will make prompt submission of the Contractor's final estimate and supporting documents to the OWNER for approval.
5. The ENGINEERS will make final review of the completed construction and provide a written record of such to the OWNER.
6. The ENGINEER will prepare change orders as and when necessary and required, and submit to the Owner for approval by the Tupelo City Council at a regular meeting.
7. The ENGINEERS will provide the OWNER with one set of record drawings. Record drawings will be developed from the construction plans based upon information provided

by the Contractor. Because these drawings are based on unverified information provided by other parties which will be assumed to be reliable, the ENGINEERS cannot and do not warrant their accuracy.

8. The ENGINEERS will conduct field and laboratory testing of soil, asphalt, concrete as required for quality assurance.

SECTION C – OWNER OBLIGATIONS

That OWNER agrees to perform certain duties as follows:

1. The OWNER shall provide access to and make all provisions for the ENGINEERS to enter upon public and private lands as required for the ENGINEERS to perform such work as surveys and inspections in the development of the Project(s); and the OWNER will indemnify the ENGINEERS from any claims of trespass with respect thereto to the fullest extent permitted by law.
2. The OWNER will negotiate for land rights and easements as necessary.

SECTION D – COMPENSATION FOR PLANNING, DESIGN, AND CONSTRUCTION ENGINEERING SERVICES

The OWNER shall compensate the ENGINEER for Planning and Design Services at a rate of 5.00% of the total actual construction contract for each individual project.

The compensation for Planning and Design services shall be payable in the following manner:

1. A sum equal to ninety-five percent (95%) of the total compensation for Planning and Design Services based on the approved Engineer's Construction Cost Estimate after completion and submission of the construction plans, specifications, cost estimates, and contract documents. (35%) will be billed upon the submission of the 35-Percent review plans and (65%) will be billed upon the submission of the 65-Percent review plans.
2. A sum equal to five percent (5%) of the total compensation for Planning and Design Services based on the Construction Contract Amount (Bid) after the ENGINEER makes recommendations for awarding the contract.

Payment under this section will be adjusted after the construction contracts are awarded such that the aggregate of all sums paid to the ENGINEER under this section shall equal 100% of the compensation determined as based on the actual construction contract amount.

If the work is not let for public contract, compensation will be based on the Engineers Construction Cost Estimate.

The OWNER shall compensate the ENGINEER for Construction Engineering Services at a rate of 3.50% based on a percentage of the total actual construction cost for each individual project.

The compensation for Construction Engineering services shall be payable in the following manner:

1. A sum equal to a percentage of the total compensation for Construction Engineering Services based on the Construction Contract Amount will be billed based on the amount of construction completed.

If the work is accomplished in separate parts, each phase shall be considered a separate project for the purpose of determining compensation for all types of engineering services.

SECTION E – SPECIAL SERVICES

That the ENGINEERS shall furnish or obtain from others Special Services of the following type which will be paid for by the OWNER as indicated below.

Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract by more than thirty days, or acceleration of the work schedule involving services beyond normal working hours.

Payment for the special services specified in this section shall be based on the Special Services Fee Schedule as set forth in Attachment II which is attached hereto and made a part hereof by reference. The ENGINEERS will render to the OWNER an itemized bill for such services; however, in no event shall ENGINEERS be entitled to payment for Special Services in excess of the per day liquidated damages to which Owner is entitled as set forth in the contract between OWNER and the construction contractor for each project. (It is understood by the parties hereto that construction contracts with project contractors have not yet been entered but that the terms thereof as to per day liquidated damages shall apply to this Section upon execution of each.)

SECTION F – GENERAL CONSIDERATIONS

1. The standard of care for engineering services performed or furnished by the ENGINEERS under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEERS make no warranties, express or implied, under this Agreement, or otherwise, in connection with the ENGINEERS' services. The ENGINEERS may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
2. The ENGINEERS shall not at any time supervise, direct or have control over any contractor's work, nor shall the ENGINEERS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for any failure of any contractor to comply with laws and regulations applicable to the contractor's work.

3. The ENGINEERS neither guarantee the performance of any contractor nor assume responsibility for any contractor's failure to furnish and perform work in accordance with the contract between the OWNER and such contractor.
4. The ENGINEERS have no authority to exercise any control over any construction contractor in connection with their health or safety precautions. The ENGINEERS' construction engineering services do not include any administration of job site safety which is the sole responsibility of the contractor. Any reference to safety in the contract document shall not create any duty of job site safety administration or oversight by the ENGINEERS. Neither the professional activities of the ENGINEERS, nor the presence of the ENGINEERS at a job site shall relieve any contractor of their obligations and responsibilities for superintending or coordinating any health or safety precautions required by any regulatory agencies.
5. In the event that it shall be necessary for either party to retain legal counsel to resolve a dispute or to enforce either's respective rights hereunder, the party prevailing upon resolution of such disputes or enforcements of such rights shall be entitled to recover payment of all reasonable attorney's fees, expenses and costs incurred therewith.

SECTION G – TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

The OWNER and the ENGINEERS further agree to the following conditions:

1. Either the OWNER or the ENGINEERS may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar days prior written notice. The OWNER shall within 30 calendar days of termination pay the ENGINEERS for services rendered and costs incurred to the date of termination in accordance with the compensation provisions of this contract.
2. The OWNER acknowledges the ENGINEERS' construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents (record drawings) prepared under this Agreement shall become the property of the OWNER upon completion of the services and payment in full of all monies due to the ENGINEERS. The OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the ENGINEERS. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEERS, its officers, directors, employees and sub consultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ENGINEERS.

3. The ENGINEERS have not offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEERS or any of the ENGINEERS' consultants as a consequence of this Agreement.
4. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEERS respectively and its partners, successors, assigns, and legal representatives. Neither the OWNER nor the ENGINEERS shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party.
5. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

SECTION H - MANDATORY PROVISIONS FOR ALL CITY OF TUPELO CONTRACTS

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

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).

15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.
16. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by TUPELO will be posted on a public website. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.
Miss. Code Ann. §§ 27-104-151 to 159.
17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.
Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1


21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

In witness whereof, the parties hereto have made and executed this Agreement the _____ day of _____, 2021.

OWNER: CITY OF TUPELO

ENGINEERS: ENGINEERING
SOLUTIONS, INC.

By: _____
Todd Jordan, Mayor

By: 
John White, PE, PS
Principal

Date: _____

Date: 8-17-21

ATTEST:

Date: _____

ATTACHMENT A
STANDARD RATES AND CHARGES FOR
ENGINEERING SERVICES

<u>Classification</u>	<u>Charge</u>
Principal/Project Manager	\$168
Professional Engineer	\$115
Engineer Intern	\$ 75
Sr. Engineering Designer	\$ 75
Drafting Technician	\$ 60
Senior Construction Inspector	\$ 70
Construction Inspector	\$ 60
Clerical	\$ 40
Survey Crew:	\$120
Testing Technician	\$ 60
Field Density Test	\$38/ea
Soil Classification	\$275/ea
Standard Proctor Test	\$350/ea
Concrete Cylinder Breaks	\$25/ea
Concrete Mix Design	\$325/ea
Elevated Tank Climb	\$225/ea

REIMBURSABLE EXPENSES

1. Travel from office at \$0.51 per mile, plus actual out-of-pocket cost, plus time at above rates for both ways, for time spent on Additional Services. *Note: this does not apply to normal project activities.*
2. Actual cost of mileage (at \$0.51/mile), subsistence and lodging if required by travel outside a 50-mile radius of Project location.
3. Actual costs of special tests and services of special consultants.

Amended Final Lot Mowing Report for 9/7

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	36303	089F3008900	420 TOLBERT ST	HALFACRE ALMA LARTHIDGE	420 TOLBERT STREET	TUPELO, MS 38804	SB
2.	36304	089F3013300	431 TOLBERT ST	JAMISON ROBERT	2018 CRABAPPLE DR	TUPELO, MS 38801	SB
3.	36305	089F3008400	638 N CHURCH ST	JOHNSON ANTOINETTA	376 ROAD 1	TUPELO, MS 38804	SB
4.	36312	089B3014300	1204 HILDA AVE	AGUILAR GUSTAVO	1008 EISENHOWER DR	TUPELO, MS 38801	SB
5.	36315	089B3004700	1148 N MADISON ST	CHURCH TEMPLE OF COMPASSION & DELIVERANC	POST OFFICE BOX 7281	TUPELO, MS 38802	SB
6.	36334	077R3610700	1224 CENTRAL AVE	MORDECAI TODD	3457 HWY 6	PLANTERSVILLE, MS 38862	SB
7.	36335	077R3610200	103 LEWIS DR	HOLLYWOOD INVESTMENTS LLC	980 CHARLESTON BLVD	TUPELO, MS 38801	SB
8.	36336	077C2501600	1507 TRACE AVE	WEBB DEAN & JENNIFER HANKINS	1104 CR 811	SALTILLO, MS 38866	RS
9.	36339	077R3609600	1236 CENTRAL	TIMRATTIANA KOBCHAI & SATTRAKOUNE SAOWAN	1032 COUNTY ROAD 204	BLUE SPRINGS, MS 38828	SB
10	36340	077R3610800	111 STONE ST	EVANS FAMILY TRUST	G ROBERT & CHARLOTTE EVANS TRU	P O BOX 223380	SB
11	36341	077R3606300	112 STONE ST	PANNELL PAUL DAVID	411 ROBINS ST	TUPELO, MS 38801	SB
12	36342	089K3105300	465 N BROADWAY ST	JM HARRISON PROPERTIES LLC	3423 SUMMERLIN DR	BELDEN, MS 38826	RS

APPENDIX Q

Amended Final Lot Mowing Report for 9/7

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	36343	089K3107200	460 N BROADWAY ST	KYVETOS JOHN G	1202 HIGHLAND DRIVE	AMORY, MS 38821	RS
14	37343	078A2800942	CHARLESTON GARDENS DR	SOUTHERN GROUP OF MS INC THE	P O BOX 3171	TUPELO, MS 38803	JLS
15	37362	077P3506700	107 LAKEVIEW DR	GDA INVESTMENTS LLC	P O BOX 87	RED BANKS, MS 38661	JLS
16	37368	075R2217400	3344 FORREST HILL DR	WALKER JOSHUA K & LEAH K	3344 FOREST HILL DR	BELDEN, MS 38826	SB
17	37373	101G0102100	1801 SWALLOW LN	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	RS
18	37379	089V3201300	772 E MAIN ST	SETHI S L	1554 W PEACE ST	CANTON, MS 39046	SB
19	37382	088A2805100	1250 N VETERANS MEMORIAL BLVD	NOLAN BRAD & SULLIVAN HEATH	1250 N VETERANS MEMORIAL BLVD	TUPELO, MS 38804	JLS
20	37391	105D1501500	2786 BEASLEY DR	DILWORTH LATONIA MARLENE	P O BOX 2704	TUPELO, MS 38803	RS
21	37403	089F3005200	523 W BARNES ST	WALLACE NELVIN B & GLORIA D	970 CHESTERVILLE ROAD	BELDEN, MS 38826	SB
22	37404	089F3005000	517 W BARNES ST	ROBINSON ANGELA	146 12TH STREET	RICHMOND, CA 94801	SB
23	37405	089E3017300	901 N MADISON ST	HODGE HUSHEL	901 N MADISON ST	TUPELO, MS 38804	SB

Amended Final Lot Mowing Report for 9/7

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
24	37413	101D0123400	1301 LAWNDALE DR	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	JLS
25	37414	084U1900705	NATION HILL DR	BRISTOW GERALD MITTS	P.O. BOX 362	TUPELO, MS 38802	SB
26	37415	084U1900701	NATION HILLS DR	JTM LLC	210 EAST MAIN ST	TUPELO, MS 38804	SB
27	37437	089F3019100	617 N SPRING ST	MARTIN TAMICKA B	P O BOX 1252	TUPELO, MS 38802	SB
28	37438	089F3022000	610-612 N SPRING ST	REESE FLORENCE	PO BOX 951	TUPELO, MS 38802	SB
29	37443	077Q3611700	1528 REED ST	ROBINSON JOHN	1528 REED ST	TUPELO, MS 38801	SB
30	37445	077Q3612400	1502 REED ST	SWINEA JAMES (LUCILLE)	421 RD 830	PLANTERSVILLE, MS 38862	SB
31	37454	101C0101100	1208 HARRISON ST EXT	BEAN JIMMY D JR & DEIDRAH R	1208 HARRISON	TUPELO, MS 38801	RS 869
32	37464	101G0126200	1505 AUDUBON DR	NAGRA SARANJIT	1505 AUDUBON DR	TUPELO, MS 38801	RS
33	37465	101G0111000	2020 LAWNDALE DR	PERKINS MICHAEL & ELIZABETH A	2020 LAWNDALE DR	TUPELO, MS 38801	RS
34	37468	085U2101400	2303 N VETERANS MEMORIAL BLVD	DUFFIE DARRELL & CYNTHIA	P O BOX 700	SALTILLO, MS 38866	JLS
35	37474	077N3502508	2615 W MAIN ST	BARKERS VILLAGE INC	PO BOX 52427	ATLANTA, GA 30355	JLS

870
**MINUTES OF THE
TUPELO PLANNING COMMITTEE
August 2, 2021**

CALL TO ORDER

Chairman Scott Davis called the meeting to order. Mr. Lindsey Leake, Ms. Pam Hadley, Mr. Jimmy Swann, Ms. Leslie Mart, Ms. Patti Thompson, Chairman Scott Davis and staff member Russ Wilson, Zoning Administrator for the City were present. Mr. Gus Hildebrand arrived during discussion of the Old Business item.

Chairman Davis asked Mr. Leake to open with a prayer and Ms. Patti Thompson to lead the pledge. Afterwards, staff and committee members introduced themselves to those present.

REVIEW OF JULY 12, 2021 MINUTES

Chairman Davis asked the group if they had reviewed the minutes of the last meeting. Ms. Thompson made a motion to approve the minutes, and Ms. Mart seconded. The motion carried by unanimous vote.

REPORT ON COUNCIL ACTIONS

Mr. Wilson reported that all July 12 actions were approved by the City Council at their July 20 meeting through approval of their minutes.

OLD BUSINESS

MSP18-01/REZ21-01 (Revision/Rezoning): Request to modify the site plan for the Landmark project on North Gloster Street, which was initially reviewed and approved by Planning Committee in June and July of 2017, and revised in 2018 to change locations of hotels and allow additional height on one of the hotels. This current proposed change affects only lots 6 and 7 of the overall development, to replace the retail space on these two lots with additional hotel space, which is limited to three stories by current zoning. (Rezoning) The applicant wishes to rezone lots 6 & 7 from Mixed Use Residential to Mixed Use Commercial Corridor (MUR to MUCC) in order to allow 4 story hotels to be built.

Mr. Bruce Patel with Fusion Hospitality and Mr. Greg Carrico with Pickering Engineering addressed the committee. Mr. Patel explained how Covid-19 has expanded the e-commerce market, which has negatively affected the retail market. He said major retailers are shutting down during the Pandemic and it just didn't make sense to have retail located further back off Gloster. Also domestic tourism had reached an all-time high and is predicted to go higher, thus the reason for the requested changes, with a hotel with suites in back and restaurants and a scaled down retail plan in front due to these market changes. Mr. Wilson showed maps on-screen of the original and revised plans and explained the history of the project. Mr. Patel reviewed the plans on screen and gave more details on the history of the project and the current request. He hoped to eventually have two Hilton and two Marriott hotels on the property. Mr. Davis asked if he could make the three story hotel work. Mr. Patel said that it just didn't work financially and that 4-story hotels are all that have been built in Tupelo in recent years. Ms. Thompson asked how the 4-story hotel would affect the houses behind the proposed hotel. Mr. Patel said that these homes were not for sale, but rather CCRC (Continued Care Retirement Community) leased units and that fences are included on the site plan, each unit has fewer windows than normal with window treatments and that they have had no problems at other facilities in similar locations. Ms. Thompson asked if the applicant would consider moving the plan closer to Gloster to

reduce its impact on the residences and Mr. Patel agreed to do so and submit photometric plans which show that for City approval. Mr. Pickering added that this could easily be accomplished and Mr. Patel said that it would actually increase visibility of the hotel from Gloster. Mr. Wilson asked if the additional height would be a problem for the residents on Sunnyside and also if the retail would still help making the development mixed use and more self-sustaining to reduce to need for aging residents to leave the property. Mr. Patel mentioned that pharmacy and dry cleaning is delivered directly to residents and that there are on-site laundry facilities.

Mr. Hildenbrand arrived and asked why there were four hotels, and why there was a need to move them since they could be allowed on the Gloster Street side. Mr. Patel repeated his earlier justification of why retail was in less demand and only commanded lower rental rates. Mr. Swann asked again if the hotel on lot 6 could be moved forward and Mr. Pickering explained that it would not be a problem at all and Mr. Patel agreed to do so. Staff member Mr. Wilson asked how long it would be before they could determine when Lot 7 could be built with a hotel and asked if it might be wise to delay rezoning of that portion. Mr. Patel said it might be two years so he didn't have an issue delaying rezoning that parcel. Mr. Wilson also asked about the tree buffer on the West side of those lots and the proposed tree buffer. Mr. Pickering stated that it would be easy to work toward planting trees that would be better buffers for the residences. Mr. Patel pointed out that he has a record of exceeding minimum landscape plans on his previous developed properties in Tupelo. Mr. Swann reminded the applicant that the proceeding is being recorded so his promises are documented. Mr. Wilson reminded that a new site plan must be presented for approval in order to address these issues.

Mr. Davis opened the floor for public comments. Karen Thompson who lives off Sunnyside asked about the future of Rial Drive. Mr. Patel mentioned that Rial Drive terminates as shown on the plan. The 1309 Rial resident asked about the buffer between the development and her property. Mr. Pickering showed the 20 ft. landscaping buffer that was shown on the plan to address her issue. Mr. Patel mentioned that he demolished an abandoned house that was on the adjacent property. Ms. Mart asked about the elevation differences between the Rial Drive properties and the development. Mr. Pickering mentioned that it was a gentle slope and that the plan will adequately address that issue and Mr. Patel reiterated that Rial Drive had been abandoned just past the houses on Rial Drive. Mr. Davis closed the Public portion of the hearing and opened up discussion for committee and staff. Mr. Davis asked Mr. Wilson what the staff recommendation was.

Mr. Wilson stated that The Department of Development Services would recommend approval of the rezoning request provided that an adequate landscape buffer was in place to protect the residents to the West from any negative impact of the 4-story hotel development proposed for lot 6. However, since there was no hurry to develop lot 7, Mr. Wilson recommended that it not be included in the rezoning right now.

Mr. Wilson explained that there are two actions being considered tonight which are both related. It was recommended that the most recent request for the site plan changes be approved, but to move the two 3-story hotels on lot 6 closer to Gloster and approve the plan for lot 7 as presented. The next action should then be to rezone only lot 6 to MUCC from MUR in order to allow the hotel to be built to 4 stories, with the understanding that an adequate landscape buffer be added to protect the residential area to the West.

Mr. Davis further explained this process again with several questions asked about current zoning, sidewalks, clarification for the two actions needed, both the proposed site plan approval and the proposed rezoning.

Mr. Hildenbrand made a motion to approve the site plan changes as presented and tabled earlier, with the only change being that the 3-story hotel on lot 6 be moved to the east side of the lot 6. Ms. Mart seconded the motion. The motion was approved unanimously.

Ms. Mart made a motion to approve the rezoning of Lot 6 from MUR to MUCC, allowing the hotel on that lot to be 4-stories. Mr. Leake seconded the motion and it passed unanimously. Mr. Wilson advised those present of their right to appeal the decision within three days to the Department of Development Services, otherwise the committee's minutes will be sent to the Council for consideration at their next City Council Meeting.

NEW BUSINESS

REZ21-02: Request to rezone two parcels off of Priscilla Lane near the intersection of North Veterans and I-22 from Agricultural/Open Space (A/O) to Mixed Use Commercial Corridor (MUCC).

Mr. Wilson asked to make a correction to the application. It was overlooked when preparing the packet that one of the two lots being considered is actually zoned LDR while the other is zoned A/O. The notice was correct on one side of the map sent out with the notice, but incorrectly shown on the actual map of the two parcels. This doesn't change the intent of the rezoning but was seen as a small error, not requiring that new notifications be sent.

Mr. Davis requested that the applicant present his information.

Mr. Eddie Carnathan, 132 Union Bell Blvd, Saltillo. Mr. Carnathan introduced his family and gave a history of the property and the general area of his proposed development. His parents and grandmother had lived on part of the property, but after they passed away, both houses were vacant for years and eventually sold and moved. They have since had Tombigbee Electric and Thompson Machinery interested in purchasing the property years ago when the property did not have adequate acreage or public utility infrastructure to support their plans. Since then, the City of Tupelo annexed this area in 2012 and has improved the water and sewer to support commercial development all along that intersection with I-22 and even on across on the North side of 1-22. With this infrastructure in place, now seems to be a good time to sell.

Recently, Mr. Carnathan has signed a contract to sell this area for development of a convenience store/gas station, with a possible addition of a restaurant and strip center retail area with 3-4 businesses. He asked to rezone these areas and noted that they had been encourage to go ahead and rezone the additional property at the same time since that seemed to be the best use for that vacant property. He mentioned that there are only two other properties remaining on these lots and that Cooley Trucking had recently located just South of there. Mr. Carnathan said that the flooding in that area has been greatly reduced in the Town Creek area by flood control measures added over the years.

Mr. Duke Loden, who lives in Ridgeway in Tupelo mentioned that this area is ready for development due to the "big water, big sewer, and big electrical capacity" in that area. He said they don't get big areas like 25-30 acre developments very often and this site is ready. Mr. Loden passed out renderings of the proposed initial development from a company in Cordova TN, similar to the development off Hwy 45 at Eason with the gas station and restaurant. Mr. Hildenbrand mentioned that if the proposed developer had done business in Collierville or Cordova, TN, it had to be of high quality.

Mr. Davis opened the public input portion of the meeting.

Mr. Reed Booth of Boca Raton, FL, and "part time" resident of 121 Priscilla Lane spoke about his Dad living there now, and his grandparents before that. He considers that to be "home" and stays there when he visits

and along with his sister, Robin does not want a gas station across from his house at 121 Priscilla Lane. He said gas stations off the interstate, “draws drugs, prostitution, and sex trafficking”, and that would be right outside their front door.

Robin Clark of Brandenton, FL said she also lives in the home in Tupelo. She said that she knew that someday that this would be valuable commercial property. Her parents had told her that this would happen with I-22 coming through, the property being brought into the city - that it would someday be sought as commercial property but doesn't think now is the time. They do see a future of a large development, but doesn't see how such a small development now could benefit the area. Maybe in the future a large development that Tupelo could want in the future, something big that we could all benefit from would be better.

Mr. Booth added that his dad could not be there tonight because he fell recently and broke his hip and couldn't get out of the hospital to come to the meeting. They all love Tupelo, but don't want a gas station in their front yard.

Ashley Norman, 133 Priscilla Lane lives near the property with her husband and children. They have lived there since 2016 and recently purchased the property and wanted to keep this property in their family. She said she understands why they want to sell the land, but she is not for it because of a gas station 500 feet in front of her house. They own lots 133 and 133A on the map located between the two parcels requested to be rezoned. She said she would like to wait until a bigger development that benefits all of us are considered. They don't want this in their front yard.

Mr. Hildenbrand stated that the gas station location was unclear. Mr. Davis asked for clarification on how you get to the gas station, that the concern seems to be where will the road actually be to access the property? Will it be Priscilla Lane, which is a narrow street.

David Smith, a brother-in-law, spoke to how small the property is, how narrow the road is. He said he had been a sheriff before and what these gas stations draw off the interstate, and that would be 50 yards away from the property. He understands that this is a property that will develop, but he doesn't think anyone would want this in their front yard.

In response, Mr. Carnathan explained more of the history of the property and mentioned that the land is now vacant and that he owns more property in the area and doesn't want to see development that would be degrading to his other property. The larger site would be ripe for a large development. He has turned down other offers that he didn't think would be good. He wants it to look good and be something others would appreciate.

Mr. Davis closed the public portion and opened it up to committee discussion.

Mr. Hildenbrand thought that the development would be a nice place and that it wouldn't be beneficial to allow something that would bring property values down. He thought it looked like a good opportunity, similar to the Brooks Grocery Development. Others on the committee disagreed and pointed out that no homes were as near as at this location

Several committee members asked if this was the right time to develop this property as commercial, is this the right place to develop this property. Ms. Thompson asked if there were other houses on the LDR portion, to which Mr. Carnathan said that all the houses were vacant or ready to be removed from the property. Mr. Wilson and Mr. Carnathan each clarified the zoning of each lot and where the opponents to the rezoning actually live and how they currently access their property. Mr. Leake asked about a landscape buffer between the commercial and the residential. Mr. Davis mentioned that this was just preliminary but that a buffer

would be required as usual between commercial and residential. Ms. Mart asked if they could rezone only one lot. Mr. Wilson said that was a possibility, however, with one being zoned A/O it was in a holding position to be rezoned in the future as Commercial with its location to the Interstate. Mr. Hildenbrand said that all the traffic would have to access the commercial via Priscilla LN. Ms. Thompson suggested tabling the item. Mr. Davis said that this situation was different with homes nearby and thought it ought to be decided now, which is why we have a Planning Committee. Ms. Hadley questioned if we were voting on the gas station or just the rezoning. Mr. Davis clarified that. Mr. Davis asked for a motion. Ms. Thompson made a motion to deny. Ms. Mart seconded the motion with 4 voting to deny and three abstaining, so the motion to deny passed 4-3.

Mr. Wilson informed Mr. Carnathan of his right to appeal the decision in writing to the City Council within three days, and if he wishes to revise the plan with other parcels added, he would not have to wait one year to submit an application to rezone since it would be different.

FLEX21-03: Request to allow expansion of a non-conforming use at 6481 Chesterville Road. This non-conforming use was grandfathered in when this area was annexed into the City. Applicant wishes to expand this non-conforming use to add RV rental spaces.

Mr. Davis called the next applicant forward.

Rick Tudor, 148 Bellwood Hills Circle in Tupelo bought the business about 2 years ago and wishes to add RV/Boat storage. Mr. Wilson showed an aerial map of the property located across the street from Chesterville Grocery. Due to the turn radius of RVs, the original site plan was revised to move the storage areas. Mr. Wilson also pointed out 5 recently built rental houses which back up to the property and the existing tree line which would mostly be removed to make space for the RV/Boat stalls. Mr. Hildenbrand asked about trees. Mr. Tudor mentioned that those would have to come down. The entrance is located in a curve of Chesterville Road. This was the only place on the lot to place the new spaces. Ms. Mart asked about whether the storage units were there when the applicant bought the business. He said yes. Ms. Thompson asked whether there was a need for this. Mr. Tudor went to a self-storage conference recently and learned a lot about this as being a service to an area and now plans to add electrical service to the units to accommodate RVs and battery chargers for boats. Mr. Davis asked about a landscape buffer requirement. Mr. Wilson said there is a requirement but didn't know the specifics. Mr. Tudor intends to gravel the parking lot and the new units will be 35'x12'canopy style steel structures. Mr. Swann asked about calls from surrounding property owners. There had been no calls. Ms. Thompson asked about drainage and Mr. Tudor said that it wouldn't add any extra drainage or shouldn't create any drainage problems. Ms. Mart asked if the applicant had looked at any other possible locations and he said he has not. Mr. Hildenbrand and Mr. Davis discussed the buffer area. Mr. Davis said he thought this was a good service, but creating a buffer was the challenge. Mr. Davis suggested that the committee table the item and see if the applicant can improve the landscape buffer. A motion was made to table by Gus Hildenbrand and the motion carried unanimously and will be moved to the September agenda.

The committee discussed the September meeting due to the Labor Day Holiday. It was decided to have the work session on August 30, with the Planning Committee meeting moved to September 13th. MS. Thompson made a motion to adjourn, seconded by MS Mart and it passed unanimously.



Historic Preservation Commission * Department of Development Services
71 East Troy Street * Tupelo, MS 38802 * (662) 841-6510

APPLICATION FOR HISTORIC PRESERVATION COMMISSION

NAME Chris Rakestraw

ADDRESS 602 Clayton Ave., Tupelo, MS 38804

PHONE (662) 321 - 1137 FAX () -

EMAIL chris@therarehome.com

TERM OF MEMBERSHIP 2021 - 2024

TERM EXPIRES 7/1/24

(Determined by Chief Elected Official or Governing Body or by Historic Preservation Ordinance)

OCCUPATION Real Estate Broker

EDUCATION BBA Finance|Real Estate - Ole Miss
BS School of Architecture with Emphasis in Interior Design – MS State

TRAINING AND/OR INTEREST IN HISTORIC PRESERVATION (eg, conferences attended, membership in other organizations, special training, courses taken, volunteer activities, or previous job experience). A resume may be included.

Numerous classes and Architectural tours taken @ MS State.
Joyner Design Review Committee 2019|2020



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director – Public Works

DATE 08/27/21

SUBJECT: IN THE MATTER OF BID APPROVAL 2021-023PW CITY HALL EXTERIOR
REFURBISH - CW

Request:

Request for bid approval of the 2021-023PW City Hall Exterior Refurbish

One bidder responded. We propose that the bid be awarded the lowest and best bid –

A.S. Fornea Construction, LLC

Minute Entry Sign Up Sheet

Date: 8/5/2021Time: 10:00Bid # 2021-023PWDepartment: PWProject: CITY HALL EXTERIOR REFURBISH

Attendance

Company

Trac Dillal
Haye WestmanCOT
COT

From: Traci Dillard
Sent: Friday, August 20, 2021 2:45 PM
To: Kristeen Rush
Subject: RE: Bid 2021-023PW
Attachments: Sign in Sheet.pdf

There was only one bid and it was electronic.

Thanks,

Traci Dillard
Purchasing/Accounts Payable Manager
City of Tupelo
PO Box 1485
Tupelo, MS 38801
w: 662-841-6456
c: 662-401-6597

From: Kristeen Rush <Kristeen.Rush@tupeloms.gov>
Sent: Friday, August 20, 2021 1:54 PM
To: Traci Dillard <Traci.Dillard@tupeloms.gov>
Subject: RE: Bid 2021-023PW

Were there any other bidders on this project? Bid sign in sheet? Etc.

From: Traci Dillard
Sent: Friday, August 20, 2021 1:37 PM
To: Kristeen Rush <Kristeen.Rush@tupeloms.gov>
Subject: Bid 2021-023PW

Traci Dillard
Purchasing/Accounts Payable Manager
City of Tupelo
PO Box 1485
Tupelo, MS 38801
w: 662-841-6456
c: 662-401-6597

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address): A.S. Fornea Construction, LLC
 P. O. Box 148
 Oxford, MS 38655

SURETY (Name and Address of Principal Place of Business):
 American Southern Insurance Company
 P.O. Box 723030
 Atlanta, GA 31139-0030

OWNER (Name and Address): City of Tupelo
 71 East Troy Street
 Tupelo, MS 38804

BID: Bid Due Date: 8/5/2021
 Project (Brief Description Including Location):
 City Hall Exterior Refurbish Bid #2021-023PW

BOND: Bond Number : Bid Bond
 Date: (Not Later than Bid Due Date): 8/5/2021
 Penal Sum: Five Percent of Amount of Bid (Words) \$ 5% of Amount of Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER: A.S. Fornea Construction, LLC (Seal)
 Bidder's Name and Corporate Seal

By: _____
 Signature

 Print Name

 Title

Attest: _____
 Signature

 Title

SURETY: American Southern Insurance Company (Seal)
 Surety's Name and Corporate Seal

By: _____
 Signature (Attach Power of Attorney)
 Scott E. Stoltzner

 Print Name

 Attorney-in-Fact

 Title

Attest: _____
 Signature

 Megan Lann, Witness

 Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Countersigned By: _____
 Stephen Wesley Price, Jr.
 Resident MS Agent

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any Performance and Payment Bonds required by the Bidding Documents and Contract Documents, or

3.2 All bids are rejected by Owner, or

3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue a notice of award agreed to in writing by the Owner and Bidder, provided that the time for issuing notice of award

including extension shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW
Suite 4-800
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030
Atlanta, GA 31139-0030

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, James A. Mallis of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

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

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of February 2021.

Attest:

Melanie A. Coppola
Melanie A. Coppola, Secretary



American Southern Insurance Company

Scott G. Thompson
Scott G. Thompson, President

STATE OF GEORGIA

SS:

COUNTY OF FULTON

On this 25th day of February 2021, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Candace T. Cheatham

Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires May 3, 2022

STATE OF GEORGIA

SS:

COUNTY OF FULTON

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 5th day of August 2021.

Power No. 51514

John R. Huot
John R. Huot
Vice President



Tupelo City Hall Exterior Refurbish

BID PROPOSAL

Proposal of AS FORNEA CONSTRUCTION (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **CITY HALL EXTERIOR REFURBISH**.

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 90 consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>N/A</u>	DATE: <u>N/A</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project.

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 Bid Documents 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 below.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the

Tupelo City Hall Exterior Refurbish

BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond 5% of Base Bid Amount DOLLARS (\$ 88,000) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

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.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTES:

1. Any erasure change, or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no additional cost to the owner should an increase or decrease in quantities required be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. 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.
4. 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.

Tupelo City Hall Exterior Refurbish

BID SCHEDULETO: CITY OF TUPELO (OWNER)

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the bid documents and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

BASE BID – CITY HALL EXTERIOR REFURBISH

Item Description	Qty.	Unit	Unit Price	Extension
Clean all exterior surfaces (including but not limited to: Dry-vit, drip edges, metal flashing)	1	LS	12,000	12,000
Re-seal all exterior caulk joints	1	LS	5,000	5,000
Clean, re-seal and re-finish all dry-vit back to original color (Including Window Trim, window seals, Window Headers, Columns, etc.)	1	LS	55,300	55,300
Clean all windows	1	LS	3,500	3,500
Clean and Re-finish all railing at Deck, entrances, and balconies back to original color	1	LS	8,000	8,000
Clean and Re-Finish Dome on Roof (back to original color)	1	LS	4,200	4,200
TOTAL BASE BID AMOUNT			88,000	88,000

CONTRACTOR: AS FORNEA CONSTRUCTIONNAME: Andrew ForneaTITLE: PresidentADDRESS: 1015 N. LAMAR BLV.OXFORD MS. 38655CERTIFICATE OF RESPONSIBILITY NUMBER: MC-17370

END OF SECTION

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi Public Works Department will receive bids for:

**CITY HALL EXTERIOR REFURBISH
Bid # 2021-023PW**

until 10:00 o'clock A.M. local time on Thursday, August 5, 2021.

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

**BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI.**

CITY OF TUPELO, MISSISSIPPI

**BY: s/b Traci Dillard
TRACI DILLARD, City Purchasing Clerk**

Publish Dates: 07/06/2021 and 07/13/2021 in the NE Mississippi Daily Journal.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids: Bids will be received by THE CITY OF TUPELO no later than 2:00 PM Local Time on Thursday, August 5, 2021. Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

2. Bids:

A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures, or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.

B. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.

C. Submit bids in a sealed envelope marked in the lower left-hand corner as follows:
**Bid for construction of: CITY OF TUPELO- CITY HALL EXTERIOR
REFURBISH**

Certificate of Responsibility No. _____.

D. Bids submitted electronically shall be submitted as pdf files at www.tupelomsbids.com.

E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

F. In case of a discrepancy between Unit Price and the Extension, the Unit Price will govern and the Extension, along with the Total Amount of the Proposal will be corrected.

3. Method of Bidding:

A. The bid will consist of a base bid amount in accordance with the totals bid for each item (Unit Price). Bids shall be guaranteed for 60 days from the date of Bid Opening.

B. The CITY OF TUPELO reserves the right to reject any or all bids and to waive any or all informalities.

4. Addenda and Interpretations:

A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the OWNER in writing, who will send a written instruction or interpretation to all known holders of the documents. The OWNER will not be responsible for any oral instructions. Without written notification to the OWNER prior to submission of a bid, the

BIDDER accepts sole responsibility for work items required for completion of the intent of the project.

B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.

5. Certificate of Responsibility Number:

A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.

B. No bids will be accepted, opened, or considered unless the above information is given as specified.

C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER.

6. Bid Security: Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**

7. Liquidated Damages for Failure to Enter into Contract: The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.

8. Security for Faithful Performance: Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.

9. Law and Regulations: The BIDDERS'S attention is directed to the fact that all applicable federal, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

10. Condition of Work: Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

11. Obligation of BIDDER: At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).

12. Time of Completion: BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.

13. Proposal Guarantees: Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.

14. Non-Collusion Affidavit: CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of their bid. **FAILURE TO DO SO MAY DISQUALIFY THEIR BID.**

15. Interpretations: No oral interpretation will be made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents. Only written requests for interpretation of the Drawings and Specifications shall be submitted to the OWNER for a formal decision which will be given in writing to all bid document holders. All questions or requests shall be submitted no later than 4 working days prior to date of the bid.

16. Building Permit: In accordance with The City of Tupelo Building Department, a Building Permit is required however, there will be no assessment of fees for the permit. Contractor is responsible for coordinating with Tupelo's Building Department on all required inspections.

17. Qualifications of BIDDERS: It is the intention of the OWNER to make an award to a BIDDER competent to do the work and who proposes to employ subcontractors also competent to do the work. The OWNER may also make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER will consider the BIDDER's qualifications in evaluating the BID and reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.

18. Qualifications of Subcontractors: Material and Equipment Suppliers:

A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials

or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the OWNER will notify the CONTRACTOR in writing if the OWNER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER to reject any WORK, MATERIAL or EQUIPMENT that is not in conformance with the requirements of the Contract Documents.

B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER, unless the OWNER determines that there is good cause for doing so.

C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.

D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.

E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.

a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.

- b. The OWNER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
- c. If in the opinion of the OWNER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

19. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Supplementary General Conditions, as enclosed herein for the full term of the Contract.

- A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation, and related coverages.
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: \$1,000,000
 - d. Waiver of Subrogation in favor of the Owner, its employees, and all sub-consultants.
- B. Contractor's General Liability shall include Comprehensive General Liability Insurance with limits of \$1,000,000 per occurrence for bodily injury and property damage with \$2,000,000 aggregate.
- C. Contractor's Protective Liability, covering liability for work sub-let.
- D. Contractual Liability
- E. Coverage of damage due to collapse of our structure injury to any building or structure due to excavation, tunneling, pile driving, cofferdam or caisson work or dredging; to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support there of; to blasting or explosions; or to wires, conduits, pipes, mains, sewers, tanks, tunnels, or any other property below the surface of the ground.
- F. Broad form property damage coverage, by endorsement to Comprehensive General Liability.
- G. Products and Completed Operations Coverage, as required, with limits of liability not less than \$1,000,000 and an aggregate limit of \$2,000,000.
- H. Waiver of Subrogation in favor of the Owner, its employees, and all sub-consultants.
- I. Automobile Liability

- a. Comprehensive Automotive Liability Insurance, with limits of \$1,000,000 per occurrence for bodily injury and property damage. Such coverage shall include any motor vehicle, whether owned, or non-owned.

J. Additional insureds shall be The City of Tupelo, employees and sub-consultants.

20. Contract Award: Award of Contract, if made, shall be within **60 days** of date of receipt of Bids.

21. Issuance of "Notice to Proceed": If the Contract is awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract.

22. Method of Award: At the time the contract is to be awarded, the Lowest Bid (either base or alternates), does not exceed the construction budget for the project, the Award will be made following one of the options below:

1. Reject All Bids
2. Award the contract based on the lowest and best base bid

The owner may cancel the award of the contract at any time prior to execution by all parties. In the event of the cancelation of the contract, the owner shall not be deemed liable by all parties.

23. Pre-Bid: There will be no pre-bid meeting, but a Site visit is highly encouraged prior to the bid deadline.

24. Non-Resident Bidder – Any Non-Resident Bidder shall include a copy of the nonresident contractor's current state contractor preference law or the bid may be rejected.

25. Bid Package shall include the Bid Proposal, Non-Collusion Affidavit (in duplicate), Bid Security and Non-Resident Bidder (if applicable).

END OF SECTION

BID PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **CITY HALL EXTERIOR REFURBISH**.

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 **90** consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project. 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 Bid Documents 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 below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the

BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond 5% of Base Bid Amount DOLLARS (\$ _____) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

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.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTES:

1. Any erasure change, or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no additional cost to the owner should an increase or decrease in quantities required be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. 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.
4. 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.

BID SCHEDULE

TO: CITY OF TUPELO (OWNER)

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the bid documents and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

BASE BID – CITY HALL EXTERIOR REFURBISH

Item Description	Qty.	Unit	Unit Price	Extension
Clean all exterior surfaces (including but not limited to: Dry-vit, drip edges, metal flashing)	1	LS		
Re-seal all exterior caulk joints	1	LS		
Clean, re-seal and re-finish all dry-vit back to original color (Including Window Trim, window seals, Window Headers, Columns, etc.)	1	LS		
Clean all windows	1	LS		
Clean and Re-finish all railing at Deck, entrances, and balconies back to original color	1	LS		
Clean and Re-Finish Dome on Roof (back to original color)	1	LS		
TOTAL BASE BID AMOUNT				

CONTRACTOR : _____

NAME: _____

TITLE: _____

ADDRESS: _____

CERTIFICATE OF RESPONSIBILITY NUMBER: _____

END OF SECTION



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director/Public Works

DATE: August 31, 2021

SUBJECT: IN THE MATTER OF BID APPROVAL – MATERIALS AND DELIVERY –
12 MOS SUPPLY - 2021-024PW - **CW**

Request:

Request:

To approve 12 month bid – Materials and Delivery for 12 Month Supply

We recommend the following vendors for lowest and best bid –

300 lbs Rip Rap	Nunley Trucking	\$25.85/ton
100 lbs Rip Rap	Nunley Trucking	\$25.90/ton
Surge 8 inch	Nunley Trucking	\$24.75/ton
Gabion 6 inch	Nunley Trucking	\$26.50/ton
#1 Stone 3 inch Rock	May Farms LLC	\$24.50/ton
Crusher Run	May Farms LLC	\$20.45/ton
Manufactured Sand	May Farms LLC	\$23.50/ton
Clay Gravel	May Farms LLC	\$13.25/ton
Fill Sand	May Farms LLC	\$7.00/yard
Red Dirt	May Farms LLC	\$7.00/yard

We recommend the following as alternate vendors for lowest and/or best bid as appropriately needed -

300 lbs Rip Rap	May Farms LLC	\$26.50/ton
100 lbs Rip Rap	May Farms LLC	\$26.50/ton
Surge 8 inch	May Farms LLC	\$25.00/ton
Gabion 6 inch	Century Construction	\$29.50/ton
#1 Stone 3 inch Rock	Nunley Trucking	\$25.50/ton
Crusher Run	Century Construction	\$23.40/ton
Manufactured Sand	Nunley Trucking	\$24.50/ton
Clay Gravel	Nunley Trucking	\$20.00/yard
Fill Sand	No Alternate Bidder	
Red Dirt	Century Construction	\$10.00/yard



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

12 MONTH SUPPLY

CITY OF TUPELO, MS

BID # 2021-024PW

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

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

BID # 2021-024PW

until 10:00 o'clock A.M. local time on Tuesday, August 31, 2021.

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to 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 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.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

**Traci Dillard
Purchasing Clerk**

**Publishing Dates: 08-10-2021
08-17-2021**

**MATERIALS AND DELIVERY – RIP RAP, SURGE AND GABION STONE, #1 STONE,
CRUSHER RUN, MANUFACTURED SAND, CLAY GRAVEL, FILL SAND, RED DIRT
12 MONTH SUPPLY
BID # 2021-024PW**

I. GENERAL

The City of Tupelo will accept sealed bids until **10:00 AM, August 31, 2021**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the city, at the originally scheduled hour.

II. TECHNICAL SPECIFICATIONS

The City of Tupelo will be accepting bid proposals from qualified contractors for the purchase and delivery of supply materials designated as rip rap, surge and gabion stone, #1 stone, crusher run, manufactured sand, clay gravel, fill sand, red dirt for a 12 – Month Period.

Delivery will be to the Public Works Department stockyard at the corner of Franklin and Commerce unless otherwise requested. All deliveries will be within the City limits of Tupelo. If the approved bidder is unable to supply and deliver within five working days of the order, the alternate bidder will be contacted. One bidder may not be awarded all of the items. Pricing will determine what bidder gets which material.

All materials shall be in accordance with the directives, specifications and applicable local, state and federal guidelines associated with providing the specified items on the Bid Form.

All materials are required to meet the specifications of the Mississippi Standard Specifications for Road and Bridge Construction (Red Book) Mississippi Department of Transportation Jackson – 2004 Edition.

The materials and delivery shall be offered and supplied by the Bidder from the award of contract for a period of twelve (12) months, unless otherwise amended in writing by the Owner and agreed to by the Bidder. Prices quoted on the Bid Form shall not increase during the contract term, unless otherwise noted, and any price decrease shall be credited to the City.

Any quantities specified on the Bid Form are NOT necessarily the actual quantities proposed for immediate purchase by the City. The Bidder agrees to enter into a contract agreement with the City to provide the items included on the Bid Form at the specified unit price for any quantity that is ordered by the City. There shall be no minimum or maximum quantity related to the Bidder's specified unit price.

Random testing and truck weight measurements may be performed by the City of Tupelo. The City of Tupelo reserves the right to reject any material considered to be objectionable.

GENERAL SPECIFICATIONS:

1. The successful bidder must provide a certificate of insurance of \$300,000 minimum per vehicle submitted with bid.
2. The successful bidder must provide a certificate of insurance of \$1,000,000 general liability submitted with the bid.
3. The successful bidder must show evidence of Worker's Compensation insurance submitted with the bid.
4. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers to work sites. City equipment will not be used in conjunction with vendor equipment in any way.

MATERIAL SPECIFICATIONS:

Cumulative percent lighter stone weight; pounds by weight.

Item 1 Description

300 lbs Rip Rap

(max quantity 5,000 tons)

300 pound rip per ton delivered.....

100	300
80 – 90	150
50 – 70	90
25 – 40	50
5 – 20	25
0 – 5	less than 15

Item 2 Description

100 lbs Rip Rap

(max quantity 5,000 tons)

100 pound rip per ton delivered.....

100	90
80 – 90	50
50 – 65	25
25 – 40	15
5 – 20	7
0 – 5	less than 4

Item 3 Description

Surge – 8 Inch rock and down

(maximum quantity to 2,500 tons)

Item 4 Description

Gabion Stone – 6" rock

(maximum quantity to 2,500 tons)

Item 5 Description

#1 Stone – 3" rock

(maximum quantity 2,500 tons)

Item 6 Description

Crusher Run

(Quantity to be up to 15,000 tons)

Material for construction of the granular courses shall be crushed limestone, free of organic matter, debris, clay lumps and other extraneous material, and shall be reasonably well graded within the following limits:

<u>Sieve Size</u>	<u>Percentage Passing</u>
1"	90 - 100
3/8"	45 - 85
No. 4	30 - 65
No. 40	15 - 30
No. 200	4 - 15

Item 7 Description

Manufactured Sand (Stone Sand)

(Quantity to be up to 1,500 tons)

Gradation	
Stone Sand	% Passing Average Gradation
3/8"	100
#4	98
#8	50
#16	21
#30	13
#50	8
#100	3
#200	1

*Average of tests performed at the quarry, and may not be indicative of any one test. In place material may vary from submittal due to degradation and segregation caused by handling, spreading and compaction.

Item 8 Description

Clay Gravel

(Quantity to be up to 5,000 tons)

Item 9 Description

Fill Sand

(Quantity to be up to 2,500 tons)

Item 10 Description

Red Dirt

(Quantity to be up to 2,500 yards)

General Bidders Requirements/Information

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. However, no additional consideration shall be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
4. The bid solicitation is for a supply contract of twelve (12) months with the City to have the option, at the end of the initial twelve (12) month period, to renew the contract for an additional twelve (12) months with no price increase if agreeable with vendor.
5. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be stated in the specifications.
6. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
7. Delivery will be a consideration in the awarding of this bid.
8. The burden of proof of specifications is the responsibility of the bidder.

III. **SUBMISSION OF BIDS:**

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. The City of Tupelo is a Tax-Exempt Government Entity.

Bids should be submitted via hard copy or electronically prior to **10:00 AM, Tuesday, August 31, 2021**. Electronic bids shall be submitted online at www.tupelomsbids.com.

Sealed bids shall be submitted to City of Tupelo, 71 East Troy Street, Tupelo, MS 38804.

IV. **QUESTIONS**

Failure to examine any specifications and instructions will be at bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing and addressed to the following.

General questions regarding this request should be directed to Traci Dillard, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: traci.dillard@tupeloms.gov

For questions concerning the technical specifications, prospective bidders may contact Jason Rush at the City of Tupelo Public Works Department. The phone number is 662-841-6457. Email: jason.rush@tupeloms.gov

No oral explanations by any member of the City staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

Questions regarding obtaining bid documents or submitting electronic bids via the website www.tupelomsbids.com should be directed to Plan House/ PH Bidding Group at 662-407-0193 or tupelo@planhouseprinting.com.

BID FORM

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

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

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

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

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

BIDDER INFORMATION

Company Name: _____

Company Representative: _____

Title: _____

Business Address:

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature of Bidder: _____

Date: _____

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

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

BID # 2021-024PW

until 10:00 o'clock A.M. local time on Tuesday, August 31, 2021.

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to 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 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.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

**Traci Dillard
Purchasing Clerk**

**Publishing Dates: 08-10-2021
08-17-2021**

Minute Entry Sign Up Sheet

Date: 8/31/2021Time: 10:00Bid # 2021-024PWDepartment: PW

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

Attendance

Company

Beverly Dallas
Trac Wilson

COI
COI

BID FORM

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

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

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


Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS	26.50	132,500.
Item 2: 100 LBS RIP RAP	5000	TONS	26.50	132,500.
Item 3: SURGE 8 inch	2500	TONS	25.00	62,500.
Item 4: GABION 6 inch	2500	TONS		
Item 5: #1 STONE 3 inch ROCK	2500	TONS	24.50	61,250.
Item 6: CRUSHER RUN	15000	TONS	20.45	306,750.
Item 7: MANUFACTURED SAND ^{#9 Stone}	1500	TONS	23.50	35,250.
Item 8: CLAY GRAVEL	5000	TONS	13.25	66,250.
Item 9: FILL SAND	2500	TONS	7.00	17,500.
Item 10: RED DIRT	2500	YARDS	7.00	17,500.

9.8 (ton)

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

BIDDER INFORMATIONCompany Name: May Farms LLCCompany Representative: Tim MayTitle: Owner**Business Address:**Street: 544 Birmingham Ridge RdCity: Saltillo State: MS Zip: 38866Phone: 662-678-3380 Email: office92056@aol.comSignature of Bidder: Date: 8-31-2021

Nunley Trucking Co., Inc.



NAME <i>City Tupelo Purchasing</i>			SHIP TO <i>Box # 2021-024PW</i>		
STREET & NO. <i>City Hall 1st Floor 71 East Taylor Street</i>			STREET & NO.		
CITY <i>Tupelo</i>	STATE <i>MS</i>	ZIP <i>38804</i>	CITY	STATE	ZIP
			<i>12 month Supply</i>		

ORDER NO.	DEPT.	BUYER	SALESMAN	WHEN SHIP	TERMS	HOW SHIP	DATE
			Herman Nunley				8/19/21
Price Quote on The following Items Delivered F.O.B. City Trucks							
(1)	Rip Rap						
	300 # RipRap =	\$	25. ⁸⁵	/TUN			
	200 # RipRap =	\$	25. ⁸⁵	/TUN			
	100 # RipRap =	\$	25. ⁷⁰	/TUN			
	SURGE 8" Rock	\$	24. ⁷⁵	/TON			
(2)	GABION Stone =	\$	26. ⁵⁰	/TON			
(3)	#1 3" Rock =	\$	25. ⁵⁰	/Ton			
(4)	#4 1 1/2 - 2" Rock =	\$	25. ⁵⁰	/Ton			
(5)	Crusher Run =	\$	23. ⁵⁰	/Ton			
(6)	Manufactured Sand =	\$	24. ⁵⁰	/TUN 17.5 / yard			
(7)	Iuka Clay Gravel =	\$	20. ⁰⁰	/YARD.			
Office Tele 424-0080							

BID FORM

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

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

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

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS	29.50 29.50 1.00	
Item 2: 100 LBS RIP RAP	5000	TONS	29.50 29.50 1.00	
Item 3: SURGE 8 inch	2500	TONS	27.15 27.15 1.00	
Item 4: GABION 6 inch	2500	TONS	29.50 29.50 1.00	
Item 5: #1 STONE 3 inch ROCK	2500	TONS	27.15 27.15 1.00	
Item 6: CRUSHER RUN	15000	TONS	23.40 23.40 1.00	
Item 7: MANUFACTURED SAN	1500	TONS	27.70 27.70 1.00	
Item 8: CLAY GRAVEL	5000	TONS		
Item 9: FILL SAND	2500	TONS		
Item 10: RED DIRT	2500	YARDS	10.00	

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

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

NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____



August 26, 2021

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

RE: Material and Delivery Bid

To Whom It May Concern,

Century Construction's home base is in the City of Tupelo. We have established a strong sense of community and customer base by providing flexible and dependable service. We would be honored to partner with our home city to improve roads and bridges by hauling and delivering aggregate commodities.

We have a very versatile fleet of trucks, trailers and equipment available to help meet the city's needs. We also have a good, core group of drivers and staff that have played a huge part in our success.

Please accept our bid. We would appreciate your sincere consideration.

Thank you,

Adam Fowler
Sales Manager
662-687-2091
afowler@centurycg.com

Tupelo

705 Robert E. Lee Drive
P.O. Box 1366
Tupelo, MS 38802

205 East Troy Street
Suite 301
Tupelo, MS 38802

Phone: 662-844-3331
Fax: 662-842-7052

Ridgeland

400 West Parkway Place,
Suite 200
Ridgeland, MS 39157

Phone: 769-300-2266
Fax: 769-300-2267

BIDDER INFORMATIONCompany Name: Century ConstructionCompany Representative: Adam FowlerTitle: Sales**Business Address:**Street: 705 Robert E. LeeCity: Tupelo State: MS Zip: 38801Phone: 662-687-2091 Email: afowler@centurycg.comSignature of Bidder: Adam FowlerDate: 8/26/2021



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE September 1, 2021
SUBJECT: IN THE MATTER OF BID AWARD 2021-026WL **JT**

Request:

Review and award the attached bid:

Bid No. 2021-026WL – LED Luminaires (6 Month Bid) to the low qualified bids as indicated below:

- Item 1 – Stuart Irby in the amount of \$109.90 each
- Item 2 – Arkansas Electric in the amount of \$287.00 each
- Item 3 – Arkansas Electric in the amount of \$490.00 each
- Item 4 – Arkansas Electric in the amount of \$490.00 each

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION - LED LUMINAIRES
BID NO. 2021-026WL
AUGUST 31, 2021

		Vendors	
		Stuart C. Irby	Arkansas Electric
Item	Product		
	<u>LED Luminaires (6 Month Supply Bid)</u>		
1	8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry	\$109.90	No Bid
2	230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection Color: Gray	No Bid	\$287.00
3	270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze	No Bid	\$490.00
4	270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray	No Bid	\$490.00

Minute Entry Sign Up Sheet

Date: 8/31/2021Time: 10:00Bid # 2021-026WLDepartment: WLLED Luminaires- 6 Month Supply

Attendance

Mr. Dillal
Beverly Dallas

Company

COT
COT



**LED LUMINAIRES
6 MONTH SUPPLY BID**

City of Tupelo, Mississippi

Bid # 2021-026WL

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**LED LUMINAIRES
6-MONTH SUPPLY BID
Bid # 2021-026WL**

until **10:00 o'clock A.M. local time on Tuesday, August 31, 2021.**

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

**Traci Dillard
Purchasing Clerk**

**Publishing Dates: 08-10-2021
08-17-2021**

**LED LUMINAIRES
6 MONTH SUPPLY BID
Bid # 2021-026WL**

I. GENERAL

The City of Tupelo will accept sealed bids until **10:00 AM, Tuesday, August 31, 2021**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All bids must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

II. TECHNICAL SPECIFICATIONS

The City of Tupelo will be accepting proposals for LED Luminaires. This is a six (6) month supply bid.

Specifications for LED Luminaires

Item 1: 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL)

Item 2: 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P71)

Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)

Item 4: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)

General Bidders Requirements/Information

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. However, no additional consideration shall be given for exceeding the minimum

requirements and all bids will be evaluated against the specifications set forth in this bid package.

3. Manufacturer's part or item numbers are shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the Council of the City of Tupelo whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Tupelo, Mississippi 38801.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. The bid solicitation is for a supply contract of six (6) months with the City to have the option, at the end of the initial six (6) month period, to renew the contract for an additional six (6) months with no price increase if agreeable with vendor.
6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be stated in the specifications.
7. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
8. Delivery will be a consideration in the awarding of this bid.
9. The burden of proof of specifications is the responsibility of the bidder.

III. SUBMISSION OF BIDS:

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of sixty (60) days from the opening date. City of Tupelo is a Tax Exempt Government Entity.

Bids should be submitted via hard copy or electronically prior to **10:00 AM, Tuesday, August 31, 2021**. Electronic bids shall be submitted online at www.tupelomsbids.com. Sealed bids shall be submitted to City of Tupelo, 71 East Troy Street, Tupelo, MS 38804.

IV. **QUESTIONS**

Failure to examine any specifications and instructions will be at bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing and addressed to the following.

General questions regarding this request should be directed to Traci Dillard, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: traci.dillard@tupeloms.gov

For questions concerning the technical specifications, prospective bidders may contact Drew Kyle Tupelo Water & Light Department. The phone number is 662-841-6460. Email: drew.kyle@tupeloms.gov.

No oral explanations by any member of the City staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

Questions regarding obtaining bid documents or submitting electronic bids via the website www.tupelomsbids.com should be directed to Plan House/ PH Bidding Group at 662-407-0193 or tupelo@planhouseprinting.com.

BID FORM

This Bid is submitted for: **LED LUMINAIRES- 6 Month Supply**

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

The undersigned, in compliance with the request for bids hereby proposes to furnish LED Luminaires- 6 Month Supply for the City of Tupelo in accordance with the specifications provided for the following UNIT PRICE amount:

UNIT PRICE BID- LED LUMINAIRES- 6 MONTH SUPPLY

Item Description	Qty.	Unit	Unit Price
<u>Item 1:</u> 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL)	1	EA	\$109.90
<u>Item 2:</u> 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P71)	1	EA	
<u>Item 3:</u> 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)	1	EA	
<u>Item 4:</u> 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)	1	EA	

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

BIDDER INFORMATION

Company Name: IRBY

Company Representative: ANNA STANZIONE

Title: INSIDE UTILITY SALES

Business Address:

Street: 815 IRBY DRIVE

City: JACKSON State: MS Zip: 39201

Phone: 601-960-7319 Email: stanzione@irby.com

Signature of Bidder: _____

Date: Type text here



⁹²³
TUPELO WATER AND LIGHT
6 MONTH LED BID 8/30/21

Arkansas Electric Cooperative Inc.

One Cooperative Way

Little Rock, AR 72219

601-964-1202

Wayne.Garner@aeci.com

Wayne Garner Field Sales Rep Mississippi

8/30/21

Thank you for the opportunity to submit on this bid. If you should have any questions please do not hesitate to call or email me at the above number/email. **Comments:** Due to volatility with material and transportation cost, pricing is subject to change (this was the comment in Howard's quote to me even though it is good for 6 months) I think we will be ok but just wanted to put that in there.

LRL1SMV34KGY1P71 LED Roadway LRL1, Large, 230W, MultiVolt, Type-3, 4000K CCT, Grey,
10kV SPD, PECR-7, 1:(HI-LL-127-15-BK-A PEC) \$287.00 Qty 1000

UFAMD74YB2R7NA UFA LED Utility Floodlight, 4000K 270W, MV:120-277V 60HZ, Y:Large Yoke,
Bronze Housing, 20k SPD, R7 PEC Receptacle, w/ AOU Control \$490.00
Qty 1

UFAMD74YG2R7NA UFA LED Utility Floodlight, 4000K 270W, MV:120-277V 60HZ, Y:Large Yoke,
Gray Housing, 20k SPD, R7 PEC Receptacle, w/ AOU Control (Preset-8)
\$490.00 Qty 100

Thanks,
Wayne Garner

ARKANSAS ELECTRIC COOPERATIVES, INC. STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") apply to any sale of goods by Arkansas Electric Cooperatives, Inc. ("AECI"), and are posted on AECI's web site at www.aecisales.com ("Web Site"). These Terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and the customer/purchaser of any such goods ("Purchaser", "you" or "your"), and Purchaser shall be deemed to have full knowledge of these Terms. The placing of an order for goods by execution of a Quote and Contract of Sale or acceptance of goods from, AECI shall create a contract for the sale of goods between AECI and Purchaser (a "Sale Contract") and shall be deemed to constitute acceptance by Purchaser, without Purchaser's signature, of these Terms. Any terms and conditions set out in a Purchaser purchase order or other Purchaser document that are inconsistent with these Terms are not accepted by, and shall not be binding upon, AECI. These Terms may hereafter be revised from time to time by AECI by posting revisions on the Web Site without notice to Purchaser, and such revisions shall be binding on both Purchaser and AECI upon posting. Purchaser is responsible for checking the Web Site for any revisions to these Terms. No change, waiver or consent with respect to these Terms will be binding on AECI unless contained in a separate writing signed by an officer of AECI.

1. Price Quotations. Unless otherwise stated or agreed to by AECI in writing, all prices quoted by AECI, whether written or oral, are FOB destination and automatically expire thirty (30) calendar days from the date issued. In addition, prices quoted by AECI on "In Stock" items automatically expire if AECI sells such items to other customers prior to Purchaser taking action resulting in a Sale Contract regarding such items. For items that are purchased by Purchaser under a supply arrangement ("Supply Arrangement"), whereby AECI agrees to sell and deliver items to Purchaser periodically as agreed, as opposed to a single purchase and delivery of items, AECI reserves the right, upon prior written notice to Purchaser, to increase the prices of such items in amounts needed to offset any price increases for such items that AECI receives from its suppliers during the term of the Supply Arrangement. If Purchaser does not wish to accept such price increases, Purchaser may terminate the Supply Arrangement regarding the affected items by providing written notice to AECI within 30 days of Purchaser's receipt of such a price increase notice from AECI. All price increases will apply to items delivered after AECI gives notice of such price increases, and will continue to apply until AECI receives notice of termination from Purchaser. Price quotations do not include applicable sales, use or other taxes. AECI will invoice and collect such applicable taxes from you unless you provide proof satisfactory to AECI that you have paid such taxes or that you are entitled to an exemption from such taxes, in which case you agree to indemnify and hold AECI harmless for any liability resulting from such claimed Purchaser paid taxes or such Purchaser tax exemption.

2. Acceptance by Purchaser. Acceptance by Purchaser of a Sale Contract may be expressed, or implied, by Purchaser's execution of a Quote and Contract of Sale or Purchaser's acceptance of goods from AECI. Purchaser's acceptance will constitute your acceptance of the Sale Contract **and** these Terms. Any terms or conditions proposed in

your acceptance of a Sale Contract that add to, vary from or conflict with any of these Terms are deemed material and are hereby rejected by AECEI.

3. Sale Contract/Changes to Orders. All Sale Contracts must, at a minimum, specifically identify the types of goods to be purchased, the quantities of such goods, and the requested delivery/pick-up/drop-ship date for such goods. Once a Sale Contract is accepted by Purchaser as provided herein, orders of goods under a Sale Contract may not be changed, cancelled or rescheduled without AECEI's consent. Any change, cancellation or rescheduling of orders under a Sale Contract may, at AECEI's sole discretion, be subject to a minimum restocking fee of 15% to compensate AECEI for additional costs caused by such order change, cancellation or rescheduling.

4. Payment. Unless otherwise stated in writing by AECEI, Purchaser agrees to pay AECEI for all goods purchased pursuant the terms of the Sale Contract and any terms contained on AECEI's invoice. AECEI's invoices are payable upon receipt. Any invoiced amounts not paid within 30 days of the date of such invoice will be considered past due. Past due amounts not subject to good faith disputes will be subject to interest as follows: 7.5% per annum on all amounts due longer than 30 days; 10% per annum on all amounts due longer than 60 days; and 13% per annum on all amounts due longer than 90 days. Should any such interest rate on past due amounts exceed the maximum interest rate allowed under applicable law, such maximum interest rate allowed under applicable law will apply instead. If AECEI takes legal action against Purchaser to collect any past due amounts, Purchaser agrees to reimburse AECEI for all costs, including reasonable attorneys' fees, associated with such collection action.

5. Adequate Assurance. AECEI may, in its sole discretion at any time prior to Purchaser's execution of a Sale Contract, demand that Purchaser provide adequate assurances of payment for such goods, which could include, but is not limited to, a requirement that Purchaser provide all information necessary for AECEI to perform a credit check, or a requirement that Purchaser provide a parent guaranty, letter of credit or other assurance of payment. Failure to provide such adequate assurances of payment may result in all sales to Purchaser being on a cash-on-delivery basis only. Any such demand by AECEI will be in writing and provide a reasonable amount of time for Purchaser to provide such adequate assurance.

6. Warranties. Goods purchased by Purchaser from AECEI will carry only those warranties issued and authorized by the manufacturers of such goods, and AECEI shall have no responsibility or liability with respect to such manufacturer warranties.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AECEI DISCLAIMS AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY GOODS SOLD TO PURCHASER. IN PARTICULAR, AECEI MAKES DISCLAIMERS AND NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE GOODS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

7. Limitation of Liability. IN NO CIRCUMSTANCES WILL AECI OR ITS MEMBERS, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO PURCHASER FOR: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, INTELLECTUAL PROPERTY INFRINGEMENT OR SIMILAR DAMAGES, WHETHER FORESEEABLE OR NOT; (b) ATTORNEY FEES; (c) EXPERT FEES; (d) COURT COSTS; OR (e) OTHER COSTS NOT SPECIFICALLY PROVIDED FOR RECOVERY UNDER THESE TERMS. PURCHASER'S RECOVERY FROM AECI FOR ANY CLAIM RELATED TO A SALE OF GOODS SHALL NOT EXCEED THE PURCHASE PRICE PAID BY PURCHASER FOR SUCH GOODS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. ANY CLAIM BY PURCHASER MUST BE COMMENCED WITHIN 1 YEAR AFTER THE CAUSE OF ACTION ACCRUES.

8. Delivery/Title/Risk of Loss. Unless otherwise stated by AECI in writing, all goods shipped/delivered are FOB Destination. Title and risk of loss will transfer to Purchaser upon delivery of goods, as acknowledged by a signed shipping receipt, at Purchaser's designated destination.

9. Force Majeure. AECI is not liable to Purchaser for any delay or failure in the sale or delivery goods due to causes beyond AECI's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, insurrection, invasion, strike, delay by carrier, shortage of goods, acts or omissions of third parties, or acts or omissions of civil or military authority.

10. Governing Law/Jurisdiction. These Terms and/or a Sale Contract will be construed and interpreted according to the laws of the State of Arkansas, without regard to the laws regarding conflicts of laws.

11. Entire Agreement. You acknowledge that a Sale Contract together with these Terms constitutes the entire agreement between you and AECI with respect to the subject matter of such Sale Contract.

12. Conflict. In the event of a conflict between these Terms and a Sale Contract, the terms and conditions contained in the Sale Contract shall control.

13. Waiver. The waiver by AECI or Purchaser of any right or remedy under these Terms or a Sale Contract will not affect any right or remedy subsequently arising under the same or similar clauses. A waiver of nonperformance under these Terms or a Sale Contract must be in writing and will apply only to the specific instance addressed in the waiver and to no other past or future nonperformance.

14. Severability. Any term or condition that is declared unlawful or unenforceable by a court of competent jurisdiction will not apply. The unenforceability of any such term or condition will not affect the enforceability of any other term or condition.

**ORDER DECLARING REAL PROPERTY AS SURPLUS
PROPERTY LOCATED ON COURT STREET AND AUTHORIZING
THE SALE OF SAID PROPERTY**

WHEREAS, the governing authorities of the City of Tupelo, Mississippi 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 sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority and

WHEREAS, the subject real property is located on Court Street, Parcel Number 089K-31-262-00 in Tupelo, Mississippi, is no longer needed for governmental or related purposes, and should be declared surplus; and

WHEREAS, the City of Tupelo, Mississippi has determined that it would be in the best interest of the city to sell the property to H & G Property Holdings, LLC for improvement of the property; and

WHEREAS, the City of Tupelo, Mississippi has obtained an appraisal of the property from Bristow Appraisal Company indicating the value of the property to be Two Hundred Thirty Thousand Dollars (\$230,000.00). H & G Property Holdings, LLC has obtained an appraisal of the property from indicating the value of the property to be Two Hundred Fifty Five Thousand Dollars (\$255,000.00). The sale will be made for Two Hundred Forty-Two Thousand, Five Hundred Dollars, (\$242,500.00) the average of the two appraisals.

NOW THEREFORE, it is hereby resolved and ordered by the City Council of the City 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 authority of the City of Tupelo.
2. The real property located on Court Street at Parcel Number 089K-31-262-00 is not needed for governmental or related purposes of the municipality and is hereby found to be declared surplus.
3. The sale of said property to H & G Property Holdings, LLC for the purpose of improvement of said real property is deemed to be in the best interest of the city.
4. The Mayor and City Clerk are hereby authorized to execute the sale contract and execute any other documents necessary to sell this property to H & G Property Holdings, LLC in the amount of Two Hundred Forty-Two Thousand, Five Hundred Dollars, (\$242,500.00). The contract of sale and deed will be ratified subsequent to closing.

After a full discussion of this matter, Council Member Bryan

moved that the foregoing Order be adopted and said motion was seconded by Council

Member Beard and upon the question being put to a vote, the results were


as follows:

Councilmember Mims voted
 Councilmember Bryan voted
 Councilmember Beard voted
 Councilmember Davis voted
 Councilmember Palmer voted
 Councilmember Gaston voted
 Councilmember Jones voted

Absent
Aye
Aye
Aye
Aye
Aye
Aye

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 31st day of August, 2021

CITY OF TUPELO, MISSISSIPPI


 BUDDY PALMER, City Council President

ATTEST:

Missy Shelton
 MISSY SHELTON, Clerk of the Council

APPROVED:


 TODD JORDAN, Mayor

August 31, 2021
 DATE