

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

JANUARY 16, 2024

Be it remembered that a regular meeting of the Tupelo City Council was held via Zoom, due to weather conditions and the safety of the public and personnel, on Tuesday, January 2, 2024, at 6:00 p.m. with the following in attendance: Council Members Travis Beard, Nettie Davis, Buddy Palmer, and Janet Gaston; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Members Chad Mims, Lynn Bryan and Rosie Jones were not in attendance.

Council President Travis Beard called the meeting to order at 6:00 p.m. and a roll call was taken.

RECESS

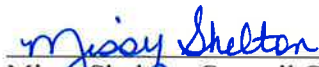
Council Member Davis moved, seconded by Council Member Palmer, to recess the meeting at 6:01 p.m. until Tuesday, January 23, 2024, at 6:00 p.m. at the Church Street School Auditorium. Of those present, the vote was unanimous in favor.

This the 16th day of January, 2024.



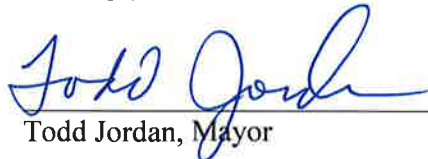
Travis Beard, Council President

ATTEST:



Missy Shelton, Council Clerk

APPROVED



Todd Jordan, Mayor

2-7-2024

Date

RECESSED CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
JANUARY 23, 2024

Be it remembered that a recessed meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, January 23, 2024, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Jones led the invocation. Council Member Chad Mims led the pledge of allegiance.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

ADD #31 In the Matter of Order Ratifying Proclamation of and Ending of a Local Emergency and Declaration of Disaster in the City of Tupelo.

The vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Jones thanked the City of Tupelo, Tupelo Water and Light and Public Works for answering all her calls and for all their work during the winter weather.

Council Member Palmer thanked everyone who helped during the icy conditions.

Council Member Davis thanked the City of Tupelo for all their work concerning the bad weather. She specifically thanked the Tupelo Fire Department for all their work when the St. Paul Methodist Church burned and for saving the other buildings.

Council Member Beard thanked Public Works, Tupelo Water & Light, Fire Department, Police Department and the Development Services Department for all they did. He also thanked Stephen Reed for his work on the code issues in Lee Acres, which was greatly appreciated by the neighborhood. He thanked the Tupelo Public School District for their cooperation in hosting the City's meetings while the Council Chambers is under renovation.

MAYOR'S REMARKS

Mayor Todd Jordan thanked everyone who worked so hard during the winter conditions. He read an email received from Captain Michael Bowens of the Tupelo Police Department sent to Fire Chief Brad Robinson. The email is included in these minutes as APPENDIX A.

IN THE MATTER OF MINUTES OF JANUARY 2, 2024 MEETING

Council Member Bryan moved, seconded by Council Member Gaston, to approve the minutes of the January 2, 2024, regular Council meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Davis moved, seconded by Council Member Jones, to approve the advertising and promotional items, as submitted:

Committee for King \$2,000 (MLK Event Ad)

The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF BUDGET AMENDMENT #4 FOR FY 2024

Council Member Gaston moved, seconded by Council Member Palmer, to approve budget amendment #4 for the 2023-2024 budget. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF ACCEPTING DEPOSITORY RFP AND APPROVING RESOLUTION ACKNOWLEDGING SELECTION BY MISSISSIPPI STATE TREASURER OF CADENCE BANK FOR MUNICIPAL DEPOSITORY FOR THE CITY OF TUPELO'S DEMAND DEPOSITS AND SPREADING SAME UPON THE MINUTES

At this time, Council Member Janet Gaston recused herself from the meeting. The City opted to utilize statutory provisions requesting the State Treasurer to select the municipal depository from February 1, 2024 until January 31, 2026. After reviewing all bid documents received by the City, the State Treasurer selected Cadence Bank to be the depository for the City of Tupelo for the two-year period of February 1, 2022 until February 1, 2024. Council Member Davis moved, seconded by Council Member Bryan, to approve the Resolution Acknowledging Selection by Mississippi State Treasurer of Cadence Bank as Municipal Depository for the City of Tupelo. APPENDIX E The vote was, as follows:

Council Member Mims	AYE
Council Member Bryan	AYE
Council Member Beard	AYE
Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	RECUSED

Council Member Jones

AYE

APPENDIX E

IN THE MATTER OF RESOLUTION AUTHORIZING MAYOR AND CHIEF FINANCIAL OFFICER TO ENTER A DEPOSITORY AGREEMENT WITH CADENCE BANK FOR DEMAND DEPOSITS AND DEPOSITORY AGREEMENTS WITH ALL QUALIFIED DEPOSITORIES FOR FUTURE INVESTMENT OPPORTUNITIES SUBJECT TO RATIFICATION IN FINAL FORM

Council Member Bryan moved, seconded by Council Member Mims, to approve a Resolution Authorizing Mayor and Chief Financial Officer to Enter a Depository Agreement with Cadence Bank for Demand Deposits and Depository Agreements with All Qualified Depositories for Future Investment Opportunities Subject to Ratification in Final Form. APPENDIX F The vote was, as follows:

Council Member Mims	AYE
Council Member Bryan	AYE
Council member Beard	AYE
Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	RECUSED
Council Member Jones	AYE

APPENDIX F

IN THE MATTER OF LIEN RESOLUTION FOR UNPAID DEMOLITION OF PROPERTY LOCATED AT 2111 PRESIDENT STREET

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

Parcel Location

101M-12-093-00 2111 President Street

The vote was unanimous in favor. APPENDIX G

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

This item was left on the table.

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

This item was left on the table.

IN THE MATTER OF APPROVAL OF SUMMARY CHANGE ORDER FOR EASON BLVD IMPROVEMENTS (JOB 2022-015 MT)

Council Member Bryan moved, seconded by Council Member Palmer, to approve change order # 2 for Bid # 2023-015MT - Eason Boulevard Improvements (Veterans to Briar Ridge). The change order decreases the cost by \$8,256.04 for a total of \$4,123,092.59. The vote was unanimous in favor.
APPENDIX H

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES DECEMBER 11, 2023

Council Member Davis moved, seconded by Council Member Gaston, to accept the minutes of the Major Thoroughfare Committee held on December 11, 2023. The vote was unanimous in favor.
APPENDIX I

IN THE MATTER OF UNMARKED VEHICLES RESOLUTION

Police Chief John Quaka submitted a resolution with a current list of vehicles that the Tupelo Police Department maintain as unmarked. Council Member Gaston moved, seconded by Council Member Bryan to find that identifying marks would hinder official criminal investigations by the police and to approve the resolution. The vote was unanimous in favor. A certified copy of this resolution and minutes shall be furnished to the State Department of Audit. APPENDIX J

IN THE MATTER OF UPDATE TO THE NARCAN MEMORANDUM OF UNDERSTANDING

Council Member Gaston moved, seconded by Council Member Bryan, to approve an update to the Memorandum of Understanding between the Mississippi Department of Mental Health Bureau of Addictive Services and Tupelo Police Department concerning the delivery, training, distribution, storage, deployment and reporting of NARCAN. This MOU will allow the Tupelo Police Department to receive 105 dosage units of NARCAN at no cost to the City. The vote was unanimous in favor.
APPENDIX K

IN THE MATTER OF MEMORANDUM OF UNDERSTANDING WITH NON-TRANSPORT EMERGENCY MEDICAL SERVICES, BUREAU OF MISSISSIPPI CENTER OF EMERGENCY SERVICES, UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND TUPELO FIRE DEPARTMENT

Council Member Davis moved, seconded by Council Member Palmer, to approve a Memorandum of Understanding with Non-Transport Emergency Medical Services, Bureau of Mississippi Center of Emergency Services, University of Mississippi Medical Center and Tupelo Fire Department. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF CHANGE ORDER FOR ENDVILLE ROAD BID #2023-022PW

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

Council Member Mims moved, seconded by Council Member Davis, to approve change order # 1 for Bid # 2022-022PW - Endville Road. The change order is within the scope of the project and commercially reasonable. The change order increases the cost by \$98,620.25 for a total of \$1,301,109.45. The change allows sub-grade repairs due to extended dry weather. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF APPROVAL FOR CHANGE ORDER F-3 AND FINAL CLOSEOUT DOCUMENTATION FOR VAN BUREN DRAINAGE IMPROVEMENTS PROJECT ARPA BID #2023-032PW

Council Member Gaston moved, seconded by Council Member Palmer, to approve change order # 3 for ARPA Bid # 2023-032PW - Van Buren Drainage Improvements. The change order is within the scope of the project, commercially reasonable and does not affect the cost of the contract, only quantities used. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPROVAL FOR CHANGE ORDER F-2 AND FINAL CLOSEOUT DOCUMENTATION FOR CITY PARK DRAINAGE IMPROVEMENTS PROJECT ARPA BID # 2023-028PW

Council Member Gaston moved, seconded by Council Member Palmer, to approve change order # 2 ARPA Bid # 2023-028PW - City Park Drainage Improvements. The change order is within the scope of the project for damages to underground utilities, commercially reasonable and does not affect the cost of the contract, only quantities used. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF ACCEPTANCE OF DONATION FROM TUPELO SPORTS COUNCIL FOR EASTWOOD SOFTBALL COMPLEX AND BASEBALL COMPLEX

Council Member Palmer moved, seconded by Council Member Gaston, to accept the donation of \$82,000.00 from the Tupelo Sports Council. Of the donation, \$25,000 will be used for the improvements of Eastwood Softball Complex and \$57,000 will be used for the improvements of the Baseball Complex. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF CHANGE ORDER #2 FOR BID # 2023-017PR - PICKLEBALL COURTS AT DOT COOPER KELLY

Council Member Gaston moved, seconded by Council Member Mims, to approve change order # 2 for Bid # 2023-017PR - Pickleball Complex at Dot Cooper Kelly. The change order increases the contract price by \$3,468.95 for a total contract price of \$1,293,087.37. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF BID FOR BALLARD PARK PARK SITE IMPROVEMENTS, PHASE 1 BID #2023-061PR

The City advertised and received bids for Bid # 2023-061PR - Ballard Park Site Improvements. Three bids were received with the lowest and best bid being from James A. Hodges Construction, Inc. with a base bid of \$866,020.62.00, and an Alternate #1 bid of \$58,462.00. The total bid amount is \$944,482.62, which is less than the construction estimate for this project. Council Member Davis moved, seconded by

Council Member Gaston, to award the bid to James A. Hodges Construction Company, Inc. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF APPROVAL OF CONTRACT FOR BALLARD PARK SITE IMPROVEMENTS, PHASE 1 BID #2023-061PR

Council Member Palmer moved, seconded by Council Member Gaston, to approve a contract with James A. Hodges Construction, Inc. for Bid # 2023-061PR - Ballard Park Site Improvements and to authorize the Mayor to sign the necessary documents. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF APPROVAL OF MDOT MATCHING GRANT AIP 3-28-054-2023

Council Member Davis moved, seconded by Council Member Bryan, to approve the Mississippi Transportation Commission Airport Federal Matching Grant Agreement Project No. AIP-3-28-0070-054-2023 Tupelo Regional Airport'. The vote was unanimous in favor. APPENDIX T

IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF NOVEMBER 20, 2023

Council Member Palmer moved, seconded by Council Member Jones, to accept the minutes of the Cadence Bank Arena minutes of November 20, 2023. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF CVB BOARD MINUTES OF JANUARY 10, 2023

Council Member Davis moved, seconded by Council Member Jones, to accept the minutes of the Convention and Business Bureau meeting of January 10, 2023. The vote was unanimous in favor. APPENDIX V

IN THE MATTER OF APPROVAL OF CHANGE ORDER # 2 & FINAL SUMMARY FOR THE HWY 45 SEWER OUTFALL PROJECT (BID NO 2023-019WL) ARPA

Council Member Gaston moved, seconded by Council Member Jones, to approve change order # 2 for ARPA Bid # 2023-019WL - Hwy 45 Sewer Outfall Project. The change order is within the scope of the project, commercially reasonable and decreases the contract price by \$102,576.37 for a total contract price of \$1,344,360.63. The decrease was due to less quantity of materials needed. The vote was unanimous in favor. APPENDIX W

IN THE MATTER OF APPROVAL OF CONTRACT WITH MAX FOOTE CONSTRUCTION COMPANY, LLC FOR BID # 2023-040WL - CENTRAL PUMPING STATION MODIFICATIONS

Council Member Palmer moved, seconded by Council Member Gaston, to approve a contract with Max Foote Construction Company, LLC for the Central Pumping Station Modifications - Bid # 2023-040WL in the amount of \$12,347,000.00 and to authorize the Mayor to sign the necessary documents. The change order was within the scope of the project, commercially reasonable and did not affect the competitive nature of the original award. The change employed a less expensive and safer method for constructing the wet well and resulted in a savings of approximately \$500,000. The vote was unanimous in favor. APPENDIX X

Council Member Davis moved, seconded by Council Member Palmer, to approve a 2024 Memorandum of Agreement for continuation in the Mississippi Main Street Association Main Street Program. This agreement is entered into and executed by the Mississippi Main Street Association, the City of Tupelo and sponsoring organization, Downtown Tupelo Main Street, for the purpose of continued participation in the Mississippi Main Street Program. The vote was unanimous in favor. A copy of the Agreement is attached to these minutes as APPENDIX Y

IN THE MATTER OF REVIEW OF THE RESPONSES TO RFP 23-055PW AND TO AWARD A CONTRACT FOR DEBRIS REMOVAL SERVICES TO THE MOST RESPONSIBLE OFFEROR WHOSE PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY OF TUPELO, AND SUCH CONTRACT SHALL BE EXECUTED BY THE MAYOR AND SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL (TABLED AT DECEMBER 19, 2023 MEETING)

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

Council Member Bryan moved, seconded by Council Member Gaston, to approve the Resolution Certifying the Responses to RFP 23-055PW for Debris Removal Assistance and Declaring that it would be most Advantageous to the City of Tupelo for Century Construction, Inc., and Alternatively Ashbrite, Inc., to each be Offered a 12-Month Contract for Debris Removal Services in Accordance with the Terms of the RFP, Applicable State of Mississippi Procurement Requirements, and the Provisions of 2 C.F.R. § 200.317 *et seq.* and 44 C.F.R. §13.36. The vote was unanimous in favor. APPENDIX Z

IN THE MATTER OF ORDER RATIFYING THE PROCLAMATION OF AND ENDING OF A LOCAL EMERGENCY AND DECLARATION OF DISASTER IN THE CITY OF TUPELO

On Sunday, January 14, 2024, Mayor Todd Jordan declared a state of local emergency due to inclement weather. On Sunday, January 21, 2024, Mayor Todd Jordan declared that the state of local emergency had ended. Council Member Davis moved, seconded by Council Member Gaston, to approve and ratify the proclamation of and ending of the local emergency. The vote was unanimous in favor. APPENDIX AA

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Bryan moved, seconded by Council Member Jones, to adjourn the meeting at 6:28 p.m.



Travis Beard, Council President

ATTEST:


Missy Shelton, Council Clerk

APPROVED


Todd Jordan, Mayor


Date

Fw: Thank you

Missy Shelton <Missy.Shelton@tupeloms.gov>

Mon 1/22/2024 1:15 PM

To: City Council <CITYCOUNCIL@tupeloms.gov>

Cc: Don Lewis <Don.Lewis@tupeloms.gov>

Please read below.....

From: Don Lewis <Don.Lewis@tupeloms.gov>

Sent: Monday, January 22, 2024 1:01 PM

To: Brad Robinson <Brad.Robinson@tupeloms.gov>; Todd Jordan <Todd.Jordan@tupeloms.gov>; City Council <CITYCOUNCIL@tupeloms.gov>

Subject: RE: Thank you

Thanks for sharing! I plan to forward this to the city council.

Great Job!

From: Brad Robinson <Brad.Robinson@tupeloms.gov>

Sent: Friday, January 19, 2024 11:20 AM

To: Don Lewis <Don.Lewis@tupeloms.gov>; Todd Jordan <Todd.Jordan@tupeloms.gov>

Subject: FW: Thank you

I'm pleased to send this email I received on Wednesday, that is describing just some of the amazing efforts that have been noticed and wanted to recognize these personnel involved in these incidents that started this Winter Weather Events. I was asked by Tupelo Police Department, Captain Bowens, to send this to you guys to recognize these crews. These are the type of emails that I love to forward! There have been many incidents of our Tupelo Team working like these crews have done within all departments that are out working in this Winter Weather Event to keep the City of Tupelo and the citizens safe. See the email below. Thanks for all you do-

Brad Robinson

Fire Chief

Tupelo Fire Department

(662)419-3999

Fire Station 1

(662)841-6439

brad.robinson@tupeloms.gov



From: Michael Bowens <Michael.Bowens@tupeloms.gov>

Sent: Wednesday, January 17, 2024 7:12 PM

To: Brad Robinson <Brad.Robinson@tupeloms.gov>

Cc: John Quaka <John.Quaka@tupeloms.gov>

Subject: Thank you

I'd like to recommend that a letter of commendation be placed in personnel file of the firemen for Engine# 2, truck#1, and reserve#2. These men went above and beyond the call for service as we had multiple accidents that involved multiple vehicles on Interstate 22 Sunday evening as rain, ice and cold weather entered into the area. These men fearlessly responded to these multiple accidents with unwavering dedication and professionalism all this despite the hazardous road conditions. Their promptness in accessing the situations, handling traffic control, and providing necessary assistance in wet and icy road conditions along with below freezing temperatures should be commendable.

It was truly inspiring to see the men of the Tupelo Fire Department working long side the Tupelo Police Department display such resilience and selflessness when faced with potentially dangerous situations. It was

evident that these men's' actions were not simply going above and beyond the call of duty but showed a genuine concern for the well-being of others. Their dedication to providing assistance to those in need during the bad weather conditions is a testament to their commitment to public service.

I feel it is essential to acknowledge and recognize the outstanding efforts of our fire department while upholding high professional standards. The selflessness and dedication exhibited by these officers are a reflection of its department and its leadership.

Sincerely,

Tupelo Police Dept.

Capt. Michael D. Bowens

Capt. Michael Bowens

400 N. Front St.

Tupelo, MS 38804

Adam Shift Commander/Crisis Negotiator

Cell: 662-687-1891

Phone: 662-841-6491

Fax: 662-841-6555



**CHECK INFORMATION FOR COUNCIL MEETING
FEBRUARY 16, 2024**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-423780-423781;423782-424082 50002672-50002699

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 January 16, 2024

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

Request:

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

ITEMS:

Committee for King	\$2,000	(MLK Event Ad)
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City of Tupelo
Fy 2024 Budget Revision #5

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2024 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	8,718,760		8,718,760
Licenses & Permits	1,125,000		1,125,000
Intergovernmental Revenues	37,144,044	145,100	37,289,144
Charges for Services	698,000		698,000
Fines & Forfeits	577,000		577,000
Interest Income & Misc. Revenues	1,383,462		1,383,462
Other Financing Resources	224,209		224,209
Unreserved Fund Balance	3,614,022	-	3,614,022
Total General Fund Revenues	53,484,497	145,100	53,629,597

Purpose: To budget for 3 Homeland Security Grant totaling \$145,100 previously awarded and accepted to be spent by the Police Department.

Expenditures:

City Council

Personnel	310,772		310,772
Supplies	6,000		6,000
Other Services & Charges	196,250		196,250
Capital	-	-	-
Total City Council	513,022	-	513,022

Purpose:

Executive Dept.

Personnel	1,151,489		1,151,489
Supplies	23,500		23,500
Other Services & Charges	289,850		289,850
Capital	-	-	-
Total Executive Dept.	1,464,839	-	1,464,839

Purpose:

City Court

Personnel	1,000,016		1,000,016
Supplies	32,300		32,300
Other Services & Charges	107,342		107,342
Capital	-	-	-
Total City Court	1,139,658	-	1,139,658

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,339,911		3,339,911
Supplies	406,100		406,100
Other Services & Charges	2,375,258		2,375,258
Capital	17,000	-	17,000
Total Public Works	6,138,269	-	6,138,269
Purpose:			
<u>Parks & Recreation</u>			
Personnel	2,373,364		2,373,364
Supplies	457,000		457,000
Other Services & Charges	1,261,533		1,261,533
Capital	31,659	-	31,659
Total Parks & Rec	4,123,556	-	4,123,556
Purpose:			
<u>Aquatics Facility</u>			
Personnel	487,227		487,227
Supplies	103,500		103,500
Other Services & Charges	512,000		512,000
Capital	10,000	-	10,000
Total Aquatics Facility	1,112,727	-	1,112,727
Purpose:			
<u>Museum</u>			
Personnel	149,110		149,110
Supplies	9,000		9,000
Other Services & Charges	37,600		37,600
Capital	4,000	-	4,000
Total Museum	199,710	-	199,710
Purpose:			
Community Services	1,343,100	-	1,343,100
Purpose:			
Debt Service	325,480	-	325,480
Purpose:			
Other Financing Uses	11,503,826	-	11,503,826
Purpose:			
Reserves	55,500	-	55,500
Total General Fund Expenditures	53,484,497	145,100	53,629,597

Voting

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

Aye
 Aye
 Absent MS
 Aye
 Aye
 Aye
 Aye

Approved:



President of the Council
 City of Tupelo

Attest:


 Clerk of the Council


 Mayor
 City of Tupelo

Attest:


 City Clerk

RESOLUTION

A RESOLUTION ACKNOWLEDGING THE SELECTION BY THE MISSISSIPPI STATE TREASURY OF CADENCE BANK TO SERVE AS THE PRIMARY DEPOSITORY FOR THE CITY OF TUPELO AND THE SELECTION OF OTHER QUALIFIED DEPOSITORIES TO SERVE AS NEEDED FOR THE INVESTMENT OF EXCESS FUNDS ALL FOR A TERM OF TWO-YEARS AND SPREADING SAME UPON THE MINUTES

WHEREAS, Section 27-105-353, by reference to 27-105-305, of the Mississippi Code of 1972, as amended, provides for the selection of qualified financial institutions as bank depositories; and

WHEREAS, the City of Tupelo has advertised in the *Northeast Mississippi Daily Journal* to receive bids from qualified financial institutions as provided by statute as shown in the Proof of Publication attached hereto as "Exhibit A"; and

WHEREAS, the city received six sealed bids from financial institutions qualified as depositories of the State of Mississippi, namely, Cadence Bank, BankPlus, BNA Bank, Regions Bank, Renasant Bank and Trustmark Bank; and

WHEREAS, a possibility existed that one of the bids, if accepted, might result in a contract in which a member of the city council might have a direct or indirect interest; and

WHEREAS, pursuant to Miss Code Anno. § 27-105-305 (1972 as amended) provides that the city may elect to not open or consider any bids received and submit the matter to the State Treasurer; and

WHEREAS, Miss Code Anno. § 27-105-305 (1972 as amended) further provides that upon receipt of the bids received from the municipality, the State Treasurer shall open and consider the bids received, select a depository or depositories, make all decisions and take any action within the authority of the city under this section relating to the selection of a depository or depositories; and

WHEREAS, the city submitted the six bids to the State Treasurer, said request attached hereto as "Exhibit B"; and

WHEREAS, the State Treasurer received and reviewed the bids, making the determination that Cadence Bank be selected as the highest and best bid to serve as the City's primary depository under the terms set forth in "Exhibit C," and

WHEREAS, the State Treasury also selected the other five responding banks to serve as depository for the investment of excess funds as the need may arise.

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

The determination and selection by the State Treasurer of the bid proposal of Cadence Bank to be the highest and best bid to serve as primary depository bank from the effective date of February 1, 2024, for twenty-four (24) months, attached as "Exhibit C", is acknowledged and said determination and selection of said bank is hereby directed to be spread upon the minutes of the City Council of the City of Tupelo, Mississippi.

Furthermore, the qualified depositories having participated in the bidding process, namely, BankPlus, BNA Bank, Regions Bank, Renasant Bank, and Trustmark Bank may be utilized for the investment of excess funds as the need may arise, with the banks being utilized in order from the highest percentage return on investments down to the lowest.

The foregoing Resolution was proposed in a motion by Council Member Davis seconded by Council Member Bryan and brought to a vote as follows:

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 23rd day of January, 2024.

CITY OF TUPELO, MISSISSIPPI

By: Travis Beard

TRAVIS BEARD

City Council President

ATTEST:

Missy Shelton

MISSY SHELTON, Clerk of Council

APPROVED:

Todd Jordan

TODD JORDAN, Mayor

1-24-2024

DATE

EXHIBIT "A"

STATE OF MISSISSIPPI, LEE COUNTY:

Personally appeared before me, Diana Irias, Notary Public, in and for said County and State, William H. Bronson, III, Publisher, of a newspaper printed and published in the City of Tupelo, Lee County, Mississippi, called The Northeast Mississippi Daily Journal, who being duly sworn, deposes and says that the publication of a certain notice, a true copy of which is hereunto attached, has been made in said newspaper for 8 weeks consecutively to-wit:

Vol. 150. No. 2516 Date Dec. 12 2023
 Vol. 150. No. 243 Date Dec. 11 2023
 Vol. ____ No. ____ Date ____ 20 ____
 Vol. ____ No. ____ Date ____ 20 ____
 Vol. ____ No. ____ Date ____ 20 ____
 Vol. ____ No. ____ Date ____ 20 ____

William H. Bronson, III, Publisher

Witness my hand and seal this 19 day

of 19 December 2023
Diana Irias, Notary



LEGAL NOTICE

REQUEST FOR PROPOSALS
 City of Tupelo Bank Depositories
 2023-0568A

PLEASE TAKE NOTICE that the City of Tupelo, Mississippi (the "City") will receive proposals from qualified financial institutions as defined by Miss Code Ann. (1972) §27-105-315 and §27-105-353 to serve as a designated depository for the City for a twenty-four (24) month period beginning February 1, 2024. Financial institutions must be qualified at the beginning of said period and must re-qualify under the provisions of Miss. Code Ann. § 27-105-353 (1972, as amended).

Said proposals shall be completed using the Bid Form attached hereto, and sealed and submitted to Traci Dillard, Controller, City of Tupelo, Post Office Box 1485, 1st Floor Tax Office, 71 East Troy, Tupelo, MS 38804, not later than 10:00 a.m., Friday, January 5, 2024, at which time such proposals shall be opened. Proposals may also be submitted electronically at www.tupelobids.com. If you have any questions regarding electronic bidding, you may direct them to Plan House at (662) 407-0193.

In order to maximize efficiency and economy, the City of Tupelo will have all demand deposit accounts with one (1) banking institution. Interest on the demand deposit will be on an average daily balance. The City of Tupelo may also elect one (1) or more depositories for the placement of funds for investments and savings. These investment depositories will be selected on a competitive basis as determined by the highest annual interest rate. All other City funds will be invested by solicitation on a competitive basis from all qualified depositories approved by the City of Tupelo.

Each proposal shall contain interest rates to be paid on both short term and long-term funds held by the institution as well as the service charge for transactions handled by the institution for the City. Each financial institution designated as a depository shall designate the security and collateral authorized by law as specified in Miss Code Ann. Sections §27-105-5 and §27-105-315, and securing the funds in an amount equal to 105% of the maximum sum on deposit at any one time exclusive of that portion of said deposit account insured by Federal Deposit Insurance Corporation. In the event that the City designates more than one depository, each financial institution designated as a depository shall provide security and collateral in an amount equal to 105% of the maximum sum actually on deposit at that financial institution. Each financial institution designated as a depository shall enter into a depository agreement with the City.

The City of Tupelo shall use the following factors in selecting its depositories: net earnings of each account, account costs, costs of transfer of accounts from existing depositories, banking services provided, and having met the requirements provided in Section 27-105-315, having in view the safety of such funds, and other such relevant factors necessary to serve the needs and interests of the City of Tupelo.

The City reserves the right to reject any and all proposals. The City reserves the right to reduce, increase or vary the amount of municipal funds on deposit in its discretion. The City of Tupelo is an equal opportunity employer.

Any questions concerning the proposal should be directed to Kim Hanna, City Hall 2nd Floor Finance Department, 71 East Troy Street, Tupelo, MS 38804; telephone 662-841-6509 or email kim.hanna@tupeloms.gov.

Dated, this the 11th day of December, 2023.
 /s/ KIM HANNA
 City Clerk
 December 12, 19, 2023



EXHIBIT "B"
20
City of Tupelo

Todd Jordan
Mayor

Stephen N. Reed
Assistant City Attorney

COUNCIL

Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

January 8, 2024

Mississippi State Treasurer
Attn: Justin Smith, Chief Investment Officer
5001 North West Street
Woolfolk Building, Suite 1101
Jackson, MS 39205-0138

RE: City of Tupelo, MS Municipal Depository Bids

Dear Mr. Smith,

The City Council of the City of Tupelo has authorized the solicitation of proposals ("RFP") from qualified depositories in the State of Mississippi seeking to serve as municipal depository for the City of Tupelo for a term of two-years and beginning on February 1, 2024. As a result of the RFP, the City of Tupelo received six proposals from qualified depositories. As we discussed by phone, there exists a potential conflict between a member of the Tupelo City Council and one of the RFP respondents, and if such proposal were to be accepted, this could result in a municipal contract in which this City Council member would have a direct or indirect interest. In order to avoid any such conflict, the City of Tupelo desires to avail itself of the provisions of Miss. Code Ann. § 27-105-305 (1972, as amended) by having the Treasurer make the selection of municipal depository.

Attached hereto, you will find six sealed proposals from qualified depositories which were timely received in accordance with the terms of the RFP. These bids have remained sealed since their submittal, and have not been presented to the City Council for consideration. In accordance with Mississippi law, please proceed with evaluating the attached proposals, taking into consideration all material aspects of the proposal, including, but not limited to, net earnings, account costs, costs of transfer of accounts from existing depositories, banking services provided and other service considerations, and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. For informational purposes, the City's current depository is Cadence Bank.

It is the desire of the City of Tupelo to have selected one depository for demand deposit (checking) purposes. Also, the City desires to have named additional depositories for investment related purposes of any excess funds that it may have. These investments may be in the form of Certificates of Deposit (CDs) or Treasury Bills (T-Bills). Please evaluate all responses for such purposes.

To assist in the evaluation of these proposals, I have included a summary of the banking activity of our city.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Stephen N. Reed". The signature is fluid and cursive, with the first name "Stephen" being more prominent.

Stephen N. Reed
Assistant City Attorney

Enclosures

Cc: David McRae, State Treasurer
Kim Hanna, CFO
Ben Logan, City Attorney



January 9, 2024

Stephen Reed
Assistant City Attorney
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

Re: City of Tupelo, MS Municipal Depository Bids

Dear Mr. Reed:

Our office has received and reviewed the sealed bids for the selection of a depository for the City of Tupelo for a term of two years beginning on February 1, 2024. Per MISS. ANN. CODE § 27-105-305, we have made the following determination regarding the award of City depository funds:

Cadence Bank has been selected as your depository for City's demand deposit (checking) accounts for a term of two years beginning on February 1, 2024, under its proposal to pay a variable rate equal to Fed Funds target less 50 basis points with a floor of 0.05%. The variable currently equals 5.00%. Based upon the uncertain timing and magnitude of potential interest rate cuts and the length of the term the depository will serve, we opted for the variable rate option.

Please note that although Cadence Bank has been awarded the City's funds for the period of February 1, 2024, through January 31, 2026, the City is not precluded from utilizing the other five banks that participated in the bidding process— BankPlus, BNA Bank, Regions, Renasant, and Trustmark Bank—for the investment of excess funds as they are also qualified depositories of the State of Mississippi.

Our comprehensive analysis is enclosed for your review. Please feel free to call Justin Smith, Chief Investment Officer, with any questions at (601) 359-3536.

Sincerely,

David McRae
State Treasurer

City of Tupelo
 Depository Bid Results
 Analysis as of 1/09/24

Fed Funds Target Range 5.25 - 5.50%
Current 3 mo Treasury Rate 5.37%

Institution	Interest Checking			Money Market			Additional Comments
	Term of Bid	Bid Rate	Rate Type	Current Rate Calculation	Term of Bid	Rate Type	Current Rate Calculation
BankPlus	2-year	Fed Funds Target less 200 bps	Variable	3.50%	2-year	Fed Funds Target less 200 bps	3.50%
BNA Bank	2-year	N/A	Fixed	N/A	2-year	Fed Funds Target less 100 bps	4.50%
Cadence	2-year	3.71%	Fixed	3.710%	2-year	Fed Funds Target less 50 bps; Floor: .05%	5.00%
Regions	2-year	N/A	Fixed	N/A	2-year	75% of Fed Funds Target	4.13%
Renasant	2-year	3.10%	Fixed	3.100%	2-year	Fed Funds Target less 215 bps; Floor: .05%	3.35%
Trustmark	2-year	3.35%	Fixed	3.350%	2-year	Fixed	3.10%
							Higher rate of 3.35% included fees; 3.10 rates will waive all fees

FDTR 5.50% For Dec 13 Next Release 31 Jan 13:00 Survey 5.50%
Federal Funds Target Rate - Upper Bound Federal Reserve
Fed Balance Sheet

<div> <div>Policy</div> <div>Policy</div> <div>Members</div> <div>Contact FED</div> </div> <div> <div>Activity</div> <div>Calendar</div> <div>Statements</div> <div>Minutes</div> <div>Beige Book</div> <div>FOMC Policy</div> <div>FOMC Decisions</div> <div>Monetary Policy Releases</div> <div>Speeches & Testimony</div> <div>FOMC Speak</div> <div>Website</div> </div> <div> <div>Aggregates</div> <div>Balance Sheet</div> <div>Money Supply</div> <div>Reserves</div> <div>Reserve Balance Factors</div> <div>Bank Assets</div> <div>Dealer Positions</div> <div>Consumer Credit</div> <div>Foreign Holdings</div> <div>Debt Outstanding</div> </div>	<div> <div>Latest FOMC Decision</div> <div>December 13, 2023</div> <div>Funds Rate Upper Bound 5.50 (No Chang...</div> <div>Funds Rate Lower Bound 5.25</div> <div>Discount Rate 5.50</div> <div>Policy Concern - -</div> <div>FOMC Vote 12:0</div> <div>Side-by-Side Statements</div> <div>Interest Rates on Reserve Balances</div> <div>IORB 5.40</div> <div>Temporary Open Market Operations</div> <div>Award Rate (%) 5.30</div> <div>Total Bids Accepted 72.00</div> <div>Total Accepted Amount ... 676.05</div> </div> <div> <div>Next FOMC Decision</div> <div>January 31, 2024</div> <div>at 13:00</div> <div>Delayed Rates</div> <div>Fed Funds Effective ... 5.33</div> <div>ICAP Market O/N Ra... 5.31</div> <div>Overnight Bank Fun... 5.32</div> <div>Futures Implied Rate</div> <div>March 2024 5.260</div> <div>June 2024 4.800</div> <div>September 2024 4.400</div> <div>Forward Guidance</div> <div>Board of Gov. Fed Funds F...</div> <div>Forward Guidance Chart B...</div> <div>BE U.S. Primer</div> </div> <div> <div>Toolbox</div> <div>COVID-19 QE Measures</div> <div>ECST Balance Sheet Items</div> <div>ECST CB Liquidity Swaps</div> <div>NSN Fed Lending - Key Fea...</div> <div>HTTP Fed Reports to Congre...</div> <div>NSN BE Global Stimulus Me...</div> <div>Fed Bond Holdings</div> <div>DEBT SOMA Maturity Distribu...</div> <div>NT MBS Holdings</div> <div>HTTP MBS Operations Sched...</div> <div>Fed Funds Analytics</div> <div>DOTS FOMC Dots Projections</div> <div>WIRP Probability of Fed Fun...</div> <div>MIPR Market Implied Policy ...</div> <div>ECFC Analyst Forecasts</div> <div>NSN BE Fed Spectrometer</div> <div>U.S. Interest Rates</div> <div>BTMM Bond Market</div> <div>FWCM Fwd Curve Matrix</div> <div>GC Trs'y Curve</div> <div>NDX Selected Rates</div> <div>XLTP OIS Implied Probabilit...</div> <div>ECST FRB H.15</div> <div>Leading Indicators</div> <div>GP Chicago Fed</div> <div>GP Empire Mfg.</div> <div>GP Phila Fed</div> <div>GP NBER Recession</div> <div>NH NBER Research</div> <div>HTTP NBER Bus. Cycles</div> <div>GP Dallas Fed</div> </div>
<div> <div>Events</div> <div>News</div> <div>Research</div> <div>Blogs</div> <div>Releases</div> </div> <div>News</div> <div> <div>10:00 Markets Get Ready for Risk-Free Fed Arbitra...</div> <div>10:01 Fed's Barr Signals Emergency Loan Program ...</div> <div>10:02 Fed's Michael Barr Is Open to Concessions o...</div> <div>10:03 Stocks Struggle After Tech-Led Bounce; Oil C...</div> <div>10:05 AsiaEco Brief: Pakistan's Recovery Depends ...</div> <div>10:06 Markets Get Ready for Risk-Free Fed Arbitra...</div> <div>10:08 \$ECON: Atlanta Fed's GDPNow was nudged do...</div> <div>10:24 Translated: Anderson, First Vice President of...</div> <div>10:30 Fed Watch: Interviews, Comments and Policy...</div> <div>10:32 Treasuries Hold Gains After Solid 3Y Sale; We...</div> <div>10:35 Central Bank Watch: Countries, Rates, Chang...</div> <div>10:37 Fed's Barr Signals Emergency Loan Program ...</div> <div>10:40 Stocks Flip To Losses, Nvidia Defies Gravity, ...</div> </div> <div> <div>FOMC Forecasts</div> <div> <div>Real GDP (yoy%)</div> <div>Core PCE (yoy%)</div> <div>Unemployment (%)</div> </div> <div> <div>2019</div> <div>2020</div> <div>2021</div> <div>2022</div> <div>2023</div> <div>2024</div> <div>2025</div> </div> <div> <div>2.50</div> <div>-2.20</div> <div>5.80</div> <div>1.90</div> <div>2.60</div> <div>1.40</div> <div>1.80</div> </div> <div> <div>1.65</div> <div>1.32</div> <div>3.61</div> <div>5.24</div> <div>3.20</div> <div>2.40</div> <div>2.20</div> </div> <div> <div>3.68</div> <div>8.09</div> <div>5.35</div> <div>3.63</div> <div>3.80</div> <div>4.10</div> <div>4.10</div> </div> </div>	

SN 577966 CST GMT-6:00 6639-2175-168 09-Jan-2024 15:16:30

Set Default | Export **World Interest Rate Probability**

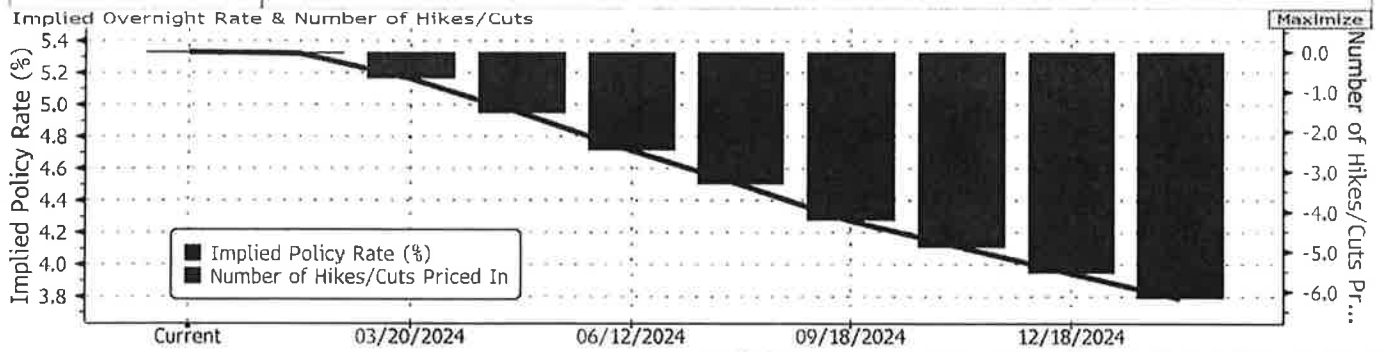
Show Models ☐ Enable Overrides

Region: United States » Instrument: Fed Funds Futures »

Target Rate 5.50 Pricing Date 01/09/2024

Effective Rate 5.33 Cur. Imp. O/N Rate 5.329

Meeting	#Hikes/Cuts	%Hike/Cut	Imp. Rate Δ	Implied Rate	A.R.M.
01/31/2024	-0.045	-4.5%	-0.011	5.318	0.250
03/20/2024	-0.675	-63.0%	-0.169	5.160	0.250
05/01/2024	-1.553	-87.8%	-0.388	4.941	0.250
06/12/2024	-2.479	-92.6%	-0.620	4.709	0.250
07/31/2024	-3.325	-84.6%	-0.831	4.498	0.250
09/18/2024	-4.227	-90.3%	-1.057	4.272	0.250
11/07/2024	-4.896	-66.9%	-1.224	4.105	0.250
12/18/2024	-5.546	-65.0%	-1.387	3.942	0.250
01/29/2025	-6.175	-62.9%	-1.544	3.785	0.250



United States of America		Browse		Treasury & Money Markets	
Fed Funds FOMC »		Fed O/N Repo		US T-Bill	
FDFD 5.3100 5.3300		TGCR 5.30		4W 5.37 +0.00 5.27 5.27	
OBFR01 5.32		BGCR 5.30		2M 5.38 -0.02 5.26 5.25	
Commercial Paper		AFX O/N Rate		3M 5.37 +0.01 5.24 5.21	
30D 5.310		AMERIBOR 5.43		6M 5.22 +0.02 5.02 5.01	
90D 5.400		S&P 500 E-Mini Future		1Y 4.82 +0.00 4.60 4.59	
Dow Jones		SPX Fut 4792.75 -8.50		NASDAQ Composite Index	
DJIA 37525.16 -157.85		CCMP 14857.71 +13.94		CRB Commodity Index	
US Bonds FIT »		S&P 500		LIBOR	
T 4 1/4 12/31/25 4.366		SPX 4756.47		1M 5.45	
T 4 3/4 12/15/26 4.134		FRAs		3M 5.59	
T 3 3/4 12/31/28 3.973		1x4		6M 5.61	
T 3 3/4 12/31/30 3.998		2x5		BSBY Fix	
T 4 1/2 11/15/33 4.017		3x6		O/N 5.41	
T 4 3/4 11/15/43 4.326		4x7		1M 5.36	
T 4 3/4 11/15/53 4.187		5x8		3M 5.41	
Spot FX FXC »		SOFR OIS Swaps		6M 5.37	
JPY 144.5000		3Y 3.9160		1Y 5.23	
EUR 1.0929		5Y 3.6978		SOFR Fix	
GBP 1.2707		10Y 3.6447		O/N 5.41	
CAD 1.3395		30Y 3.5024		1M 5.36	
Key Rates		10Y Note Future		3M 5.41	
Prime 8.50		CBT 111-30 -03+		6M 5.37	
BLR 7.25		Commodities		1Y 5.23	
FDTR 5.50		NYM WTI 72.21 +1.44		SOFR Fix	
Discount 5.50		GOLD 2029.37 +1.30		O/N 5.41	
Funds Future		Funds Future		1M 5.36	
JAN 94.673		30Y MBS BBTM »		3M 5.41	
G/C ON 5.38		FNCL 5 98-07+ 98-12+ 03+		6M 5.37	
Current Coupon		G2SF 5 98-25+ 99-00+ 01+		1Y 5.23	
5.469					
Economic Releases ECO »					
Date Time C A M R Event		Period		Surv(M)	
01/09 05:00 US		Dec		91.0	
01/09 07:30 US		Nov		91.9	
01/10 06:00 US		Jan 5		90.6	
01/10 09:00 US		Nov F		-10.7%	
01/10 09:00 US		Nov		-0.2%	
01/11 07:30 US		Dec		0.4%	
01/11 07:30 US		Dec		0.2%	
01/11 07:30 US		Dec		0.3%	
01/11 07:30 US		Dec		3.2%	
01/11 07:30 US		Dec		3.8%	
01/11 07:30 US		Dec		306,602	
01/11 07:30 US		Dec		313,006	
01/11 07:30 US		Dec		312,251	
01/11 07:30 US		Dec		0.8%	
01/11 07:30 US		Dec		0.5%	
01/11 07:30 US		Jan 6		210k	
01/11 07:30 US		Dec 30		1870k	

SN 57/966 CST GMT 6:00 6:30 2175-168 09-Jan-2024 15:56:03

ORDER

AN ORDER AUTHORIZING THE MAYOR AND CHIEF FINANCIAL OFFICER TO ENTER INTO DEPOSITORY AGREEMENTS WITH QUALIFIED DEPOSITORIES SUBJECT TO RATIFICATION BY THE CITY COUNCIL OF THE CITY OF TUPELO

WHEREAS, pursuant to Miss. Code Ann. § 27-105-305 (1972, as amended), the City of Tupelo submitted the selection of its municipal depository to the State Treasurer so that it may avoid the creation of any potential conflict of interest between a member of the Tupelo City Council and a responding depository; and

WHEREAS, the State Treasurer received and reviewed the bids, making the determination that Cadence Bank be selected as the highest and best bid to serve as the City's primary depository for a term of two-years beginning on February 1, 2024, and

WHEREAS, the State Treasurer further stated that the City may utilizing the services of BankPlus, BNA Bank, Regions Bank, Renasant Bank, and Trustmark Bank to serve as depository for the investment of any excess municipal funds, as the need may arise.

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

1. The Mayor and Chief Financial Officer are authorized to execute a Depository Agreement with Cadence Bank on behalf of the City of Tupelo.
2. The form of the Depository Agreement with Cadence Bank attached hereto as "Exhibit A" is hereby approved, and the final form of the agreement, with all future modifications, is subject to subsequent ratification by the City Council.
3. The Mayor and Chief Financial Officer are authorized to enter into depository agreements with BankPlus, BNA Bank, Regions Bank, Renasant Bank, and Trustmark Bank for the investment of any excess municipal funds, with terms substantially similar to those contained in "Exhibit A," subject to subsequent ratification of those agreements by the City Council.

The foregoing Order was proposed in a motion by Council Member

Bryan seconded by Council Member Mims and brought to a vote as follows:

Councilmember Mims voted

Aye

Councilmember Bryan voted

Aye

Councilmember Beard voted

Aye

Councilmember Davis voted

Aye

Councilmember Palmer voted

Aye

Councilmember Gaston voted

Recused

Councilmember Jones voted

Aye

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 23rd day of January, 2024.

CITY OF TUPELO, MISSISSIPPI

By: Travis Beard

TRAVIS BEARD

City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

1-24-2024
DATE

²⁹ EXHIBIT "A"

DEPOSITORY AGREEMENT

This Depository Agreement ("the Agreement") is made and entered into as of this the 1st day of February, 2024, by and between the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi ("the City") and **CADENCE BANK**, a financial institution organized and existing under the laws of the State of Mississippi ("Cadence").

WHEREAS, the City has decided to place public fund deposits with one or more qualified financial institutions in order to maximize efficiency and economy and to further achieve its financial goals; and

WHEREAS, the City solicited bids from qualified financial institutions to serve as public funds, depositories, as provided by Sections 27-105-1 through 27-105-371 (the "Act") of the Mississippi Code of 1972 as amended, for the designation of a depository for a certain duration; and

WHEREAS, based on the identity of the bids received, the City elected to submit the selection of its municipal depository to the State Treasurer pursuant to §27-105-305, and the State Treasurer found that Cadence complies with the Mississippi statutory requirements under Sections 27-105-303 et seq. for qualification as a public fund depository; and

WHEREAS, Cadence submitted its bid proposal to be a public fund depository for the City on which copy of said proposal is attached as Exhibit A; and

WHEREAS, Cadence has been selected by the State Treasurer as the primary depository bank of public funds and financial institution for all of the City's demand deposit accounts and by review and determination dated January 9, 2024 and effective as of February 1, 2024 (the "Effective Date"), which copy of said determination and selection is attached as Exhibit B (the "State Treasurer Selection"); and

WHEREAS, the City acknowledged such selection and spread upon its minutes by resolution dated January 23, 2024, attached hereto as Exhibit C (the "Resolution of Acknowledgment"); and

WHEREAS, all parties to this Agreement intend to fully comply with the applicable federal, state and local laws and/or ordinances relating to Cadence functioning as a legal depository of public funds.

NOW, THEREFORE, in consideration of the terms, conditions and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Cadence hereby agree as follows:

Article 1. *Service.* As selected by the State Treasurer and acknowledged by the City, Cadence agrees to serve as primary depository bank as defined by the Act and to serve as primary financial institution as provided herein. The primary depository bank and financial institution

shall maintain the City's demand deposit accounts, provide usual and customary account services, and assist the City in its dealings with other depository banks if any. The City, in its discretion shall place public funds in demand deposit accounts with Cadence. The Mayor and City Clerk shall from time to time designate which employees of the City shall have authority to transact on the City's demand deposit accounts with Cadence (being any and all accounts now or hereafter maintained under tax identification numbers of the City of Tupelo Water and Light Department, or of the Tupelo Coliseum Commission) and to enter into operating, cash management, funds transfer, night depository, safe deposit box, and agreements for other such usual and customary services. For the City's internal control purposes, each such transaction shall require the signatures (whether original or facsimile) of at least two (2) such employees and in the case of transactions on any account now or hereafter maintained under tax identification numbers of the City or of the Tupelo Water and Light Department, at least one (1) of which shall be the Mayor or the City Clerk and in the case of transactions on any account now or hereafter maintained under the tax identification number of the Tupelo Coliseum Commission, at least one (1) of which shall be the Coliseum Director or the City Clerk. Cadence further agrees to assist the City by serving as the depository for all of the City's demand deposit accounts in accordance with the terms of the Resolution and this Agreement. The City reserves the right to invest all other public funds on a competitive basis to any qualified depositories.

Article 2. *Interest Rate.* The interest rate to be paid on all accounts shall be a variable rate equal to the Fed Funds Target less 50 basis points with a floor of 0.05%. In the event that the City's average balance becomes less than \$50 million or exceeds \$85 million, Cadence shall notify the City of such condition no less than seven (7) days before it applies market rate or any default interest rate on the account(s).

Article 3. *Term.* Notwithstanding anything in this Agreement to the contrary, the term of the Agreement is for twenty-four (24) months from the Effective Date unless otherwise specified by law.

Article 4. *Continuing Obligations.* Cadence has a continuing obligation to qualify as a public funds depository in accordance with Section 27-105-303 et seq. of the Act.

Article 5. *FDIC.* Cadence's accounts at all times must be insured by the Federal Deposit Insurance Corporation to the extent required by law.

Article 6. *Capital to Total Assets Ratio.* As a financial institution that has been in existence for more than three (3) years and is qualified as a public fund depository and public funds guaranty pool member under Section 27-105-5 and 27-105-315 of the Act, Cadence must have a primary capital to total assets ratio of five and one-half percent (5 ½%) or more as certified by the Mississippi State Treasurer and in accordance with Sections 27-105-5 and 27-105-315 of the Act.

Article 7. *Security.* (A) Cadence shall provide as security for its deposits only, those bonds, notes and other obligations permitted by Sections 27-105-5 and 27-105-315 of the Act. (B) In the alternative, Cadence shall be a participating member of the Mississippi Guaranteed Pooling Program administered by the Mississippi State Treasurer's office.

Article 8. *Service Charges.* Cadence will impose a flat fee of \$500 for service charges exclusive of merchant fees in connection with the City's deposits into any of its accounts. No fee will be charged for any returned items or overdrafts to its deposit accounts. Cadence will not charge interest on overdrafts nor will it charge any fee for issuing cashier's checks. Cadence will not impose any charges on (i) incoming or outgoing wire transfers, (ii) stop payments, (iii) depository bags and locks, (iv) multiple account statements, (v) cash management fees, (vi) check orders or (vii) safekeeping of the securities.

Article 9. *Compliance.* Cadence agrees to comply with all federal, state, and local laws and/or ordinances relating to the functioning as a legal depository of public funds. The parties recognize that changes in the federal, state and local laws and ordinances may occur after the Effective Date of this Agreement; however, the parties agree that Cadence has a continuing obligation to comply with all federal, state and local laws relating to the functioning as a legal depository of public funds upon any subsequent amendments to the aforementioned laws. Notwithstanding anything in this Agreement to the contrary, Cadence agrees to comply at all times with the Act.

Article 10. *Notice Upon Subsequent Changes.* Cadence shall notify the City in writing, within five (5) business days of any change in the ownership of Cadence or the placement of Cadence into bankruptcy, conservatorship or receivership, whether voluntary or involuntary, during the effective dates of this Agreement.

Article 11. *Termination.* The parties may terminate this Agreement upon thirty (30) days prior written notice to the other party only upon an Event of Default as defined in Article 14 below and only after the party in default has been given thirty (30) days in which to cure the default.

Article 12. *Continuous Record.* Cadence agrees to make this Agreement an official and continuous record of Cadence.

Article 13. *Reservation.* The City reserves the right to reduce, increase or vary the amount of public funds on deposit in its sole discretion. The city reserves the right, but is not obligated to invest other public funds on a competitive basis with one or more qualified depositories subject to the approval by the City.

Article 14. *Event of Default.* The occurrence of any one or more of the following shall be deemed to be an Event of Default under this Agreement:

Article 14.1. The City shall fail to perform or comply with any term, provision or covenant of this Agreement, and such failure is not cured within thirty (30) days after written notice is given to the City.

Article 14.2. Cadence shall fail to perform or comply with any term, provision or covenant of this agreement, and such failure is not cured within thirty (30) days after written notice is given to Cadence.

Article 15. *Remedies.*

Article 15.1. Upon the occurrence of an Event of Default by the City which is not cured within the specified time period in Article 14.1 above, Cadence may (i) terminate this Agreement and (ii) exercise each and every remedy otherwise available at law or in equity. Any failure to exercise any such option should not constitute a waiver of the right to exercise the same at any other time.

Article 15.2. Upon the occurrence of an event of Default by Cadence which is not cured within the specified time period in Article 14.2. above, the City may (i) terminate this Agreement and (ii) exercise each and every remedy otherwise available at law or in equity. Any failure to exercise any such option should not constitute a waiver of the right to exercise the same at any other time.

Article 16. *Notices.* All notice, consent or other communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been duly and properly given or served for any purpose only if delivered personally with receipt acknowledged or sent by registered or certified mail, return receipt requested, postage and charges prepaid, or sent by a nationally reputable courier or service with all costs prepaid, and addressed to the other party at the address listed below.

Notices shall be to:

To the City: City of Tupelo, Mississippi
 Attn: Honorable Todd Jordan
 City Clerk/CFO Kim Hanna
 Post Office Box 1485
 Tupelo, MS 38802

To Cadence: Cadence Bank
 Attn:

With Copies to:

Article 17. *Miscellaneous.*

Article 17.1. Time is of the essence of the parties' obligation hereunder.

Article 17.2. This instrument incorporates the entire agreement among the parties hereto, regardless of anything to the contrary contained in any other instrument or notice purporting to summarize the terms hereof, whether or not the same shall be recorded or published.

Article 17.3. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Each party specifically consents to the execution of this Agreement by facsimile.

Article 17.4. This Agreement may be modified or amended upon the written consent of the City and Cadence. Upon the effectiveness of any modifications or amendment hereto, the parties shall be bound by the terms and provisions thereof.

Article 17.5. Unless the context otherwise requires, when used herein, the singular includes the plural and vice-versa and the masculine includes the feminine and neuter and vice-versa. A person deemed to include a person, firm, corporation or other entity.

Article 17.6. This Agreement is binding upon and inures to the benefit of the parties hereto, their legal representatives, successors and assigns.

Article 17.7. Captions are inserted for convenience only and shall not be given any legal effect.

Article 17.8. This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi, including, but not limited to, the State's statutes of limitations.

Article 17.9. No delay or failure by either party to exercise any right under this Agreement, and no partial or singular exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

CITY OF TUPELO, MISSISSIPPI

CADENCE BANK

By: _____
Todd Jordan, its mayor

By: _____

ATTEST:

Its: _____

Kim Hanna, CFO/ City Clerk

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 43968

**ELOISE BARNES ESTATE AND ANY PARTY
HAVING OR CLAIMING ANY LEGAL OR EQUITABLE
INTEREST IN 2111 PRESIDENT**

OWNER

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

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

Property Owner: ELOISE BARNES ESTATE

Address of Owner: 2111 PRESIDENT STREET

Parcel Number: 101M-12-093-00

Address of Violation: 2111 PRESIDENT STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/20/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **01/23/2024**, adjudicated the actual cost of demolition to be **\$5,500.00**. This amount is assessed as a lien on the real property described above.

5. This Resolution will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi. If unpaid prior to the 30th day of September of the current year, this lien shall be satisfied by having the amount of this lien included with municipal ad valorem taxes and payment shall be enforced in the same manner in which payment is enforced for municipal ad valorem taxes. Failure to pay this assessment shall require the tax collector to sell the land as now provided by law for the sale of lands for delinquent municipal taxes. Liens filed after September 30th of the current year, and unpaid by September 30th of the subsequent year shall be collected as a part of the subsequent year's municipal ad valorem taxes, in the same manner as provided herein. The lien against the property shall be an encumbrance upon the property and shall follow title of the property

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

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


WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 23rd day of January, 2024

CITY OF TUPELO, MISSISSIPPI

BY:


TRAVIS BEARD, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN, Mayor

1-24-2024
Date

**EASON BOULEVARD IMPROVEMENTS
VETERANS BOULEVARD to BRIAR RIDGE
CITY OF TUPELO, MISSISSIPPI**

CHANGE ORDER

Order No.: 2

Date: 01-09-2024

Agreement Date: 06-01-2022

Project: **EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE**

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

HP pipe used in place of RCP at a deduction of material costs of	(-) \$15,793.00
Material cost change for switching from 4 head signals to 5 head signals is an addition of	(-) \$1,248.00
Summary Change Order Amount (See Attachment)	(-) \$6,288.96
Total Deduction	(-) \$8,256.04

Justification:

After the project was bid, it was determined that the use of HP Pipe would be acceptable and would provide a cost savings to the project and was therefore agreed to by all parties. Also, after the project was bid it was determined that MDOT would require 5 head signals instead of the 4 head signals that were originally specified. The material cost for the 5 head signals was more than the original 4 head signals resulting in additional cost for these signals. However due to using the 5 head signals, one of the 3 head signals was able to be eliminated from the project resulting in net savings as reflected in the attached summary change order.

ORIGINAL CONTRACT PRICE	<u>\$4,102,161.63</u>
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	<u>\$4,131,348.63</u>
The CONTRACT PRICE due to this CHANGE ORDER will be decreased by	<u>\$8,256.04</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	<u>\$4,123,092.59</u>
The CONTRACT TIME will be increased by <u>0</u> calendar days.	

Approvals required:

Requested by (OWNER):



Recommended by (ENGINEER):

Accepted by (CONTRACTOR):





Tupelo Major Thoroughfare Program Minutes

Date: 12/11/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:14 PM

ROLL CALL: Dennis Bonds

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Terry Bullard Robin Haire Raphael Henry (Zoom) George Jones (Zoom) Jon Milstead
 Stuart Johnson Greg Pirkle Bill Cleveland Ted Roach Ernie Joyner Charlotte Loden
 Dan Rupert

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Danny Riley CW Jackson Drew Robertson

OTHERS PRESENT:

Dennis Bonds Jennifer Roberson Don Lewis Caleb McCluskey Janet Gaston
 Johnny Timmons John White

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the November 13, 2023 Major Thoroughfare Program regular meeting. The following correction(s) were made: Under Open Discussion, Item 8, Charlotte Loden mad a motion was corrected to Charlotte Loden made a motion. With that correction made, Dan Rupert made a motion to accept the minutes. Charlotte Loden seconded the motion. Minutes were approved unanimously by Committee.

Budget Report

Dennis Bonds reviewed the Major Thoroughfare Phase VII Budget Report for the month ending November 30, 2023. Beginning Cash Balance was \$4,269,514. Total Revenue from Interest Earned was \$57,597. Total Expenditures for January was \$128,434. Payments included \$8,660 for Personnel Cost, \$50,176 for Maintenance Cost, and \$69,597 for Eason – Veterans to Briar Ridge. Ending Cash Balance for Phase VII is \$4,198,677.

Current Projects

Dennis Bonds reviewed updates on the current projects

- Maintenance Work
 - Work completed for 2023
 - Beginning stages in planning for the 2024 Road Work List.
- Eason Blvd (Veterans to Briar Ridge)
 - Walked job on Thursday, December 7th. There are a few items the contractor will take care of before the end of the year.
 - Job closed by the end of the year.
- Update on Main Street Safety Improvements Project
 - Work is completed.
 - CSI drew the plans. Hodges Construction did the work. Slayton's Concrete did the concrete work. Public Works did the landscape.
- Veterans (Main to Hamm)
 - Job ready to walk, plan to punch list and close out by the end of the year.
- Main St Bridge
 - Bids open December 14th.
 - Assuming all checks out, will recommend award to City Council at the 12/19 Council Meeting.
 - Boots on the ground February 1.
 - Typical time frame is 9 months. Trying for 5 months to complete.
 - Complete hopefully by July 4th.
- Jackson Street (Madison to Front)
 - Only one bidder, bid was for \$5,744,000. It was within Engineer's estimate. Unable to accept bid since bidder does not currently have a Certificate of Responsibility in MS.
 - Bidder has applied for the Certificate of Responsibility.
 - Certificate of Responsibility is applied for through the State Licensing Board.
 - Bids will open again on January 18th, 2024.

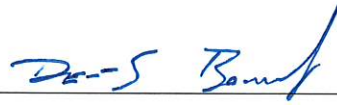
Open Discussion

Greg Pirkle asked where we were at on the access road up near Best Buy.

John White said they had begun work on this and were figuring out where the flood plain was. He also stated there was a block there someone was looking to develop so was working to figure out the alignment of the road.

A handwritten signature in blue ink, appearing to read "Greg Pirkle", written over a horizontal line.

Chairman Greg Pirkle

A handwritten signature in blue ink, appearing to read "Dennis Bonds", written over a horizontal line.

Recorded by Jennifer Roberson

Submitted by Dennis Bonds

RESOLUTION

Whereas, the City of Tupelo, Tupelo Police Department owns and operates law enforcement vehicles all of which fall under the purview of Section 25-1-87, Mississippi Code, styled “**Marking publicly owned or leased vehicles: exceptions: effect of non-compliance**”, and

Whereas, the Tupelo Police Department has a long standing and demonstrated need to operate unmarked vehicles to protect the security of on-going official criminal investigations at all levels within the department; and

Whereas, marking of said law enforcement vehicles would hinder the conduct of official on-going criminal investigations.

It is hereby requested that certain police vehicles, which are suited for use, used and/or are available for use on a continuing basis to facilitate covert investigative activities be exempted from the vehicle marking requirements set forth under section 25-1-87, Mississippi Code Annotated, as follows:

Description	Location	Vin Number
#EOD-6 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC2FR704702
#EOD-1 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC0FR708005
#22 2021 Dodge Durango(Silver)	Detectives	1C4RDHFG9MC640663
#54- 2007 Ford Crown Vic (Electric Blue)	Admin	2FAFP71W17X149018
#34 2005 Ford Crown Victoria	Admin	2FAFP71W35X119080
EOD #86 2019 Chevy Tahoe (Black)	EOD	1GNLCDKC2KR344874
#03 2006 Ford Crown Victoria	Admin	2FAFP71W46X133426
#02 2006 Ford Crown Victoria	Negotiator	2FAFP71W66X133427
#32 2006 Ford Crown Victoria (Gray)	Detectives	2FAFP71WX6X133429
 #51 2006 Ford Crown Victoria	 SWAT	 2FAFP71W66X133430
#72 2012 Ford F-150 (Gray)	PAL	1FTFX1CT7CKD45102
#36 2011 Chevrolet Tahoe Police	K9	1GNLC2E08BR377691
#EOD-5 2013 Chevy Tahoe	SOG	1GNLC2E07DR159941
#48 2013 Chevy Tahoe (silver)	K9	1GNLC2E06DR276720
 #53 2007 Ford Crown Victoria	 SWAT	 2FAFP71W87X149016
#07 2020 White Ford Explorer	SRO	1FMSK7DH6LGC22724
#70 2001 Dodge Ram P/U	PAL	1B7HC16Y81S735196
#42-008 2008 Ford F150 Pickup truck (Gray)	Admin	1FTRX12W68KC86852
#47 2008 Ford Crown Victoria (Dark Gray)	SWAT	2FAFP71V8X149835

#79 2008 Ford Crown Victoria	Detectives	2FAFP71V98XI52712
#65 Chevrolet Suburban	Admin	1GNFC16J87J228346
#90 2016 Ford Police Interceptor (Gray)	Detectives	1M5K8AR4BBD05963
#83 2012 Chevrolet Tahoe(White)	K9	1GNLC2E01CR292516
#EOD-8//2015 Ford F-250	EOD	1FT7W2B68FEB19517
#68 2017 Ford Police Interceptor (Black)	Detectives	1FM5K8AR8HGB82850
#99 2017 Ford Expedition (GOLD)	Detectives	1FMJU1GT5HEA50868
#97 2017 Ford Expedition (BLACK)	Detectives	1FMJU1FT1HEA50867
#49 2009 Ford Crown Victoria	SWAT	2FAHP71V79X121405
#85 2015 Ford Interceptor Utility	SOG	1FM5K8AR8FGB62403
#61 2014 Ford Explorer	Admin	1FM5K8B84EGA23972
#11 2017 Chevy Tahoe (silver)	Admin	1GNLCDEC2HR313032
#59 2015 Ford Interceptor Utility	SOG	1FM5K8AR6FGB62402
#12 2015 Ford F150 Super cab Gray	Detectives	1FTEX1CPXFKD93342
#97 2019 Chevy Tahoe (Black)	SCU	1GNLCDEC4KR173279
#07 2020 White Chevrolet Tahoe	EOD	1GNLCDEC3LR304543
#04 2020 Black Dodge Durango	SCU	1C4RDJG1LC205576
#18 2020 Gray Dodge Durango	Detectives	1C4RDJFG5LC205578
#27 2020 Gray Dodge Durango	Detectives	1C4RDLFG3LC205577
#56 2016 Gray Ford F-150	Negotiator	1FTEW1C8XGKD59186
#42-028 Green 2000 Honda Accord	SOG	1HGCG5647YA056850
#67-2020 White Ford Explorer	SRO	1FMSK7DH1LGC20833
#33- 2021 Dodge Durango (Grey)	Detectives	1C4RDHFG0MC640664
#25- 2021 Dodge Durango (Blue)	Detectives	1C4RDHFG2MC640665
#78- 2021 Chevrolet Tahoe (Black)	Admin	1GNSCLED6MR367782
#14- 2005 Ford CV (Silver)	AI	2FAFP74W05X139072
#23- 2021 Dodge Durango (Black)	K9	1C4RDJFG7MC643584
#76- 2021 Ford Explorer (Black)	Admin	1FMSK7DH1MGC50240
#64- 2021 Chevy Tahoe (Black)	Admin	1GNSCLED7MR434583
#9938- 2022 Chevy Tahoe(Black)	Admin	1GNSCLEDXNR229938
#0114- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED2NR2300114
#0168- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED3NR230168
#0131- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED2NR230131
#8539- 2022 Ford Explorer (Black)	K9	1FM5K8AW9NNA08539
#9946- 2023 Chevrolet Tahoe(Black)	SOG	1GNSCLED1PR189946
#9970-2023 Chevrolet Tahoe(Black)	SOG	1GNSCLED9PR189970

55 Total Unmarked PD Vehicles

John Quaka

Chief John Quaka, Tupelo Police Department

Upon motion by Council Member Gaston, and seconded by Council Member Bryan the matter was called to vote by the President with the Council Members voting as follows:

Council Member Ward 1 Mims	<u>Aye</u>
Council Member Ward 2 Bryan	<u>Aye</u>
Council Member Ward 3 Beard	<u>Aye</u>
Council Member Ward 4 Davis	<u>Aye</u>
Council Member Ward 5 Palmer	<u>Aye</u>
Council Member Ward 6 Gaston	<u>Aye</u>
Council Member Ward 7 Jones	<u>Aye</u>

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and that the above listed law enforcement vehicles are hereby declared exempt from the marking requirements of Section 25-1-87, on this the 23rd day of January, 2024.

City of Tupelo, MS

Travis Beard
Travis Beard, Council President

Attest:

Missy Shelton
Missy Shelton, Clerk of the Council

Todd Jordan
Todd Jordan, Mayor

1-24-2024
Date

DEPARTMENT OF MENTAL HEALTH

State of Mississippi

239 North Lamar Street
1101 Robert E. Lee Building
Jackson, Mississippi 39201



PHONE (601) 359-1288
FAX (601) 359-6295
TDD (601) 359-6230

Wendy Bailey - Executive Director

NARCAN Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between:

Mississippi Department of Mental Health (DMH) Bureau of Behavioral Health Services, and _____
Tupelo Police Dept. / Chief John Quaka (recipient) on the 10th (day) of _____
January (month), 2024 (year).

Purpose

The purpose of this MOU is to specify the obligations of both entities with respect to the delivery, training, distribution, storage, deployment, and reporting of NARCAN®.

Obligations

DMH shall:

- Deliver 105 units of NARCAN® to Chief John Quaka (recipient) on the 22nd (day) of January (month), 2024 (year).
- Provide both electronic and paper forms of an inventory tracking system (**Monthly NARCAN® Reporting Form**) for the purpose of capturing data related to the distribution, deployment, and reporting of NARCAN®.
- Provide online or in-person training on the proper administration and storage of NARCAN® to specified personnel as determined by _____ (recipient) either prior to or at the time of NARCAN® delivery.

Chief John Quaka

(recipient) shall:

- Attest to training of agency personnel prior to their personal possession of NARCAN®.
- Monitor agency personnel in possession of NARCAN® for adherence to the proper safeguarding and storage of inventory including but not limited to the following guidelines:
 - ❖ Store NARCAN® Nasal Spray at room temperature between 59°F to 77°F (15°C to 25°C). NARCAN® Nasal Spray may be stored for short periods up to 104°F (40°C)
 - ❖ Do not freeze NARCAN® Nasal Spray
 - ❖ Keep the NARCAN® Nasal Spray in its box until ready to use and protect from light
 - ❖ Replace NARCAN® Nasal Spray before the expiration date on the box
 - ❖ Keep NARCAN® Nasal Spray and all medicines out of the reach of children

- Designate the following individual as the Point of Contact for the purpose of completing and delivering the **Monthly NARCAN® Reporting Form** (see attached)

Sgt. Patrick Johnson / patrick.johnson@tupeloms.gov 662-841-6491

(Point of Contact name, email and phone #).

- The **Monthly NARCAN® Reporting Form** should be delivered electronically via email by *the 10th business day of each month*, and any related questions should be addressed to:

- Maggie.Roberts@dmh.ms.gov, 601-359-6221

- Redistribute NARCAN® among agency personnel as necessary to ensure that first-in-first-out inventory management is followed to reduce inventory loss of NARCAN® due to product expiration.

Term

The term of this MOU will remain in effect until the lesser of two (2) years from the date of signature or until the NARCAN® inventory is depleted.

Early Termination of MOU

BADS (Bureau of Alcohol and Drug Services) reserves the right to terminate the MOU at its sole discretion and demand return of all remaining NARCAN® inventory if the **Monthly NARCAN® Reporting Form becomes more than 90 days delinquent**. In the event that early termination is determined, BADS agrees to give fourteen (14) calendar days written notice to the Point of Contact who will be responsible for obtaining all remaining NARCAN® and delivering to:

Chuck Oliphant
Bureau of Behavioral Health Services
Mississippi Department of Mental Health
239 North Lamar St.,
1101 Robert E. Lee Building
Jackson, MS 39201

Signatories:

This agreement will become effective on the signature date below.

Maggie Roberts (Signature)
02.16.24 (Date)
Maggie Roberts for Chuck Oliphant
Bureau of Behavioral Health Services
Mississippi Department of Mental Health

Jah O'R (Signature)
1/24/24 (Date)
Chief of Police (Title)
Tupelo MS Police Dept. (Agency)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
AND
TUPELO FIRE DEPARTMENT**

I. PURPOSE

The purpose of this Memorandum of Understanding ("MOU") is to establish the responsibilities of and the relationships between the University of Mississippi Medical Center on behalf of its Mississippi Center for Emergency Services, hereinafter referred to as UMMC, and the Tupelo Fire Department, hereinafter referred to as TFD, regarding non-transport emergency medical services, the development of an available statewide system of medical control for first responders, and the development of educational programs for emergency medical services.

II. PARTIES

The parties to this MOU are UMMC and TFD.

III. RESPONSIBILITIES OF UMMC

- A. For Non-transport Emergency Medical Services ("NT-EMS"), as requested:
- i. Provide statewide, jurisdictional medical control service, both online and offline.
 - ii. Provide medical direction.
 - iii. Provide quality assurance services.
 - iv. Provide a lead point-of-contact to coordinate compliance with Mississippi State Department of Health (MSDH) rules and regulations.
 - v. UMMC reserves the right to withhold or revoke medical control from any NT-EMS staff member that has been deemed unsafe, has failed to provide appropriate documentation, has failed to complete the required training, has failed to complete the application process, or who the medical director deems inappropriate to be functioning in an EMS role.
 - a. This will be communicated to the TFD leadership.
- B. Education Programs:
- i. Provide relevant education and training, which may be done in conjunction with an appropriate training academy or other organization.
 - ii. Provide access to appropriate Mississippi Center for Emergency Service education and training.
 - iii. Provide or collaborate with a training academy or other organization to provide protocol updates and/or refreshers.

- C. General Medical Advisement
 - i. Provide guidance on medical issues, trends, and policies to TFD leadership team.

IV. RESPONSIBILITIES OF Tupelo Fire Department

- A. Non-transport Emergency Medical Services ("NT-EMS"):
 - i. Provide a lead point-of-contact for certification, training, and registration management.
 - ii. Provide a lead point-of-contact for quality assurance follow-up.
 - iii. Provide access to patient charts and other related data for quality assurance review and follow-up.
 - iv. Maintain appropriate records/files for EMR, EMT, EMT-A, and Paramedics who are eligible to receive services provided by UMMC pursuant to this MOU.
 - v. Provide to UMMC or the TFD, at their request any EMS-related certifications or training records required to confirm medical competency and compliance with applicable regulations.
 - vi. Requires all staff members holding medical control under UMMC to complete all required refreshers, protocol review, or other needed educational events.
 - vii. Perform appropriate remedial training and take appropriate action for staff members that have been deemed to have quality assurance issues.

V. ENTIRE AGREEMENT

This MOU represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements. This MOU may be amended only by written amendments duly executed by UMMC and TFD, respectively.

VI. EFFECTIVE DATE

This MOU becomes effective upon the last date of signature, below ("Effective Date") and shall remain in effect for five (5) years, unless terminated as described herein.

VII. TERMINATION

Either party may terminate this MOU upon sixty (60) days prior written notice to the other party.

VIII. COMMUNICATIONS

To provide consistent and effective communications between UMMC and TFD, each party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this MOU.

IX. GOVERNING LAW AND JURISDICTION

This MOU shall be governed by and construed and enforced in accordance with the internal laws of the State of Mississippi, without consideration of its conflict of laws principles, and shall be binding upon the parties hereto in the United States and worldwide.

X. LIABILITY

The parties, as governmental entities of the State of Mississippi or political subdivisions thereof, are each protected from liability pursuant to the Mississippi Tort Claims Act. Personnel from each party will be presumed to be acting within the course and scope of their employment in performing duties hereunder. Each party shall be considered to be independent of the other and neither shall be responsible for the acts or omissions of the other party.

XI. SIGNATURE AUTHORITY


Each individual signing below acknowledges that he or she is duly authorized by their respective party to sign this MOU and to bind the party to the terms and conditions hereof.

IN WITNESS WHEREOF, This MOU shall take effect as of the last date of signature below when it has been executed by the duly authorized representative of each party.

University of Mississippi Medical Center

Tupelo Fire Department

Signature:  8671962D22GC403-

Signature: 

Name: Rachel Gressett

Name: Brad Robinson

Title: Executive Director, Contracts Administration

Title: Fire Chief

Date: 2/9/2024

Date: January 24, 2024

CONTRACT CHANGE ORDERDATE: 12/26/2023CHANGE ORDER NO. 1CONTRACT FOR: Endville Road Safety ImprovementsPROJECT NO.: Project No. 2023-022PWOWNER: City of Tupelo, MSCONTRACTOR: James A. Hodges Construction Company, Inc.

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

DESCRIPTION OF CHANGES							ORIG Contract Price Per Item	Change Order Contract Price Per Item
ITEM	DESCRIPTION	UNIT	ORIG UNIT PRICE	ORIG QNTY	C.O. UNIT PRICE	C.O. QNTY		
4	Removal of Asphalt Pavement	SY	\$7.25	670	\$7.25	2,005	\$4,857.50	\$14,536.25
37	Reinforced Concrete Curb & Gutter	LF	\$23.75	4,560	\$23.75	4,685	\$108,300.00	\$111,268.75
40	Asphalt Base Course	TONS	\$190.80	1,000	\$190.80	1,310	\$190,800.00	\$249,948.00
41	Crushed Stone Base	TONS	\$35.83	2,450	\$35.83	2,775	\$87,783.50	\$99,428.25
43	Borrow Excavation	CY	\$14.00	900	\$14.00	1,560	\$12,600.00	\$21,840.00
44	Unclassified Excavation	CY	\$9.00	1,650	\$9.00	2,310	\$14,850.00	\$20,790.00
TOTALS							\$419,191.00	\$517,811.25
NET CHANGE IN CONTRACT PRICE							\$98,620.25	

JUSTIFICATION FOR CHANGES: This change order is necessary to revise original contract quantities to allow the contractor to provide additional work as required to address deficient base and subgrade conditions within the exiting roadway section of Endville Road. The change order provides additional curb & gutter as required at an existing church parking lot per the property owner's request.

Original Contract Price: \$ 1,202,489.20Previous Change Order(s) Amount: \$ The amount of the Contract will be INCREASED by the Sum Of: Dollars \$ 98,620.25The Contract Total Including this and previous Change Orders Will Be: Dollars \$ 1,301,109.45The Contract Period for Completion Will Be (Increased) (Decreased) (Unchanged) 30 Days.

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

Accepted  (Owner) 01/30/2024 (Date)Recommended  (Owner's Architect/Engineer) 12/27/2023 (Date)Accepted  (Contractor) 1/30/24 (Date)

CONTRACT CHANGE ORDER

DATE: 1/8/24 CHANGE ORDER NO. F-3

CONTRACT FOR: Van Buren Ave. Drainage Improvements

PROJECT NO.: Project No. 2023-032PW

OWNER: City of Tupelo, MS

CONTRACTOR: Townes Construction Company, Inc.

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

DESCRIPTION OF CHANGES							ORIG. Contract Price Per Item	Change Order Contract Price Per Item
ITEM	DESCRIPTION	UNIT	ORIG. UNIT PRICE	ORIG. QNTY.	C.O. UNIT PRICE	C.O. QNTY.		
See attached Summary of Final Quantities								
NET CHANGE IN CONTRACT PRICE							\$0.00	

JUSTIFICATION FOR CHANGES: This change order is necessary to reconcile final contract quantities versus original contract quantities for each pay item.
No change in contract price is reflected.

Original Contract Price: \$ 381,023.00

Previous Change Order(s) Amount: \$ -

The amount of the Contract will be INCREASED by the Sum Of: Dollars \$ -

The Contract Total Including this and previous Change Orders Will Be: Dollars \$ 381,023.00

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): 0 Days.

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

Accepted

[Signature]

(Owner)

(Owner)

(Date)

Recommended

[Signature]

(Owner's Architect/Engineer)

01/08/2024

(Date)

Accepted

[Signature]

(Contractor)

(Contractor)

1-8-2024

(Date)

CONTRACT CHANGE ORDER

DATE: 10/23/23 CHANGE ORDER NO. F-2

CONTRACT FOR: City Park Drainage Improvements

PROJECT NO.: Project No. 2023-028PW

OWNER: City of Tupelo, MS

CONTRACTOR: James A. Hodges Construction Company, Inc.

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

DESCRIPTION OF CHANGES							ORIG. Contract Price Per Item	Change Order Contract Price Per Item
ITEM	DESCRIPTION	UNIT	ORIG. UNIT PRICE	ORIG. QNTY.	C.O. UNIT PRICE	C.O. QNTY.		
See attached Summary of Final Quantities								
TOTALS							\$339,193.75	\$339,193.45
NET CHANGE IN CONTRACT PRICE							(\$0.30)	

JUSTIFICATION FOR CHANGES: This change order is necessary to reconcile final contract quantities versus original contract quantities for each pay item. No change in contract price is reflected.

Original Contract Price: \$ 339,193.75

Previous Change Order(s) Amount: \$ -

The amount of the Contract will be DECREASED by the Sum Of: Dollars \$ (0.30)

The Contract Total including this and previous Change Orders Will Be: Dollars \$ 339,193.45

The Contract Period for Completion Will Be (Increased) (Decreased) (Unchanged) 0 Days.

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

Accepted *[Signature]* (Owner) _____ (Date) _____

Recommended *[Signature]* (Owner's Architect/Engineer) _____ (Date) 01/09/2024

Accepted *[Signature]* (Contractor) _____ (Date) 1/10/24



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director of Parks and Recreation

DATE January 8, 2024

SUBJECT: IN THE MATTER OF ACCEPTANCE OF DONATION FROM TUPELO
SPORTS COUNCIL FOR EASTWOOD SOFTBALL COMPLEX AND
BASEBALL COMPLEX **AF**

Request:

The Tupelo Sports Council would like to donate \$25,000 for the improvements of Eastwood Softball Complex and \$57,000 for the improvements of the Baseball Complex for a total of \$82,000.



M & N CONSTRUCTION, LLC

P. O. Box 392 (38802) / 499 Gloster Creek Suite F5B / Tupelo, MS 38801
O- (662)620-4404 / www.mnconstruction.us.com

OWNER CHANGE ORDER

PROJECT: Pickleball Complex
906 Fillmore Drive
Tupelo, MS 38801

CHANGE ORDER NUMBER: 02
DATE: 11/09/2023
CONTRACT DATE: 05/02/2023

CONTRACTOR:

M&N CONSTRUCTION, LLC
499 GLOSTER CREEK VLG STE F-9
TUPELO, MS 38801

OWNER:

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

ORIGINAL CONTRACT AMOUNT:

\$1,285,300.00

CHANGES BY PREVIOUS CHANGE ORDERS:

\$4,318.42

CURRENT CONTRACT AMOUNT:

\$1,289,618.42

THE CONTRACT IS CHANGED AS FOLLOWS:

Furnish parts and labor to install power and devices for the pavilion. Customer to provide any fans
or fixtures.

NET CHANGES TO CONTRACT AMOUNT

\$3,468.95

NEW CONTRACT TOTAL

\$1,293,087.37

M&N CONSTRUCTION, LLC

Conner A. Carruth

11/09/2023

Date

Jordan Jordan

1-24-2024

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Project Manager

DATE January 9, 2024

SUBJECT: IN THE MATTER OF BID FOR BALLARD PARK PARK SITE
IMPROVEMENTS, PHASE 1 BID #2023-061PR NM

Request:

Please review and approve the lowest and best bid from James A. Hodges Construction, Inc for the Ballard Park Site Improvements, Phase 1 Bid of \$886,020.62 and an Alternate #1 bid of \$58,462.00 for a total of \$944.482.62.

Attached to this request are the following;

- Letter of Recommendation from Sloan Landscape Architecture
- Copy of Bid
- Bid Tab Sheet



January 9th, 2024

Mr. Neal McCoy, Projects Manager
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

**RE: City of Tupelo, Department of Parks and Recreation –
Ballard Park Site Improvements, Phase 1**

Dear Mr. Farned:

Bids were received on Monday January 8th, 2024, on the above-noted project. The apparent low bidder for this project is James A. Hodges Construction, Inc. with a Base Bid of Eight Hundred and Eighty-Six Thousand, Twenty Dollars and Sixty-Two Cents \$886,020.62.00, and an Alternate #1 Bid of Fifty-Eight Thousand, Four Hundred and Sixty-Two Dollars \$58,462.00 for a Total Bid of Nine Hundred and Forty-Four Thousand, Four Hundred and Eighty-Two Dollars and Sixty-Two Cents \$944,482.62.

After discussions with yourself and key representatives from the low bidder, it is my recommendation to accept the Base Bid and Alternate #1 Bid from James A. Hodges Construction, Inc based upon their submitted proposal for the **Total Bid amount of \$944,482.62.**

If you have any questions or concerns, please feel free to give me a call at (662) 432-4146.

Sincerely,

Shipman Sloan, PLA

pc: Alex Farned, Director of Parks and Recreation; Don Lewis, COO; Traci Dillard, Finance; Missy Shelton, Council Clerk
File PN: 23022.00, CBN: 2023-061PR

PN: 23022.00
CBN: 2023-061PR

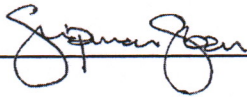
City of Tupelo, MS- Department of Parks and Recreation
Ballard Park Site Improvements, Phase 1

Opening Date: 01/08/2024
Opening Time: 10:00 a.m.

Contractor:	Double S Inc.	ENSCOR, LLC	James A. Hodges Construction Co.	Phillips Contracting Co. Inc.	Pittman Construction Co., Inc.
Certificate of Responsibility			13510-MC	00229-MC	
Surety Company			The Gray Casualty & Surety Company	Fidelity & Deposit Company of Maryland	
Base Bid:			\$886,020.62	\$1,080,000.00	
Alternate #1 Bid:			\$58,462.00	\$83,000.00	

Contractor:	Sitemasters Construction	Stewart Environmental Construction, Inc.	Timbo's Construction Inc.		
Certificate of Responsibility			12475-MC		
Surety Company			The Gray Casualty & Surety Company		
Base Bid:			\$1,264,057.23		
Alternate #1 Bid:			\$22,000.00		

Certified Correct By:




[illegible]



Sloan Landscape Architecture

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: James A. Hodges Construction, Inc.

Address: 1281 CR 811

Saltillo, MS 38866

Date: January 8, 2024

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Ballard Park 3-Plex Parking Improvements

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: Eight Hundred and Eighty-Six Thousand, Twenty Dollars

and Sixty-Two Cents (\$ 886,020.62).

Alternate #1 Bid:

Fifty-Eight Thousand, Four Hundred and Sixty-Two Dollars

(\$ 58,462.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **One Hundred & Twenty (120) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, James A. Hodges Construction, Inc. (insert company name) is certifying that neither James A. Hodges Construction, Inc. (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day**. NO EXTENSIONS WILL BE ALLOWED

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

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

Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MS, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
James A. Hodges	1281 CR 811 Saltillo, MS 38866	President

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: James A. Hodges Construction, Inc.

Address: 1281 CR 811 Saltillo, MS

Email Address: jamesahodges@comcast.net **Fax Number:** 662-842-8878

Signed:



Title: President

Certificate of Responsibility Number: 13510-MC

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Traci Dillard
71 East Troy Street
Tupelo, MS 38804

Project Name: Ballard Park Site Improvements, Phase 1
to be opened at **10:00 a.m. on Monday January 8th, 2023.**

[illegible]

PROPOSAL FORM

004200 - 5

Timbo's Construction, Inc.
3853 Highway 61 North
Cleveland, MS 38732
Phone: 662-843-4740
faith@timbosconstruction.com
COR No.: 12475-MC

APPENDIX R

City of Tupelo – Department of Parks and Recreation
Attn: Traci Dillard
PO Box 1485
Tupelo, MS 38802

Sealed Bid For:
City of Tupelo – Department of Parks and Recreation, Ballard Park Site Improvements, Phase 1
Tupelo, MS
Project No: 23022.00

To Be Opened:
January 8, 2024 @ 10:00 AM

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name:

Timbo's Construction

Address:

3853 Highway 61N
Cleveland, MS 38732

Date:

1/8/2024

Project Owner:

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name:

Ballard Park 3-Plex Parking Improvements

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid:

one million two hundred sixty four thousand
fifty seven dollars & twenty three cents (\$1,264,057.23).

Alternate #1 Bid:

twenty two thousand dollars
(\$22,000.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **One Hundred & Twenty (120) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, Timbo's Construction (insert company name) is certifying that neither Timbo's Construction (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MS, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Jimmy Sandifer	Cleveland, MS	President
Laquita Sandifer	Cleveland, MS	Corp. Sec.
Ethan Sandifer	Cleveland, MS	VP

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: Timbo's Construction

Address: 3853 Highway 61 N Cleveland, MS 38732

Email Address: faith@timbosconstruction.com Fax Number: 888-629-2975

Signed: 

Title: President

Certificate of Responsibility Number: 12475 MC

[illegible]

PROPOSAL FORM

004200 - 5

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: Phillips Contracting Co., Inc.

Address: P.O. Box 7530

Columbus, MS 39705

Date: 1/8/2024

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Ballard Park 3-Plex Parking Improvements

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: one million eighty thousand dollars and no cents
(\$ 1,080,000.00).

Alternate #1 Bid: eighty three thousand dollars and no cents
(\$ 83,000.00).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **One Hundred & Twenty (120) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, Phillips Contracting Co., Inc. (insert company name) is certifying that neither Phillips Contracting Co., Inc. (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

(complete if a corporation)

Our Corporation is chartered under the laws of the State of Mississippi, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Blake Hill	P.O. Box 7530 Columbus MS 39705	President
Allen Tatum	" "	Vice-President
Tyler Shepherd	" "	Vice-President

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: Phillips Contracting Co., Inc.

Address: P.O. Box 7530 Columbus MS 39705

Email Address: allen@phillipscontracting.com Fax Number: 662-329-3291

Signed: 

Title: President

Certificate of Responsibility Number: 00229-MC



AIA® Document A101® – 2017

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

AGREEMENT made as of the Sixteenth day of January in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

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

City of Tupelo, Mississippi, Other
71 East Troy Street
Tupelo, MS 38804
Telephone Number: 662-841-6513
Fax Number: 662-840-2075

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

James A. Hodges Construction, Inc., General Corporation
1281 CR 811
Saltillo, MS 38866
Telephone Number: 662-842-8878

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

Ballard Park Site Improvements, Phase 1
Ballard Park, 2629 West Main Street, Tupelo, MS 38801
The work includes the construction of a new entry, asphalt parking lot with curb and gutter, concrete walkways, and additional work to improve drainage and overall function of the park.

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

Sloan Landscape Architecture, Limited Liability Company
301 West Main Street
Tupelo, MS 38804
Telephone Number: 662-432-4156
Fax Number: 662-432-4160

The Owner and Contractor agree as follows.

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

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

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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

Init.

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User Notes:

(1333218128)

[X] Not later than One Hundred and Twenty (120) calendar days from the date of commencement of the Work.

[] By the following date:

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

Portion of Work	Substantial Completion Date
N/A	

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred and Forty-Four Thousand, Four Hundred and Eighty-Two Dollars and Sixty-Two Cents (\$ 944,482.62), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
Alternate #1	\$58,462.00

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

Item	Price	Conditions for Acceptance
N/A		

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

Item	Price
Contingency Allowance #1	\$50,000.00

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

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

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; Five Hundred Dollars (\$500.00) per calendar day. No extensions will be allowed.

§ 4.6 Other:

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

N/A

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

5% of Completed Work

Init.

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User Notes:

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

Init.

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Mr. Neal McCoy
71 East Troy Street
Tupelo, MS 38804
Telephone Number: 662-841-6513
Fax Number: 662-840-2075
Mobile Number: 662-871-7748
Email Address: nmccoy@tupelo.net

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Mr. Chad Rankin
1281 CR 811
Saltillo, MS 38866
Telephone Number: 662-842-8878

Mobile Number: 662-871-0082

Init.

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User Notes:

(1333218128)

Email Address: crankin0853@gmail.com

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
L0.0-L5.3		11.28.2023

.6 Specifications

Section	Title	Date	Pages
All Sections		11.28.2023	All Inclusive

.7 Addenda, if any:

Number	Date	Pages
N/A		

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

.8 Other Exhibits:

Init.

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

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

☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

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

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

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


OWNER (Signature)

Mr. Todd Jordan, Mayor, City of Tupelo, MS
(Printed name and title)


CONTRACTOR (Signature)

Mr. James A. Hodges, President, James A. Hodges
Construction Inc.
(Printed name and title)

init.

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Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:30:01 ET on 01/10/2024.

PAGE 1

AGREEMENT made as of the Sixteenth day of January in the year Two Thousand Twenty-four

...

City of Tupelo, Mississippi, Other
71 East Troy Street
Tupelo, MS 38804
Telephone Number: 662-841-6513
Fax Number: 662-840-2075

...

James A. Hodges Construction, Inc., General Corporation
1281 CR 811
Saltillo, MS 38866
Telephone Number: 662-842-8878

...

Ballard Park Site Improvements, Phase 1
Ballard Park, 2629 West Main Street, Tupelo, MS 38801
The work includes the construction of a new entry, asphalt parking lot with curb and gutter, concrete walkways, and additional work to improve drainage and overall function of the park.

...

Sloan Landscape Architecture, Limited Liability Company
301 West Main Street
Tupelo, MS 38804
Telephone Number: 662-432-4156
Fax Number: 662-432-4160

PAGE 2

[☒] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[☒] Not later than One Hundred and Twenty (120) calendar days from the date of commencement of the Work.

...

N/A

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User Notes:

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred and Forty-Four Thousand, Four Hundred and Eighty-Two Dollars and Sixty-Two Cents (\$ 944,482.62), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #1 \$58,462.00

...

N/A

...

Contingency Allowance #1 \$50,000.00

...

N/A

...

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows, Five Hundred Dollars (\$500.00) per calendar day. No extensions will be allowed.

...

N/A
PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

5% of Completed Work
PAGE 5

N/A
PAGE 6

[☒] Litigation in a court of competent jurisdiction

...

Mr. Neal McCoy
71 East Troy Street
Tupelo, MS 38804
Telephone Number: 662-841-6513
Fax Number: 662-840-2075
Mobile Number: 662-871-7748

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User Notes:

Email Address: nmccoy@tupelo.net

...

Mr. Chad Rankin

1281 CR 811

Saltillo, MS 38866

Telephone Number: 662-842-8878

...

Mobile Number: 662-871-0082

Email Address: crankin0853@gmail.com

PAGE 7

L0.0-L5.3

11.28.2023

...

All Sections

11.28.2023

All Inclusive

...

N/A

PAGE 8

Mr. Todd Jordan, Mayor, City of Tupelo, MS

Mr. James A. Hodges, President, James A. Hodges
Construction Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:30:01 ET on 01/10/2024 under Order No. 2114499756 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) _____

(Title) _____

(Dated) _____

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User Notes:

(1333218128)

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

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

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (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.
10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

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

MS AG Ops. 2012-00013

20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:


CITY
Date:


CONTRACTING PARTY
Date: 1/11/24

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0070-054-2023
Tupelo Regional Airport**

PART I - OFFER

TO: City of Tupelo, Mississippi and Tupelo Airport Authority
(hereinafter referred to as the RECIPIENT)

FROM: The Mississippi Transportation Commission
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Tupelo Regional Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated July 13, 2023 for Airport Improvement Project No. 3-28-0070-054-2023 (hereinafter referred to as Project) consisting of the following:

Rehab Apron Between TW J and TW H

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$51,402.00**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, two and one-half percent (2.5%) of the final Project costs.
 - b. carry out and complete the project **by December 30, 2027**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

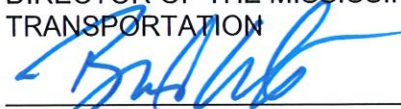
The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the 12 day of March, ²⁰²⁴~~2023~~.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION



Brad White

Bk 23, Pg 1019

PART II - ACCEPTANCE

The **City of Tupelo, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2023.

City of Tupelo, Mississippi

Attest: Kim Hanna
City Clerk
(Title)


By: Judd Jones
Mayor
(Title)

The **Tupelo Airport Authority** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the 8 day of Feb, 2023.

Attest: Rita Gunn
Executive Assistant
(Title)

Tupelo Airport Authority

By: 
Executive Director
(Title)
Mr. [Signature] Chairman

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Tupelo Regional Airport

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

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

5835716
EV* Company Identification Number [Required]

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

BY: [Signature]
_____, Authorized Officer or Agent

02/06/24
_____, Date

Joe Wheeler

Printed Name of Authorized Officer or Agent of
the RECIPIENT

Executive Director

Title of Authorized Officer or Agent of
the RECIPIENT



SWORN TO AND SUBSCRIBED before me on this the 8th day of February, 2024
Rita Michelle Gunn
NOTARY PUBLIC
My Commission Expires: 9-25-27

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



Tupelo Coliseum Commission
Regular Meeting Minutes
November 20, 2023

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, November 20, 2023 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden
Vice Chair- Stephanie Coomer
Commissioner-Jessica Hollinger
Commissioner- Romanda Ofosu-Darkwah
Commissioner- Marcus McCoy
Commissioner- Darrell Marcle

Representatives of the City of Tupelo Present:
Kevan Kirkpatrick –Executive Director -Cadence Bank Arena and Conference Center
Kim Hanna-CFO
Chad Mims- City Council

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

Approval of minutes from October 16, 2023 was discussed. Commissioner Marcus McCoy made a motion to approve the minutes as written, seconded by Commissioner Jessica Hollinger. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

Director's Report

Kevan began his report by welcoming our new Commission member Romanda Ofosu-Darkwah.

Kevan gave us an update on our past events. We had a Steak Competition in the parking lot on 11/03-04, Blues is Alright Tour on 11/10 with 3,200 people attending, WWE on 11/18 we set a record in sales for non-televised shows and we had 69 meeting events.

Kevan also updated us on our upcoming events. Public Ice Skating begins 11/24, Disney on Ice (6 shows in 4 days) 11/30-12/03, Harlem Globtrotters on 12/16, MSU Men's Basketball 12/17 and 33 meeting events.



Old Business:

None

New Business

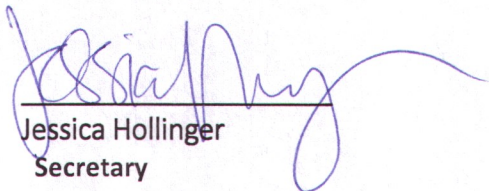
None

Check Approval:

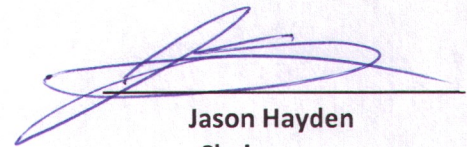
Commissioner Jessica Hollinger made a motion to approve the checks from October, seconded by Commissioner Darrell Marcle. All commissioners voted aye; the motion passed.

Adjournment:

Chair Jason Hayden adjourned the meeting at approximately 3:17 p.m.



Jessica Hollinger
Secretary



Jason Hayden
Chair



Tupelo Convention & Visitors Bureau Board Meeting
Wednesday, January 10, 2024

The Tupelo Convention & Visitors Bureau met Wednesday, January 10, 2024 at 2:00 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Stephanie Browning, Emily Elliott, Leslie Nabors, and Dimple Patel. Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell.

Stephanie Coomer called the meeting to order at 2:02 p.m.

Dimple Patel moved for approval of the agenda. Stephanie Browning seconded the motion. All voting aye, the motion carried.

Leslie Nabors moved that the minutes from November 7, 2023 be approved as presented. Stephanie Browning seconded the motion. All voting aye, the motion carried.

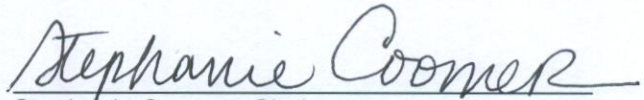
Stephanie Coomer presented the financial report.

Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell presented staff reports.

The meeting adjourned at 2:32 p.m.

Submitted by:

Emily Elliott, Secretary


Stephanie Coomer, Chairman

CHANGE ORDER

CCE NO. 3-09861CHANGE ORDER NO.: 2 - FINAL SUMMARYOWNER: City of TupeloPROJECT: HWY 45 SEWER OUTFALLCONTRACTOR: ENSCOR, LLC

The following changes on the project, with quantities and items involved, are recommended for the reasons stated:

ADJUSTMENT FOR FINAL QUANTITIES - SEE ATTACHED

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

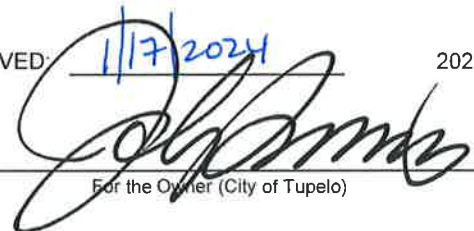
Original Contract Cost \$1,368,762.00DATE: 1/14 2024Previously Approved C.O.'s Add (Deduct): \$78,175.00


For Cook Coggin Engineers, Inc.


PREVIOUS CONTRACT TOTAL: \$1,446,937.00

Estimated Amount Added by this C.O. :

APPROVED: 1/17/2024 2024Estimated Amount Deducted by this C.O. : \$102,576.37


For the Owner (City of Tupelo)

CONTRACT TOTAL: \$1,344,360.63ACCEPTED: 01/03/ 2024


For the Contractor (ENSCOR, LLC)

NOTICE OF AWARD

TO: **MAX FOOTE CONSTRUCTION COMPANY, LLC**
2 OFFICE PARK CIRCLE, SUITE 105,
BIRMINGHAM, AL 35223

C280 855-08
 Project Identification No.

PROJECT: **TUPELO SRF FY21, CENTRAL PUMPING STATION MODIFICATIONS**
CONTRACT A

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated October 5, 2023.

You are hereby notified that your BID has been accepted for items in the amount of \$12,347,000.00.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date this Notice is delivered to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 18th day of October, 2023.

Owner: **CITY OF TUPELO**

By: Todd Jordan

Name, Title: Mayor Todd Jordan

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: **MAX FOOTE CONSTRUCTION COMPANY, LLC**

This the 18th day of October, 2023.

By: Phillip Irvine

Name, Title: Phillip Irvine, Vice-President

APPENDIX X

CONTRACT AGREEMENT

This Agreement, made this the 18th day of October, 2023, by and between **MAX FOOTE CONSTRUCTION CO., LLC**, hereinafter called the Contractor, and the **CITY OF TUPELO**, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1. SCOPE OF WORK

The Contractor shall furnish all equipment, materials, labor, and perform fully the construction of **TUPELO SRF FY21 CENTRAL PUMPING STATION MODIFICATIONS CONTRACT A, SRF PROJECT NO. C280 855-08** for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated AUG. 2023 and Construction Plans entitled **TUPELO SRF FY21 CENTRAL PUMPING STATION MODIFICATIONS CONTRACT A, SRF PROJECT NO. C280 855-08**, Sheets 1 through 74, dated AUG. 2023, which are fully incorporated herein as if hereto attached or herein repeated. All defined terms shall have the same meaning herein as set forth in Article 1 of the General Conditions unless indicated herein to the contrary.

Article 2. TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 400 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$1500.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

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Agreement – SRF Water

2023.04.10

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Article 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of **Twelve Million, Three Hundred & Forty-Seven Thousand 00/100---** Dollars (**\$ 12,347,000.00---**) being the amount of the accepted proposal for **TUPELO SRF FY21 CENTRAL PUMPING STATION MODIFICATIONS CONTRACT A, SRF PROJECT NO. C280 855-08** subject to proper additions and/or deductions at the unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5. ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6. DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages,

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Agreement - SRF Water

2023.04.10

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including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

Owner: CITY OF TUPELO

By: Todd Jordan

Name, Title: Mayor Todd Jordan

Contractor: MAX FOOTE CONSTRUCTION COMPANY, LLC

By: Phillip Irvine

Name, Title: Phillip Irvine, Vice-President

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Agreement – SRF Water

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**2024 MEMORANDUM OF AGREEMENT
FOR CONTINUATION AS A
MISSISSIPPI MAIN STREET ASSOCIATION
DESIGNATED COMMUNITY**

THIS AGREEMENT is entered into and executed by the Mississippi Main Street Association (“MMSA”) and Downtown Tupelo Main Street Association, hereinafter referred to as the “local program.”

THIS AGREEMENT is for the purpose of implementing the local Main Street program through continued participation as a Mississippi Main Street Designated Community. In consideration of the executed agreement, the parties agree to the following terms and conditions:

SECTION I. MMSA AGREES TO:

1. Designate the MMSA Director of Community Development to be the point of contact for the local program director. The team member will be available to answer questions and provide advice and information via email or telephone. The team member will review and approve quarterly reports, participate in the selection of new local directors, and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street 101 training opportunity available to all local program directors, board members, committee members, and government representatives from the Main Street communities. MMSA will provide all materials related to training.
3. Provide access to online training in the Main Street Approach™.
4. Conduct quarterly trainings, workshops, meetings, and/or conferences to further develop and enhance the skills of local directors and board members.
5. Host an annual Main Street Directors’ Retreat, which is required to be attended by the local program director (or other representative).
6. Provide an annual calendar with the dates and locations of MMSA-approved trainings,

workshops, meetings, retreats, and conferences, if possible, at the beginning of the calendar year.

7. Provide one on-site work session, as requested by the local program director, for the development of a vision, goals, and objectives, as part of the program's annual work plan.
8. Provide one annual on-site visit for community services as requested by the local program director. A community assistance form must be filled out and sent to the Director of Community Development, at which point a meeting will be scheduled for a mutually agreed upon time. Additional requests for community visits may be subject to a nominal fee to cover administrative and travel expenses.
9. Provide annual grant opportunities for community development services. Community development services may include, but are not limited to design and planning services, local market analysis, communication and marketing consultation, retail and small business training, festival and event development, volunteer training, budget development, economic development assistance, and business recruitment, retention, and expansion assistance.
10. Provide The Point for Mississippi, an online community forum in partnership with the National Main Street Center, as a resource for local programs. MMSA staff, along with National Main Street Center staff, will monitor and provide technical assistance to members on The Point.
11. Facilitate and promote ongoing marketing of MMSA and its individual local programs.
12. Provide and grant each Designated Community use of the official MMSA Designated Community logo and other promotional materials with MMSA branding.
13. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
14. Provide legislative education and advocacy for Main Street at the state and national level.
15. Collect economic development data from local programs and publish statewide economic development statistics in an annual report to members and investors.
16. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.
17. Conduct bi-annual on-site program assessments to evaluate the local program's progress and assist with the local program's state compliance and accreditation as outlined by Main Street America.

SECTION II. THE LOCAL PROGRAM AGREES TO:

1. Be in good standing with MMSA, having fully paid all dues and fees, submitted all reports and information (including both semi-annual online reports), and participated in the required number of trainings for the previous calendar year.
2. Pay all MMSA Designated Community annual dues and fees in a timely manner.
3. Maintain the focus of the local program within the boundaries of the Main Street district as designated in the local program's application for membership, or subsequent amendments.
4. Maintain broad-based community support for the local program by the public and private sectors through financial contributions and in-kind or volunteer support.
5. Promote and encourage a historic preservation ethic for the local program, including advocacy for good design, encouragement of building rehabilitation and adaptive reuse, promotion of financial incentives, and advancement of planning policies appropriate for preservation.
6. Implement the Main Street Approach™ recommended by MMSA and the National Main Street Center, including the development of an annual work plan for the local program that includes projects centered around the community's transformation strategies.
7. Maintain a strong, broad-based organizational system that includes an active board of directors that holds monthly or bi-monthly meetings throughout the year and committees or task teams with designated board members as chairpersons.
8. Employ a full-time equivalent local program director (or part-time director working 20+ hours if the community is under 5,000 in population) implementing the Main Street program in the community. The local program director shall serve as the primary point of contact for all MMSA-related matters. In the event the local program director position becomes vacant, the local program shall notify MMSA within thirty (30) days and the position shall be filled within four (4) months of the vacancy. In addition, during any vacancy, the local program shall provide MMSA with an interim primary point of contact (e.g., board president) for all MMSA-related matters.
9. Maintain a separate Main Street budget with adequate funding for daily office operations and travel commitments for the local director to attend trainings, workshops, meetings, retreats, and conferences as required by this agreement.
10. Provide information for monitoring the progress of the local program, submit (2) semi-annual reports using the online report generator provided by MMSA, and provide any and all other information requested by MMSA on or before the identified deadlines. Semi-

annual reports shall be submitted by the 15th day of July and January.

11. Send the local program director (or other representative) to the annual Directors' Retreat.
12. In addition to the Directors' Retreat, the local program director shall earn four training points for attending MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved trainings is attached to this agreement as Exhibit A.
13. Fill out the MMSA community assistance form when requesting a community service. The Director of Community Development will take into consideration: if the local program is in good standing with MMSA, if requested funds are available, whether a match from the local program is available, and previous requests from the local program.
14. Include the MMSA Designated Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
15. Be an Accredited or Affiliate Member in good standing with the National Main Street Center.
16. Be an active participant in The Point, an online community forum, in partnership with the National Main Street Center. Every Designated Program should have at least one active member account on The Point.
17. Provide the MMSA Director of Communication and Marketing with your annual event calendar as well as news of your local program's projects and accomplishments so that MMSA may promote them.
18. Include MMSA staff in the hiring and selection process of new local program directors.
19. File all applicable IRS forms in accordance with state and federal tax laws. Local programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
20. Complete the annual Director's Survey (online) sent via email no later than Nov. 3, 2023.
21. Submit the following to MMSA by the January 31, 2024, deadline:
 - Payment of 2024 MMSA dues. The invoice was mailed to the local program director on record in October 2023. The local program director is responsible for ensuring that the invoice is paid by January 31, 2024.
 - A complete list of local board members and officers, including names and email addresses.

SECTION III. MMSA AND THE LOCAL PROGRAM JOINTLY AGREE THAT:

1. This agreement may be modified only by written amendment executed by all parties and approved by the MMSA Executive Director.
2. The term of this agreement shall be for one calendar year, beginning on January 1, 2024, and expiring on December 31, 2024. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA Executive Director.
3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
5. Both parties shall jointly indemnify and hold each other and their respective employees, officers, directors, and assigns harmless from and against all activities, losses, costs, liabilities, claims, damages, and expenses of every kind and character.
6. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. Any and all remaining provisions of this agreement shall remain in full force and effect.
7. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.
8. Except as expressly set forth herein, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.
9. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA) by April 30, 2024, MMSA may choose to send the local program a written initial notice that summarizes the non-compliance issues and provides guidance on how to resolve them. At that point, the local program shall be placed on probationary status and shall be ineligible for any services or grant funds from MMSA until the local program is compliant. MMSA will re-evaluate the local program 90 days following the initial notice. If the local program has failed to correct the issues listed in the first notice, MMSA will issue a final notice. If the local program fails to comply with the provisions of this MOA within 90 days of the final notice, the local program will be de-certified with an official letter from MMSA. At that point, the community will have to start a new application process if they wish to rejoin the association.

IN WITNESS WHEREOF, the following parties have executed this agreement:

By:	DocuSigned by:		
			1/23/2024
	<small>5A407E07B0134D7...</small>		
	Lucia Randle		Date
	Main Street Director		
	DocuSigned by:		
			1/29/2024
	<small>28434FF23B3049C...</small>		
	Todd Jordan		Date
	Local Board President or Chief Elected Official		
	DocuSigned by:		
			1/29/2024
	<small>7B787148574B4E4...</small>		
	Marlo Dorsey, Board President		Date
	Mississippi Main Street Association		

RESOLUTION

A RESOLUTION CERTIFYING THE RESPONSES TO RFP 23-055PW FOR DEBRIS REMOVAL ASSISTANCE AND DECLARING THAT IT WOULD BE MOST ADVANTAGEOUS TO THE CITY OF TUPELO FOR CENTURY CONSTRUCTION, INC., AND ALTERNATIVELY ASHBRIIT, INC., TO EACH BE OFFERED A 12-MONTH CONTRACT FOR DEBRIS REMOVAL SERVICES IN ACCORDANCE WITH THE TERMS OF THE RFP, APPLICABLE STATE OF MISSISSIPPI PROCUREMENT REQUIREMENTS, AND THE PROVISIONS OF 2 C.F.R. § 200.317 *et seq.* AND 44 C.F.R. § 13.36

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

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

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

WHEREAS, the City of Tupelo received proposals from eight (8) firms having varying degrees of experience concerning the collection, clearance, removal and hauling of disaster related debris; and

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

WHEREAS, based on the scoring criteria and specifications contained in the RFP, Century Construction, Inc. received the highest average score and AshBritt, Inc. received the second highest average score.

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

1. The prefatory clauses above are incorporated herein as the findings of the Tupelo City Council and found to be in accordance with a warranted and necessary expression of municipal authority concerning the procurement of debris removal services.
2. The solicitation of proposals, rather than sealed bids, is most advantageous to the City of Tupelo's purpose of procuring a 12-month cost reimbursement contract as

firm fixed-price contracts are not well-suited for the challenges posed by weather-related disasters of varying types and degrees.

3. After committee scoring of the responses to RFP 23-056PW, it was determined that Century Construction received the highest average score from all seven scorers when evaluating the overall quality of their plan to perform debris removal services, their ability to perform debris removal services determined by past performance, their technical and financial resources available to perform the job, their record of past performance of similar work, and their pricing. Additionally, AshBritt, Inc. received the second highest average score based on the same eligible criteria.
4. Considering all relevant evaluation criteria contained in the RFP, it is most advantageous to the City of Tupelo to enter into a 12-month pre-contract for debris removal services with Century Construction, Inc. Additionally, it is most advantageous to the City of Tupelo to enter into an alternative contract with AshBritt, Inc. for use in the event that Century Construction is either unable or unwilling to perform its obligations under the contract, or when additional resources are needed. Each contractor is hereby found to be a responsible offeror possessing the ability to perform successfully under the terms and conditions of the procurement. The mayor is hereby authorized to negotiate and execute each contract subject to legal review and subsequent ratification by the city council.

The foregoing resolution was proposed in a motion by Councilmember

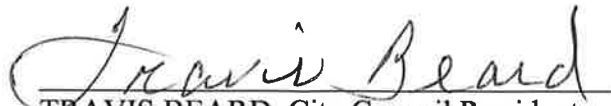
Bryan, seconded by Councilmember Gaston, and

with there being no request that it be read aloud, was brought to a vote as follows:

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

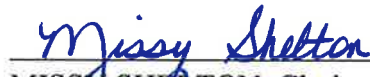
Whereupon, after having received a majority of affirmative votes, the President of the Council declared that the Resolution had been passed and adopted on this the 23rd day of January, 2024.

CITY OF TUPELO, MISSISSIPPI



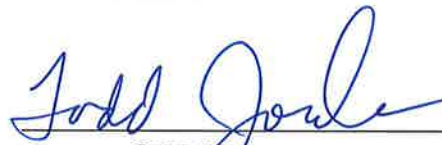
TRAVIS BEARD, City Council President

ATTEST:




MISSY SHELTON, Clerk of the Council

APPROVED:



TODD JORDAN, Mayor



DATE

EXHIBIT "A"

LEGAL NOTICE

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the City of Tupelo, Mississippi is accepting proposals at or before 10:00 am on December 4, 2023, in the office of the Purchasing Clerk, First Floor, Tupelo City Hall, located at 71 East Troy Street, Tupelo, Mississippi 38804 for the following:

RFP NO. 2023-055PW: Debris Removal Firms to Assist the City of Tupelo for a Pre-Contract

The City of Tupelo Mississippi, (hereinafter "City" or "Tupelo") is seeking proposals from well-qualified Firms for Disaster Debris Removal Assistance to establish a twelve (12) month pre-contract. The City of Tupelo Debris Management Team will open the bids for review by the Tupelo City Council and will score the Respondent for consideration. Should the City Council determine that the City Personnel/Equipment and Mutual Aid Agreements are not sufficient to perform the duties required for Debris Removal a task order will be issued. Although pricing is required for the initial RFP response each activation will require current pricing per event. The City reserves the right to reject any and all responses, and to waive any and all irregularities in bidding.

Pricing is sought for the removal of disaster related debris, of every kind and nature from public rights of way (and/or private property if approved by FEMA and MEMA, as further described in the RFP). Private Right of Way Access or Right of Entry (ROE) may or may not be part of any project however if the City, State, MEMA, or FEMA authorizes ROE it will become part of future projects. Respondent should be aware that the City may elect to utilize multiple companies for debris removal should the event size require such action.

The City will receive proposals from firms having specific experience and qualifications in the areas identified in this request. For consideration, information must contain evidence of experience and abilities in the specified area and other disciplines directly related to Debris Removal

Detailed specifications and forms/documents can be downloaded from the City of Tupelo's website at <https://www.tupelomsbids.com>.

For any questions relating to the bidding process, please call Traci Dillard at 662-841-6513. Responses should be submitted in a sealed envelope and **clearly marked** with your Company Name, the RFP Number, Proposal Name and sent by certified US Mail to the City of Tupelo, Attn: Traci Dillard, PO Box 1485, Tupelo, MS 38802. Proposals must be received at or before 10:00 am on December 4, 2023. Responses may be received by hand-delivery to the Permit Office on the First Floor of Tupelo City Hall located at 71 East Troy Street, Tupelo, MS 38804 during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, no later than 10:00 am on December 4, 2023. Electronic submissions will not be accepted.

The City of Tupelo is an Equal Opportunity Employer. The City of Tupelo encourages Minority-owned Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) to submit bids. This bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.

**ORDER RATIFYING THE PROCLAMATION OF AND ENDING OF A LOCAL
EMERGENCY AND DECLARATION OF DISASTER IN THE CITY OF TUPELO**

WHEREAS, throughout the day of Sunday, January 14, 2024, freezing temperatures followed by sleet, freezing rain, snow and continued temperatures below freezing into the single digits began in the City of Tupelo, Mississippi causing pervasive hazardous conditions to all areas of the city, including residences, businesses, public utilities, roadways and public facilities; and

WHEREAS, these conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency and the declaration of property located within the city limits of Tupelo; and

WHEREAS, in advance of the impact of these conditions, Mayor Todd Jordan, acting pursuant to Miss. Code Anno Sec. 33-15-17(d) (1972 as amended) so proclaimed that a local emergency then existed and declared the City of Tupelo a disaster area commencing at 6:00 p.m. on Sunday, January 14, 2024; and

WHEREAS, Mayor Todd Jordan designated Fire Chief Brad Robinson to lead the disaster response and Chief Operations Officer Don Lewis to administer the disaster relief program; and

WHEREAS, the state of local emergency persisted until 6:00 p.m. Sunday, January 21, 2024, at which time the mayor declared by emergency proclamation to have ended; and

NOW THEREFORE, BE IT HEREBY DECLARED AND ORDERED, that in accordance with Miss. Code Anno. Sec. 33-15-17 (1972 as amended), the state of local emergency proclaimed by the Mayor on January 14, 2024, is hereby ratified and approved.

NOW THEREFORE, BE IT HEREBY FURTHER DECLARED AND ORDERED, that in accordance with Miss. Code Anno. Sec. 33-15-17 (1972 as amended), the ending of the state of local emergency proclaimed by the Mayor on January 14, 2024, is hereby ratified and approved.

NOW THEREFORE, BE IT HEREBY FURTHER DECLARED AND ORDERED, that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the City of Tupelo to be in a Local State of Emergency during these times.

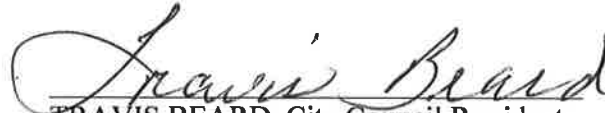
After a full discussion of this matter, Council Member Davis moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Gaston and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember J. Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a recessed regular meeting of the Council on this the 22nd day of January, 2024.

CITY OF TUPELO, MISSISSIPPI


TRAVIS BEARD, City Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN, Mayor

1-24-2024
DATE