

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

SEPTEMBER 06, 2022

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, September 6, 2022, 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 Buddy Palmer gave the invocation, and Council Member Janet Gaston led the pledge of allegiance. Council President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

ADD: Item 30

IN THE MATTER OF AMENDMENT TO 2018 INTERNATIONAL RESIDENTIAL CODE AND CODE OF ORDINANCES CHAPTER 7 – BUILDINGS AND BUILDING REGULATIONS ARTICLE XII – RENTAL HOUSING CODE SECTION 7-216 REQUIRING OVERHEAD RANGE HOOD OR DOWNDRAFT EXHAUST EQUIPMENT (FROM THE AUGUST 16, 2022 REGULAR MEETING)

IN THE MATTER OF STANDING PROMISE OF TOMORROW PROCLAMATION

Mayor Todd Jordan introduced Leigh Ann Mattox, who presented the 'Standing Promise of Tomorrow Proclamation'. APPENDIX A

PUBLIC RECOGNITION

Council Member Chad Mims recognized Tupelo Water and Light, Public Works, Police Department and Fire Department for their quick response to a lightning strike on a tree, which subsequently fell, blocked the street and knocked out the electricity to the area. He also thanked everyone who responded for how cordial to the citizens they were.

Council Member Janet Gaston thanked Matt Robinson, who had a big part in putting on the Change Festival last weekend in Tupelo.

Council Member Rosie Jones thanked the Council, Administration and all the others for their texts, calls, cards, and other expressions of condolence about the passing of her grandmother. She also thanked the Coliseum for their hard work on the Dru Hill concert last weekend.

*Appendix Corrections
8-15-2023*

Council Member Buddy Palmer thanked everyone who worked in the run-away plane incident on Saturday, September 4. He commended them for their hard work and professionalism. He also said he was grateful that the incident ended with no injuries.

Council Member Travis Beard also acknowledged the Police Department, Fire Department and Administration in their quick response to the theft and threats made by the man who stole the airplane. He described it as an "almost catastrophe" that was handled well.

Council Member Nettie Davis thanked the City departments and Administration for their hand in the airplane incident. She also asked for prayers for Ms. Rosie Jones' family in the loss of her grandmother and in the illness of her father. She mentioned that she heard rave reviews of the Dru Hill concert. Mrs. Davis thanked Mission Mississippi and the other groups that were involved in the gas giveaway last Saturday in East Tupelo.

Council Member Lynn Bryan ended the remarks with a laugh saying that his mother-in-law was amused at the Mayor not being aware he was live and asking someone how his hair looked before going on-air. There was a light-hearted laugh and the Council meeting continued.

MAYOR'S REMARKS

Mayor Todd Jordan said there were local, state and national attention to the City of Tupelo on Saturday and the days following the airplane theft and threats. He stated that the City of Tupelo and other emergency officials handled the situation as well as anyone could have done. He gave kudos to them and thanked them for their service.

IN THE MATTER OF PUBLIC HEARING FOR 2022 TAX LEVY

No one spoke concerning the public hearing for the 2022 tax levy.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak at the public hearing for the following properties on the final lot mowing list:

<u>Parcel</u>	<u>Location</u>
089P3100900	407 W MAIN ST
083U0707700	4400 N GLOSTER ST
083U0707600	4432 N GLOSTER ST
077Q3606500	212 S HIGHLAND DR
077F2617900	709 LAR-ELI-DO DR
101B0213600	319 MONUMENT DR
105D1502400	2922 BEASLEY DR
072N0903800	4704 ENDVILLE RD
077F2613400	1830 W JACKSON ST
105D1505100	3091 MOORE AVE
077E2601200	2205 HOLLY HILL DR

101M1202400 2006 FILLMORE DR
 101H0109800 1001 CLEVELAND ST

IN THE MATTER OF PUBLIC HEARING FOR PROPERTY CLEANING OF 394 S. GREEN STREET AND 416 S. GREEN STREET

No one spoke at the public hearing for the following properties on the need for cleaning of:

394 S Green Street
 416 S Green Street

IN THE MATTER OF APPROVAL OF MINUTES OF REGULAR MEETING ON AUGUST 19, 2022 AND SPECIAL CALLED MEETING ON AUGUST 23, 2022

Council Member Beard moved, seconded by Council Member Gaston, to approve the minutes of the Regular City Council meeting held on August 16, 2022 and the Special Called Meeting on August 23, 2022. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF THE TAX ROLL FOR THE 2022 TAX YEAR

Council Member Davis moved, seconded by Council Member Beard, to approve the tax roll for the 2022 tax year. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF APPROVAL TO SUBMIT 2022 MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT PROGRAM APPLICATIONS

Grant Writer Abby Christian, addressed the Council asking for approval to submit the 2022 Mississippi Municipality and County Water Infrastructure Grant Program Applications for reimbursement matching (on a one-to-one) basis for the expenditure of Tupelo's American Rescue Plan Act (ARPA) funds. Council Member Beard moved, seconded by Council member Mims to approve the submission of the applications. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF APPROVAL OF SUBMISSION OF RAILROAD CROSSING ELIMINATION (RCE) PROGRAM FY 22

Grant Writer Abby Christian requested approval to submit the grant application for the Railroad Crossing Elimination (RCE) Program FY 2022. If awarded the grant required a 20% match. Council Member Davis moved, seconded by Council Member Palmer, to approve the submission of this application. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF ACCEPTANCE OF 2019 HOMELAND SECURITY REALLOCATION FUNDING

Grant Writer Abby Christian requested approval to accept a 2019 Homeland Security Reallocation Grant for the Police Academy, in the amount of \$106,568.43. Council Member Beard moved, seconded by Council Member Palmer, to approve the acceptance of the grant. The vote was unanimous in favor.

APPENDIX F

IN THE MATTER OF APPROVAL OF SUBMISSION OF GRANT FOR FIRE DEPARTMENT BALLISTIC VESTS

Grant Writer Abby Christian requested approval of the application submission of the Firehouse Subs Public Safety Foundation grant. The grant is approximately \$22,000 with no match. Council Member Davis moved, seconded by Council Member Gaston to approve the application submission. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF TO ADOPTION OF RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS AND DESIGNATING AUTHORIZED REPRESENTATIVE OF THE 2022 MISSISSIPPI MCWI GRANT PROGRAM

Council Member Gaston moved, seconded by Council Member Jones, to adopt a RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS AND DESIGNATING AUTHORIZED REPRESENTATIVE OF THE 2022 MISSISSIPPI (MCWI) MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT PROGRAM. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID NO. 2022-001PW CITY STREET MICRO-RESURFACING

DDS Director Tanner Newman, on behalf of City Engineer Dennis Bonds, requested the ratification of a contract between the City of Tupelo and Vance Brothers, Inc. for Bid # 2022-001PW City Street Micro-Resurfacing. This bid was awarded at a Council meeting in February, 2022. Council Member Beard moved, seconded by Council Member Mims, to approve the ratification of the contract. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF PROPERTIES FOR LOT MOWING

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

IN THE MATTER OF APPROVAL OF CLEANING AND DEBRIS REMOVAL OF 394 SOUTH GREEN STREET AND 416 SOUTH GREEN STREET

Council Member Mims moved, seconded by Council Member Beard, to adjudicate the properties located at 394 South Green Street and 416 South Green Street as being in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and approve the cleaning and debris removal. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF APPROVAL OF LIEN RESOLUTION FOR UNPAID DEMOLITION

Council Member Palmer moved, seconded by Council Member Davis, to approve a Resolution Adjudicating Cost and Assessing Lien Against Real Property, under Miss. Code Ann. 21-19-11(1972 as amended) for:

3492 Robert Kennedy Dr. (PARCEL: 105H-15-012-00)

The property had been previously adjudicated a menace to the public health, safety and welfare of the community and in need of cleaning and cleaned pursuant to Miss. Code Ann. 21-19-11 (1972 as amended). The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF APPROVAL OF DEVELOPMENT AGREEMENT FOR BUTLER PARK PHASE II RESIDENTIAL SUBDIVISION

Council Member Gaston moved, seconded by Council Member Beard, to approve the Real Estate Development Agreement for Butler Park, LLC between Butler Park, LLC and the City of Tupelo. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF ACCEPTANCE OF PLANNING COMMITTEE MINUTES OF JULY 25, 2022; EXCEPT APPLICATION TA22-02

Council Member Palmer moved, seconded by Council Member Beard to accept the Planning Committee minutes of the July 25, 2022 meeting, except application TA22-02. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPROVAL OF MAJOR SUBDIVISION AND PRELIMINARY PLAT APPLICATION FOR "THE PRESLEY" RESIDENTIAL SUBDIVISION

Council Member Mims moved, seconded by Council Member Beard, to approve the Major Subdivision and Preliminary Plat Application for "The Presley" Residential Subdivision. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF APPROVAL OF DEVELOPMENT AGREEMENT FOR "THE PRESLEY" RESIDENTIAL SUBDIVISION

Council Member Palmer moved, seconded by Council Member Mims, to approve the Development Agreement for "The Presley" residential subdivision. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT OF JOHN MOSES

Council Member Beard moved, seconded by Council Member Davis, to surplus the Glock model 45 9mm, SN BKLR988 and allow Lt. John Moses to purchase same in the amount of \$1.00 upon his retirement from the City of Tupelo Police Department, as permissible under Mississippi State Statute 45-9-131. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF BID APPROVAL FOR MATERIALS AND DELIVERY – 12 MOS SUPPLY – 2022-029PW AND ALTERNATES

Bids were received by the City of Tupelo for Bid # 2022-029PW for Materials and Delivery - 12 Months Supply. Council Member Davis moved, seconded by Council Member Beard, to award the lowest and best bids and designate alternate suppliers if needed as indicated in APPENDIX R. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF BID APPROVAL FOR THE CLARK PLACE DRAINAGE – ARCH PIPE REPLACEMENT REBID PROJECT - BID NO. 2022-030PW

Bids were received for Bid # 2022-030PW - Clark Place Drainage - Arch Pipe Replacement Rebid. Public Works Director Chuck Williams recommended that the bid be awarded to the lowest and best bid of Cook & Son, LLC in the amount of \$292,888.05 and to authorize, after legal review, the Mayor and City Clerk to execute the contract documents subject to subsequent ratification. Council Member Beard moved, seconded by Council Member Gaston, to award the bid, as requested and authorize the execution of the contract documents. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF APPROVAL OF BANCORPSOUTH ARENA MINUTES OF JULY 25, 2022

Council Member Gaston moved, seconded by Council Member Mims, to accept the Bancorpsouth Arena minutes of the July 25, 2022, meeting. The vote was unanimous. APPENDIX T

IN THE MATTER OF REQUEST FOR APPROVAL OF TUPELO WATER & LIGHT SURPLUS ITEMS AND SALE BY SEALED BID

TWL Director Johnny Timmons requested that items, no longer needed by the City of Tupelo, be declared surplus and removed from the asset list of Tupelo Water & Light, and to sell these items by sealed bid. The items were:

2001 International 2554 w/Sewer Vactor, VIN 5223 (Unit #2)
Boring Machine w/Trailer, S/N 2M1810 (Unit BM-1)

Council Member Palmer moved, seconded by Council Member Beard, to find the items no longer needed by the city, surplus the items and dispose of them by a sealed bid process. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF APPROVAL OF 2022-2023 LEE COUNTY E911 INTERLOCAL AGREEMENT AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT

Council Member Davis moved, seconded by Council Member Beard, to approve the 2022-2023 Lee County E911 Interlocal Agreement and authorize the Mayor and City Clerk to execute said agreement. The vote was unanimous in favor. APPENDIX V

IN THE MATTER OF ACCEPTANCE OF DEEDS TO REAL PROPERTY FOR 820 BLAIR STREET, 108 ELVIS PRESLEY DRIVE, 202 ELVIS PRESLEY DRIVE, 2983 S. GREEN STREET, 817 BLAIR STREET, 115 LAWDALE DRIVE, 508 N. MADISON STREET, AND 209 TOLBERT STREET

Council Member Palmer moved, seconded by Council Member Davis to accept the deeds to real property previously purchased or accepted as a donation by the City, as follow:

820 Blair Street
 108 Elvis Presley Dr
 202 Elvis Presley Dr
 2983 S Green St
 817 Blair Street
 115 Lawndale Dr
 508 N Madison St
 209 Tolbert St

The vote was unanimous in favor of accepting these deeds; copies of the deeds are attached to these Minutes as APPENDIX W.

IN THE MATTER OF RATIFICATION OF ENGINEERING CONTRACTS FOR AMERICAN RESCUE PLAN ACT (ARPA) AND MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT PROGRAM

At a Special Called Meeting on August 23, 2022, the City Council awarded three (3) engineering contracts for the American Rescue Plan Act (ARPA) and Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program to Engineering Solutions, Inc. (ESI); Cook Coggin Engineers (CCE) and to Dabbs Corporation. Council Member Beard moved, seconded by Council Member Gaston to ratify the contracts, as submitted, for the engineering work. The vote was unanimous in favor. APPENDIX X

IN THE MATTER OF AMENDMENT TO 2018 INTERNATIONAL RESIDENTIAL CODE AND CODE OF ORDINANCES CHAPTER 7 - BUILDINGS AND BUILDING REGULATIONS ARTICLE XII - RENTAL HOUSING CODE SECTION 7-216 REQUIRING OVERHEAD RANGE HOOD OR DOWNDRAFT EXHAUST EQUIPMENT

Council Member Davis moved, seconded by Council Member Beard, to approve the ORDINANCE AMENDING PROVISIONS OF CHAPTER 7, ARTICLE VIII MECHANICAL CODE, ARTICLE IX RESIDENTIAL CODE AND ARTICLE XII RENTAL HOUSING CODE OF THE CITY OF TUPELO, MISSISSIPPI. The vote was unanimous in favor. APPENDIX Y

IN THE MATTER OF REZONING APPLICATION RZ22-03

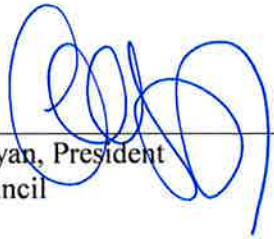
Upon the unanimous agreement of the City Council, the MATTER OF REZONING APPLICATION RZ22-03 was moved from the Study Agenda to the Active Agenda at the next Regular meeting of the City Council.

**IN THE MATTER OF COMPREHENSIVE DEVELOPMENT CODE UPDATE APPLICATION
TA22-03**

Upon the unanimous agreement of the City Council, the Rezoning Application RZ22-03 was moved from the Study Agenda to the Active Agenda at the next Regular meeting of the City Council.

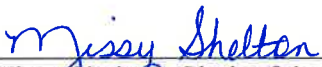
ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Mims, to adjourn the meeting. The vote was unanimous in favor. This, the 6th day of September, 2022, at 6:38 p.m.



Lynn Bryan, President
City Council

ATTEST:



Missy Shelton, Clerk of the Council



Todd Jordan, Mayor

9-21-2022

Date

Proclamation**IN APPRECIATION OF Standing Promise of Tomorrow Club**

WHEREAS, the Challenger League Sports program has been blessed over the past 14 years with a group of junior high and high school volunteers to build relationships and help those individuals with special needs be able to play sports in our recreation league regardless of their athletic ability; and

WHEREAS, the SPOT (Standing Promise of Tomorrow) Club under the leadership of Melissa Witcher for many years then assisted by Teresa Miles, and Shannon Hall have put the work in to ensure successful Therapeutic Sports for Tupelo and the surrounding counties; and

WHEREAS, about 122 volunteers over 14 years have assisted Leigh Ann Mattox at Tupelo Parks and Recreation in planning and implementing sports leagues for soccer, softball, and basketball by helping athletes in every aspect of the game and managed games with maturity and grace; and

WHEREAS, the club has formed bonds with the families and athletes in the Parks and Recreation Therapeutic Program by hosting many holiday dances, carnivals, arts and crafts programs, assisted with Special Olympics swim practices and even the beloved Beyond the Cover Pageant, celebrating the beauty within each and every individual; and

WHEREAS, in July SPOT handed off volunteer responsibilities to the Shine Foundation.

NOW, THEREFORE, I, Todd Jordan, Mayor of Tupelo, Mississippi, on behalf of the City of Tupelo and its duly elected City Council do hereby proclaim this day as SPOT Appreciation Day.

**CHECK INFORMATION FOR COUNCIL MEETING
SEPTEMBER 06, 2022**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-412276-412285; 412286-412607 50001778-50001804

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET

**NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET
AND PROPOSED TAX LEVIES FOR THE UPCOMING FISCAL
YEAR FOR THE CITY OF TUPELO**

The City of Tupelo will hold a public hearing on its proposed budget and proposed tax levies for fiscal year 2023 during a Regular Meeting on September 6, 2022 at 6:00 p.m. at City Hall.

The City of Tupelo is now operating with projected total budget revenue of \$56,594,930. Of that amount 30.24% or \$17,114,091 of such revenue is obtained through ad valorem taxes.

For next fiscal year, the proposed budget has total projected revenue of \$58,008,020. Of that amount, 30.60% or \$17,751,274 is proposed to be financed through a total ad valorem levy of 32.47 mills.

The decision to not increase the ad valorem tax millage rate for fiscal year 2023 above the current fiscal year's ad valorem tax millage rate means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year 2023.

Any citizen of the City of Tupelo is invited to attend this public hearing on the proposed budget and tax levies for fiscal year 2023 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

CITY OF TUPELO
 REAL PROPERTY
 TAX LEVY 96.57 MILLS
 TAX YEAR 2022
 SCHOOL AND CITY EXEMPTION

64.1 CITY AD VAL 32.47

PARCEL#	PPIN	NAME	ASSESSED VALUE	SCHOOL AD VAL TAX	CITY AD VAL TAX	EXPIRATION DATE	YEARS AVAIL	BCSL	TOTAL TAXES DUJF	TYPE I	TYPE II	Comment
078V9400901	53400724027	JAE WESTPARK LLC	\$ 217,005.00	\$ 13,910.02	\$ 7,046.15	12/31/2028	6	6	\$ 3,739	\$ 13,910.02	SCHOOL	
078D2702401	33655	HTG PROPERTY HOL	\$ 49,268.00	\$ 3,158.08	\$ 1,599.73	12/31/2022		1	\$ 3,739	\$ 3,158.08	SCHOOL	
113K0700300	26503	I RE PROPERTIES L	\$ 108,930.00	\$ 6,982.41	\$ 3,536.96	12/31/2024		3	\$ 4,739	\$ 6,982.41	SCHOOL	
078V9401700	17325	ISR LLC DBA:FOAMCRAFT	\$ 251,148.00	\$ 16,098.59	\$ 8,154.78	12/31/2025		4	\$ 3,739	\$ 16,098.59	SCHOOL	
078V9403300	17346	ISR LLC DBA:FOAMCRAFT	\$ 144,242.00	\$ 9,245.91	\$ 4,683.54	12/31/2024		3	\$ 3,739	\$ 9,245.91	FULL CITY & SCHOOL	
075T1500105	49686	SETZER PROPRTIE	\$ 725,930.00	\$ 46,532.11	\$ 23,570.95	12/31/2024		3	\$ 3,739	\$ 46,532.11	SCHOOL	NO CITY EXEMPTION REQUESTED
078V9403200	17345	SUNBOO LLC	\$ 50,201.00	\$ 3,217.88	\$ 1,630.03	12/31/2022		1	\$ 3,739	\$ 3,217.88	FULL CITY & SCHOOL	CITY EXEMPTS/LEE DOES NOT EXEMPT
07200900702	32107	UNITED FURNITURE	\$ 1,782,730.00	\$ 114,272.99	\$ 57,885.24	12/31/2030		9	\$ 3,739	\$ 114,272.99		
			\$ 3,329,454.00	\$ 213,418.00	\$ 108,107.37				\$	\$ 213,418.00		

194,443 CITY A/V EXEMPT ONLY
 3,135,011 LEE & CITY A/V EXEMPT
 3,329,454 TOTAL CITY/COUNTY EXMPT

	VALUES	DOLLARS
CITY ASSESSED TOTALS	3,329,454	213,418.00
STATE TAX ONLY (CODE 20)	0	
ANNEXED EXEMPT CITY & SCHOOL	0	
TOTAL COUNTY ASSESSED	3,329,454	213,418.00
FULL CITY		108,107.37
FULL SCHOOL		213,418.00
FULL CITY & SCHOOL	194,443	12,463.80
SCHOOL ONLY	3,135,011	86,681.21
ANNEXED CITY ONLY	0	0
SPECIAL ASSESSED	0	0
OTHER ASSESSED	0	0
TOTAL	3,329,454	213,418.00
REGULAR HOMESTEAD	0	0
SPECIAL HOMESTEAD	0	0
TOTAL	0	0
NETTAXES	3,329,454	213,418.00

APPENDIX C

PARCEL	BCSL	NAME	INVENTORY VALUE	ASSESSED VALUE	SCHOOL AD VAL TAXES	CITY EXEMPT AD VAL TAXES	EXPIRATION DATE	YEARS AVAIL	AD VALOREM TAXES
P012653	4739	BMW WAREHOUSE OF N	\$ -	\$ -	\$ 5,559.00	\$ 180.50	12/31/2024	3	\$ 356.33
P012091	4739	COOPER TIRE & RUBB	\$ -	\$ 1,163,953.00	\$ 74,609.39	\$ 37,793.55	12/31/2023	2	\$ 74,609.39
P012527	4739	COOPER TIRE & RUBB	\$ -	\$ 568,401.00	\$ 36,434.50	\$ 18,455.98	12/31/2023	2	\$ 36,434.50
P012868	4739	COOPER TIRE & RUBB	\$ -	\$ 1,538,838.00	\$ 98,639.52	\$ 49,966.07	12/31/2024	3	\$ 98,639.52
		DORIC VAULTS CITY							
		EXEMPTS/ LEE DOES NOT							
P011203	3730	EXEMPT	\$ -	\$ 11,344.00	\$ 727.15	\$ 368.34	12/31/2022	1	\$ 727.15
P013132	3739	FOAMCRAFT	\$ -	\$ 29,229.00	\$ 1,873.58	\$ 949.07	12/31/2025	4	\$ 1,873.58
P013364	3739	FOAMCRAFT	\$ -	\$ 76,981.00	\$ 4,934.48	\$ 2,499.57	12/31/2026	5	\$ 4,934.48
P012064	4739	GENLYTE THOMAS GRO	\$ -	\$ 15,552.00	\$ 996.88	\$ 504.97	12/31/2022	1	\$ 996.88
P012480	4739	GENLYTE THOMAS GRO	\$ -	\$ 179,271.00	\$ 11,491.27	\$ 5,820.93	12/31/2023	2	\$ 11,491.27
		GENLYTE THOMAS GRO NO							
P012869	4736	CITY REQ MADE DB/	\$ -	\$ 8,054.00	\$ 516.26	\$ 261.51	12/31/2024	3	\$ 516.26
P014243	1739	GIBSON CORRUGATED	\$ -	\$ 211,773.00	\$ 13,574.65	\$ 6,876.27	12/31/2029	8	\$ 13,574.65
P012528	1709	HAWKEYE INDUSTRIES	\$ -	\$ 102,487.00	\$ 6,569.42	\$ 3,327.75	12/31/2023	2	\$ 6,569.42
P013130	1709	HAWKEYE INDUSTRIES	\$ -	\$ 276,172.00	\$ 17,702.63	\$ 8,967.30	12/31/2025	4	\$ 17,702.63
P013673	1709	HAWKEYE INDUSTRIES	\$ -	\$ 143,636.00	\$ 9,207.07	\$ 4,663.86	12/31/2028	7	\$ 9,207.07
P013963	1709	HAWKEYE INDUSTRIES	\$ -	\$ 314,526.00	\$ 20,161.12	\$ 10,212.66	12/31/2028	7	\$ 20,161.12
P012135	2739	HYPERION TECHNOLOG	\$ -	\$ 10,446.00	\$ 669.59	\$ 339.18	12/31/2022	1	\$ 669.59
P013389	5739	INNOCOR FOAM TECHN	\$ -	\$ 358,800.00	\$ 22,999.08	\$ 11,650.24	12/31/2026	5	\$ 22,999.08
		JOURNAL PUBLISHING NO							
		CITY REQ TO EXMPT MADE							
P012577	4739	DB/15	\$ -	\$ 451,508.00	\$ 28,941.66	\$ 14,560.46	12/31/2024	3	\$ 28,941.66
		3739 L&P COMPONENTS CO#0341							
P012143	3739	L&P COMPONENTS CO	\$ -	\$ 9,961.11	\$ 638.51	\$ 323.44	12/31/2030	9	\$ 638.51
		3739 L&P COMPONENTS CO							
		3739 L&P COMPONENTS CO#4201							
P013137	3739	L&P COMPONENTS CO	\$ -	\$ 97,542.21	\$ 6,252.46	\$ 3,167.20	12/31/2030	9	\$ 6,252.46
P013138	3739	L&P COMPONENTS CO	\$ -	\$ 57,649.00	\$ 3,695.30	\$ 1,871.86	12/31/2026	5	\$ 3,695.30
P013390	3739	L&P COMPONENTS CO	\$ -	\$ 26,158.00	\$ 1,676.73	\$ 849.35	12/31/2026	5	\$ 1,676.73
P013678	3739	L&P COMPONENTS CO	\$ -	\$ 11,144.00	\$ 714.33	\$ 361.85	12/31/2026	5	\$ 714.33
P013953	3739	L&P COMPONENTS CO	\$ -	\$ 43,201.00	\$ 2,769.18	\$ 1,402.74	12/31/2028	7	\$ 2,769.18
P014247	3739	L&P COMPONENTS CO	\$ -	\$ 6,220.00	\$ 398.70	\$ 201.96	12/31/2028	7	\$ 398.70
		3739 L&P COMPONENTS CO							
P013393	4739	L&P COMPONENTS CO	\$ -	\$ 35,326.00	\$ 2,264.40	\$ 1,147.04	12/31/2029	8	\$ 2,264.40
		3739 L&P COMPONENTS CO							
		4739 L&P COMPONENTS CO							

APPENDIX C

CITY OF TUPELO
 PERSONAL PROPERTY ROLLS
 BY NAME
 TAX LEVY 96.57
 FOR TAX YEAR 2022

MILLS

64.1

32.47

PAGE NO. 1

PARCEL	BCSL	NAME	INVENTORY VALUE	ASSESSED VALUE	SCHOOL AD VAL TAXES	CITY EXEMPT AD VAL TAXES	EXPIRATION DATE	YEARS AVAIL	AD VALOREM TAXES
P013676	4739	L&P COMPONENTS CO	\$ -	\$ 23,093.00	\$ 1,480.26	\$ 749.83	12/31/2028	7	\$ 1,480.26
P013955	4739	L&P COMPONENTS CO	\$ -	\$ 76,297.00	\$ 4,890.64	\$ 2,477.36	12/31/2028	7	\$ 4,890.64
P014249	4739	L&P COMPONENTS CO	\$ -	\$ 105,573.00	\$ 6,767.23	\$ 3,427.96	12/31/2029	8	\$ 6,767.23
P012146	4739	L&P COMPONENTS CO#908	\$ -	\$ 9,276.92	\$ 594.65	\$ 301.22	12/31/2029	8	\$ 594.65
P012460	4739	L&P COMPONENTS CO	\$ -	\$ 36,831.00	\$ 2,360.87	\$ 1,195.90	12/31/2022	1	\$ 2,360.87
P012866	4739	L&P COMPONENTS CO	\$ -	\$ 231,680.00	\$ 14,850.69	\$ 7,522.65	12/31/2023	2	\$ 14,850.69
P013134	4739	L&P COMPONENTS CO	\$ -	\$ 97,505.00	\$ 6,250.07	\$ 3,165.99	12/31/2024	3	\$ 6,250.07
P013392	4739	L&P COMPONENTS CO	\$ -	\$ 59,717.00	\$ 3,827.86	\$ 1,939.01	12/31/2026	5	\$ 3,827.86
P013679	4739	L&P COMPONENTS CO	\$ -	\$ 181,587.00	\$ 11,639.73	\$ 5,896.13	12/31/2026	5	\$ 11,639.73
P013956	4739	L&P COMPONENTS CO	\$ -	\$ 667,718.00	\$ 42,800.72	\$ 21,680.80	12/31/2028	7	\$ 42,800.72
P012863	4739	L&P COMPONENTS CO	\$ -	\$ 141,776.00	\$ 9,087.84	\$ 4,603.47	12/31/2028	7	\$ 9,087.84
P012466	4739	PRECISION MACHINE	\$ -	\$ 42,296.00	\$ 2,711.17	\$ 1,373.35	12/31/2029	8	\$ 2,711.17
P014563	4739	L&P COMPONENTS CO 908	\$ -	\$ 161,976.00	\$ 10,382.66	\$ 5,259.36	12/31/2024	3	\$ 10,382.66
P014565	4739	L&P COMPONENTS CO 341	\$ -	\$ 4,502.00	\$ 288.58	\$ 146.18	12/31/2030	9	\$ 288.58
P014566	4739	SUPERSAGLESS 4201	\$ -	\$ 6,904.00	\$ 442.55	\$ 224.17	12/31/2030	9	\$ 442.55
P014243	4739	GIBSON CORRUGATED	\$ -	\$ 96,482.00	\$ 6,184.50	\$ 3,132.77	12/31/2030	9	\$ 6,184.50
P013944	3739	UNITED FURNITURE	\$ -	\$ 211,773.00	\$ 13,574.65	\$ 6,876.27	12/31/2029	8	\$ 13,574.65
		NO CITY EXEMPTION REQ	\$ -	\$ 1,910,896.00	\$ 122,488.43	\$ 62,046.79	12/31/2030	9	\$ 122,488.43
			\$ -	\$ 9,861,698.25	\$ 632,134.86	\$ 320,209.34			\$ 632,134.86
			\$ -	\$ 11,344.00					
			\$ -	\$ 9,850,354.25					
			\$ -	\$ 9,861,698.25					

Tupelo, Inc.			1-Aug-22
Assessed Value	Real Property	Personal Property	
15-Aug-03	234,667,979	94,941,872	
11-Aug-04	266,984,657	91,934,502	
22-Aug-05	270,809,827	96,967,934	
14-Aug-06	276,784,948	101,059,304	
13-Aug-07	283,718,839	101,056,503	
14-Aug-08	314,193,402	98,697,319	
17-Aug-09	318,589,097	98,308,007	
16-Aug-10	324,185,603	97,019,342	
15-Aug-11	327,815,868	97,083,803	
6-Aug-12	322,299,460	103,235,638	
15-Aug-13	342,806,141	103,043,160	
4-Aug-14	348,678,742	108,541,317	
17-Aug-15	347,939,941	109,786,856	
15-Aug-16	376,933,334	113,106,167	
7-Aug-17	373,306,250	113,476,902	
20-Aug-18	376,906,778	113,527,445	
19-Aug-19	381,241,620	119,109,748	
3-Aug-20	410,487,833	119,344,040	
6-Jul-21	411,003,239	119,321,676	
16-Aug-21	412,840,687	119,363,761	
5-Jul-22	417,872,765	130,947,910	
1-Aug-22	419,231,470	131,054,848	
State & School	3,953,564	8,013,269	
City & School	731,508	1,910,896	
Special HS	29,778,799	N/A	
Cooper Tire Lieu		15,105,380	
Increased Value	6,390,783	11,691,087	
New Value	5,747,363	5,055,853	
			Overall Increase 18,081,870

Tupelo Schools			1-Aug-22
Assessed Value	Real Property	Personal Property	
15-Aug-03	252,140,596	95,975,548	
11-Aug-04	287,050,186	92,920,828	
22-Aug-05	291,701,225	98,117,352	
14-Aug-06	298,668,283	102,105,434	
13-Aug-07	308,223,436	102,161,552	
14-Aug-08	342,496,252	99,917,617	
17-Aug-09	348,160,742	99,632,008	
16-Aug-10	354,390,717	98,224,425	
15-Aug-11	358,393,262	98,210,041	
6-Aug-12	352,294,518	104,333,493	
15-Aug-13	354,283,493	102,472,067	
4-Aug-14	359,242,956	107,829,386	
17-Aug-15	358,582,245	108,978,566	
15-Aug-16	388,841,695	112,274,271	
7-Aug-17	385,846,555	113,336,358	
20-Aug-18	389,864,530	113,526,091	
19-Aug-19	394,511,294	118,642,115	
3-Aug-20	424,716,465	118,822,571	
6-Jul-21	425,250,862	118,789,315	
16-Aug-21	427,095,538	118,831,348	
5-Jul-22	432,544,157	130,118,688	
1-Aug-22	433,902,862	130,225,626	
Special HS	32,244,544	N/A	
Increased Value	6,807,324	Increase 11,394,278	
New Value	4,902,841	5,122,602	
Regular Homestead to be shared with County	1,600,131		
			Overall Increase 18,201,602

A	B	C	D	E	F	G	H	I	J	L	O
1	CITY OF TUPELO										
2	HISTORIC DOWNTOWN										
3	ABATEMENTS										
4	AS OF 07/13/2022		Assess This Column:		2022 City Millage						
5					32.47						
6			Prior								
7			Improvement								
8			ASSESSED	2022**	Assessed	City					
9	PPIN	PARCEL #	TAX	Year the Abatement was added	ASSESSED	Value	PROPERTY	NO. OF YEARS	COST	CITY TAXES	2022
10			VALUE-Locked	VALUE	Loss	OWNER				BEFORE ABATEMENT	TAXES
11											
14	24031	078V-34-013-00	2020	7,500	28,782	\$ (21,282.00)	KINDRED AT HOME	5			243.53
17	25175	089N-31-028-00	2020	37,500	146,751	\$ (109,251.00)	BULLDOG BURGER	5			1,217.63
21	45768	084N-19-022-01	2021	97,500	184,811	\$ (87,310.50)	STEAK AND SHAKE	5			3,165.83
23	53493	078V-34-021-03	2021	15,000	194,555	\$ (179,554.50)	WEST PARK PAVILION LLC	5			487.05
28	19188	089K31-291-00	2021	18,000	47,985	\$ (29,985.00)	INDIGO COWORK 522 WEST MAIN	5			584.46
29											
30											
31				\$ 447,660.00	\$ 643,707.00	\$ (427,383.00)	TOTAL ASSESSED VALUES		2,663,429		6,282.95
32											
33				*Final Abatement Report for 2021 Taxes							
34											
35											
36											



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE September 06, 2022

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT 2022 MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT PROGRAM APPLICATIONS AC

Request: Seeking approval to submit applications for the MCWI grant program. This application is for reimbursement matching (on a one-to-one) basis for the expenditure of Tupelo's American Rescue Plan Act (ARPA) funds.

Agency: MS Department of Environmental Quality (MDEQ)

Grant: MS Municipality and County Water Infrastructure (MCWI) Grant Program

Match: One-to-one match. Tupelo's minimum total budget is approximately \$8,000,000, up to a total budget of approximately \$16,000,000.

Submission Deadline: 01 September 2022 – 30 September 2022 (first round), TBD for subsequent rounds.

Overview: All projects consist of water, wastewater, and storm water infrastructure projects in Tupelo. At this time, all potential projects have been awarded to engineering firms for professional services to include preparation of engineering reports, environmental surveys, preparation of environmental impact statements, assistance with grant application and regulatory compliance, and water, wastewater and storm water design, surveying, plans, specifications, testing and construction inspection of the individual projects. MDEQ will open the first round for submissions on 01 September ending on 30 September. Tupelo will submit one application per project found on Exhibit A.

EXHIBIT A**GROUP 1****Water:**

Replace 12" Water Line from Lumpkin to Thomas on West Jackson Street.	\$ 600,000
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Wastewater:

Replace concrete sewer outfall line from Highway 45 to North Gloster Street	\$2,100,000
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Replace Pressure Sewer Line from SW Pump Station to South Gloster Street	\$5,000,000
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Storm Water (Possible combination with wastewater improvements):

Rip Rap/Gabion from Lumpkin to Kings Creek	\$1,200,000
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GROUP 2**Storm Water:**

Robins Field arched pipe repairs	\$ 475,000
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Holly Hill pipe project	\$ 200,000
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Gum Tree Park pipe project	\$ 200,000
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Ford Circle pipe project	\$ 200,000
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City Park pipe project	\$ 500,000
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Van Buren pipe project	\$ 425,000
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Ridgeway Drive pipe replacement	\$ 150,000
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GROUP 3**Storm Water:**

Cooper Tire reshape and rip rap ditch	\$1,250,000
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Haven Acres reshape and rip rap ditch	\$1,350,000
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Mitchell Road pipe drain upgrade and replacements	\$ 300,000
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Gun Club Road box culvert upgrades	\$ 450,000
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Barnes Crossing box culvert upgrades	\$ 750,000
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Medical Park pipe replacement	\$ 200,000
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Danielle Cove replace pipe and rip rap downstream	\$ 450,000
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AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 06 September 2022

SUBJECT: IN THE MATTER OF APPROVAL OF SUBMISSION OF RAILROAD CROSSING ELIMINATION (RCE) PROGRAM FY 22– AC

Request: Seeking the Council’s approval for the submission of Railroad Crossing Elimination (RCE) grant application. If awarded, this funding would be used to complete construction of 6 intersections bringing them to quiet zone standards.

Agency: Federal Railroad Administration (FRA), Department of Transportation (DOT)

Grant: FY22, Railroad Crossing Elimination (RCE) Program

Amount: Approximately \$1,800,000

Match: 20% (\$360,000)

Submission Deadline: 04 October 2022

Overview: This project is to develop two separate quiet zones along the BNSF line. This funding will be spent on constructing supplemental safety measures (SSMs) improving infrastructure at existing at-grade crossings, bringing the intersections up to quiet zone standards. Intersections include W Jackson St, Blair St, Jefferson St, S Church St, S Green St, and Elizabeth St.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Abby Christian, Grant Writer
DATE: September 03, 2021
SUBJECT: IN THE MATTER OF ACCEPTANCE OF 2019 HOMELAND SECURITY REALLOCATION FUNDING AC

Request: Seeking approval to accept 2019 MS Homeland Security grant funding for the Police Academy.

Agency: MS Office of Homeland Security (MOHS)

Grant: Homeland Security Grant Program (HSGP)

City Entity: City of Tupelo - Tupelo Police Department (Academy)

Match: There is no match.

Submission Deadline: 31 March 2023.

Total Amount: \$106,568.43

Overview: Funding for the purchase of Helmets and Helmet Wrap Kits, Glock 17Ts, Mule Pro-MX LE, Dell Latitude 3420s, Chromebooks and Charging Cart, Weapon Conversion Kits, Apex Officer – Pro Training Simulator and X2 – Hardware Upgrade.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 06 September 2022

SUBJECT: IN THE MATTER OF APPROVAL OF SUBMISSION OF GRANT FOR FIRE DEPARTMENT BALLISTIC VESTS – AC

Request: Seeking the Council's approval for the submission of the Firehouse Subs Public Safety Foundation grant application. If awarded, this funding would be used to purchase ballistic vests for the fire department.

Agency: Firehouse Subs Foundation

Grant: Firehouse Subs Public Safety Foundation grant

Amount: Approximately \$22,000

Match: None

Submission Deadline: 06 October 2022

Overview: This funding will be used to purchase 25 ballistic vests.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE September 06, 2022

SUBJECT: IN THE MATTER OF COUNCIL TO ADOPT RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATIONS AND DESIGNATING AUTHORIZED REPRESENTATIVE OF THE 2022 MISSISSIPPI MCWI GRANT PROGRAM AC

Request: Asking the Council to adopt the resolution authorizing the submission of applications for MCWI, and designating Mayor Jordan as the authorized representative.

Agency: MS Department of Environmental Quality (MDEQ)

Grant: MS Municipality and County Water Infrastructure (MCWI) Grant Program

RESOLUTION

RESOLUTION OF CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, TO ADOPT RESOLUTION AUTHORIZING SUBMISSION OF APPLICATIONS UNDER THE MCWI GRANT PROGRAM AND DESIGNATING ITS AUTHORIZED REPRESENTATIVE

WHEREAS, the Mississippi Department of Environmental Quality (MDOT) is accepting applications for matching grants for the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program for qualifying water, wastewater and storm water projects under the American Rescue Plan Act, and

WHEREAS, City of Tupelo, Mississippi, desires to submit an application for the project groups attached hereto as Exhibit A; and:

WHEREAS, the City Council reserves the right to approve additional qualifying projects to those listed in Exhibit A and submit applications for those additional projects; and

WHEREAS, the city desires to designate its Mayor, Todd Jordan, to act in his official capacity as its Certified Representative on behalf of the City of Tupelo, Mississippi, for purposes of this matching grant program.

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Tupelo, Mississippi, finds the following, to wit:

1. Authorizes the submission of matching grant applications for the Mississippi Municipality and County Water Infrastructure (MCWI) Grant Program for qualifying water, wastewater and storm water projects under the American Rescue Plan Act.
2. Approves submission of applications for projects included in Exhibit A.
3. Reserves the right to approve additional projects for submission of applications.
4. Designates its Mayor, Todd Jordan, to act in his official capacity as its Certified Representative on behalf of the City of Tupelo, Mississippi, for purposes of this matching grant program.

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

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 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 regular meeting of the Council on this the 6th day of September, 2022.

CITY OF TUPELO, MISSISSIPPI

By:  _____
LYNN BRYAN
City Council President

ATTEST:

 _____
MISSY SHELTON
Clerk of the Council

APPROVED:

 _____
TODD JORDAN, Mayor

9-6-2022
DATE

GROUP 1**Water:**

Replace 12" Water Line from Lumpkin to Thomas on West Jackson Street.	\$ 600,000
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Wastewater:

Replace concrete sewer outfall line from Highway 45 to North Gloster Street	\$2,100,000
---	-------------

Replace Pressure Sewer Line from SW Pump Station to South Gloster Street	\$5,000,000
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Storm Water (Possible combination with wastewater improvements):

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GROUP 2**Storm Water:**

Robins Field arched pipe repairs	\$ 475,000
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City Park pipe project	\$ 500,000
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Van Buren pipe project	\$ 425,000
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Ridgeway Drive pipe replacement	\$ 150,000
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GROUP 3**Storm Water:**

Cooper Tire reshape and rip rap ditch	\$1,250,000
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Gun Club Road box culvert upgrades	\$ 450,000
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Barnes Crossing box culvert upgrades	\$ 750,000
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Medical Park pipe replacement	\$ 200,000
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Danielle Cove replace pipe and rip rap downstream	\$ 450,000
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OTHER PROJECTS AS MAY BE APPROVED BY CITY COUNCIL AND ADDED TO ANY GROUP

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2022, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and Nance Brothers, Inc. doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of "2022 CITY STREETS MICRO-SURFACING" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 30 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$157,534.75 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. Signed Copy of Proposal Form and Bidder's Certificate
 - D. Executed Non-Collusion Form and Compliance Statements
 - E. Executed Bid Bond
 - F. Contract
 - G. Executed Performance and Payment Bond
 - H. NSPE General Conditions
 - I. Special Contract Provisions
 - J. SPECIFICATIONS issued by DABBS CORPORATION and dated JANUARY 2022.
 - K. ADDENDA:
 - No. 1 Dated February 4, 2022
 - No. _____ Dated _____
 - No. _____ Dated _____
 - No. _____ Dated _____
 - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:

- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
- B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
- C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.

8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.

9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.

10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ 157,534.75) *one hundred Fifty-seven Thousand, Five Hundred Thirty-four dollars and Seventy-five cents*
(not less than one hundred percent of Contract amount)

- 11. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO / OWNER

BY: Todd Jordan
 NAME: TODD JORDAN
 TITLE: MAYOR

ATTEST:

BY: Kim Hanna
 NAME: KIM HANNA
 TITLE: CITY CLERK



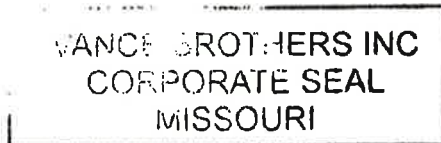
CONTRACTOR

BY: Vance Brothers, Inc.
 NAME: Robert A. Vance
 TITLE: Sr. Vice President

ATTEST:

BY: Stella Edwards
 NAME: Stella Edwards
 TITLE: Asst. Contract Administrator

(SEAL)



VANCE BROTHERS INC (816) 923-4325



TUPELO REGULAR CITY COUNCIL MEETING

FEBRUARY 15, 2022 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER BUDDY PALMER

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER JANET GASTON

CALL TO ORDER: COUNCIL PRESIDENT BUDDY PALMER

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

APPEALS

CITIZEN HEARING

1. CHRIS VAN HORN
2. ELLIOTT JOHNSTON

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)**ACTION AGENDA****ROUTINE AGENDA**

3. IN THE MATTER OF COUNCIL MINUTUES FEBRUARY 1, 2022
4. IN THE MATTER OF BILL PAY **KH**
5. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
6. IN THE MATTER OF BUDGET AMENDMENT #6 FOR FY 2022 **KH**
7. IN THE MATTER OF RATIFICATION OF DEPOSITORY AGREEMENT WITH BANCORPSOUTH (CADENCE BANK) **KH**
8. IN THE MATTER OF APPOINTMENT TO TUPELO SCHOOL BOARD **TJ**
9. IN THE MATTER OF A RESOLUTION DECLARING PROPERTY AS SURPLUS AND ORDERING THE ABANDONMENT OF A PORTION OF RIGHT OF WAY AND ACCEPTING A DONATION OF REAL PROPERTY **SR**
10. IN THE MATTER OF REJECTION OF BID NUMBER 2021-0042PW, ROADWAY SURFACE TREATMENT IMPROVEMENTS **DRB**
11. IN THE MATTER OF BID APPROVAL 2022-001PW CITY STREET MICRO-RESURFACING **DRB**
12. IN THE MATTER OF MOU WITH US MARSHALS **JQ**
13. IN THE MATTER OF BID 2022-002PW SUPPLY/INSTALLATION THERMOPLASTIC TRAFFIC MARKING AND PAINT MATERIALS **CW**
14. IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES FOR OCTOBER 2021 **AF**

(CLOSE REGULAR SESSION)**STUDY AGENDA****EXECUTIVE SESSION****ADJOURNMENT**



February 22, 2022

Mr. Tim Vance
 Vance Brothers, Inc.
 5201 Brighton Ave.
 Kansas City, Missouri 64130

REFERENCE: NOTICE OF AWARD OF CONTRACT
 2022n CITY STREETS MICROSURFACING – BID NO. 2022-001PW
 CITY OF TUPELO, MISSISSIPPI

Dear Mr. Vance:

The City of Tupelo solicited and received bids for the referenced project on Wednesday, February 9, 2022 and Vance Brothers, Inc. has been identified as the successful bidder. Thus, the City of Tupelo, via the approval of the Mayor and City Council, has authorized the award of the contract to your company for the total amount of \$157,534.75. The work shall be completed per the Contract Documents and based on the unit prices listed in your bid proposal.

The City respectfully requests that you proceed with the development of the Contract Documents and submit original signed copies of the following: Section F – Contract including proof of insurance certificates as required in Paragraph No. 8 of Section B of the Contract Documents; Section G – Performance Bond and Payment Bond. Please return three (3) copies of each, fully executed, along with the insurance forms, to my office within ten days. We will then transmit these documents to the Owner for execution. Please leave all dates blank on the Contracts, Bonds, etc. as the Owner will date each of the documents upon final execution.

Upon review/approval by the City Attorney, the Mayor is prepared to execute the contracts such that the City may issue the Notice to Proceed for this Project. Please contact me should have any questions and/or should you require additional information.

Sincerely,
 DABBS CORPORATION

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

Dustin D. Dabbs, PE
 President

C: Mr. Chuck Williams, Director of Public Works, City of Tupelo
 Mr. Dennis Bonds, City Engineer, City of Tupelo
 Mr. Jason Rush, Street Department Director, City of Tupelo

@dabbscorp

682.840.4182

801.927.4012

1005 N. Eason Boulevard

Tupelo, MS 38804

APPENDIX I

Final Lot Mowing Report for 9/6/2022

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 43050	083U0707700	4400 N GLOSTER ST	CROSSING LLC THE	P O DRAWER 67	TUPELO, MS 38802	SB
2. 43051	083U0707600	4432 N GLOSTER ST	CROSSING LLC THE	P O DRAWER 67	TUPELO, MS 38802	SB
3. 43060	077Q3606500	212 S HIGHLAND DR	HATCHWAY PROPERTIES 1 LLC	3100 OLD CANTON RD STE 200	JACKSON, MS 39216	SB
4. 43069	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	JLS
5. 43074	101B0213600	319 MONUMENT DR	TGA INVESTMENTS LLC	1001 SERENITY LANE	NEW ALBANY, MS 38652	JLS
6. 43100	105D1502400	2922 BEASLEY DR	TURBO PROPERTIES LLC	208 N GLOSTER STREET	TUPELO, MS 38804	RS
7. 43102	072N0903800	4704 ENDVILLE RD	TURNER NEAL	60 CRUMP ROAD	BELDEN, MS 38826	DS
8. 43104	077F2613400	1830 W JACKSON ST	CLAYTON PATRICK M	115 PATTERSON CIR	SALTILLO, MS 38866	DS 33
9. 43105	105D1505100	3091 MOORE AVE	DANCER MCCOY	1103 FILLMORE DR	TUPELO, MS 38801	RS
10. 43106	077E2601200	2205 HOLLY HILL DR	OWEN ANDREW BRYCE	2205 HOLLY HILL DR	TUPELO, MS 38801	DS
11. 43115	101M1202400	2006 FILLMORE DR	SALYER GAYLE P	2006 FILLMORE ST	TUPELO, MS 38801	LF
12. 43117	101H0109800	1001 CLEVELAND ST	MALLORY LINDA J	1001 CLEVELAND ST	TUPELO, MS 38801	LF

Item # 3 and 15

Final Lot Mowing Report for 9/6/2022

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13 43125	089P3114400	607 S CHURCH ST	PRATT DENISE & LARRY JOE II	4886 MALONE	OLIVE BRANCH, MS 38654	SB
14 43126	089P3112100	602 S CHURCH ST	DUNCAN NATHAN C	PO BOX 1564	TUPELO, MS 38802-1564	SB
15 43128	089P3120000	494 S GREEN ST	PLUMBING SERVICES INC	P O BOX 2093	TUPELO, MS 38803	SB
16						
17						
18						
19						
20						34
21						
22						
23						
24						



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: September 6, 2022
SUBJECT: IN THE MATTER OF REVIEW/APPROVE CLEANING AND DEBRIS
REMOVAL OF 394 S. GREEN STREET AND 416 S. GREEN STREET TN

Request:

Pursuant to Miss. Code Ann. 1972, § 21-19-11, the Department of Development Services requests approval to clean and remove debris from properties located at 394 S. Green Street (Parcel # 1089P-31-192-00) and 416 S. Green Street (Parcel # 1089P-31-194-00).

BLIGHT ELIMINATION PROGRAM PROPERTY REVIEW CHECKLIST

Address: 394 AND 416 S. GREEN ST.

Parcels: 1089P-31-192-00 & 1089P-31-194-00



Date of Review: 3/31/2022

Tax Value: \$13,810 & \$14,610

Visual indicators of blight:

- Structural damage or failure - **YES**
- Exterior materials in need of replacement/repair - **YES**
- Broken windows/damaged doors - **YES**
- Yard or grounds poorly maintained - **YES**
- Accumulation of junk or inappropriate stored material - **YES**

Occupied or Vacant: 394 – VACANT | 416 - OCCUPIED

Status of Utilities: 394 – OFF | 416 - ON

Tax arrears: NO

City liens: NONE FOUND

Code enforcement history:

Prior violations 394 – 13 | 416 - 6

Is the property rental? NO | Valid CO? N/A

Ownership Status: OWNER OCCUPIED

Summary of Property: The owner is an accumulator of junk/rubbish and has refused to remediate the matter. Owner is disabled.

Committee recommendation: Clean properties by hired contractor.







HEARING NOTICE

August 16, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40287

Vs.

Patti Martin
394 S. Green St.
Tupelo, MS. 38804

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to **removal of all debris, junk, trash, old equipment, cutting of yard, and trimming fence row**. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

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

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

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **394 SOUTH GREEN ST., PARCEL #1089P-31-192-00, Tupelo, MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- 2. Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **09/06/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

WITNESS MY SIGNATURE, THIS THE 16th day of AUGUST, 2022.



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







840002

APPENDIX K



HEARING NOTICE

August 16, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 40288

Vs.

Patti Martin
416 S. Green St.
Tupelo, MS. 38804

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to **removal of all debris, junk, trash, old equipment, cutting of yard, and trimming fence row**. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

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

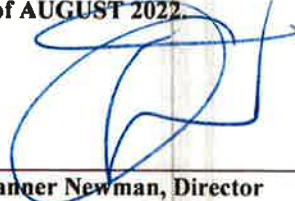
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **416 SOUTH GREEN ST., PARCEL #1089P-31-194-00, Tupelo, MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **09/06/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

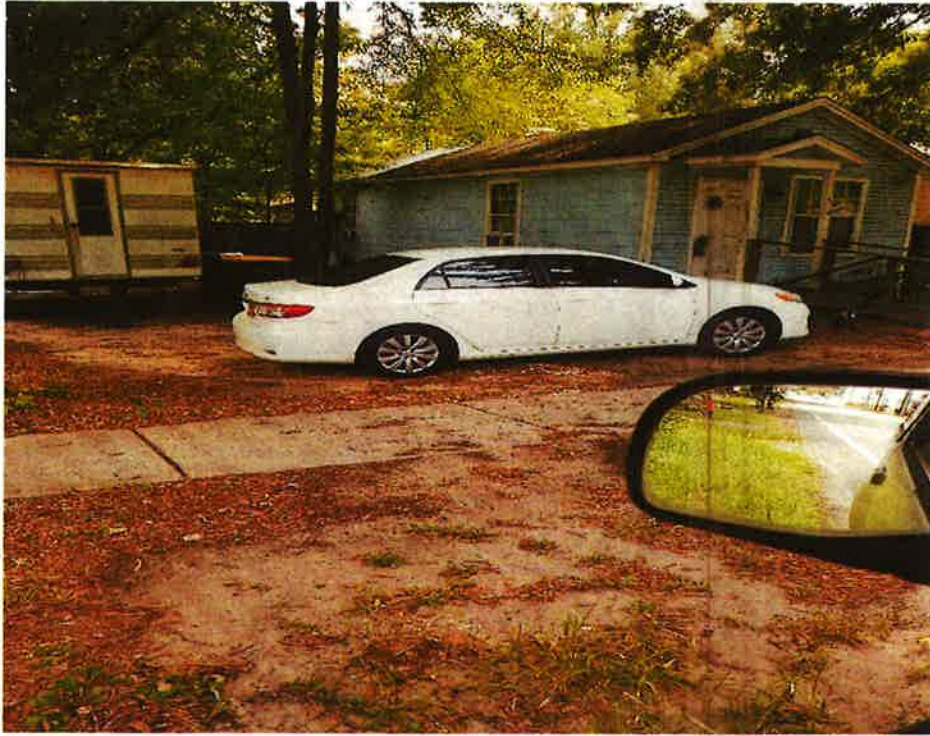
An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 16th day of AUGUST 2022.



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





840002

APPENDIX K



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE September 6, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID DEMOLITION TN

Request:

Review and approve the attached Resolution Adjudicating Cost and Assessing Lien Against Real Property under MISS. CODE ANN. 21-19-11 (1972) AS AMENDED for the following property:

3492 ROBERT KENNEDY DR. (Parcel # 105H-15-012-00)

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30537

CHARLES C & SHADE P MOORE

OWNER

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

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

Property Owner: CHARLES C & SHADE P MOORE
Address of Owner: 3404 SHONDA CIRCLE. TUPELO, MS. 38801
Parcel Number: 105H-15-012-00
Address of Violation: 3492 ROBERT KENNEDY DRIVE, TUPELO, MS. 38801

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/01/2021** following which the property referenced above was adjudicated to be a menace to the public health and safety, and demolition was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may 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 **09/06/2022**, adjudicated the actual cost of demolition to be **\$3500.00**. The City of Tupelo, by and through its council, for a total assessment against the property of **\$3500.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of September, 2022.

THE CITY OF TUPELO, MISSISSIPPI

BY: 
LYNN BRYAN, Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:
Todd Jordan, Mayor
TODD JORDAN, Mayor

Date *9-6-2022*

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI

REAL ESTATE DEVELOPMENT AGREEMENT

This Real Estate Development Agreement (“Agreement”) is entered this 6th day of September, 2022. (“Effective Date”) by and between the **City of Tupelo, Mississippi**, (“City”) by and through its governing authorities, and having an address of 71 East Troy Street, Tupelo, Mississippi 38804 and **Butler Park, LLC**. (“Developer”), a Mississippi limited liability company having a principal office address of 201 West Main Street, Tupelo, MS 38804.

1. **Governing Authority.** This Development Agreement is governed by the City of Tupelo Development Code, effective November 1, 2013, particularly but not limited to Section 12.10 Subdivision and 12.11 Site Plan Review. All provisions of the Development Code concerning the standards for major subdivision developments, and other related provisions of the Development Code, are incorporated herein by reference, and their requirements are made a part of this agreement. This development agreement concerns the development of a 57 acre, more or less, tract of property, or any portion thereof, situated in the City of Tupelo, Lee County, Mississippi and more accurately described in Exhibit “A” attached herewith.

2. **Background.** Developer has submitted a preliminary plat for approval, and same has been approved by the Department of Development Services and the City of Tupelo Planning Committee. Before commencing construction, the Developer and owner, if applicable, must enter into a development agreement with and satisfactory to the Mayor and the City Council relative to all required public and private improvements, payment of fees, required securities, certification of insurance and any conditions placed on approval of the preliminary plat.

3. **General Conditions of Approval.** The City’s approval of the preliminary plat and notice to proceed with construction is conditioned upon the following general conditions:

a. *Major subdivision certificate of occupancy permits:* Permits for completion of residential and community structures will not be issued until a certificate of compliance is issued for the site and primary building(s) if applicable, unless otherwise provided in this agreement.

b. *Major site plan continuing maintenance of private improvements:* The driveways, private streets, parking areas, traffic aisles, fire lanes, loading areas, exterior lighting, signage, internal crosswalks, curb stops, pedestrian facilities, stormwater drainage system(s), and other improvements depicted on the approved site plan, shall be considered as binding elements of the project in the same manner as the proposed buildings, landscaping, and other details. The applicant, his successors, assign, and/or subsequent owners and their agents shall be responsible for the continued maintenance of all such private improvements in accordance with the approved site plan. The parking areas shall be maintained in a clean manner with all litter and other debris removed daily. Grass shall be removed from all curbs and sidewalks areas. Potholes in the parking

lot surface, cracks in the pavement or sidewalks, and all other signs of the physical deterioration of all approved improvements shall be repaired or replaced within thirty (30) days following notification by the City.

c. *Major subdivision permits*: Permits for construction on individual lots will not be issued until a certificate of compliance is issued for the subdivision improvements as shown on construction plans and the preliminary plat, the plat has been recorded at the Chancery Clerk's office, and parcel numbers and E911 addresses have been received by the Department of Development Services, unless otherwise provided in this agreement.

d. *Major subdivision continuing maintenance of private improvements*: The applicant, his successors, assign, and/or subsequent owners and their agent shall be responsible for the continued maintenance of all private streets, common areas, stormwater management systems, and other improvements not expressly dedicated for public use and maintenance.

4. Specific Conditions of Approval: The City's approval of the preliminary plat and notice to proceed with construction is conditioned upon the following special conditions:

- A. Concerning the 4.5-acre lake and associated dam, the developer, their successor and/or assign shall perform the following, subject to approval by the City Engineer:
 - a. Trees and shrubs are growing on the upstream and downstream slope of the dam. Their roots are damaging to the structure. The dam should be cleared of all woody vegetation.
 - b. The front face of the dam has suffered minor wave wash erosion. This area should be regraded and thought given to placing erosion protection on the front face to prevent further erosion.
 - c. The dam structure has a single spillway channel that appears degraded. The spillway channel should be modified to ensure that the primary spillway structure that controls the water level in the dam be constructed of an erosion resistant material.
 - d. Consideration should be made to ensure that any construction in proposed Lot 5 be elevated to ensure any construction would be above the resulting flood in the event of dam failure.
- B. Developer posting security in the amount of One Hundred Thousand Dollars (\$100,000.00) for completing the on-site improvements in accordance with the approved construction drawings, applicable specifications and attached plat (Exhibit "B"). A copy of Developers' security, (cash, assignment of certificate of deposit or irrevocable standby letter of credit) (Exhibit "C") and is attached hereto and incorporated herein as if fully reproduced in words and figures.

- 5. Duration of Development Agreement. This agreement will become void unless developer commences construction within one year of the effective date or obtains a time extension pursuant to City’s Development Code Section 12.10.22.
- 6. Security. In order to ensure that the work will be completed in accordance with approved construction drawings and applicable specifications, all public and private improvements proposed in conjunction with any subdivision must be covered by adequate security. The specific terms of such security shall be in compliance with the requirements of the City of Tupelo Development Code, and specifically Sec. 12.10.24 *et seq.*
- 7. Release of Security. Upon completion of all required and proposed improvements specified in the agreement, City will authorize the release of ninety-percent (90%) of the security. The final ten percent (10%) will be released at the end of the required warranty period.
- 8. Warranty Period. Developer warrants any specified public improvements to be dedicated to and accepted by the City’s Certificate of Initial Acceptance for a period of one year against any deficiencies in the improvements and agrees to repair same in accordance with 12.10.26 (3) and (4).
- 9. Final Plat Acceptance: Upon the release of the security as set forth in Section 12.10.24 Development Code, the City will give final approval to the plat and accept any dedicated public improvements for city maintenance.
- 10. Amendment or assignment. This agreement shall not be amended or assigned to any other party without the prior written consent of the other parties to this agreement.
- 11. Council Approval. This Agreement has been approved by the Tupelo City Council on September 6, 2022 and spread upon the minutes reflecting of that date.
So agreed this the 6th day of September, 2022.

[Signatures on Next Page]

BUTLER PARK, LLC.

Robert Galt
Mayor
 By: *[Signature]*
 Its: Members

CITY OF TUPELO, MISSISSIPPI

Todd Jordan
 TODD JORDAN, MAYOR *[Signature]*

ATTEST:

Kim Hanna
 KIM HANNA, CITY CLERK *[Signature]*

EXHIBIT "A"

Sixty (60) acres described as follows:

100 acres on the west side of the Northeast Quarter of Section 28, Township 9, Range 5 East, Lee County, Mississippi, except 40 acres on the north side, and being the same land as intended to be described in deed of record in Book 274, Page 316, deed records of said county.

LESS AND EXCEPT: Beginning at the Southwest corner of the Northeast Quarter of Section 28, Township 9 South, Range 5 East and run North 468.5 feet; thence run East 175 feet to the center line of a ditch; thence run along the center line of said ditch in a Southwesterly direction 506 feet to the South boundary of said Northeast Quarter; thence run West 27 feet to the Point of Beginning. Containing 1.1 acre, lying and being in the Northeast Quarter of Section 28, Township 9 South, Range 5 East, Lee County, Mississippi.

ALSO, LESS AND EXCEPT: Commencing at the Northwest corner of the Northeast Quarter of Section 28, Township 9 South, Range 5 East, Lee County, Mississippi; thence South 00 degrees 29 minutes 05 seconds East 1056.00 feet to the Southwest corner of Southron Subdivision; thence North 89 degrees 13 minutes 03 seconds East along an old fence 1644.08 feet to an iron pin on an old fence; thence South 00 degrees 23 minutes 27 seconds East along said fence 674.00 feet to an iron pin, for a point of beginning; thence South 00 degrees 23 minutes 27 seconds East along said fence 295.20 feet to an iron pin; thence West 295.20 feet to an iron pin; thence North 00 degrees 23 minutes 27 seconds West 295.20 feet to an iron pin; thence East 295.20 feet to the point of beginning, and containing 2.00 acres lying and being in the Northeast Quarter of Section 28, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi.

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
REGULAR MEETING
Monday, July 25, 2022
6:00 PM Council Chambers**

CALL TO ORDER

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

REVIEW OF MINUTES

Leslie Mart made a motion to table review of the previous minutes until the committee had a chance to review them more thoroughly. Seconded by Mark Williams and passed unanimously. Hadley then opened the regular session section of the meeting.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely reported that the City Council had approved the June and July Planning Committee minutes with the exception of Tulip Creek and Flowerdale portions. Those minutes will be reviewed at a work session on 7/26/22 at 4PM in Council Chambers and will be called for vote at the August 2nd regularly scheduled council meeting.

Old Business - None

NEW BUSINESS

FLEXVAR22-03 Re-establishment of a non-conforming use at 5331 Timberlane Road, Belden

Hadley asked Savely to provide the Staff Analysis. Savely mentioned that there was an old slab that supported an old accessory structure which had been torn down, and a new 4,000 sq. ft. home being built just down from that on a 24 acre parcel fronting on Timberlane Road. The request is to re-establish the accessory structure which is larger than what is allowed, and also to allow it to be placed in the front yard on this lot. The proposed structure is 1600 sq. ft. with an 800 sq. ft. covered section attached. Savely said that with an in-house variance we could allow a structure of 1820 sq. ft. but the Planning Committee could allow a variance of the additional 580 sq. ft. to allow the total structure size. This has been built on the existing slab, so it is a continuation of an existing non-conformity. Savely mentioned that there were several structures similar in size to this in the immediate area that was annexed into the City as non-conformities. The applicant has already put in a landscape buffer at the front facing Timberlane to mitigate the impact. Photos were shown on screen of the other similar properties nearby.

Leslie Mart asked if the structure was already built. Savely said yes. Director Newman explained what happened with the former shop in place with the slab being still there and the nearby similarities, there was some confusion about what was allowed. Hadley asked the applicant to come forward to explain. Chip Turner and his wife Morgan Turner of 5331 Timberlane Road came forward. Turner stated that this is a shop for

mowers, and such. The house is actually 4,900 square feet. After some discussion a new calculation revealed that the variance required would only be 170.5 square feet, instead of the 580 sq. ft. originally requested. Mr. Turner apologized for not providing the correct information. Mr. Wilson mentioned that residential uses in A/O and LDR with larger lots, it was allowable to have screening around accessory buildings that were placed in the front yards. Scott Davis asked whether what was in place now was up to code and Newman said yes and explained that the Building Inspector had done a field inspection as a courtesy and found that it all met code. Wilson explained that there is a metal building adjacent to the Turner property with two roll up doors being used as living quarters with storage. Mart asked if there would be a bathroom in this building. Turner said no, but he would put an ice machine in the shop. Morgan Turner said this would also be a place for kids to play. Turner said that they did not intend to make this a dwelling unit. Mart asked about the driveway which is allowed to be gravel in an LDR or A/O large lot zone. Wilson mentioned that there was one call from a gentleman who had no problem with the project after hearing the details. Mart also asked about surface drainage. Savely mentioned that there was no problem with two ponds onsite. Turner spoke of his plans to dig the ponds deeper, rework the levies and create a four acre single lake. With no one there speaking for or against the application, Hadley closed the public input portion.

Hadley then called for a motion. Mark Williams make a motion to approve the additional 170.5 sq. ft. variance of accessory building overage and the variance to allow placement in the front yard, seconded by Bentley Nolan. All voted in favor and the motion passed.

MAJSUB22-02 Major Subdivision Site Plan for The Pressley on Briar Ridge Road

Hadley announced the application and asked for a report on the Staff Analysis. Savely showed the site plan onscreen for this proposed new subdivision which would contain 16 new single family lots plus two larger lots containing a total of 6 townhomes. Chickasaw Review is underway. USPS will require a cluster mailbox and turnaround which is currently being worked on. This previously cleared parcel is just west of the intersection of Briar Ridge Road and Martin Hill Road just south of East Main Street. It had previously been cleared for a proposed cemetery. This will be an HOA community. The Planning Committee will be looking at the housing density on this parcel as well as the site plan. Townhomes are not a listed use in LDR however there is an allowance of duplexes and patio homes by either compatibility or flexibility, thus the precedent is there for allowing these townhomes by variance. Savely also discussed the lot widths and variances which would need Planning Committee approval as outlined in the staff analysis for the variances being requested. The main central drive will be curb and guttered and a walking trail will surround the perimeter. 28 total residential units are included in the plan.

Mart asked for clarification on the location. Savely pulled up the location on the screen. There had been drainage concerns to the west where East Heights Baptist Church is located. Savely said the Committee is being asked to approve the Major Site Plan as well as the variances necessary in achieving the approval. Mart said that she has not had a chance to do a site visit, or to review the Staff Analysis and is hesitant to act upon it tonight. Hadley asked Keith Henley, the developer to come to the podium. He introduced his engineer Randy Hathcoat and began explaining the plan. Henley explained that the terrain drops off significantly around the perimeter of the property, thus the need for the curved design of the site. Nice front yards with similar sodded rear yards going down to a heavily wooded area in the rear. The walking trail is designed to keep privacy concerns in mind. MDOT approval has been granted for drainage along Briar Ridge. Mart asked about foundations of the homes. Henley stated that the foundations would be 18" above grade. Davis explained that they needed to excavate and then have 3 ft. of fill. Savely stated that this would be reviewed during construction. Davis stated that with recent experience, he wanted to make this clear now. Mart confirmed that she shared this concern, and wanted the developer to be aware of this.

Henley stated that this was why they were doing curb and gutter throughout. Davis asked about Townhouse designs. Savely brought this up on screen for the committee. Mart asked about the distance from the townhomes to the rear property line and if there would be a dumpster. Henley stated that the distance would be 35-40 ft., and that dumpsters would actually be individual roll out carts. Nolan asked about garages, and Henley confirmed that they are one car garages on the townhomes. Mart stated that we really need to address how trash pickup is done at this stage of development. Davis asked about lining up the development exit with Martin Hill Road intersection with Briar Ridge Road. Wilson stated that in a previous discussion with MDOT, they thought it was better not to line up the two entrances to prevent drivers from trying to dart across traffic to get in or out.

Henley returned to explaining the site. Newman asked if MDOT had any special requests for their access. Henley said that MDOT was ok with their present plan. Savely explained variances required for lot frontages on lot 10 of +12.81 ft. and on lot 11 of +3.39 ft. Mart asked about landscaping. Henley stated that the perimeter tree buffer would suffice. Mart stated that the entrance to the development would need to be a divided entrance. Wilson stated that a divided entrance was only required for multi-family developments of 40 units or more and even though there are multi-family buildings, the primary type of development is single family with less than 40 units and thus a divided entrance would not be required. Mart asked about lighting. Henley stated that nothing has been proposed at this point. Newman asked about the timeframe, Henley responded that they would like to start moving dirt this fall.

Mart asked about parking for the townhomes. Henley stated that there would be two spaces for their cars – one in the garage and one in their driveway with six extras in the parking lot, so basically three per townhome. Mart also asked about landscaping between the townhomes and the single family homes. A vegetation buffer will add to the natural flow of the property. Williams asked about square footage of the homes. Henley stated between 2,000 and 2,400 sq. ft. He will also be the builder. Newman asked if the HOA would have restrictions about rental of the units. Henley stated not right now, but he did want to ensure that this would be a nice impressive development. Newman, Henley and Nolan agreed that East Tupelo has great potential for development and need to be aware of things that can be done to protect the area for future growth long term. Davis stated that he knows this area well and is excited about what seems to be a quality development.

There were questions about the name “Presley” and if that would have problems with EP Enterprises. Henley said they didn’t expect any issues. Savely again summarized the variances required on lots 10 and 11, general approval of the site plan, a variance of the density requirements for the townhomes, details of which are all included in the written staff analysis. Mart again covered the normal things that Plan Review would require. Newman stated that the committee is actually approving the basic site plan, with some conditions added.

Seeing no one present for public input, Hadley opened the discussion for the committee. Mart asked about street requirements, which Savely and Newman stated the developer would have to meet City Standards for the streets, roadbed, width etc. Scott Davis made a motion to

1. Approve the Major Site Plan contingent on internal DDS Plan Review Approval,
2. Approve the townhouse variance to be allowed in an LDR zone, and
3. That the variance in lot widths be allowed as requested for lots 10 and 11, and
4. That density levels above 3 lots per acre be allowed for the townhomes on lot 1 and 18, and
5. That it be required that there be a garbage collection pad or an agreement with Waste Management prior to starting.

The motion was seconded by Patti Thompson, with all in favor except Mark Williams who voted to abstain. Williams said that we was not necessarily against the project but that the committee had not been afforded the proper time, not having our traditional work session, although the presentation was thorough, having to do a lot of fact discovery and that it was a negative precedent going forward.

Newman stated that this would be taken to the City Council and DDS would let Henley know next steps.

TA22-02 Text Amendments

Savely mentioned that the department was asking that the Text Amendments be taken off the table and cancelled. The 90 day notification of action will be expiring today and the administration would like to have other administrative and legal review of the proposed changes. Newman said that since so much time has passed, we really want to cross all the t's and dot the i's and should hold off on these and come back for a second review.

Mart suggested that Use by Flexibility vs. Use by Right for Billboards and Multi-Family is a big issue. These two things could be pulled out of the Use by Right until final code changes take effect. Davis mentioned that these two things need to come before the committee for input before proceeding. Mart said these were important for planning for our future. Newman stated that this is the intent of the text amendments. Some cities are issuing moratoriums. Mart said there had been big billboards put up recently totally against our sign ordinances. Wilson stated that there may be non-conforming billboards still in place, but that all recent billboards follow the code, thus we need to change the code if desired. Davis said these items need to come before the Planning Committee. Nolan asked about moratoriums. Savely said there are legal considerations and Newman said he would be interested in Committee feedback and suggested that the committee could make a recommendation to the administration to take action.

Mart made a motion to pull the Text Amendments off the Table for consideration, seconded by Scott Davis and unanimously approved. The Text Amendments are now open for discussion.

Mart then made a motion to discard all of the proposed text amendments except an amendment stating that pending legal review, in the Zones where Apartments, Multi-Family and Billboards are currently listed as a Use by Right, change those to a Use by Flexibility. In other words where Apartments, Multi-Family and Billboards are listed as a Use by Right, change it to a Use by Flexibility. Scott Davis seconded the motion. The vote was unanimous in favor of approval. Newman thanked Mart for her leadership on the issue. Savely stated that she would summarize the amendment as it would be sent to City Council and then send it out to the committee by email.

Discussion began about the upcoming meeting. The September Planning Committee meeting, if held as usual on the first Monday, would be scheduled for Labor Day which is a conflict. The Committee decided to move the meeting forward to September 12 with the Work Session to be held as usual on August 29th. The committee decided that when there is a conflict with the first Monday, as a policy, the meeting will be moved forward one week with the work session held as usual on the week before the first Monday.

With there being no further business, Patti Thompson made a motion to adjourn, seconded by Scott Davis with a unanimous vote to approve. The meeting was adjourned.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE September 6, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE MAJOR SUBDIVISION AND PRELIMINARY PLAT APPLICATION FOR “THE PRESLEY” RESIDENTIAL SUBDIVISION TN

Request:

The Planning Committee recommended approval of the attached Major Subdivision and Preliminary Plat application for “The Presley” residential subdivision at their July 25, 2022 meeting.

Attachments:

1. Major Subdivision Application
2. Preliminary Plat and Site Plan
3. Staff Analysis
4. Notification of Planning Committee’s Decision

CITY OF TUPELO
SUBDIVISION APPLICATION
 Department of Development Services
 PO Box 1485, Tupelo, MS 38802-1485
 Phone (601) 841-6510 FAX (601) 841-6550

Application Fee - \$200.00 plus \$10.00 per lot.

The proposed Subdivision is located: BROWN RIVER / Hwy 6 & EAST MAIN.

Zone Classification: LDR Acres in entire parcel: 19.19

Number of lots: 18 Average size of lots: .88 AC

Size of smallest lot and lot number: .40 ACN (80x 252 feet) Lot #: 12

List all existing structures on this property: NONE

Owner of land being subdivided: TRKH DEVELOPERS, LLC

Address: 218 N GLOSTER ST TUPELO, MS 38804

Title of Subdivision: THE PRESLEY

Name, address and phone number of designing Engineer: RANDY HATHCOCK

EST: 1324 N VETERANS BLVD (601)-840-9063

I hereby certify that all the above information is true and correct and completed in accordance with the Tupelo Development Code and that I have received, or retained, a copy of this application. I understand that if I or my representative does not attend the meeting, the application could be tabled or denied. I further understand that if I am not the property owner, written, notarized permission from the property owner, the application could be tabled or denied.

Date 8/24/2022 Signature of Applicant [Signature]

NOTES:

1. Submit application no later than four (4) weeks prior to the next meeting of the Planning Committee which is held on the first Monday of each month. The meeting is held at 6:00 PM in the Board Room located in the City Hall Council Chambers on the second floor of 71 East Troy Street.

PAYMENT SUMMARY RECEIPT

CITY OF TUPELO
P.O. BOX 1485
TUPELO MS 38802

DATE: 08/24/22 CUSTOMER#: Gladys.R
TIME: 16:56:35
CLERK: Gladys.R

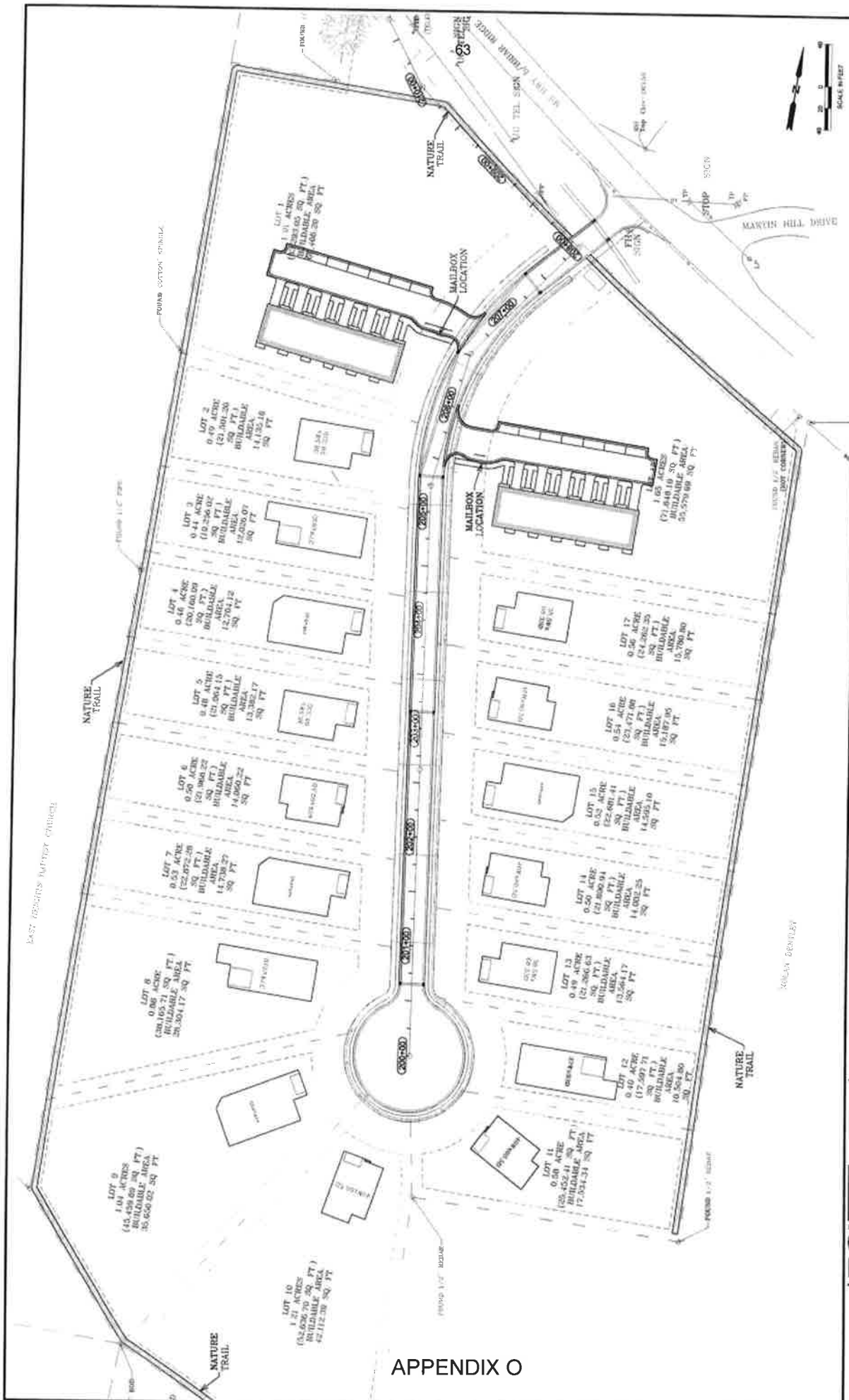
RECPT#: 198595 PREV BAL: 260.00
TP/YR: P/2022 AMT PAID: 260.00
BILL: 198595 ADJUSTMT: .00
EFF DT: 08/24/22 BAL DUE: .00
Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 260.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00
AMT TENDERED: 260.00
AMT APPLIED: 260.00
CHANGE: .00

PAID BY: KEITH HENLEY - MAJSU
PAYMENT METH: CHECK
PAYMENT REF: 1483

AMOUNT PREV BAL DUE: 260.00
AMOUNT PREV BAL DUE NOW: .00



WICORING NO 00 00 SHEET NO 00 00

THE PRESLEY SUBDIVISION

TUPELO, MS

LOT LAYOUT

ESI ENGINEERING SOLUTIONS INC.
DATE: 06/25/2024
TIME: 10:00 AM
SCALE: 1/4"=1'-0"

City of Tupelo
 Planning Committee Meeting
 July 25, 2022, 6:00 PM

Project: The Presley Subdivision

Project Proposal Summary: Keith Henley, proposes the development of a major subdivision of parcel 088N-33-148-00 into 16 lots for proposed 2400 sq ft or smaller single family residential units and 2 lots for the development of 2 story townhomes with six (6) 2000 sq ft. units per townhome. Speculative builds will be developed by the subdivision developer and sold as built units.

Planning Committee Action Required: Public Hearing to consider recommendation of approval, disapproval, or deferment of the preliminary plat per completion and approval of Preliminary Plat Standards.

Staff Recommendation:

Application Number:	MAJSUB22-02	Application Type: Major Site Plan Flexible Variance
Parcel Numbers:	088N-33-148-00	Meeting Date: July 25, 2022
Applicant:	Keith Henley	Developer
Location:	Fronting Briar Ridge Road to the South, immediately south of the intersection of East Main Street and Briar Ridge Road across from access of Martin Hill Drive onto Briar Ridge in East Tupelo	
Purpose:	Preliminary Plat Approval and Allowed Use Variance	
Present Zoning:	Low Density Residential (LDR)	
Existing Land Use:	Vacant; previously cleared for development	
Size of Property:	17.020065 Acres	
Surrounding Land Use and Zoning:	West: LDR with Commercial use; North: MUAC, vacant and MUCC Commercial use as well as vacant/undeveloped parcels; East: LDR vacant/undeveloped; South: LDR Vacant/Undeveloped and MDR residential and vacant parcels	
Future Land Use:	Low to medium density residential south of walkable/neighborhood commercial along East Main	

Applicable Regulations:	12.10.15 Subdivisions, Action by Planning Committee
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Driving Directions: From City Hall proceed East on East Main Street, crossing Veterans Boulevard and taking Briar Ridge Road South (four blocks East from the intersection of Veterans and Main). Continue past 100 Briar Ridge Road, parcel is located to the Southwest of Briar Ridge immediately to the right.

Special Information:

A home exists on the parcel with address 1330 Hankins. This area will not be included as part of the subdivision development. Home is unoccupied and slated for removal and relocation to 817 Post Street as a historic home/tourism rental (Certified as previous Elvis Presley residence)

Chickasaw Review is required and is currently in progress.

Cluster mailbox unit on east side of access road with a circle drive for ease of access. Needs USPS review. Contacting for USPS project manager review

Tree Survey and Mitigation are required

HOA covenant has been requested

Construction will take place on 1 to 2 homes at a time

STAFF ANALYSIS

Development Code Review:

Use: Single Family Residential - allowed use by right; Townhomes – not specifically allowed in LDR

Proposed lot sizes meet LDR requirements for single family residential units.

Two lots are proposed for townhome development with six units each, total of 12 townhome units. LDR Density requirements allow 3dwelling/acre maximum. A compatibility variance may be applied for toward allowance of adjustment to density requirements.

Lot	Lot Size	Proposed Number of Units/Acre
1	1.91	3.14/1
18	1.65	3.6/1

Variance is requested with consideration for LDR Allowed Uses as patio home/zero lot line use by Compatibility and duplex allowances by flexibility as to adjustment of allowed uses on the development. Allowed use will require special approval from the Planning Committee per Section 12.16.9 should the Committee make one of the following findings:

12.16.9. Findings.

- (1) In granting any variance, the Planning Committee shall make the following findings:
- (a) That special or unique circumstances or conditions or practical difficulties exist which apply to the land, buildings or uses involved which are not generally applicable to other land, buildings, structures, or uses in the same zoning districts;
 - (b) That the special conditions or circumstances or practical difficulties do not result from the actions of the property owner or applicant, their agent, employee, or contractor. Errors made by such persons in the development, construction, siting or marketing process shall not be grounds for a variance except in cases where a foundation survey submitted to the City Engineer, or designee, before a contractor proceeds beyond the foundation stage has not revealed an error which is discovered later;
 - (c) That the strict enforcement of this Code would deprive the owner or applicant of reasonable use of the property that is substantially consistent with the intent of this Code;
 - (d) That the granting of a variance will not result in advantages or special privileges to the applicant or property owner that this Code denies to other land, structures, or uses in the same district, and it is the minimum variance necessary to provide relief;
 - (e) That the variance shall not be materially detrimental to the health, safety or welfare of persons residing or working in the neighborhood. Consideration of the effects of the variance shall include but not be limited to, increases in activity, noise, or traffic resulting from any expansion of uses allowed by the variance;
 - (f) That the proposed use and the appearance of any proposed addition or alteration will be compatible with, and not negatively impact, nearby properties; and
 - (g) That the variance will not result in the expansion of a nonconforming use.

Lot Size and Setbacks: Lot with ranges from a minimum of 50.19 ft (smallest lot width at cul-de-sac) to maximum of 325.23 ft (southern Townhome parcel)

DDS in house variance allowed: 15-30% Compatibility Variance allowed – per 12.16.1
Additional variance may be allowed by Flexibility by the Planning Committee, see administrative adjustment below.

Low-Density Residential District (LDR)	
Minimum/Maximum Lot Size*	.33 acres - 1 acre
Minimum/Maximum Width*	90 feet minimum/no maximum
Minimum/Maximum Front Setback	20 - 50 feet
Minimum/Maximum Side Setback	10 feet/no maximum
Minimum/Maximum Rear Setback	10 feet/no maximum
Maximum Height**	2 stories
Minimum/Maximum Density***	1 dwelling unit/acre minimum 3 dwelling units/acre maximum
Open Space Requirement	15%

Block Length: Lots are contiguous and abut a cul-de-sac, no distinctive blocks, all lots front single access drive

Traffic Impact: 28 total residential units with primarily undeveloped surrounding parcels along Briar Ridge Road (Hwy 6) which is a striped, fully developed 2 lane road with shoulder

Ingress/Egress: Developer provided stop sign at access point on Briar Ridge Road. Martin Hill Drive, which accesses Briar Ridge to the south of the proposed access, also provides a stop sign as traffic calming entry onto Briar Ridge

Drainage: Topo and applicant report steep grade at the southern and northern end of the lot. The cleared area is what remains of a hill that has been capped. The proposed street is curb and gutter, which is also provided on Briar Ridge at the north and Lake Street to the west. Hankins St to the south is served by a ditch. 3. Southern portion of the lot has a "gully" which the subdivision development will not cross. The primary build out will take place primarily on the area that has already been cleared.

Reports that property to the west has petitioned for vegetation planting for erosion prevention to prevent impact to adjacent property. Project engineer recommends silt fencing along road construction during subdivision infrastructure development and during individual home builds throughout the subdivision per the enclosed storm water pollution prevention plan and erosion control details and plan.

Project engineer also recommends minimal land clearing and establishing vegetation on each lot as soon as possible during development.

Streets: The parcel was previously permitted for use as a cemetery by William Kinard and has an established private drive "Fans Forever", which will be amended for the proposed curb and gutter street with cul-de-sac which will be dedicated to the City of Tupelo.

Sidewalks: Sidewalks are scheduled for full street perimeter as well as a nature trail along the property line perimeter, developed with underbrush removal and natural path materials. No clear cutting for this portion. An easement for the nature trail will be maintained within the developer's ownership for maintenance under the HOA

Utilities: Construction plans currently in plan review, see notes below

Lighting Plan: No proposed lighting plan

Waste Disposal: No dumpsters will be located on the property. All units will be served by individual waste management receptacles

Open Space: Need acreage of open space, required must be accessible by 2600 ft to 95% of residential units

Allowable Variances and Administrative Adjustments:

12.16.1. Compatibility Variance.

The Director of Development Services may grant variances to certain requirements of this Code, in harmony with the general purpose of these regulations, as follows:

- (1) A variance of 15—30 percent of any regulated dimension may be allowed if the request is found to be compatible with similar structures in the immediate vicinity, as determined by a finding that the requested dimension or feature is within the range of the affected dimension on other properties within the context area, or;
- (2) A variance of 15—30 percent of any regulated dimension may be allowed where special conditions applicable to the property in question would make the strict enforcement of the regulations impractical or result in a hardship in making reasonable use of the property, or

Where other characteristics of the proposed use of property are found to support and advance the goals of the Comprehensive Plan, to a degree that exceeds the impact of the requested variance.

- (3) Compatibility variances may be considered as part of the site plan review process, but must be separately approved.

Minimum lot width in LDR is 90 ft. Compatibility Variance may allow for adjustment to 63 ft width. No lots will require additional variance by the Planning Committee:

Lot	Proposed Width (in feet)
3-7	80
2	80.2
8	94.82
9	65.8
10	50.19
11	59.61
12-17	80
13	80.71

Compatibility Variance may also allow adjustment to density requirements for the allowance of townhomes on lots 1 and 18. Allowed Use will require additional approvals with consideration for density and compatibility of housing unit type.

Summary Analysis and Recommendations:

Plan Review Notes:

- Public Works dept. suggested a Drainage study with Erosion control.
- Sewer hookup near Old Dollar General being reviewed for access. City Water Department Reviewing
- Fire hydrant at the entrance of the subdivision and at the cul-de-sac.
- Townhouses will require automatic sprinkler system.

Note:

Final Recommendation:



CITY OF TUPELO

Department of Development Services

July 27, 2022

Keith Henley
218 N. Gloster St.
Tupelo, MS 38804

Re: *The Presley, Major Subdivision Application – Parcel 088N-33-148-00*

Mr. Henley:

The City of Tupelo Planning Committee, upon reviewing application MAJSUB22-02 application for Major Subdivision, recommended APPROVAL of the Major Subdivision at their special session meeting serving as the August 2022 regular meeting on July 25, 2022. This recommendation for approval of MAJSUB22-02 includes the following variances:

1. Flexibility Variance for the allowed use of “townhomes” per 12.16.9(c) which finds “that the strict enforcement of this Code would deprive the owner or applicant of reasonable use of the property that is substantially consistent with the intent of this Code”
 - a. “Townhome” is defined for this variance as a structure with 3-8 units with a shared wall but being individually owned and without jointly owned property beyond shared use of the adjoining parking lot. This variance is allowed per the allowed use of patio homes and zero lot line homes, with similar density and floor area ratio allowances, by compatibility and duplexes, with similarly shared walls, by flexibility.
2. Compatibility Variance and Flexibility Variance in dimension for the required 90 ft minimum lot width per Section 12.16.1 and 12.16.2, per finding that the development is infill and no similar structures exist within the immediate vicinity, and a finding of fact per Section 12.16.9 for consideration of the parcel’s limited buildable area relative to the steep grade along the perimeter where additional disturbance may negatively impact adjacent property impact from drainage and erosion.
 - a. Compatibility Variance allows the minimum lot dimension for width to be reduced to 63 ft. The following lots require the have received variance accordingly: Compatibility (C) and/or Flexibility (F)

Lot	Proposed Width (in feet)	Variance Approved
3-7	80	80 ft (C)
2	80.2	80.2 ft (C)
9	65.8	65.8 ft (C)
10	50.19	63 (C) w/ additional 12.81 ft (F) = 50.19
11	59.61	63 (C) w/ additional 3.39 ft (F) = 59.61
12-17	80	80 ft (C)
13	80.71	80.71 ft (C)

(continued on page 2

- MAYOR
Todd Jordan
- CITY COUNCIL
Chad Mims
Ward One
Lynn Bryan
Ward Two
Travis Beard
Ward Three
Nettie Davis
Ward Four
Buddy Palmer
Ward Five
Janet Gaston
Ward Six
Rosie Jones
Ward Seven



CITY OF TUPELO

Department of Development Services

MAYOR
Todd Jordan

CITY COUNCIL
Chad Mims
Ward One

Lynn Bryan
Ward Two

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Ward Three

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Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

- Compatibility Variance of the required LDR density of 3 dwellings/acre maximum, per Section 12.16.1 toward an increase in dimension relative to density with the finding that similarly existing property within the immediate vicinity includes infill and duplex development at 1299, 1307, and 1323 Hankins where density is comparable at 3.7 dwellings/acre. The following lots have been provided with the indicated allowed variance in density:

Lot	Lot Size (in acres)	Proposed Number of Units/Acre
1	1.91	3.14/1
18	1.65	3.6/1

These approvals are contingent upon the following items:

- Approval of all required plat items per the City of Tupelo Development Code by the Department of Development Services and Plan Review which includes, but is not limited to the following:
 - Drainage and erosion control approval
 - Required utility placement and construction approval
 - Fire repression and prevention approval, including fire hydrant placement at the entrance and cul-de-sac and automatic sprinkler system included in townhome structures

An amended site plan is required to be submitted to the Department of Development Services for final review within 90 days of the date of Planning Committee's decision. The deadline to submit an amended site plan for further consideration by the Planning Committee is October 17, 2022.

Please know that this recommendation for approval will be reviewed for final approval by the City of Tupelo City Council at a regularly scheduled meeting after all requirements of the Department of Development Services have been reviewed and approved.

Thank you again for your application and interest in development within the City of Tupelo. Please feel free to contact me by phone (662-208-5063) or email (jenny.savely@tupeloms.gov) should you have any questions.

Sincerely,

Jenny Savely
City Planner

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI

REAL ESTATE DEVELOPMENT AGREEMENT

This Real Estate Development Agreement (“Agreement”) is entered this 9th day of September, 2022. (“Effective Date”) by and between the **City of Tupelo, Mississippi**, (“City”) by and through its governing authorities, and having a principal address of 71 East Troy Street, Tupelo, Mississippi 38804 and **RKH Developer, LLC**. (“Developer”) a Mississippi limited liability company and having a principal address of 218 North Gloster Street, Tupelo Mississippi 38804.

1. **Governing Authority.** This Development Agreement is governed by the City of Tupelo Development Code, effective November 1, 2013, particularly but not limited to Section 12.10 Subdivision and 12.11 Site Plan Review. All provisions of the Development Code concerning the standards for major subdivision developments, and other related provisions of the Development Code, are incorporated herein by reference, and their requirements are made a part of this agreement. This development agreement concerns the development of the tract of property, or a portion thereof, conveyed to **RKH Developer, LLC** by instrument number 2021012122 lying and being in the Southwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi.
2. **Background.** Developer has submitted a preliminary plat for approval, and same has been approved by the Department of Development Services and the City of Tupelo Planning Committee. Before commencing construction, the developer and owner, if applicable, must enter into a development agreement with and satisfactory to the Mayor and the City Council relative to all required public and private improvements, payment of fees, required securities, certification of insurance and any conditions placed on approval of the preliminary plat.
3. **General Conditions of Approval.** The City’s approval of the preliminary plat and notice to proceed with construction is conditioned upon the following general conditions:
 - a. *Major subdivision certificate of occupancy permits:* Permits for completion of residential and community structures will not be issued until a certificate of compliance is issued for the site and primary building(s) if applicable, unless otherwise provided in this agreement.
 - b. *Major site plan continuing maintenance of private improvements:* The driveways, private streets, parking areas, traffic aisles, fire lanes, loading areas, exterior lighting, signage, internal crosswalks, curb stops, pedestrian facilities, and such other improvements depicted on the approved site plan, shall be considered as binding elements of the project in the same manner as the proposed buildings, landscaping, and other details. The applicant, his successors, assign, and/or subsequent owners and their

agents shall be responsible for the continued maintenance of all such private improvements in accordance with the approved site plan.

c. Major subdivision permits: Permits for construction on individual lots will not be issued until security as defined in 4(a) below is provided or a certificate of compliance is issued for the subdivision improvements as shown on construction plans and the preliminary plat, the plat has been recorded at the Chancery Clerk's office, and parcel numbers and E911 addresses have been received by the Department of Development Services, unless otherwise provided in this agreement.

d. Major subdivision continuing maintenance of private improvements: The applicant, his successors, assign, and/or subsequent owners and their agent shall be responsible for the continued maintenance of all private streets, common areas, stormwater management facilities, and other improvements not expressly dedicated for public use and maintenance.

4. **Specific Conditions of Approval:** The City's approval of the preliminary plat and notice to proceed with construction is conditioned upon the following special conditions:

- A. Developer posting security in the amount of One Hundred Thousand Dollars (\$100,000.00) for completing the on-site improvements in accordance with the approved construction drawings, applicable specifications and attached plat (Exhibit "A"). A copy of Developers' security, (cash, assignment of certificate of deposit or irrevocable standby letter of credit) (Exhibit "B") and is attached hereto and incorporated herein as if fully reproduced in words and figures.
- B. Developer will obtain approval and documentation of a Mississippi Department of Transportation (MDOT) permit for access onto Mississippi Highway No. 6, including the installation of any traffic control devices at applicant's expense.
- C. Developer shall construct a garbage collection pad to serve the townhouse portion of the development. In lieu of this requirement, Developer may provide the Department of Development Services with documentation showing a collection agreement with Waste Management of Mississippi for each townhouse unit.

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

6. **Release of Security.** Upon completion of all required and proposed improvements specified in the agreement, City will authorize the release of ninety-percent (90%) of the security. The final ten percent (10%) will be released at the end of the required warranty period.

7. **Warranty Period.** Developer warrants any specified public improvements to be dedicated to and accepted by the City's Certificate of Initial Acceptance for a period of one year against

any deficiencies in the improvements and agrees to repair same in accordance with 12.10.26 (3) and (4).

8. Final Plat Acceptance: Upon the release of the security as set forth in Section 12.10.24 Development Code, the City will give final approval to the plat and accept any dedicated public improvements for city maintenance.

9. Amendment or assignment. This agreement shall not be amended or assigned to any other party without the prior written consent of the other parties to this agreement.

10. Council Approval. This Agreement was approved by the Tupelo City Council on September 6, 2022 and spread upon the minutes reflecting of that date.

So agreed this the 6th day of September, 2022.

RKH DEVELOPER, LLC.

BY: [Signature]

Its: [Signature]

CITY OF TUPELO, MISSISSIPPI

[Signature]
TODD JORDAN, MAYOR

Attests

[Signature]
Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: August 30, 2022
SUBJECT: IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT **JQ**

Request:

Please accept this letter of request to surplus John Moses's duty weapon (Glock Model 45, 9mm) serial number BKLR988 for \$1.00, which will be turned over to him for his retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.

As a customary procedure and a well-established precedent, upon retiring from the Tupelo Police Department, I will be purchasing my issued service pistol from the City of Tupelo for one (1) dollar in U.S. currency.

Ownership of Glock pistol, model 45, serial number BKLR988, will transfer from the City of Tupelo to John R. Moses on this date.

Lt. John Moses
John R. Moses *18 August 2022*



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director – Public Works

DATE August 31, 2022

SUBJECT: IN THE MATTER OF BID APPROVAL – MATERIALS AND DELIVERY –
12 MOS SUPPLY – 2022-029PW - CW

Request:

Request to approve 12 Month Supply – Materials and Delivery – Bid 2022-029PW

Four Vendors responded. We recommend the following as lowest and best bid –

300 lbs Rip Rap	Nunley Trucking	\$31.50/ton
100 lbs Rip Rap	Nunley Trucking	\$31.50/ton
Surge 8 inch	Cross Way Trucking	\$28.75/ton w/o fuel surcharge
Gabion 6 inch	Nunley Trucking	\$31.50/ton
#1 Stone 3 inch Rock	May Farms LLC	\$27.50/ton
Crusher Run	May Farms LLC	\$25.00/ton
Manufactured Sand	Cross Way Trucking	\$26.25/ton w/o fuel surcharge
Clay Gravel	May Farms LLC	\$15.00/ton
Fill Sand	May Farms LLC	\$8.00/ton
Red Dirt	May Farms LLC	\$8.00/ton

**All bid prices quoted are as is and no fuel surcharge is to be added to be considered the primary vendor.

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

300 lbs Rip Rap	Cross Way Trucking	\$31.75/ton
100 lbs Rip Rap	Cross Way Trucking	\$31.75/ton
Surge 8 inch	Nunley Trucking	\$30.50/ton
Gabion 6 inch	Century Construction	\$32.60/ton

#1 Stone 3 inch Rock	Cross Way Trucking	\$28.25/ton
Crusher Run	Cross Way Trucking	\$26.25/ton
Manufactured Sand	Nunley Trucking	\$26.50/ton
Clay Gravel	Cross Way Trucking	\$17.50/ton
Fill Sand	No Alternate Bidder	
Red Dirt	No Alternate Bidder	

**All bid prices quoted are as is and no fuel surcharge is to be added in order to be considered an alternate vendor.

ADVERTISEMENT FOR BIDS

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

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

BID # 2022-029PW

until 10:00 o'clock A.M. local time on Tuesday, August 23, 2022.

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

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

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

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

CITY OF TUPELO, MISSISSIPPI

**Jennifer Shempert
Purchasing Clerk**

**Publishing Dates: 08-02-2022
08-09-2022**

Nunley

BID FORM

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

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

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

Item Description	Qty	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS	\$ 31.50/Ton	= \$ 157,500.00
Item 2: 100 LBS RIP RAP	5000	TONS	\$ 31.50/Ton	= \$ 157,500.00
Item 3: SURGE 8 inch	2500	TONS	\$ 30.50/Ton	= \$ 76,250.00
Item 4: GABION 6 inch	2500	TONS	\$ 31.50/Ton	= \$ 78,750.00
Item 5: #1 STONE 3 inch ROCK	2500	TONS	\$ 29.50/Ton	= \$ 73,750.00
Item 6: CRUSHER RUN	15000	TONS	\$ 26.50/Ton	= \$ 397,500.00
Item 7: MANUFACTURED SAN	1500	TONS	\$ 26.50/Ton	= \$ 39,750.00
Item 8: CLAY GRAVEL	5000	TONS	\$ 19.50/Ton	= \$ 97,500.00
Item 9: FILL SAND	2500	TONS	No Bid	—
Item 10: RED DIRT	2500	YARDS	No Bid	—

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

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

NUMBER: Bid # 2022-029 PW DATE: 8/29/22
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

Frank Young
 8/29/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BXS Insurance 525 E. Capitol Street, 2nd Floor Jackson MS 39201	CONTACT NAME: Helen Andrews PHONE (A/C, No., Ext): 601-366-3436 FAX (A/C, No.): 877-288-0152 E-MAIL ADDRESS: helen.andrews@bxsi.com														
INSURED Nunley Trucking Co, Inc. 212 CR 197 Iuka MS 38852	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Bridgefield Casualty Insurance</td> <td>10335</td> </tr> <tr> <td>INSURER B: Canal Insurance Company</td> <td>10464</td> </tr> <tr> <td>INSURER C: Berkley Specialty Insurance Company</td> <td>31295</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Bridgefield Casualty Insurance	10335	INSURER B: Canal Insurance Company	10464	INSURER C: Berkley Specialty Insurance Company	31295	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Bridgefield Casualty Insurance	10335														
INSURER B: Canal Insurance Company	10464														
INSURER C: Berkley Specialty Insurance Company	31295														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 2139420878 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADD. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CGL0183111	4/22/2022	4/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED. RETENTION \$		1-779212001-4	4/22/2022	4/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 SOCIAL P INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	196-20555	4/18/2022	4/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER CANCELLATION

City of Tupelo City Hall - 1st Floor 71 East Troy St. Tupelo MS 38804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CrossWay
Trucking

BID FORM

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

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

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

Item Description	Qty	Unit	Unit Price	Estimated
Item 1: 300 LBS RIP RAP	5000	TONS	31.75	158,750
Item 2: 100 LBS RIP RAP	5000	TONS	31.75	158,750
Item 3: SURGE 8 inch	2500	TONS	28.75	71,875
Item 4: GABION 6 inch	2500	TONS	N/A	—
Item 5: #1 STONE 3 inch ROCK	2500	TONS	28.25	103,125
Item 6: CRUSHER RUN	15000	TONS	26.25	393,750
Item 7: MANUFACTURED SAN	1500	TONS	26.25	39,375
Item 8: CLAY GRAVEL	5000	TONS	17.50	87,500
Item 9: FILL SAND	2500	TONS	N/A	—
Item 10: RED DIRT	2500	YARDS	N/A	—

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: #1 DATE: 8/23/22
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

** Fuel Surcharge is on other Bid form.
Explained*

* Fuel Surcharge not to be added
APPENDIX R

Cross Way Trucking LLC

607 W Chambers Dr.
Suite # 1 Booneville, Ms 3889

Office Manager
Cici Geno (662)720-9970

Orders and Dispatch
Josh Smart (662)882-9467

Limestone, Gravel, Sand, Dirt
Bid for the City of Tupelo 2022-2023 (12 Month Supply)

Prices include Hauling and Material and are by the TON

Crush and Run	\$26.25
#1,4,6,56,57,67	\$28.25
# 7	\$30.25
Manufactured Sand (#9)	\$26.25
#89	\$30.25
Surge	\$28.75
100,200, 300lb Rip Rap	\$31.75
Clay Gravel	\$17.50

With the extreme fluxuation of Fuel Prices

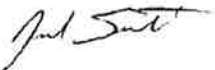
*Fuel Surcharge IF the Mississippi State average (not nation wide) reaches \$5 per gallon there will be an additional \$1 per ton added to each price per ton. This is with no CAP

\$5 MS average = \$1 Fuel Surcharge

\$6 MS average = \$2 Fuel Surcharge

and so on.

Co Owner Josh Smart



BIDDER INFORMATION

Company Name: CROSS WAY TRUCKING LLC.

Company Representative: Josh Smart

Title: Owner

Business Address:

Street: 607 W Chambers DR Suite #1

City: Booneville State: MS Zip: 38829

Phone: 662-882-9467 Email: joshua.smart@crosswaytrucking.com

Signature of Bidder:  _____

Date: 8/24/22

Tim May
May Farms

BID FORM

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

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

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

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS		
Item 2: 100 LBS RIP RAP	5000	TONS		
Item 3: SURGE 8 inch	2500	TONS		
Item 4: GABION 6 inch	2500	TONS		
Item 5: #1 STONE 3 inch ROCK	2500	TONS	\$27.50	68,750.00
Item 6: CRUSHER RUN	15000	TONS	\$25.00	375,000.00
Item 7: MANUFACTURED SAN	1500	TONS	\$29.00	43,500.00
Item 8: CLAY GRAVEL	5000	TONS	\$15.00	75,000.00
Item 9: FILL SAND	2500	TONS	\$8.00	20,000.00
Item 10: RED DIRT	2500	YARDS	\$8.00	20,000.00
			\$22.50	

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

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

BIDDER INFORMATION

Company Name: May Farms LLC

Company Representative: Cassie Owen

Title: Office Manager

Business Address:

Street: 544 Birmingham Ridge Rd

City: Saltville State: MS Zip: 38866

Phone: 662-869-2151 Email: office92056@aol.com

Signature of Bidder: 

Date: 8/26/22

Century

BID FORM

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

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

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

Item Description	Qty.	Unit	Unit Price	Extension
Item 1: 300 LBS RIP RAP	5000	TONS	\$ 32.60	
Item 2: 100 LBS RIP RAP	5000	TONS	\$ 32.60	
Item 3: SURGE 8 inch	2500	TONS	\$ 31.45	
Item 4: GABION 6 inch	2500	TONS	\$ 32.60	
Item 5: #1 STONE 3 inch ROCK	2500	TONS	\$ 31.45	
Item 6: CRUSHER RUN	15000	TONS	\$ 29.70	
Item 7: MANUFACTURED SAN	1500	TONS	\$ 31.15	
Item 8: CLAY GRAVEL	5000	TONS	no bid	
Item 9: FILL SAND	2500	TONS	no bid	
Item 10: RED DIRT	2500	YARDS	no bid	

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

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

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

BIDDER INFORMATIONCompany Name: CenturyCompany Representative: Adam FowlerTitle: Sales Manager**Business Address:**Street: 705 Robert E. Lee Dr.City: Tupelo State: MS Zip: 38801Phone: (662) 844-3331 ext. 255 Email: afowler@centurysg.comSignature of Bidder: Adam FowlerDate: 8/29/2022

[Faint, illegible text, possibly bleed-through from the reverse side of the page]

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900	CONTACT NAME: Marty Hall
	PHONE (A/C, No, Ext): 601 948 2900 FAX (A/C, No): 601 355 3227 E-MAIL ADDRESS: mtHall@rossandyerger.com
INSURED Century Construction Group, Inc. Century Construction & Realty, Inc. P.O. Box 1366 Tupelo, MS 38802	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : National Union Fire Insurance Company 19445
	INSURER B : Travelers Property & Casualty Co. of Am. 25674
	INSURER C : New Hampshire Ins. Co. 23841
	INSURER D : Transguard Insurance Company of America 28886
	INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GL5268332	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CA4489814	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP9R4930692	04/01/2022	04/01/2023	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below	X	*	WC022298243	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
D	Inland Marine			IMP100072500	04/01/2022	04/01/2023	See Additional Remarks

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 * General Liability and Automobile Liability policies include blanket additional insured on a primary and non-contributory basis as required by written contract. General Liability, Automobile Liability and Workers' Compensation policies include blanket waiver of subrogation as required by written contract. Umbrella is follow form. To the extent required by written contract, applicable policies provide 30 days notice of cancellation to the certificate holder.
 (See Attached Descriptions)

CERTIFICATE HOLDER For Information Purposes Only P.O. Box 1366 Tupelo, MS 38802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dudley A. Woodley</i>
---	--

DESCRIPTIONS (Continued from Page 1)

Inland Marine Policy # IMP100072500
Effective: 04-01-2022
Expiration: 04-01-2023
Transguard Insurance Company of America

Bullders' Risk Coverage \$15,000,000
Deductible \$ 2,500

Equipment Rented, Leased or Borrowed From Others: \$800,000 Any One Item
Deductible: \$ 2,500

Motor Truck Cargo Legal Liability: \$500,000 Any Land Vehicle or Container
Deductible: \$ 2,500

Trailer Interchange: \$40,000 Any One Trailer Limit
Deductible \$ 2,500



August 29, 2022

City of Tupelo
 71 East Troy St.
 Tupelo, MS 38804
RE: Aggregate Bid (Limestone)

To Whom It May Concern,

Century Construction, established in 1997, is located in Tupelo, MS. Our company has grown exponentially in different areas of construction, but at this time, we would like to take the opportunity to introduce our trucking division. Century's Trucking division has established a strong sense of community and customer base by providing flexible and dependable service.

We have a very versatile fleet of trucks and trailers allowing us to haul many different types of aggregate materials, I'm sure you've seen some of them blocking intersections at events downtown. We are growing daily, adding new trucks and trailers plus updating our current fleet to be the most efficient in our area.

Here are examples of our current fleet:

1. **Thirty-Five Lightweight Trucks**
 - a. 30 of these being 2018 or newer
 - b. Currently have 10 more light weight Mack trucks ordered
2. **Fifteen Rip-Rap Trailers**
 - a. Eight of which are Class 5 rip-rap trailers that can haul an average of 25.5 tons
 - b. Currently have 2 more ordered
3. **Twenty-two Travis Trailers**
 - a. Lightweight aluminum trailers that can haul an average of 28 tons
 - b. Currently have 5 more Travis trailers ordered

We also have a good, core group of drivers and staff that have played a huge part in our success.

I've enclosed a copy of our certificate of liability, as you can see, we exceed your requirements.

We would appreciate your sincere consideration.

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

Tupelo

705 Robert E. Lee Drive
 P.O. Box 1368
 Tupelo, MS 38802

205 East Troy Street
 Suite 301
 Tupelo, MS 38802

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

Ridgeland

400 West Parkway Place,
 Suite 200
 Ridgeland, MS 39157

Phone: 769-300-2268
 Fax: 769-300-2267



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director – Public Works

DATE September 01, 2022

SUBJECT: IN THE MATTER OF BID APPROVAL FOR THE CLARK PLACE DRAINAGE – ARCH PIPE REPLACEMENT REBID PROJECT - BID NO. 2022-030PW - CW

Request:

Request for Bid Approval for the Clark Place Drainage – Arch Pipe Replacement Rebid Bid No. 2022-030PW Project

Five bidders responded.

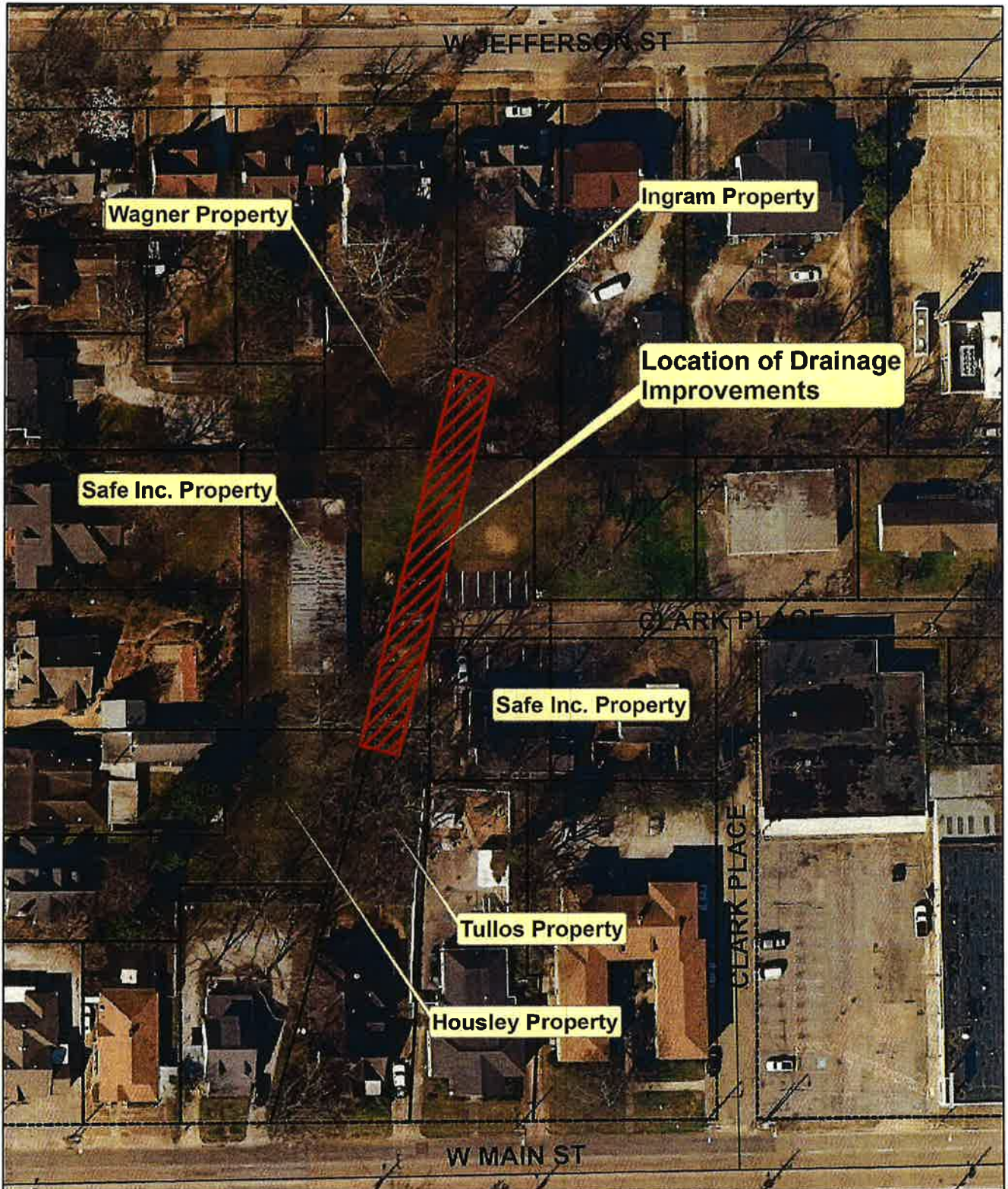
We propose the project be awarded to the lowest bidder –

Cook & Son, LLC \$292,888.05

The other bid tabulations are as follows –

Paul Smithey Construction Co., Inc.	\$300,796.40
TM Productions, LLC	\$305,700.00
ENSCOR, LLC	\$316,880.00
Colom Construction Co., Inc.	\$559,110.00

Request city council to approve and award bid to the lowest and best bidder, Cook & Son, LLC, in the amount of \$292,888.05 and to authorize after legal review the mayor and city clerk to execute the contract documents subject to subsequent ratification.



Clark Place Drainage Improvements



**TABULATION OF BIDS
CLARK PLACE DRAINAGE - ARCH PIPE REPLACEMENT REBID
CITY OF TUPELO
CCE#3-08658, BID NO. 2022-030PW**



Item No.	Item	Quantity	Unit	#22593 Cook & Son, LLC 60146 Seminole Road Smithville, MS 38870		#4370 Paul Smithy Const. Co., Inc. P.O. Box 357 Balden, MS 38826		#23643 TM Productions, LLC 423 Blair Road Starkville, MS 39759		#12345 ENSCOR, LLC 5566 Commander Drive Arlington, TN 38002		#5993 Colorm Construction Co., Inc. P.O. Box 414 Ripley, MS 38863	
				Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
BASE BID													
1	Mobilization	1	LS	\$ 58,727.05	\$58,727.05	8,025.00	\$ 8,025.00	100,000.00	\$ 100,000.00	10,000.00	\$ 10,000.00	29,000.00	\$ 29,000.00
2	Clearing and Grubbing	1	LS	\$ 5,000.00	\$5,000.00	2,461.00	\$ 2,461.00	5,000.00	\$ 5,000.00	15,000.00	\$ 15,000.00	80,000.00	\$ 80,000.00
3	Removal of Existing 73" x 45" Arch Metal Pipe	1	LS	\$ 20,000.00	\$20,000.00	10,700.00	\$ 10,700.00	10,000.00	\$ 10,000.00	5,000.00	\$ 5,000.00	45,000.00	\$ 45,000.00
4	Removal of Concrete Driveway	40	SY	\$ 25.00	\$1,000.00	64.20	\$ 2,568.00	15.00	\$ 360.00	30.00	\$ 750.00	30.00	\$ 750.00
5	Removal of Existing Inlets & Junction Boxes	5	Ea	\$ 1,500.00	\$7,500.00	2,140.00	\$ 3,210.00	800.00	\$ 1,200.00	500.00	\$ 750.00	8,000.00	\$ 12,000.00
6	Crushed Stone (Crusher Run) (FM)	8	CY	\$ 100.00	\$800.00	69.55	\$ 6,955.00	87.50	\$ 8,675.00	85.00	\$ 8,425.00	95.00	\$ 9,500.00
7	Concrete Driveway	40	SY	\$ 85.00	\$3,400.00	64.20	\$ 5,428.80	85.00	\$ 7,225.00	100.00	\$ 8,500.00	90.00	\$ 7,650.00
8	73" x 45" Arched Reinforced Concrete Pipe	432	LF	\$ 303.00	\$130,896.00	510.00	\$ 155,010.00	300.00	\$ 90,000.00	550.00	\$ 165,000.00	675.00	\$ 204,750.00
9	Minor Structure Concrete	17	CY	\$ 3,445.00	\$58,565.00	2,247.00	\$ 7,739.80	2,500.00	\$ 8,612.50	2,000.00	\$ 6,900.00	3,000.00	\$ 10,350.00
10	6" Silk Fence	800	LF	\$ 5.00	\$4,000.00	3.20	\$ 16.00	6.00	\$ 30.00	6.00	\$ 30.00	10.50	\$ 52.50
11	Seeding	1	LS	\$ 2,500.00	\$2,500.00	1,819.00	\$ 4,547.50	4,500.00	\$ 11,250.00	1,500.00	\$ 3,750.00	7,500.00	\$ 18,750.00
				\$ 292,888.05	\$ 292,888.05	\$ 300,796.40	\$ 300,796.40	\$ 305,700.00	\$ 305,700.00	\$ 316,880.00	\$ 316,880.00	\$ 559,170.00	\$ 559,170.00

COOK COGGIN ENGINEERS, INC.



CCE 3-8658

September 1, 2022

Chuck Williams, Director
Public Works
City of Tupelo
604 Crossover Road
Tupelo, MS 38801

**CLARK PLACE DRAINAGE – ARCH PIPE REPLACEMENT REBID
BID NO. 2022-030 PW, FOR CITY OF TUPELO**

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

Please note that the low Total Base Bid of \$292,888.05 was submitted by *Cook and Son, LLC of Smithville, MS.*

Cook and Son, LLC is an experienced contractor in reputable standing and has the resources essential to perform the work. Cook and Son was the contractor on the recently completed Fairpark Redevelopment Phase 4 project for the City.

Results indicate an award to *Cook and Son, LLC* in the amount of \$292,888.05.

Please advise if you have any concerns.

A handwritten signature in blue ink, appearing to read 'John Mark Weeden'.

John Mark Weeden, P.E.
Principal
mweeden@cookcoggin.com

Copy to: Cook and Son, LLC, 60146 Seminole Road Smithville, MS 38870

Enclosed: Bid Tabulations, Original Bids

APPENDIX S

BID OPENING
CLARK PLACE DRAINAGE- ARCH PIPE
REPLACEMENT, BID NO. 2022-030PW- REBID
CITY OF TUPELO
CITY HALL
71 EAST TROY STREET
TUPELO, MS 38804
SEPTEMBER 1, 2022 @ 10: 00 AM

Bluff City Construction, LLC

P.O. Box 11172
Memphis, TN 38111
P: 901-558-6216
F:

Total Base Bid \$ _____

06026-MC Buddy Ayers Construction, Inc.

202 Ayers Road
Corinth, MS 38834
P: 662-287-2296
F: 662-287-9245
Highway, Street, and Bridge Construction

Total Base Bid \$ _____

✓ 5993-MC Colom Construction Co., Inc.

P.O. Box 414
Ripley, MS 38663
P: 662-837-3474
F:662-837-3494
Heavy construction; Highway, Street and
Bridge Construction; Pipeline Construction;
Water and Sewer

Total Base Bid \$ 559,260⁰⁰

✓ 22593-MC Cook & Son, LLC

60146 Seminole Road
Smithville, MS 38870
P: 662-640-5059
Highway, Street, and Bridge Construction

Total Base Bid \$ 292,888⁰⁵

✓ 12345-MC Encor, LLC

5566 Commander Drive
Arlington, TN 38002
P:901-867-2297
F:901-867-9410
Excavation, Grading and Drainage;
Underground Utilities

Total Base Bid \$ 316,880⁰⁰

**BID OPENING
CLARK PLACE DRAINAGE- ARCH PIPE
REPLACEMENT, BID NO. 2022-030PW- REBID
CITY OF TUPELO
CITY HALL
71 EAST TROY STREET
TUPELO, MS 38804
SEPTEMBER 1, 2022 @ 10: 00 AM**

10589-MC Eubank Construction Co., Inc.

2011 2nd Street North
Booneville, MS 38829
P:662-728-2046
F: 662-728-5182
Highway, Street, and Bridge Construction
Municipal and Public Works construction

Total Base Bid \$ _____

4370-MC Paul Smithey Const. Co., Inc.

P.O. Box 357
Belden, MS 38826
P: 662-844-0794
F: 662-844-0601
Clearing, Grubbing, Snagging;
Municipal and Public Works Construction

Total Base Bid \$ 300,796⁰⁰

23643-SC TM PRODUCTIONS, LLC

423 Blair Road
Starkville, MS 39759
P: 601-624-0239
F: 601-624-0239
Asphalt Paving; Clearing, Grubbing,
Snagging; Culverts and Drainage
Structures; Demolition; Erosion Control;
Fencing; Herbicide Application

Total Base Bid \$ 305,700⁰⁰

CCE#3-08658



CLARK PLACE DRAINAGE- ARCH PIPE REPLACEMENT,
 BID NO. 2022-030PW- RE-BID
 CITY OF TUPELO
 CITY HALL
 71 EAST TROY STREET
 TUPELO, MS 38804
 SEPTEMBER 1, 2022 @ 10:00 AM

BID OPENING CONFERENCE – LIST OF ATTENDEES

<u>Participant</u>	<u>Representing</u>
<i>Alack Weeder</i>	<i>LLC</i>
<i>Kenneth Cook</i>	<i>Cook & Son LLC.</i>
<i>Josh Grubbs</i>	<i>Tupelo PW</i>
<i>Ben Logan</i>	<i>COT</i>
<i>Chuck Williams</i>	<i>PW</i>
<i>Charlie McGee</i>	<i>ENSCOR, LLC</i>
<i>Stephen R. Baud</i>	<i>COT</i>
<i>Jimmy Sheppard</i>	<i>COT</i>

BID FORM

Proposal of Cook and Son LLC

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

MS, doing business as LLC

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

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **CLARK PLACE DRAINAGE IMPROVEMENTS REBID**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 45 working days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

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

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

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

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CLARK PLACE DRAINAGE IMPROVEMENTS					
BASE BID					
1	Mobilization	1	LS	\$ 58,727.05	\$ 58,727.05
2	Clearing and Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00
3	Removal of Existing 73" x 45" Arch Metal Pipe	1	LS	\$ 20,000.00	\$ 20,000.00
4	Removal of Concrete Driveway	40	SY	\$ 25.00	\$ 1,000.00
5	Removal of Existing Inlets & Junction Boxes	5	Ea	\$ 1,500.00	\$ 7,500.00
6	Crushed Stone (Crusher Run) (FM)	8	CY	\$ 100.00	\$ 800.00
7	Concrete Driveway	40	SY	\$ 85.00	\$ 3,400.00
8	73" x 45" Arched Reinforced Concrete Pipe	432	LF	\$ 303.00	\$ 130,896.00
9	Minor Structure Concrete	17	CY	\$ 3,445.00	\$ 58,565.00
10	Silt Fence	900	LF	\$ 5.00	\$ 4,500.00
11	Seeding	1	LS	\$ 2,500.00	\$ 2,500.00
TOTAL BASE BID PRICE					\$ 292,888.05

PROPOSED SUBCONTRACTORS

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

Subcontractor	Address	Work to be Subcontracted	Amount
N/A			

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

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

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

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

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

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Bid Form

2022.04.05

Page 3 of 4

The bid security attached in the sum of two hundred ninety two thousand eight hundred eighty eight dollars and five cents Dollars, (\$ 292,888.05) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

Resident Contractor
(See Information for Bidders)

Non-Resident Contractor

Respectfully submitted this the 1 day of Sept, 2022

By Kent Title OWNER

Company Cook and son llc

Address 60146 Seminole Rd. Smithville MS 38870

Phone 662-640-5059

Employer Identification No. 81-1489492

Email Address mcook@cookandson.net

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cook & Son, LLC
as Principal, and The Gray Casualty & Surety Company
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal
sum of Five percent of Bid

_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 1st day of September, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the CLARK PLACE DRAINAGE IMPROVEMENTS REBID.

NOW, THEREFORE,

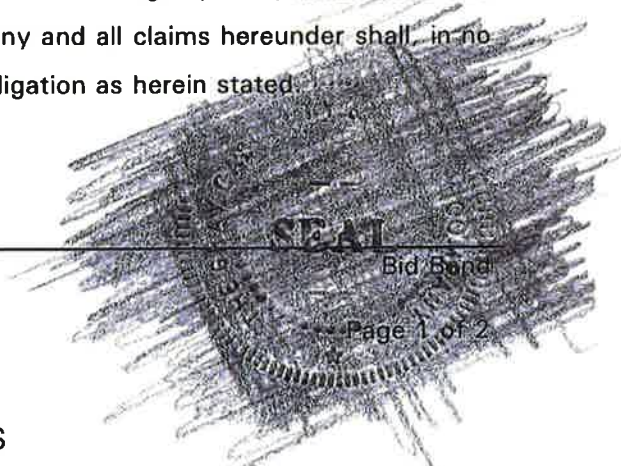
- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto (properly completed in accordance with
said Bid) and shall furnish a bond for his faithful performance of said contract,
and for the payment of all persons performing labor or furnishing materials in
connection therewith, and shall in all other respects perform the agreement
created by the acceptance of said Bid, then this obligation shall be void,
otherwise the same remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

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2022.04.05

APPENDIX S



Bid Bond

Page 1 of 2

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Kurt McG (L.S.)
Cook & Son, LLC Principal

The Gray Casualty & Surety Company
Surety

SEAL
By: *Kyle Chandler IV*
Kyle Chandler IV, Attorney in Fact

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2022.04.05



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: NA **Principal:** Cook & Son, LLC

Project: Clark Place Drainage

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 1st day of September, 2022.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 1st day of September, 2022.

Leigh Anne Henican



PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: CLARK PLACE DRAINAGE IMPROVEMENTS REBID
Termini: CITY OF TUPELO
Prime Consultant: COOK and SON LLC

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

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

1339058

EEV* Company Identification Number [Required]

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

BY: *Kenneth M Cook* 9/1/2022
Authorized Officer or Agent Date

Kenneth M COOK OWNER
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 1 day of Sept, 2022.

Kendy Le Donahue
NOTARY PUBLIC
My Commission Expires: 11-11-23



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

BID FORM

Proposal of Paul Smithey Construction Co., Inc
 (hereinafter called "Bidder"), organized and existing under the laws of the State of
Mississippi, doing business as a Corporation
 _____ * to **CITY OF TUPELO** (hereinafter called
 "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **CLARK PLACE DRAINAGE IMPROVEMENTS REBID**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 45 working days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

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

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

Project # 08658

BID SCHEDULE

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

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CLARK PLACE DRAINAGE IMPROVEMENTS REBID					
BASE BID					
1	Mobilization	1	LS	\$ 8,025.00	\$ 8,025.00
2	Clearing and Grubbing	1	LS	\$ 2,461.00	\$ 2,461.00
3	Removal of Existing 73" x 45" Arch Metal Pipe	1	LS	\$ 10,700.00	\$ 10,700.00
4	Removal of Concrete Driveway	40	SY	\$ 64.20	\$ 2,568.00
5	Removal of Existing Inlets & Junction Boxes	5	Ea	\$ 2,140.00	\$ 10,700.00
6	Crushed Stone (Crusher Run) (FM)	8	CY	\$ 69.55	\$ 556.40
7	Concrete Driveway	40	SY	\$ 64.20	\$ 2,568.00
8	73" x 45" Arched Reinforced Concrete Pipe	432	LF	\$ 510.00	\$ 220,320.00
9	Minor Structure Concrete	17	CY	\$ 2,247.00	\$ 38,199.00
10	Silt Fence	900	LF	\$ 3.20	\$ 2,880.00
11	Seeding	1	LS	\$ 1,819.00	\$ 1,819.00
TOTAL BASE BID PRICE					\$ 300,796.40

2022.04.05

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Bid Schedule - Form

Page 2 of 4

APPENDIX S

PROPOSED SUBCONTRACTORS

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

Subcontractor	Address	Work to be Subcontracted	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

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

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

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

08658

00 41 43

Bid Form

2022.04.05

Page 3 of 4

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Paul Smithy Construction Co., Inc.
as Principal, and The Gray Casualty & Surety Company
as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal
sum of Five percent of amount bid (5%)

_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 1st day of September, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the CLARK PLACE DRAINAGE IMPROVEMENTS REBID.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

08658

00 43 13

Bid Bond

2022.04.05

Page 1 of 2

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Paul Smithy Construction Co., Inc.

By Wesley M. Smithy (L.S.)
Principal

The Gray Casualty & Surety Company
Surety

SEAL

By: Cooper W. Vermenter
Cooper W. Vermenter, Attorney-in-Fact/MS Resident Agent

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond Principal: Paul Smithey Construction Co., Inc.

Project: Clark Place Drainage Improvements Rebid

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, W.W. Jones II, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings** of Memphis, Tennessee jointly and severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 1st day of September, 2022

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 1st day of September, 2022

Leigh Anne Henican



BID FORM

Proposal of ENSCOR, LLC.

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

Tennessee, doing business as a limited liability company

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

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **CLARK PLACE DRAINAGE IMPROVEMENTS REBID**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 45 working days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

N/A

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

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

Project # 08658

BID SCHEDULE

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

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CLARK PLACE DRAINAGE IMPROVEMENTS REBID					
BASE BID					
1	Mobilization	1	LS	\$ 10,000.00	\$ 10,000.00
2	Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00
3	Removal of Existing 73" x 45" Arch Metal Pipe	1	LS	\$ 5,000.00	\$ 5,000.00
4	Removal of Concrete Driveway	40	SY	\$ 30.00	\$ 1,200.00
5	Removal of Existing Inlets & Junction Boxes	5	Ea	\$ 500.00	\$ 2,500.00
6	Crushed Stone (Crusher Run) (FM)	8	CY	\$ 85.00	\$ 680.00
7	Concrete Driveway	40	SY	\$ 100.00	\$ 4,000.00
8	73" x 45" Arched Reinforced Concrete Pipe	432	LF	\$ 550.00	\$ 237,600.00
9	Minor Structure Concrete	17	CY	\$ 2,000.00	\$ 34,000.00
10	Silt Fence	900	LF	\$ 6.00	\$ 5,400.00 \$ 3,600.00
11	Seeding	1	LS	\$ 1,500.00	\$ 1,500.00
TOTAL BASE BID PRICE					\$ 315,080.00 316,880.00

PROPOSED SUBCONTRACTORS

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

Subcontractor	Address	Work to be Subcontracted	Amount
N/A			

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

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

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

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

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

The bid security attached in the sum of 5% OF BID AMOUNT

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

Bidder hereby certifies that he is a:

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

Respectfully submitted this the 1 day of September, 20 .

By [Signature] Jeff Smith Title Owner
Company ENSCOR, LLC.

Address 5566 Commander Drive Arlington, TN 38002

Phone 901-867-2297

Employer Identification No. 58-2498528

Email Address jeff@enscor.net

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ENSCOR, LLC
 as Principal, and Travelers Casualty and Surety Company of America
 as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal
 sum of Five Percent of amount bid (5%)
 _____ for the payment of which, well
 and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors and assigns.

Signed, this 1st day of September, 2022.

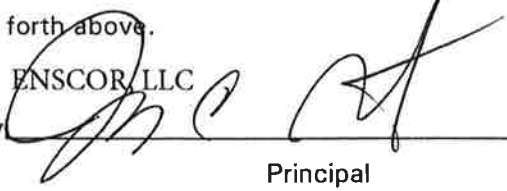
The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
 into contract in writing, for the CLARK PLACE DRAINAGE IMPROVEMENTS REBID.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract
 in the Form of Contract attached hereto (properly completed in accordance with
 said Bid) and shall furnish a bond for his faithful performance of said contract,
 and for the payment of all persons performing labor or furnishing materials in
 connection therewith, and shall in all other respects perform the agreement
 created by the acceptance of said Bid, then this obligation shall be void,
 otherwise the same remain in force and effect; it being expressly understood and
 agreed that the liability of the Surety for any and all claims hereunder shall, in no
 event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By  (L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety

SEAL
By: 
Tona J. Hunter, Attorney-in-Fact/MS Resident Agent



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **TONA J. HUNTER** of **NESBIT** **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of September, 2022




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

APPENDIX S

ENSCOR, LLC

"Sitework Solutions"

12-4-802. Allowance of bidding preferences — Reciprocity. —

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

[Acts 1990, ch. 1062, § 3.]

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: CLARK PLACE DRAINAGE IMPROVEMENTS REBID

Termini: CITY OF TUPELO

Prime Consultant: ENSCOR, LLC.

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

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

158256
EEV* Company Identification Number [Required]

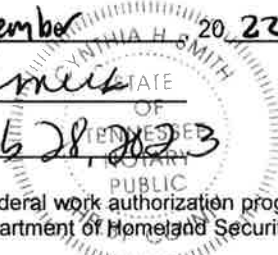
The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the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

BY: [Signature] 09/01/2022
Authorized Officer or Agent Date

Jeff Smith Owner
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 01 day of September, 2022.

[Signature]
NOTARY PUBLIC
My Commission Expires: Feb 28, 2023



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

BID FORM

Proposal of TM Productions LLC

(hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as McDonald Construction

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

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **CLARK PLACE DRAINAGE IMPROVEMENTS REBID**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 45 working days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

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

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

08658

00 41 43

Bid Form

2022.04.05

Page 1 of 4

Project # 08658

BID SCHEDULE

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

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CLARK PLACE DRAINAGE IMPROVEMENTS REBID					
BASE BID					
1	Mobilization	1	LS	\$ 100,000	\$ 100,000
2	Clearing and Grubbing	1	LS	\$ 5,000	\$ 5,000
3	Removal of Existing 73" x 45" Arch Metal Pipe	1	LS	\$ 10,000	\$ 10,000
4	Removal of Concrete Driveway	40	SY	\$ 15	\$ 600
5	Removal of Existing Inlets & Junction Boxes	5	Ea	\$ 800	\$ 4,000
6	Crushed Stone (Crusher Run) (FM)	8	CY	\$ 87.50	\$ 700
7	Concrete Driveway	40	SY	\$ 85	\$ 3,400
8	73" x 45" Arched Reinforced Concrete Pipe	432	LF	\$ 300	\$ 129,600
9	Minor Structure Concrete	17	CY	\$ 2,500	\$ 42,500
10	Silt Fence	900	LF	\$ 6	\$ 5,400
11	Seeding	1	LS	\$ 4,500	\$ 4,500
TOTAL BASE BID PRICE					\$ 305,700

PROPOSED SUBCONTRACTORS

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

Subcontractor	Address	Work to be Subcontracted	Amount

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

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

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

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

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

08658

00 41 43

Bid Form

2022.04.05

Page 3 of 4

The bid security attached in the sum of fifteen thousand two hundred
eighty-five Dollars, (\$ 15,285) (5% of the Total Bid)
is to become the property of the Owner in the event the contract and bond are not
executed within the time set forth, as liquidated damages for the delay and additional
expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

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

Respectfully submitted this the 1 day of Sept., 2022.

By Tanner McDonald Title President

Company TM Productions LLC

Address 423 Blair Road

Phone 601-624-0239

Employer Identification No. 83-0706546

Email Address mconstruction@mcDonaldConstruction.org

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, TM Productions LLC
 as Principal, and FCCI Insurance Company
 as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal
 sum of five percent of the total amount bid (-5%)
 _____ for the payment of which, well
 and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors and assigns.

Signed, this 1 day of September, 2022.

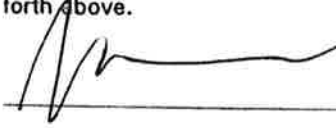
The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
 into contract in writing, for the CLARK PLACE DRAINAGE IMPROVEMENTS.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

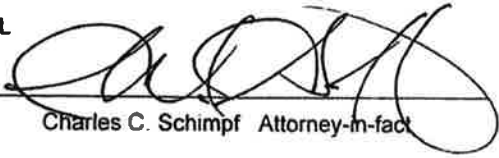
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



(L.S.)
Principal Tanner McDonald - member

FCCI Insurance Company
Surety

SEAL
By: 
Charles C. Schimpf Attorney-in-fact





GENERAL POWER OF ATTORNEY

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

Charles C. Schimpf; Ashley D. Vance; Daniel J. Ryder

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

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

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

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

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



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

State of Florida
County of Sarasota

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

My commission expires: 2/27/2023

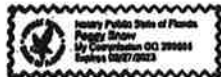


Peggy Snow
Notary Public

State of Florida
County of Sarasota

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

My commission expires 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

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

Dated this 1 day of September, 2022

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

BID FORM

Proposal of Colom Construction Co., Inc.

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

Mississippi, doing business as A Corporation

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

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for **CLARK PLACE DRAINAGE IMPROVEMENTS REBID**, in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

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

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 45 working days. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

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

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

08658

00 41 43

Bid Form

2022.04.05

Page 1 of 4

Project # 08658

BID SCHEDULE

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

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
CLARK PLACE DRAINAGE IMPROVEMENTS REBID					
BASE BID					
1	Mobilization	1	LS	\$ 29,000. ⁰⁰	\$ 29,000. ⁰⁰
2	Clearing and Grubbing	1	LS	\$ 80,000. ⁰⁰	\$ 80,000. ⁰⁰
3	Removal of Existing 73" x 45" Arch Metal Pipe	1	LS	\$ 45,000. ⁰⁰	\$ 45,000. ⁰⁰
4	Removal of Concrete Driveway	40	SY	\$ 30. ⁰⁰	\$ 1,350. ⁰⁰
5	Removal of Existing Inlets & Junction Boxes	5	Ea	\$ 8,000. ⁰⁰	\$ 40,000. ⁰⁰
6	Crushed Stone (Crusher Run) (FM)	8	CY	\$ 95. ⁰⁰	\$ 760. ⁰⁰
7	Concrete Driveway	40	SY	\$ 90. ⁰⁰	\$ 3,600. ⁰⁰
8	73" x 45" Arched Reinforced Concrete Pipe	432	LF	\$ 675. ⁰⁰	\$ 291,600. ⁰⁰
9	Minor Structure Concrete	17	CY	\$ 3,000. ⁰⁰	\$ 51,000. ⁰⁰
10	Silt Fence	900	LF	\$ 10. ⁵⁰	\$ 9,450. ⁰⁰
11	Seeding	1	LS	\$ 7,500. ⁰⁰	\$ 7,500. ⁰⁰
TOTAL BASE BID PRICE					\$ 559,260.⁰⁰

2022.04.05

00 41 43

Bid Schedule - Form
Page 2 of 4

PROPOSED SUBCONTRACTORS

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

Subcontractor	Address	Work to be Subcontracted	Amount
N/A			

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

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

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

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

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

08658

00 41 43

Bid Form

2022.04.05

Page 3 of 4

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

Bidder hereby certifies that he is a:

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

Respectfully submitted this the 1st day of September, 2022.

By Paul Colon Title President

Company Colom Construction Co., Inc.

Address P.O. Box 414, Ripley, MS 38663

Phone 662-837-3474

Employer Identification No. 64-0689595

Email Address colomconstruction@att.net

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Colom Construction Company, Inc.
as Principal, and Western Surety Company

as Surety, are hereby held and firmly bound unto CITY OF TUPELO, as owner in the penal
sum of Five percent of amount bid (5%)

_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 1st day of September, 2022.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
into contract in writing, for the CLARK PLACE DRAINAGE IMPROVEMENTS REBID.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

08658

00 43 13

Bid Bond

2022.04.05

Page 1 of 2

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set

forth above,
Colam Construction Company, Inc.

By [Signature] (L.S.)
Rod Colom, Pres. Principal

Western Surety Company
Surety

SEAL

By [Signature]
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

08658

00 43 13

Bid Bond

2022.04.05

Page 2 of 2

136
Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark E Harris, Keith W Brown, Tona J Hunter, W W Jones II, Joseph Madden III, Cooper W Permenter, Richard L Powell, Ric Stallings, Individually

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruffat

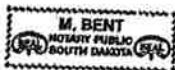
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

L. I. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of September, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cna-surety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: CLARK PLACE DRAINAGE IMPROVEMENTS REBID

Termini: CITY OF TUPELO

Prime Consultant: Colom Construction Co. Inc.

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

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

14594
EEV* Company Identification Number [Required]

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

BY: [Signature] September 1, 2022
Authorized Officer or Agent Date

Red Colom President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 1 day of September, 2022

H. Grisham
NOTARY PUBLIC
My Commission Expires: 6/22/23 # 315307
HEATHER GRISHAM
TIPPAH COUNTY

* 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.

**COLOM CONSTRUCTION COMPANY, INC.
P.O. BOX 414
RIPLEY, MS 38663**

**CERT. OF RESPONSIBILITY NO. 05993-MC
FED ID# 64-0689595
CAGE# OHNS8
D-U-N-S# 11-260-5654**

**CITY OF TUPELO
CITY HALL OF TUPELO, TAX OFFICE
ATTN: JENNIFER SHERPERT
71 EAST TROY STREET
TUPELO, MS 38804**

**SEALED BIDS FOR: CLARK PLACE DRAINAGE – ARCH PIPE REPLACEMENT
REBID, BID NO. 2022-030PW**

BID DATE: SEPTEMBER 1, 2022

BID TIME: 10:00 A.M.

SEALED BID

Tupelo Coliseum Commission
Regular Meeting Minutes
July 25, 2022

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, July 25, 2022 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Nat Grubbs via phone
Vice-Chair Neal McCoy
Commissioner Yvette Crump
Commissioner Jason Hayden
Commissioner Darrell Marecle

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick –Executive Director -BancorpSouth Arena and Conference Center
Kim Hanna- CFO
Rosiland Barr- Assistant CFO
Buddy Palmer- City Council

Vice-Chair Neal McCoy called the meeting to order at 3:00 p.m.

Approval of Minutes from June 20, 2022 Regular Meeting Minutes

Commissioner Jason Hayden made a motion to approve the minutes from June 20, 2022, as written seconded by Commissioner Darrell Marecle. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

New Business

Rejection of the West parking lot drain pipe project was discussed due to being well over estimated budget, Bid# 2022-025CO for \$ 164,275.00. Commissioner Jason Hayden made a motion to approve the rejection of the bid and was seconded by Commissioner Yvette Crump. All commission members voting aye, the motion passed.

SOPA Sole Source letter was discussed for repairing our telescopic bleachers for \$7,111.00. Commissioner Yvette Crump made a motion to approve and was seconded by Commissioner Jason Hayden. All commission members voting aye, the motion passed.

Director's Report

Kevan discussed his travel to IAVM Venue Connect in Phoenix, AZ FROM July 18th-21st.

Kevan discussed our past events. We had Father Daughter Ball June 25th, American Family Association July 6th-9th, United Methodist Conference July 11th-16th, Paw Patrol July 23rd-24th with approximately 4,700 people attending and 15 meeting events.

Kevan discussed our upcoming events as well. We have Dancing Like the Stars on July 30th and 12 meeting events.

Old Business:

Approval of the Industrial Applications contract Bid# 2022-021CO concourse floors project for \$184,629.00 was discussed. Commissioner Yvette Crump made a motion to approve the contract and was seconded by Commissioner Jason Hayden. All commission members voting aye, the motion passed.

Beverage Approval:

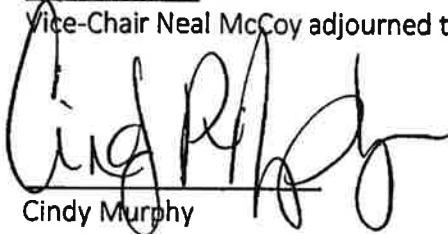
None was discussed

Check Approval:

Vice-Chair Neal McCoy asked for a motion to approve the checks from June. Commissioner Jason Hayden made a motion to approve, seconded by Commission Darrell Marecle. All commissioners voted aye; the motion passed.

Adjournment:

Vice-Chair Neal McCoy adjourned the meeting at approximately 3:25 p.m.



Cindy Murphy
Secretary



Nat Grubbs
Chair



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE August 31, 2022
SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS JT

Request:

I respectfully request your approval to surplus the following items:

Description

- 2001 International 2554 w/Sewer Vactor, VIN 1HTGCADT81H405223 (Unit 2)
- Boring Machine w/Trailer, S/N 2M1810 (Unit BM-1)

After declaration as surplus, these items will be sold by sealed bid.

Thank you for your cooperation.

ORDER

AN ORDER TO RATIFY THE PURCHASE CONTRACTS AND ACCEPT THE LAND CONVEYANCES OF 820 BLAIR STREET, 108 ELVIS PRESLEY DRIVE, 202 ELVIS PRESLEY DRIVE, 2983 S. GREEN STREET, 817 BLAIR STREET, 115 LAWNSDALE, 508 N. MADISON STREET, AND 209 TOLBERT STREET

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to purchase and hold real estate, either within or without the corporate limits, for all proper municipal purposes; and

WHEREAS, the City of Tupelo (hereinafter "City") has acquired real property in accordance with Miss. Code Ann. § 43-37-1 et seq; and

WHEREAS, the governing authorities of the City of Tupelo desire to ratify the purchase contracts and accept these conveyances of real property; and

WHEREAS, this real property was acquired for the purpose of blight elimination, development and other proper municipal purposes.

NOW THEREFORE, it is hereby ordered by the governing authorities of the City of Tupelo the following:

1. The aforementioned findings are accepted and incorporated herein.
2. The following deeds to real property and their accompanying purchase contracts are accepted for ownership and use by the City of Tupelo for all proper municipal purposes.
 - a. 820 Blair Street (Exhibit "A")
 - b. 108 Elvis Presley Drive (Exhibit "B")
 - c. 202 Elvis Presley Drive (Exhibit "B")
 - d. 2983 S. Green Street (Exhibit "C")
 - e. 817 Blair Street (Exhibit "D")
 - f. 115 Lawndale Drive (Exhibit "E")
 - g. 508 N. Madison Street (Exhibit "F")
 - h. 209 Tolbert Street (Exhibit "G")

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

Councilmember 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>

X W see minutes of 8-15-2023

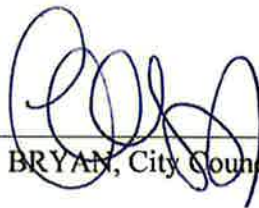
Councilmember Gaston voted
Councilmember Jones voted

Aye
Aye

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 Order was declared, passed and adopted at a regular meeting of the Council on this the 16th day of September, 2022.

CITY OF TUPELO, MISSISSIPPI



LYNN BRYAN, City Council President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan, Mayor
TODD JORDAN, Mayor

9-7-2022
DATE

145-147

PREPARED BY AND RETURN TO:

Mitchell, McNutt & Sams, P.A.
Attention: R. Brannon Kahlstorf
MS Bar #101894
105 South Front Street
Tupelo, MS 38804
(662) 842-3871

INDEXING INSTRUCTIONS: Part of Lots 3 and 4 in Block 15 in the Triplett and Allen-West Company Addition to the City of Tupelo, Lee County, Mississippi

WARRANTY DEED

LEE COUNTY
CHANCERY COURT

GRANTOR:

CLEGG ENTERPRISES, LLC
2448 Wendover Drive
Belden, MS 38826
(662) 213-3539

GRANTEE:

CITY OF TUPELO, MISSISSIPPI
P. O. Box 1495
Tupelo, MS 38802-1495
(662) 841-6513

Bill Benson
CLERK

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **CLEGG ENTERPRISES, LLC, a Mississippi limited liability company**, "Grantor", does by these presents, grant, bargain, sell, convey and warrant specially unto the **CITY OF TUPELO, MISSISSIPPI, a Mississippi municipal corporation organized and existing under the laws of the State of Mississippi**, "Grantee", the following described real property, lying and being in the City of Tupelo, Lee County, Mississippi, to-wit:

Exhibit

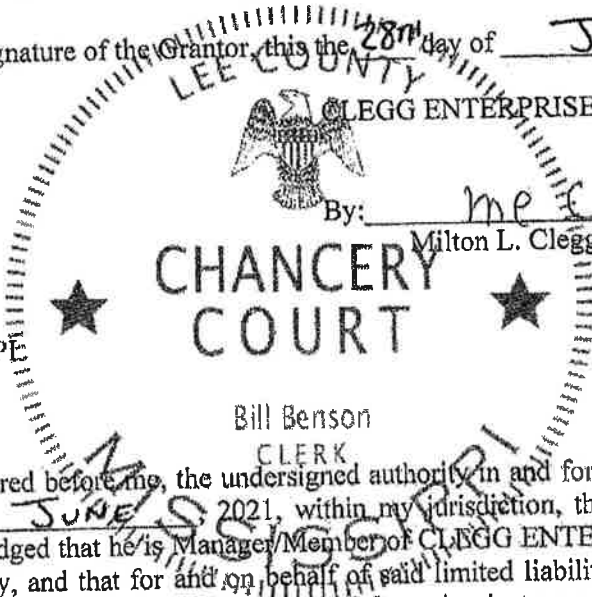
A

The East half of Ninety (90) feet on the East side of Lots 3 and 4 in Block 15 in the Triplett and Allen-West Company Addition to the City of Tupelo in the Northwest Quarter of Section 31, Township 9, Range 6 East, in the City of Tupelo, Lee County, Mississippi.

THIS CONVEYANCE AND WARRANTY IS SUBJECT TO THE FOLLOWING:

1. City of Tupelo and Lee County, Mississippi ad valorem taxes for the year 2021, which shall be prorated between the Grantor and the Grantee as of the date of this Warranty Deed.
2. All rights-of-way and easements for public streets and public utilities.
3. Mineral reservations and conveyances, if any, by prior owners.
4. The terms and conditions of the Development Code of the City of Tupelo, Mississippi.

WITNESS the signature of the Grantor, this the 28th day of JUNE, 2021.



CLEGG ENTERPRISES, LLC
By: M L Clegg
Milton L. Clegg, Manager/Member

STATE OF MISSISSIPPI
COUNTY OF LEE

Bill Benson
CLERK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 28th day of JUNE, 2021, within my jurisdiction, the within named MILTON L. CLEGG, who acknowledged that he is Manager/Member of CLEGG ENTERPRISES, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

R. Brannon Kahlstorf
NOTARY PUBLIC

My Commission Expires:
8/23/2021
(SEAL)



dotloop signature verification: 6-11-2020 10:00:00

49. If applicable, Contract is contingent upon Buyer being approved for a new loan sufficient to close, provided that Buyer makes timely application and good faith efforts to secure loan prior to Closing. Within five (5) business days after the Effective Date of the
50. Contract, Buyer will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s), diligently
51. and timely pursue the same in good faith, execute all documents and furnish all information and documents required, and make
52. timely payment of any costs of obtaining such loan approval. Failure of the Buyer to make timely application for loan and exercise
53. good faith efforts to facilitate its approval shall entitle the Seller at its option to (A) excuse the failure and proceed with the
54. transaction on such terms as the parties may agree to in writing in the form of an amendment to the Contract; OR (B) declare the
55. Contract void and refund to Buyer the earnest money deposit; OR (C) treat the failure as a Breach by Buyer under paragraph 10
56. hereof. Buyer may apply for a loan with different terms and conditions and also close the transaction with a different type of loan
57. provided all other terms and conditions of this Agreement are fulfilled and Seller's costs are not increased.
58. (B) **No Waste.** This Contract is conditioned upon delivery of the Property and any and all improvements in their present condition,
59. reasonable wear and tear excepted. Seller shall preserve the Property in its present general condition, normal wear and tear excepted,
60. and shall not permit the Property to suffer waste avoidable by the reasonable exercise of due care. Any material change to the
61. Property shall be disclosed in accordance with the Real Estate Brokers License Law of 1954, as amended, allowing for termination
62. of the offer as prescribed by law (see Miss. Code Ann., Sec. 89-1-503).
63. (C) **Appraisal.** **Applicable** **Not Applicable (Check One):**
64. If applicable, Property must appraise at or above Purchase Price or Buyer shall not be obligated to complete the purchase of the
65. Property and all Earnest Money shall be refunded to Buyer, except when Buyer has failed to secure a timely appraisal in good faith.
66. Failure of Buyer to make good faith efforts to secure a timely appraisal shall constitute a Breach of this Contract.
67. (D) **Warranty And Inspections. (Select One):**
68. **Sale Without Warranty; No Home Inspection.** Buyer has inspected the Property and finds same to be in satisfactory condition
69. and DOES NOT wish to secure a home inspection. Buyer accepts the Property in its condition as of the Effective Date of this
70. Contract, and acknowledges that neither Seller nor Listing Broker nor Selling Broker or salespersons associated with this transaction
71. have made any warranty, express, implied, or otherwise, as to the Property, except such express warranties as the parties agree to in
72. writing attached hereto, which shall survive Closing.
73. OR
74. **Inspections.** Contract is contingent upon satisfactory inspections to be conducted by Buyer, at Buyer's expense. Buyer shall
75. have ten (10) business days from the Effective Date to conduct inspections using Mississippi licensed and bonded inspectors.
76. Buyer's inspector(s) shall have the right to enter the Property at reasonable hours with twenty-four (24) hours prior notice. On
77. designated inspection date(s), Seller shall provide unlimited access to the Property, and shall see that all utilities are on. Should
78. Seller fail to have utilities on, Seller shall be responsible to Buyer for foreseeable loss or expense resulting from failed inspections.
79. Within said ten (10) business day inspection period, Buyer, at Buyer's option, may (a) terminate this Contract and receive a refund
80. of Buyer's earnest money; (b) waive this inspection contingency and proceed to Closing; or (c) submit a list of repairs to Seller
81. accompanied by relevant portions of any inspection report(s) from a Mississippi licensed and bonded inspector. If Buyer timely
82. submits a list of repairs accompanied by relevant portions of any inspection report(s) from a Mississippi licensed and bonded
83. inspector, Buyer and Seller shall have 5 business days to negotiate and agree in writing how listed items shall be handled
84. (to become an addendum to this Contract) or this Contract shall terminate and Buyer's earnest money shall be returned. Should
85. Buyer proceed under option (c) above, the underlying Contract is in full force and effect for the number of business days set forth in
86. L. 84. Seller's rejection of any repairs requested by Buyer does not terminate the Contract. Buyer and Seller shall have until the
87. expiration of the time period in L. 84 to negotiate repairs; Buyer reserves the right to exercise options (a) or (b) above at any time
88. prior to the end of the time period specified in L. 84.
89. (E) **Final Walk-Through Inspection.** Irrespective of the election made above, Buyer(s) retain(s) the right to perform a final walk-
90. through Inspection of the Property prior to Closing to verify the terms of the Contract have been fulfilled and to confirm that any
91. Seller repairs or Seller's removal of personal property has not damaged the Property. Seller shall provide unlimited access to the
92. Property, and shall see that all utilities are on for final walk-through and continuing through the time of Closing.
93. (F) **Wood Destroying Insect Report; Release. (Check One):** Buyer Seller shall, at their expense, furnish within thirty
94. (30) calendar days before Closing approved FHA/VA Wood Destroying Insect Report ("WDIR") from a licensed, bonded termite
95. company indicating that Property shows no evidence of termite or other wood-destroying insect infestation. If infestation or damage
96. is discovered, Seller shall amend the Property Condition Disclosure Statement as appropriate and, per 89-1-503 of the Mississippi
97. Code of 1972, Buyer shall have three (3) calendar days after delivery in person or five (5) calendar days after delivery by deposit in
98. the mail of any amendment to PCDS to terminate his or her offer by delivery of a written notice of termination to the transferor
99. (seller) or the transferor's agent (listing broker or salesperson), and have their earnest money refunded. Irrespective of whether a
100. WDIR is received or not, Buyer and Seller acknowledge that Listing and Selling Broker make no representations concerning wood
101. destroying insects or the condition of the Property, and any damage found, either before or after Closing or after termination of this
102. Contract shall not be the responsibility of said Broker(s). **By signing this Contract, Buyer and Seller acknowledge receipt of this**
103. **notice and agree to hold the brokerage and their agents harmless from all claims for damages arising out of or relating to**
104. **wood destroying insects or the WDIR.**

Page 2 of 6

dotloop signature verification: 01/11/2020 10:00:00 AM

163. (D) Lead-Based Paint Disclosure. Every Buyer of any interest in residential property on which a residential dwelling was built
164. prior to 1978 is notified that such subject property may present exposure to lead from lead-based paint that may place young children
165. at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including
166. learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a
167. particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any
168. information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any
169. unknown lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to
170. purchase.

171. (E) Wire Fraud Warning; Release. Buyers and Sellers of real property are targets in scams regarding electronic transfers of
172. money (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based
173. upon electronic communications (such as email) that have not been verbally confirmed by you to be valid (from a person you know
174. and trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your
175. real estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of
176. funds without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or
177. email addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers,
178. contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to
179. the FBI and law enforcement authorities, and should be done so immediately if funds are lost. By signing this Contract, Buyer and
180. Seller acknowledge receipt of this notice and agree to hold the brokerage and their agents harmless from all claims for
181. damages arising out of or relating to inaccurate transfer instructions, fraudulent taking of such funds, and any and all other
182. damages relating to conduct of third parties influencing or handling implementation of wire transfers.

183. (F) Audio & Video; Photography. Owners, Sellers, Invitees and Buyers of real property using audio and/or video surveillance or
184. remote monitoring devices or devices capable of photography, videography or videotelephony are solely responsible for compliance
185. with applicable state, local and federal laws concerning use of such devices including, but not limited to, cameras, phones, security
186. systems, monitors or other devices capable of making or transmitting audio and/or video recordings and/or photographs. Audio or
187. video recordings or photographs may be illegal under state, local and/or federal laws, depending on the circumstances. Sellers and
188. Buyers are urged to consult legal counsel concerning applicable laws and take steps to protect against practices violative of rights of
189. persons owning, inhabiting, utilizing, viewing or visiting the property. By signing this contract, Buyer and Seller acknowledge
190. receipt of this notice and agree to hold the brokerages and their agents harmless from all claims (excepting only claims under
191. the exclusive jurisdiction of the Mississippi Real Estate Commission under license law or claims under the National
192. Association of REALTORS® Code of Ethics and Arbitration Manual) or damages arising out of use of video and audio
193. surveillance systems or photography, videography or videotelephony.

194. 8. BROKERS AND SALESPERSONS.

195. (A) The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:

196. Selling Brokerage: Tommy Morgan, Inc. Realtors Selling Agent: Amanda Miller
197. Selling Brokerage Address: 210 East Main St, Tupelo, MS 38804
198. Selling Broker License No.: Selling Agent License No.: S-44041
199. Business Phone: 662-213-2764 Business Phone: 6622132764
200. Email: amanda@tmhomes.com Facsimile:

201. Listing Brokerage: Crye-Leike Realtors Listing Agent: Shirley Curry
202. Listing Brokerage Address: 2257 N. Columbus, Tupelo, MS 38804
203. Listing Broker License No.: 2257 N. Columbus, Tupelo, MS 38804 Listing Agent License No.: S-44041
204. Business Phone: Business Phone: 662-213-2764
205. Email: shirley.curry@crye-leike.com Facsimile:

206. (B) Agency Relationship. (Check One):

- 207. The Listing Firm, the Selling Firm, and their salespersons represent the Seller as their Client. The Buyer is the customer.
- 208. The Listing Firm and its salespersons represent the Seller. The Selling Firm and its salespersons represent the Buyer(s).
- 209. The Listing Firm and its salespersons represent both Seller and the Buyer as dual agents by mutual agreement and all parties
210. have signed and understand the Dual Agency Confirmation form provided to them by the Listing Firm.
- 211. The Selling Firm and its salespersons represent the Buyer. The Seller is not represented and is a customer.

212. (C) Compensation. The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement
213. or prior offer of cooperation and compensation. If Broker collects this compensation or any part thereof through legal action, the
214. defaulting party agrees to pay court costs, including reasonable attorney fees. Compensation due hereunder is deemed earned, due
215. and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller, though Broker agrees to
216. accept payment at Closing as an accommodation to the parties.

dotloop signature verification:

266. 12. EXPIRATION OF OFFER. This offer expires at 7 o'clock AM PM, Central Standard Time (CST) on 267. 05/26/2021 [date] if not accepted, countered or rejected by Seller by that time.

268. 13. ATTACHMENTS. (Check All That Apply):

- 269. Dual Agency Confirmation
- 270. Pre-Closing Repair/Improvement Addendum
- 271. First Right of Refusal Addendum
- 272. Pre-Closing Possession Addendum
- 273. Post-Closing Possession Addendum
- Lead-Based Paint Disclosure
- Option Agreement
- Back-Up Agreement Contingency
- VA/FHA Disclosures (as required)
- Other _____

274. 14. HEADINGS; SINGULAR AND PLURAL SAME: Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this document. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine gender and the feminine gender and vice versa.

278. 15. SIGNATURE BLOCKS.

279. Signed this the 25th day of May, 2021, at 8:00 a.m. p.m., and a copy hereof received:

280. BUYER *Juan Salazar for City of Tupelo* BUYER *Juan Salazar*
281. Phone: 662-346-1745 Phone: _____

282. The foregoing offer is accepted this the 25th day of May, 2021, at _____ a.m. p.m., and a copy hereof received:

284. SELLER _____ SELLER _____
285. Phone: _____ Phone: _____

286. The Seller has countered this offer subject to the terms of the attached Counter Offer No. 1 this the _____ day of _____, at _____ a.m. p.m., and a copy hereof received:

288. SELLER *John Salazar* SELLER _____

289. The Seller has received a copy of this offer and rejected same and make no counter offer this the _____ day of _____, at _____ a.m. p.m., and a copy of this rejection has been delivered

291. to Buyer.
292. SELLER _____ SELLER _____

153

Prepared by
& Return to: Scott Davis & Associates, P.A.
MS Bar # 8448
P. O. Box 469
Tupelo, MS 38802
(662) 840-1791

Grantor

The Cottages at the Birthplace, LLC

Address: 1854 Legion Lake
Telephone No: 662 322-7765

Indexing Instructions:

NW1/4 Sec. 33, T9, R6E, Lee Co., MS

WARRANTY DEED



To

Grantee

City of Tupelo and the
Elvis Presley
Memorial Foundation

Address: P.O. Box 1485
Tupelo, MS 38802
Telephone No:
(662) 840-2059

CHANCERY COURT

Bill Benson
CLERK

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Cottages at the Birthplace, LLC, a Mississippi limited liability company, does hereby sell, convey, and warrant to the City of Tupelo and the Elvis Presley Memorial Foundation, the following described property:

See Exhibit "A"

Subject to any easements, restrictions, covenants and mineral reservations of record.

Exhibit

B

WITNESS MY SIGNATURE, this the 23 day of April, 2021.

The Cottages at the Birthplace, LLC

By: Annette Allhiser Reed
Annette Allhiser Reed, Manager

STATE OF MISSISSIPPI
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, Annette Allhiser Reed, Manager of The Cottages at the Birthplace, LLC, who acknowledged that as such Manager she signed and delivered the above and foregoing WARRANTY DEED on the day and year therein mentioned as the act and deed of said limited liability company after being authorized to do so by the operating agreement of The Cottages at the Birthplace, LLC.

Given under my Hand and Seal of Office, this the 25 day of April, 2021.



MY COMMISSION EXPIRES: 4/5/2022

Exhibit A

Tract I:

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

Tract II:

Commencing at the intersection of the Tupelo and Saltillo Road with the Tupelo and Fulton Pike or Concrete Road, and run North along East side of said Tupelo and Saltillo Road 220 feet for a POINT OF BEGINNING; thence run East 110 feet; thence North 40 feet; thence East 100 feet; thence North 25 feet, thence West 210 feet to the Eastern Boundary of said Tupelo and Saltillo Road; thence South along said road 65 feet to the POINT OF BEGINNING, said lot being in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi;

Bill Benson
CLERK

ALSO:

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

REPAIRED BY: Ben M. Logan
 City Attorney
 P.O. Box 1485
 Tupelo, MS 38802

RETURN TO: Preparer

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



GRANTOR: Elvis Presley Memorial Foundation
 P.O. Box 1688
 Tupelo, MS 38802
 Telephone: (662) 841-1245

GRANTEE: City of Tupelo, Mississippi
 P.O. Box 1485
 Tupelo, MS 38802
 Telephone: (662) 841-6513

Bill Benson
 CLERK

For and in consideration of the mutual benefits accruing to both parties, including the making of certain improvements for the placement and maintenance of utility lines, of the installation of sewer improvements and other mutual benefits accruing to both parties, the receipt and sufficiency of which is hereby acknowledged, **Elvis Presley Memorial Foundation**, ("Grantor"), does by these presents, donate, grant, bargain, donate, convey and warrant unto the **City of Tupelo, Mississippi**, ("Grantee"), the real property described as follows:

Tract I:
 Beginning at the intersection of the North line of the Tupelo and Fulton Public Road as it ran in 1919 with the East line of the East Tupelo- Saltillo Road and run thence North 140 yards; thence South 52 feet, more or less, to the Southwest corner of the tract of land conveyed by J.F. Merchant to Clyde Reese for a POINT OF BEGINNING; thence South 83 feet, more or less, to the North line of the

lands conveyed by J.F. Merchant to R.B. and T.L. Seal as shown by deeds recorded in Deed Book 200, Page 473 and Book 222, Page 518; thence East 210 feet; thence North 73 feet, more or less, to the Southeast corner of the Reese Lot; thence West 210 feet, more or less, to the POINT OF BEGINNING. Situated in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi. This being the same property as deeded from Mrs. Erlene G. Lemons, et al to O.J. Gregory, et ux in that certain Quitclaim Deed in Book 910 at Page 813.

Tract II:

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ALSO:

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

Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby waives its right to just compensation and donates the real property herein described to the City of Tupelo, Mississippi.

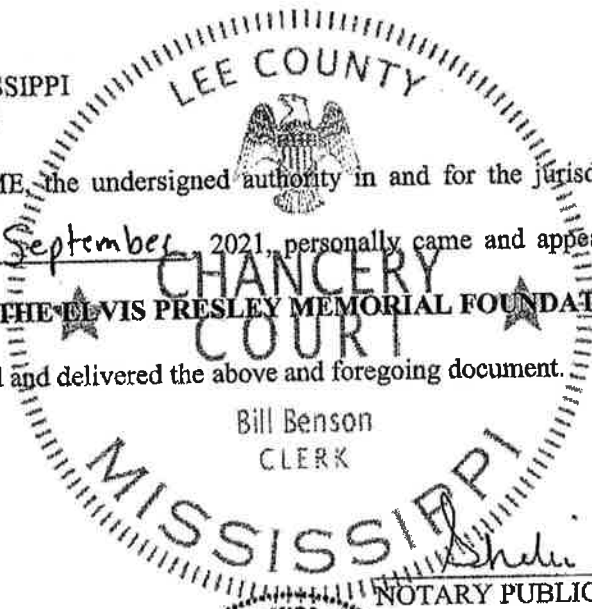
Grantor reserves the right for use and enjoyment of the property so long as the property is used for purposes of The Elvis Presley Birthplace Museum and grounds.

WITNESS THE SIGNATURE of Grantor's duly authorized representative on this the 14th day of September, 2021.

ELVIS PRESLEY MEMORIAL FOUNDATION

BY: [Signature]
HENRY DODGE, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF LEE



BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, on the 16th day of September, 2021, personally came and appeared **HENRY DODGE, PRESIDENT OF THE ELVIS PRESLEY MEMORIAL FOUNDATION**, (Grantor), and that he signed, executed and delivered the above and foregoing document.

Bill Benson
CLERK

[Signature]
NOTARY PUBLIC

My Commission Expires:

April 29, 2024
(SEAL)



159

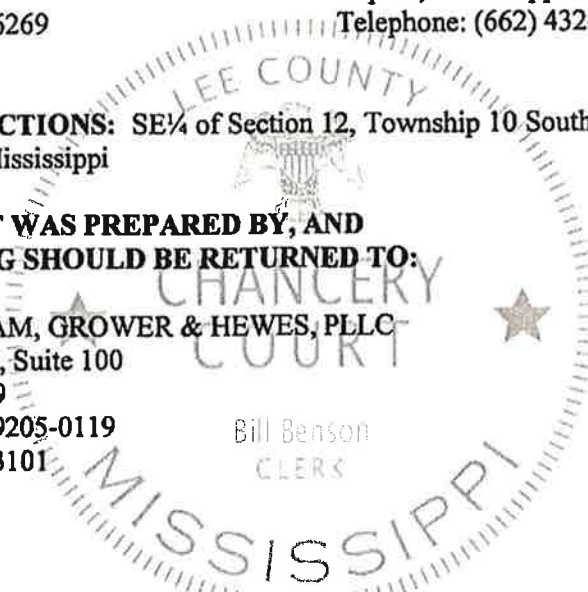
GRANTOR: Timberlawn Apartments, Ltd.
12890 Hwy 15S Bypass
Louisville, MS 39339
Telephone: (662) 773-6269

GRANTEE: City of Tupelo, Mississippi
71 East Troy Street
Tupelo, Mississippi 38804
Telephone: (662) 432-1839

INDEXING INSTRUCTIONS: SE¼ of Section 12, Township 10 South, Range 5 East, City of Tupelo, Lee County, Mississippi

THIS INSTRUMENT WAS PREPARED BY, AND AFTER RECORDING SHOULD BE RETURNED TO:

BRUNINI, GRANTHAM, GROWER & HEWES, PLLC
190 East Capitol Street, Suite 100
Post Office Drawer 119
Jackson, Mississippi 39205-0119
Telephone: (601) 948-3101
Attn: Ken Harmon
Bar #: 3091



Bill Benson
CLERK

QUITCLAIM DEED

WHEREAS, by virtue of Warranty Deed recorded in Book 1039 at Page 609, dated September 29, 1979, Timberlawn Apartments, Ltd. (also known as Timberlawn Apartments, L.P.), a Mississippi limited partnership ("Owner") is the record owner of certain property known as Timberlawn Apartments, which includes approximately 4.6545 acres, as described therein (the "Deed Property"); and

WHEREAS, a portion of the Deed Property described in Exhibit "A" attached hereto (the "Right of Way Property") is located within the boundaries of Mitchell Road, a public road maintained by the City of Tupelo, along its south edge, and within the boundaries of South Green Street, a public road maintained by the City of Tupelo, along its southeast side, as said roads are

Exhibit

C

currently laid out and in use. The City of Tupelo records indicate that the area which includes the Right of Way Property was annexed into the City of Tupelo in 1969, and Lee County Tax Parcel Map 101R reflects the rights-of-way of both South Green Street and Mitchell Road drawn at 50 feet, which would include the Right of Way Property; however, no documentation has been located evidencing a conveyance of the Right of Way Property to the City of Tupelo to extend the legal right of way for said roads to include said Right of Way Property; and

WHEREAS, Owner is willing to convey the Right of Way Property to the City of Tupelo, and the Mayor and City of Council of the City of Tupelo adopted a resolution for and on behalf of the City of Tupelo, Mississippi, at a meeting on March 1, 2022, agreeing to accept said conveyance of the Right of Way Property for the purpose of widening the legal right of way of Mitchell Road and South Green Street to include said Right of Way Property;

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, TIMBERLAWN APARTMENTS, LTD., also known as TIMBERLAWN APARTMENTS, L.P., a Mississippi limited partnership ("Grantor"), does hereby grant, convey and quitclaim to the CITY OF TUPELO, MISSISSIPPI ("Grantee"), subject to the reservation hereinafter set forth, all of its right, title and interest in and to the Right of Way Property lying and being situated in the City of Tupelo, Lee County, State of Mississippi, more particularly described in Exhibit "A" attached hereto.

This deed is being delivered to the City of Tupelo, Mississippi, in furtherance of and for the widening of the legal right of way of Mitchell Road and South Green Street to include said Right of Way Property.

Grantor hereby reserves to itself, its successors, assigns, tenants, licensees, invitees and contractors, a nonexclusive perpetual easement running with the land for pedestrian and vehicular access, ingress and egress over, across and through the Right of Way Property, to the extent needed, if any, for access to Mitchell Road and South Green Street.

WITNESS THE SIGNATURE of the undersigned on the date contained in the acknowledgment below, to be effective as of the 10 day of March, 2022.

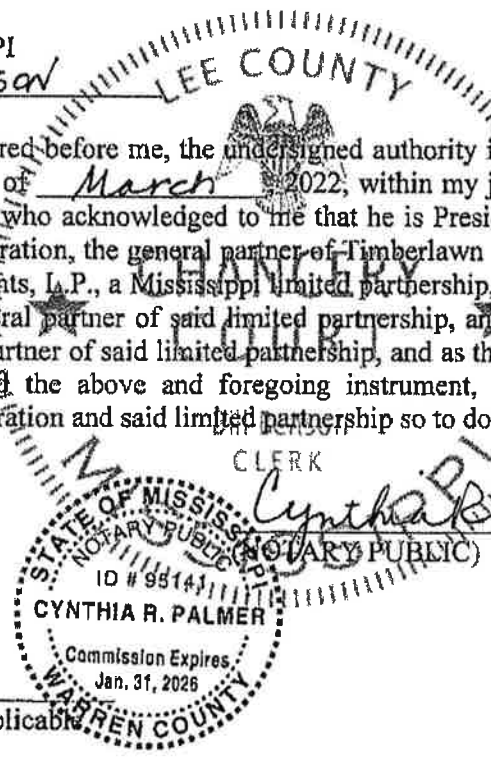
[Signature appears on following page]

Timberlawn Apartments, Ltd., also known as
Timberlawn Apartments, L.P., a Mississippi limited
partnership

By: Hughes Management, Inc., a Mississippi
corporation, its General Partner

By: Christopher H. Hughes
Christopher H. Hughes, its President

STATE OF MISSISSIPPI
COUNTY OF MADISON



Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of March, 2022, within my jurisdiction, the within named Christopher H. Hughes, who acknowledged to me that he is President of Hughes Management, Inc., a Mississippi corporation, the general partner of Timberlawn Apartments, Ltd., also known as Timberlawn Apartments, L.P., a Mississippi limited partnership, and that for and on behalf of said corporation as general partner of said limited partnership, and as the act and deed of said corporation as general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited partnership so to do.

CLERK
Cynthia R. Palmer
(NOTARY PUBLIC)

My commission expires:

1-31-2026
(Affix official seal, if applicable)

EXHIBIT "A"**Right of Way Property**

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI; THENCE EAST 694.38 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE NORTH 89 DEGREES 16 MINUTES 26 SECONDS EAST 124.87 FEET; THENCE NORTH 45 DEGREES 19 MINUTES EAST 505.86 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 20 SECONDS WEST 15.62 FEET TO AN IRON PIN FOUND; THENCE SOUTH 45 DEGREES 19 MINUTES WEST 501.62 FEET TO AN IRON PIN SET; THENCE NORTH 87 DEGREES 50 MINUTES 21 SECONDS WEST 127.81 FEET TO AN ANGLE IRON FOUND; THENCE SOUTH 25 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.19 ACRES, MORE OR LESS, AND BEING PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 5 EAST, LEE COUNTY, MISSISSIPPI



THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Riley, Caldwell, Cork & Alvis, P.A.
207 Court Street
Tupelo, Mississippi 38804
(662) 842-8945

INDEXING INSTRUCTIONS: Northwest Quarter of Section 31, Township 9,
Range 6, in the City of Tupelo, Mississippi

WARRANTY DEED

RALPH W. POUND,
A WIDOWER
P. O. BOX 1531
TUPELO, MS 38802
PHONE: (662) 231-0811

TO THE CITY OF TUPELO,
MISSISSIPPI
P. O. BOX 1485
TUPELO, MS 38804
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency
of which is hereby acknowledged, I, RALPH W. POUND, A WIDOWER, do
hereby sell, convey and warrant unto THE CITY OF TUPELO,
MISSISSIPPI, a municipal corporation organized and existing under
the laws of the State of Mississippi, the following described real
property, to-wit:

A lot 60 feet East and West and 100 feet North and South
off of the East end of Lot Number One in Block 16 in the
Town of Tupelo, Mississippi, according to the Triplett
and Allen West Company survey, and also according to the
Weatherford and Hildebrand survey, and more particularly
described as commencing at the Northwest corner of said

Exhibit

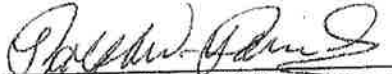
D

Lot Number One, Block 16, and run East with the North line thereof 130 feet for a beginning point, thence South 100 feet, thence East 60 feet, thence North 100 feet, thence West 60 feet, to the point of beginning, situated in the Northwest Quarter of Section 31, Township 9, Range 6, in the City of Tupelo, Mississippi, and all improvements on said lot.

Doris H. Pound died on or about the 9th day of January, 2012.

This property constitutes no part of the homestead of the Grantor herein.

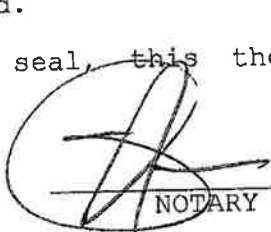
WITNESS MY SIGNATURE, this the 23rd day of June, 2022.


RALPH W. POUND,
A WIDOWER

STATE OF MISSISSIPPI
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named RALPH W. POUND, A WIDOWER, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and seal, this the 23rd day of June, 2022.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



CONTRACT OF PURCHASE

AGREEMENT entered into this the 25 day of May, 2022, by and between **RALPH W. POUNDS**, (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "Purchaser"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at 115 Lawndale Drive, Parcel No. 077R-36-127-00 (hereinafter "Lot 1") and 817 Blair Street, Parcel No. 089J-31-172-00 (hereinafter "Lot 2"). The real property is situated in the City of Tupelo, Lee County, Mississippi upon the terms set forth herein. The real property is more particularly described in Exhibits "A" and "B" attached.

1. **PRICE.** The purchase price of Lot 1 shall be Thirty Thousand Dollars (\$30,000) and the purchase price of Lot 2 shall be Thirty Thousand Dollars (\$30,000) both being due and payable at closing. (*See Exhibits "C" and "D" attached*)
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing.
3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be prorated.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. **CLOSING AND POSSESSION.** Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement.

- 6. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to sale(s) contemplated in the agreement.
- 7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
- 8. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
- 9. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
- 10. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

PURCHASER:

City of Tupelo, Mississippi
Attn: Ben Logan, City Attorney
PO Box 1485
Tupelo, MS 38802

SELLER:

Ralph W. Pound
PO Box 1531
Tupelo, MS. 38802

- 11. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
- 12. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

[signatures on next page]

PURCHASER

Todd Jordan, Mayor

TODD JORDAN, MAYOR
CITY OF TUPELO, MISSISSIPPI
PO BOX 1485
TUPELO, MS 38802
(662) 841-6513

5-25-22

DATE

SELLER

Ralph W. Pound

RALPH W. POUND
PO BOX 1531
TUPELO, MS. 38802

5-25-22

DATE

ATTEST:

Kim Hanna

KIM HANNA, CFO/CITY CLERK

5.25.2022

DATE

Lot 1 (115 Lawndale Drive, Parcel # 077R-36-127-00)

Lot No. 11 in Block 4 according to the Boggan Grove Subdivision, Plat of which is recorded in Deed Book 184, page 26 of the records of Lee OCunty, Mississippi, and is in the South One Half of Section 36, Township 9, Range 5 East, Lee County, Mississippi.

Exhibit

A

Lot 2 (817 Blair Street, Parcel No. 089J-31-172-00)

A lot 60 feet East and West and 100 feet South off of the East end of Lot Number Block 16 in the Town of Tupelo, Mississippi according to the Triplett and Allen West Company Survey, and also according to the Weatherford and Hildebrand Survey, and more particularly described as commencing at the Northwest corner of said Lot Number One, Block 16, and run East with the North line thereof 130 feet for a beginning point, thence South 100 feet, thence East 60 feet, thence North 100 feet, thence West 60 feet, to the point of beginning, situated in the Northwest Quarter Section 31, Township 9, Range 6, in the Town of Tupelo, Mississippi, and all improvements on said lot.

Exhibit
B



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

115 Lawndale Drive
Tupelo, MS 38801

for

City of Tupelo

as of

04/04/2022

by

Jerry Hollingsworth
112 South Broadway
Tupelo, MS 38804

Exhibit

C

Rogers Appraisal Co., Inc.

Rogers Appraisal Co., Inc.
112 South Broadway
Tupelo, MS 38804
662-842-9200

April 5, 2022

City of Tupelo

Property - 115 Lawndale Drive
Tupelo, MS 38801
Borrower - Ralph W. Pound
File No. - H220131
Case No. -

Dear Mr. Newman:

In accordance with your request, I have prepared an appraisal of the real property located at 115 Lawndale Drive, Tupelo, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 04/04/2022 is :


\$30,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Rogers Appraisal Co., Inc.


Jerry Hollingsworth
MS Certification #RA-696

Visit our website at www.rogersappraisals.com



SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

817 Blair Street
Tupelo, MS 38804

for
City of Tupelo

as of
03/24/2022

by
Jerry Hollingsworth
112 South Broadway
Tupelo, MS 38804

Exhibit
D

Rogers Appraisal Co., Inc.

Rogers Appraisal Co., Inc.
112 South Broadway
Tupelo, MS 38804
662-842-9200

April 5, 2022

City of Tupelo

Property - 817 Blair Street
Tupelo, MS 38804
Borrower - Ralph W. Pound
File No. - H220132
Case No. -

Dear Mr. Newman:

In accordance with your request, I have prepared an appraisal of the real property located at 817 Blair Street, Tupelo, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 03/24/2022 is :

\$30,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Rogers Appraisal Co., Inc.


Jerry Hollingsworth
MS Certification #RA-696

Visit our website at www.rogersappraisals.com

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Riley, Caldwell, Cork & Alvis, P.A.
207 Court Street
Tupelo, Mississippi 38804
(662) 842-8945

INDEXING INSTRUCTIONS: South Half of Section 36, Township 9, Range
5 East, Lee County, Mississippi

WARRANTY DEED

RALPH W. POUND
P. O. BOX 1531
TUPELO, MS 38802
PHONE: (662) 831-0811

TO

THE CITY OF TUPELO,
MISSISSIPPI
P. O. BOX 1485
TUPELO, MS 38804
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency
of which is hereby acknowledged, I, RALPH W. POUND, do hereby sell,
convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a
municipal corporation organized and existing under the laws of the
State of Mississippi, the following described real property, to-
wit:

Lot No. 11 in Block 4 according to the Boggan Grove
subdivision, Plat of which is recorded in Deed Book 184,
Page 26 of the records of Lee County, Mississippi, and is
in the South One Half of Section 36, Township 9, Range 5
East, Lee County, Mississippi.

Exhibit
E

This property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE, this the 23rd day of June, 2022.

Ralph W. Pound
RALPH W. POUND

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named RALPH W. POUND, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and seal, this the 23rd day of June, 2022.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Riley, Caldwell, Cork & Alvis, P.A.
207 Court Street
Tupelo, Mississippi 38804
(662) 842-8945

INDEXING INSTRUCTIONS: Northeast Quarter of Section 31, Township 9,
Range 6 East, City of Tupelo, Lee County, Mississippi

WARRANTY DEED

BARCIA GROUP, LLC
1707 W. JACKSON
TUPELO, MS 38801
(662) 397-6692

TO

THE CITY OF TUPELO,
MISSISSIPPI
P. O. BOX 1485
TUPELO, MS 38804
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BARCIA GROUP, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, the following described real property, to-wit:

Beginning at the Southwest Corner of Lot 61 in the City of Tupelo, Lee County, Mississippi, said Lot lying and being on the North side of Walnut Street in said City and being at the intersection of the North line of Walnut Street, and the East line of Madison Street, and running thence East 75 feet; thence North 200 feet; thence West 75 feet; thence South 200 feet to the point of beginning,

Exhibit

F

and being in the Northeast Quarter of Section 31, Township 9, Range 6 East. Intended hereby to convey the same property as that conveyed to M.C. Sudduth by Albert Ritter on February 6, 1920 as shown by Book 150, Page 394 of the records of Deeds in the Chancery Clerk's Office, Lee County, Mississippi.

ALSO:

Beginning at the Southwest Corner of Lot No. 61 in the City of Tupelo. Said Lot lying and being on the North side of Walnut Street in said City and being at the intersection of the North line of Walnut Street, and the East line of Madison Street, and running North 200 feet for a point of beginning; thence East 75 feet; thence North 15 feet; thence West 75 feet; thence South 15 feet to the point of beginning, and in the Northeast Quarter of Section 31, Township 9, Range 6 East, in the City of Tupelo, Lee County, Mississippi. It is intended hereby to convey a strip just North of and adjoining the property deeded by M.C. Sudduth and wife to L.P. Fain as shown by Deed Book 150, page 394, Deed Records of Lee County, Mississippi. Also intended hereby to convey the same property as that conveyed to M.C. Sudduth by Albert Ritter on May 5, 1936, as shown by deed Book 260, Page 574 of the Deed Records of Lee County, Mississippi.

ALSO:

Beginning at the Southwest Corner of Lot 61 and run East along Walnut Street 75 feet; thence run North 155 feet for a point of beginning; thence run North 60 feet; thence run East 71 feet; thence run South 60 feet; thence run West 71 feet to the point of beginning, in the Northeast Quarter of Section 31, Township 9, Range 6 East, in the City of Tupelo, Lee County, Mississippi; this being the Northern most 60 feet of the lot conveyed by N. T. Ritter and wife to Roy R. Snipes by Warranty Deed found in Book 286, Page 503, of the Land Records in the Chancery Clerk's Office of Lee County, Mississippi, according to the Harris & Thomason survey.

LESS AND EXCEPT:

Beginning at the Southwest Corner of Lot 61 in the City of Tupelo, Lee County, Mississippi, said lot lying and being on the North side of Walnut Street in said City and being at the intersection of the North line of Walnut Street and the East line of Madison Street and running thence East 75 feet; thence North 110 feet; thence West 75 feet; thence South 110 feet to the point of beginning. Lot situated in the Northeast Quarter of Section 31, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi.

Being the same property which by warranty deed dated January 21, 1986, and recorded in the Chancery Clerk's

Office for Lee County in Deed Book 1187 at Page 556 was granted and conveyed by Basil L. Fain to the grantors.

WITNESS the execution of this instrument by the duly authorized Managers/Members of BARCIA GROUP, LLC, a Mississippi limited liability company, on this the 17 day of May, 2022.

BARCIA GROUP, LLC,
A MISSISSIPPI LIMITED
LIABILITY COMPANY

BY: [Signature]
JUAN CARLOS BARCIA
Its: Member/Manager

BY: [Signature]
STEPHANIE RHEA BARCIA
ITS: Member/Manager

STATE OF ~~OKLAHOMA~~ Tennessee
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority within and for the County and State aforesaid, JUAN CARLOS BARCIA AND STEPHANIE RHEA BARCIA who acknowledged that they signed and delivered the above and foregoing instrument in their capacity as the duly authorized Members and Managers of BARCIA GROUP, LLC, a Mississippi limited liability company, on the day and year therein mentioned, after first having been duly authorized to do so by the Operating Agreement of said company.

Given under my hand and official seal, this the 17 day of May, 2022.



[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 09, 2023

CONTRACT OF PURCHASE

AGREEMENT entered into this the 26 day of April 2022, by and between the **BARCIA GROUP, LLC**, (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at 508 N. Madison Street (Parcel No. 089K-31-002-00) and situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property"):

See Legal Description Attached

1. PRICE. The purchase price of the property shall be Eighty-One Thousand Dollars (\$81,000.00) and shall be due and payable at closing.
2. CLOSING. Sellers shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller hereby agrees to pay such amount with the proceeds from the closing.
3. CLOSING COSTS. Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be paid be prorated.
4. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing. Possession shall pass at Closing.
6. COMMISSION: Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to the sale(s) contemplated in this agreement.

EXHIBIT "D"

- 7. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
- 8. ENTIRE AGREEMENT: This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.

IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

PURCHASER

SELLER




TODD JORDAN, MAYOR
CITY OF TUPELO, MISSISSIPPI
P.O. BOX 1485
TUPELO, MS 38802
(662) 841-6513

4-21-2022
DATE



BARCIA GROUP, LLC


(P) - 662-397-6692

4-26-22
DATE

ATTEST


KIM HANNA, CFO/CITY CLERK

Filed By: rmaharrey	Filed: 8/25/2022 11:38 AM	Number: 2022012059	LEE Chancery	Bill Benson	Published: 8/25/2022 12:01 PM
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Prepared By: Stephen N. Reed
Assistant City Attorney
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802

Return To: Preparer

TO THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI: Lying and Being in the SE ¼ of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi

WARRANTY DEED

GRANTOR: Mayco Enterprises, LLC
401 North Front Street
PO Box 9
Tupelo, MS 38802
Telephone: (662) 841-8844

GRANTEE: City of Tupelo, Mississippi
71 E. Troy Street
P.O. Box 1485
Tupelo, MS 38802
Telephone: (662) 841-6513

For and in consideration of Ten Dollars, (\$10.00) cash in hand paid and other good and valuable consideration accruing to both parties, the receipt and sufficiency of which is hereby acknowledged, **Mayfield Enterprises, LLC**, ("Grantor"), does by these presents, grant, convey, and warrant unto the **City of Tupelo, Mississippi**, a municipal corporation existing under the laws of the State of Mississippi ("Grantee"), the real property described herein and attached as "Exhibit A."

WITNESS THE SIGNATURE of Grantor's duly authorized representative on this the

14th day of July, 2022.

Exhibit

G

MAYCO ENTERPRISES, LLC

BY: [Signature]

STATE OF MISSISSIPPI
COUNTY OF LEE

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, on the 14th day of July, 2022, personally came and appeared Kenneth Mayfield, a representative of Mayco Enterprises, LLC and that he executed and delivered the above and foregoing document.



My Commission Expires:

September 20, 2025

(SEAL)



Commencing at a 1/2" rebar marking the Northwest Corner of Lot No. 11 of Block No. 9 of the Rea and Topp Subdivision as recorded in Plat Cabinet A, Slide A-177 in the Office of the Chancery Clerk of Lee County, Mississippi, and run thence South 01 degree 22 minutes 24 seconds East for a distance of 193.21 feet to an iron pin and a POINT OF BEGINNING; thence run South 83 degrees 02 minutes 09 seconds West for a distance of 100.48 feet to an iron pin; thence run North 88 degrees 37 minutes 36 seconds East for a distance of 300.00 feet to an iron pin; thence run North 01 degree 22 minutes 24 seconds West for a distance of 110.55 feet to an iron pin; thence run South 54 degrees 03 minutes 39 seconds West for a distance of 166.80 feet to an iron pin; thence run South 83 degrees 02 minutes 09 seconds West for a distance of 62.94 feet to the Point of Beginning; All lying and being in the Southeast Quarter of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.23 acre.



LAND EXCHANGE AGREEMENT

This Land Exchange Agreement ("Agreement") is made as of this 20 day of April, 2022, by and between Mayco Enterprises, LLC. (hereinafter "Mayco") and the City of Tupelo, Mississippi, a municipal corporation ("City"). This Agreement shall be effective on the "Effective Date," which is the date on which the last party signing this Agreement shall have signed this Land Exchange Agreement.

WHEREAS, the Mayco is the owner of that certain real property more commonly referred to as 321 Tolbert Street, City of Tupelo, Lee County, Mississippi, and a portion of which being more particularly described in Exhibit "A" attached hereto and incorporated herein, (hereinafter referred to as "Parcel 1"); and

WHEREAS, the City is the owner of that certain real property more commonly referred to as Gumtree Park, Parcel Number 089F-30-216-00, City of Tupelo, Lee County, Mississippi, and a portion of which being more particularly described in Exhibit "A" attached hereto and incorporated herein, (hereinafter referred to as "Parcel 2"); and

WHEREAS, the City and Mayco wish to exchange those portions of their properties under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINITIONS.** Parcel 1 and Parcel 2 are sometimes individually referred to hereinafter as the "Exchange Property" or collectively as the "Exchange Properties." A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

2. **THE EXCHANGE TERMS.** Mayco and the City acknowledge that Parcel 1 and Parcel 2 are of like kind and equal value. Pursuant to Section 1031 of the Internal Revenue Code, Mayco will convey Parcel 1 to the City and the City will convey Parcel 2 to Mayco at Closing. At Closing, Grantor Party will execute and deliver a general warranty deed conveying marketable title to the Exchange Property to Grantee Party. Mayco shall convey Parcel 1 to the City together with any easements or restrictions of record, free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed against the subject real property for Ten Thousand Dollars (\$10,000). The City shall convey Parcel 2 to Mayco together with any easements or restrictions of record, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed against the subject real property for Ten Thousand Dollars (\$10,000).

3. DEDICATIONS AND EASEMENTS. After the date of this Agreement, but prior to Closing, Grantor Party shall not dedicate, gift, transfer, mortgage or convey any interest in Grantor Party's Exchange Property without written consent from Grantee Party, which may be withheld for any reason.

4. TESTS. The City and Mayco shall each have the right for thirty (30) days after the date of this Agreement, or up to the date of Closing, whichever occurs first, at each party's own expense, to undertake an examination of title, environmental audit, survey, soil tests or additional due diligence inspection of the Exchange Property each party is to receive (collectively "Tests"). The Grantor Party shall, upon the execution of this Agreement, promptly furnish to the Grantee Party, any and all documents or reports which each party has in its possession which cover all or any portion of the Exchange Property to be conveyed with regard to any previous Tests. Grantor Party shall allow Grantee Party and its representatives and agents reasonable access onto the Exchange Property to conduct such Tests. Grantee Party agrees to indemnify, defend and hold Grantor Party harmless against all claims for injuries to persons on or damage to the Exchange Property caused by the Grantee Party and its agents, or caused by the Tests. If the Exchange Property is not suitable for Grantee Party's intended use of the Exchange Property, Grantee Party will furnish Grantor Party with written notice that said property is unacceptable and shall be permitted to declare this Agreement null and void and if this option is exercised, then the parties shall have no further obligations under this Agreement. Any marketability of title matter or test results not objected to by Grantee Party within the inspection period shall be deemed approved by the Grantee Party. Prior to expiration of the inspection period, Grantee Party shall deliver to Grantor Party a written statement of any objections to the test and which Grantor Party shall cure prior to closing. If Grantor Party cannot, upon the exercise of due diligence in good faith cure such objections prior to or concurrent with closing, then Grantee Party shall have the option of: (i) waiving such objections and proceeding with this Agreement or (ii) terminating this Agreement, and thereupon this Agreement shall be null and void and neither Grantor Party nor Grantee Party shall have any further obligations hereunder. Each party hereto shall be responsible for all costs associated with tests performed or examination of title expenses incurred for their individual Exchange Property they are to be conveyed.

5. EXCHANGE VALUE: Miss Code Ann. § 21-17-1(2)(b)(i) authorizes a Municipality to sell, convey or lease real property for "not less than the average of the fair market price for such property as determined by at least two (2) professional property appraisers" when the property to be sold is no longer used for municipal purposes. Additionally, Miss. Code Ann. § 43-37-3 (1)(c)(i) authorizes a municipality to purchase real property at "the lesser of the best negotiated price or the approved appraisal of the fair market value or the price at which the property is offered for sale." Parcel 1 has an appraised value of Ten Thousand Dollars (\$10,000). Parcel 2 has an averaged appraised value of Eight Thousand Eight Hundred Sixty-three Dollars and Sixty Cents (\$8,863.60).

6. TAXES. Real estate taxes on the Exchange Property prior to the date of Closing shall be paid by Grantor Party. Real estate taxes on the Exchange Property after the date of Closing shall

be paid by Grantee Party. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

7. CLOSING. Closing shall occur within forty-five (45) days from the date of this Agreement.

8. RISK OF LOSS. Risk of loss or damage to the Exchange Property shall rest with Grantor Party until the time of delivery of possession which shall be at time of closing.

9. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

10. CONDITION OF EXCHANGE PROPERTY. Grantor Party acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Property on an "AS IS" basis, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

11. DEFAULT. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

12. NON-FOREIGN STATUS. At the date of Closing, Mayco shall deliver to the City the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

13. ASSIGNMENT. This agreement shall not be assignable without the prior written consent from the parties to this agreement. An assignment by either party shall not relieve, excuse or extinguish any duty imposed or undertaken by this agreement.

14. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute,

acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Mayco and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

16. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

17. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

18. NON-MERGER. All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

20. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated below:

Mayco Enterprises, LLC.
Attn: Kenneth Mayfield
401 North Front Street, PO Box 9
Tupelo, MS 38802

City of Tupelo, Mississippi
Attn: Ben Logan
71 East Troy Street, PO Box 1485
Tupelo, MS 38802

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

22. GOVERNING LAW AND VENUE. All aspects of this Agreement shall be governed by the laws of the State of Mississippi. All actions or proceedings arising out of the terms of this agreement shall be instituted within the Courts of the Mississippi sitting in the City of Tupelo, Lee County, Mississippi.

23. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

24. TIME IS OF THE ESSENCE. The parties agree time is of the essence under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF TUPELO, MISSISSIPPI

By: Todd Jordan, Mayor
TODD JORDAN, MAYOR

Date: 4-19-2022

ATTEST:

By: Kim Hanna
KIM HANNA, CITY CLERK

Date: 4-19-2022

MAYCO ENTERPRISES, LLC.

By: Kenneth Mayfield
KENNETH MAYFIELD, MEMBER

Date: 4-20-22

DABBS ENGINEERING COMPANY, INC.

ENGINEERS | SURVEYORS | GEOTECHNICAL | MATERIALS TESTING | ENVIRONMENTAL

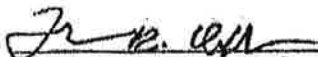
November 2, 2021

DESCRIPTION OF MAYFIELD to CITY OF TUPELO PROPERTY, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

Commencing at a ½" rebar marking the Northwest Corner of Lot No. 11 of Block No. 9 of the Rea and Topp Subdivision as recorded in Plat Cabinet A, Slide A-177 in the Office of the Chancery Clerk of Lee County, Mississippi, and run thence South 01 degree 22 minutes 24 seconds East for a distance of 193.21 feet to an iron pin and a POINT OF BEGINNING; thence run South 83 degrees 02 minutes 09 seconds West for a distance of 100.48 feet to an iron pin; thence run North 88 degrees 37 minutes 36 seconds East for a distance of 300.00 feet to an iron pin; thence run North 01 degree 22 minutes 24 seconds West for a distance of 110.55 feet to an iron pin; thence run South 54 degrees 03 minutes 39 seconds West for a distance of 166.80 feet to an iron pin; thence run South 83 degrees 02 minutes 09 seconds West for a distance of 62.94 feet to the Point of Beginning; All lying and being in the Southeast Quarter of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.23 acre.

DESCRIPTION OF CITY OF TUPELO to MAYFIELD PROPERTY, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

Commencing at a ½" rebar marking the Northwest Corner of Lot No. 11 of Block No. 9 of the Rea and Topp Subdivision as recorded in Plat Cabinet A, Slide A-177 in the Office of the Chancery Clerk of Lee County, Mississippi, and run thence South 01 degree 22 minutes 24 seconds East for a distance of 193.21 feet to an iron pin; thence run North 83 degrees 02 minutes 09 seconds East for a distance of 62.94 feet to an iron pin; thence run North 54 degrees 03 minutes 39 seconds East for a distance of 166.80 feet to an iron pin and a POINT OF BEGINNING; thence run North 01 degree 22 minutes 24 seconds West for a distance of 107.12 feet to an iron pin on the southern boundary of Tolbert Street; thence run South 88 degrees 19 minutes 13 seconds East along said street for a distance of 50.07 feet to an iron pin; thence, leaving said street, run South 01 degrees 22 minutes 24 seconds East for a distance of 70.00 feet to an iron pin; thence run South 54 degrees 03 minutes 39 seconds West for a distance of 60.72 feet to the Point of Beginning; All lying and being in the Southeast Quarter of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.10 acre.


Thomas R. Dabbs, PLS

Exhibit

A

P.O. BOX 7064 • 1050 N. Eason Blvd. - Suite 1 • Tupelo, Mississippi 38802
Phone (662) 841-0162 • Fax (662) 841-0431 • E-Mail: tdabbs@dabbsengineering.com



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben M. Logan, Title

DATE September 1, 2022

SUBJECT: IN THE MATTER OF RATIFICATION OF ENGINEERING CONTRACTS
FOR AMERICAN RESCUE PLAN ACT (ARPA) AND MISSISSIPPI
MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI)
GRANT PROGRAM

Request:

Please ratify the following contracts:

1. Engineering Solutions, Inc. (ESI)
2. Cook Coggin Engineering (CCE)
3. Dabbs Corporation

AGREEMENT FOR ENGINEERING SERVICES
CITY OF TUPELO ARPA WATER, WASTEWATER & STORM WATER

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

The OWNER intends to implement the proposed Group 3 Storm Water Infrastructure Improvements (see Exhibit A) and has employed the ENGINEERS to perform the various professional engineering services associated with the design and construction of each project as stated in Section A and Section B herein. It is understood that the project list may be adjusted by adding or removing projects as necessitated by funding availability or approval.

WITNESSETH:

That for and in consideration of the mutual covenants and promises contained herein, the parties hereto agree that the Scope of Work for this Agreement shall be the same written and issued by the OWNER and included in the City of Tupelo Request for Qualifications for Engineering Services for ARPA Water, Wastewater and Storm Water Infrastructure – RFQ 2022-031PW. To accomplish this Scope the work shall be completed as follows:

SECTION A – PLANNING AND DESIGN ENGINEERING SERVICES

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

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

5. The ENGINEERS will attend the bid opening, tabulate the bid proposals, make an analysis of the bids and furnish information for the OWNER's use in awarding the contracts for construction. The notice of award and the notice to proceed shall also be prepared by the ENGINEERS for execution by the OWNER.

SECTION B – CONSTRUCTION ENGINEERING SERVICES

That the ENGINEERS shall furnish Construction Engineering Services as follows:

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

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

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

by other parties which will be assumed to be reliable, the ENGINEERS cannot and do not warrant their accuracy.

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

SECTION C – OWNER OBLIGATIONS

That OWNER agrees to perform certain duties as follows:

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

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

The OWNER shall compensate the ENGINEER for Planning and Design Services at a percentage of the total actual construction contract amount for each individual project as shown in Exhibit B which is attached hereto and made a part of hereof by this reference.

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

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

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

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

The OWNER shall compensate the ENGINEER for Construction Engineering Services at a percentage of the total actual construction cost for each individual project as shown in Exhibit B which is attached hereto and made a part of hereof by this reference.

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

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

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

SECTION E – SPECIAL SERVICES

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

1. Preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, the CLIENT's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.
3. Services in connection with Change Orders to reflect changes requested by the CLIENT if the resulting changes in compensation for Design Engineering Services is not commensurate with the additional services rendered, and services resulting in significant delays, changes or price increases occurring as a direct result of material, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract by more than thirty days or acceleration of the work schedule involving services beyond normal working hours.
5. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.
6. Additional services in connection with the Project, including services normally provided by the CLIENT and services not provided for in this Agreement.

7. Property or topographic surveys, plats, descriptions of necessary land and easement rights with maps, plans or estimates related thereto; assistance in negotiating for land and easement rights.

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

SECTION F – GENERAL CONSIDERATIONS

1. The standard of care for engineering services performed or furnished by the ENGINEERS under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEERS make no warranties, express or implied, under this Agreement, or otherwise, in connection with the ENGINEERS' services. The ENGINEERS may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
2. The ENGINEERS shall not at any time supervise, direct or have control over any contractor's work, nor shall the ENGINEERS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for any failure of any contractor to comply with laws and regulations applicable to the contractor's work.
3. The ENGINEERS neither guarantee the performance of any contractor nor assume responsibility for any contractor's failure to furnish and perform work in accordance with the contract between the OWNER and such contractor.
4. The ENGINEERS have no authority to exercise any control over any construction contractor in connection with their health or safety precautions. The ENGINEERS' construction engineering services do not include any administration of job site safety which is the sole responsibility of the contractor. Any reference to safety in the contract document shall not create any duty of job site safety administration or oversight by the ENGINEERS. Neither the professional activities of the ENGINEERS, nor the presence of the ENGINEERS at a job site shall relieve any contractor of their obligations and responsibilities for superintending or coordinating any health or safety precautions required by any regulatory agencies.

5. In the event that it shall be necessary for either party to retain legal counsel to resolve a dispute or to enforce either's respective rights hereunder, the party prevailing upon resolution of such disputes or enforcements of such rights shall be entitled to recover payment of all reasonable attorney's fees, expenses and costs incurred therewith.

SECTION G – TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

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

1. Either the OWNER or the ENGINEERS may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar days prior written notice. The OWNER shall within 30 calendar days of termination pay the ENGINEERS for services rendered and costs incurred to the date of termination in accordance with the compensation provisions of this contract.
2. The OWNER acknowledges the ENGINEERS' construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents (record drawings) prepared under this Agreement shall become the property of the OWNER upon completion of the services and payment in full of all monies due to the ENGINEERS. The OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the ENGINEERS. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEERS, its officers, directors, employees and sub consultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ENGINEERS.
3. The ENGINEERS have not offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEERS or any of the ENGINEERS' consultants as a consequence of this Agreement.
4. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEERS respectively and its partners, successors, assigns, and legal representatives. Neither the OWNER nor the ENGINEERS shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party.
5. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

SECTION H - MANDATORY PROVISIONS FOR ALL CITY OF TUPELO CONTRACTS

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

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.
16. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by TUPELO will be posted on a public website. The

information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

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

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

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

Miss. Code Anno. 21-27-1

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

MS AG Ops. 2012-00013

In witness whereof, the parties hereto have made and executed this Agreement the _____ day of _____, 2022.

OWNER: CITY OF TUPELO

ENGINEERS: ENGINEERING SOLUTIONS, INC.

By: Todd Jordan
Todd Jordan, Mayor

By: John White
John White, PE, PS
Principal

Date: 8.31.22

Date: 8-31-22

ATTEST:

Ferris Hanna

Date: 8.31.22

EXHIBIT A**GROUP 1****Water:**

Replace 12" Water Line from Lumpkin to Thomas on West Jackson Street.	\$ 600,000
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Wastewater:

Replace concrete sewer outfall line from Highway 45 to North Gloster Street	\$2,100,000
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Replace Pressure Sewer Line from SW Pump Station to South Gloster Street	\$5,000,000
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Storm Water (Possible combination with wastewater improvements):

Rip Rap/Gabion from Lumpkin to Kings Creek	\$1,200,000
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GROUP 2**Storm Water:**

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

Ridgeway Drive pipe replacement	\$ 150,000
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GROUP 3**Storm Water:**

Cooper Tire reshape and rip rap ditch	\$1,250,000
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Haven Acres reshape and rip rap ditch	\$1,350,000
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Mitchell Road pipe drain upgrade and replacements	\$ 300,000
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Gun Club Road box culvert upgrades	\$ 450,000
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Barnes Crossing box culvert upgrades	\$ 750,000
--------------------------------------	------------

Medical Park pipe replacement	\$ 200,000
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Danielle Cove replace pipe and rip rap downstream	\$ 450,000
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EXHIBIT B

BASIC ENGINEERING & INSPECTION FEES
FOR
MISSISSIPPI DEVELOPMENT AUTHORITY
ON PROJECTS FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Updated March-2013

ESTIMATED CONSTRUCTION COST	DRAINAGE,SEWER AND WATER PROJECTS (% of Construction)		ESTIMATED CONSTRUCTION COST	DRAINAGE,SEWER AND WATER PROJECTS (% of Construction)	
	DESIGN	INSPECTION		DESIGN	INSPECTION
LESS THAN \$100,000	12.4	7.8			
\$100,000	11.4	6.8	\$800,000	8.8	4.5
\$125,000	11.2	6.5	\$825,000	8.8	4.5
\$150,000	11.1	6.3	\$850,000	8.8	4.5
\$175,000	10.9	6.0	\$875,000	8.7	4.4
\$200,000	10.7	5.7	\$900,000	8.7	4.4
\$225,000	10.6	5.6	\$925,000	8.7	4.4
\$250,000	10.6	5.4	\$950,000	8.6	4.4
\$275,000	10.5	5.3	\$975,000	8.6	4.3
\$300,000	10.4	5.1	\$1,000,000	8.5	4.3
\$325,000	10.3	5.1	\$1,250,000	8.4	4.1
\$350,000	10.1	5.0	\$1,500,000	8.3	4.0
\$375,000	10.0	5.0	\$1,750,000	8.1	3.8
\$400,000	9.8	4.9	\$2,000,000	8.0	3.6
\$425,000	9.7	4.9	\$2,500,000	7.9	3.4
\$450,000	9.6	4.9	\$3,000,000	7.7	3.2
\$475,000	9.5	4.8	\$3,500,000	7.6	3.1
\$500,000	9.4	4.8	\$4,000,000	7.4	2.9
\$525,000	9.4	4.8	\$4,500,000	7.1	2.7
\$550,000	9.3	4.8	\$5,000,000	7.1	2.7
\$575,000	9.3	4.7	\$5,500,000	7.1	2.7
\$600,000	9.2	4.7	\$6,000,000	7.1	2.6
\$625,000	9.1	4.7	\$6,500,000	7.1	2.6
\$650,000	9.1	4.7	\$7,000,000	7.0	2.5
\$675,000	9.1	4.6	\$7,500,000	7.0	2.5
\$700,000	9.0	4.6	\$8,000,000	6.9	2.4
\$725,000	9.0	4.6	\$8,500,000	6.9	2.4
\$750,000	8.9	4.6	\$9,000,000	6.8	2.3
\$775,000	8.9	4.5	\$9,500,000	6.8	2.3
\$800,000	8.8	4.5	\$10,000,000	6.7	2.2

EXHIBIT C**STANDARD RATES AND CHARGES FOR
ENGINEERING SERVICES**

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

REIMBURSABLE EXPENSES

1. Travel from office at \$0.58 per mile, plus actual out-of-pocket cost, plus time at above rates for both ways, for time spent on Additional Services. *Note: this does not apply to normal project activities.*
2. Actual cost of mileage (at \$0.58/mile), subsistence and lodging if required by travel outside a 50-mile radius of Project location.
3. Actual costs of special tests and services of special consultants.

City of Tupelo, Mississippi
Professional Services Agreement For
ARPA MCWI Grant Program – General Program Services
Agreement

PROJECT NUMBER: 1007-2203DATE: August 23, 2022**A. GENERAL**

This Agreement is for professional services by Dabbs Corporation (1050 N. Eason Blvd., Tupelo, MS 38804), after this called “DC”, to be provided to City of Tupelo Public Works Department (604 Crossover Rd., Tupelo, MS 38801), after this called the “City”, to include professional services related to the development, planning, grant application, environmental evaluation, design and construction phases for the referenced projects in regards to the ARPA Municipal Water and Infrastructure (MCWI) Grant Program for the City of Tupelo, Mississippi. The MCWI Grant Program has been developed by the State of Mississippi (MDEQ / MDH) related to water, wastewater and storm drainage infrastructure projects to be funded as part of the American Rescue Plan Act (ARPA).

The project will include the development of design related criteria, environmental information, and other project related data, including cost estimates, project schedules, etc., to assist the City in the development of project data to be submitted by the City for MCWI grant applications for each respective project. Furthermore, the project will also include additional phases of work as necessary to provide the required permitting, survey, design information, etc. to solicit bids for the future construction of each respective project. Construction inspection / representation will also be provided by DC as defined for each individual project.

This Agreement shall provide the basis for the services to be provided by DC as related to the ARPA MCWI Grant Program and related projects. Specific services and related information will be defined under future Delivery Orders issued to the City by DC for each subsequent phase of the program and / or for specific services related to individual projects that will be made part of this Agreement. Delivery Orders shall be approved under this Agreement providing that each individual Delivery Order meets the general terms of this General Program Services Agreement. Should services be required by the City that are outside the terms and related scope of this Agreement, the City may be required to provide future approval for an amended Agreement/Delivery Order, Additional Services and/or a separate agreement.

DC shall provide the necessary professional services as directed by the City of Tupelo Public Works Department for the projects defined within Paragraph B – Scope of Work herein and, if necessary, any Additional Services that may be directed by the City, per the terms identified in Paragraph D – Payment for Services.

B. SCOPE OF WORK

1.0 INTRODUCTION

- 1.1 Project:** ARPA MCWI related services will be provided by DC as defined within this Agreement and subsequent Work Orders for water, sanitary sewer and storm sewer projects as authorized for the program by the City. These projects include, but are not limited to, the following infrastructure improvements projects:

- 1.1-1 Robins Field Arch Pipe Repairs/Improvements*
- 1.1-2 Holly Hill Drainage Pipe Project*
- 1.1-3 Gum Tree Park Drainage Pipe Project*
- 1.1-4 Ford Circle Drainage Pipe Project*
- 1.1-5 City Park Drainage Pipe Project*
- 1.1-6 Van Buren Drainage Pipe Project*
- 1.1-7 Ridgeway Drive Drain Pipe Replacement*

Additional projects designated for the ARPA MCWI program by the City as authorized by the City Council shall be included in the scope of services completed by DC per the terms of this Agreement as directed by the Owner.

- 1.2 Purpose:** The purpose of this Scope of Work (SOW) is to provide professional services related to the development of planning, environmental and engineering data as related to the applications, design, bidding/contracting and construction of proposed infrastructure projects via the ARPA MCWI Grant Program. DC will assist the City in the development and implementation of projects in a manner that meets the terms and requirements of the ARPA MCWI Grant Program.
- 1.3 Project Location:** All work shall be within the existing Tupelo City Limits and shall be defined more specifically in subsequent Delivery Orders that are issued by the City to DC as part of this Agreement.

- 2.0 SCOPE OF SERVICES:** The general Project Services shall include the following:
- 2.1 *Planning Components*** – DC shall provide preliminary design and related services to the City as required to provide the necessary project data / information to complete the ARPA MCWI Grant Program applications. The ARPA MCWI online application portal is set to be open from September 1 – 30, 2022 for the City to provide the necessary project information to complete the applications.
- 2.2 *Environmental Review Services*** – Headwaters, Inc. will offer pre-permitting services to include the schematic evaluation of projects and related potential environmental considerations for each project. Headwaters shall provide assessment of potential

permitting and related information to the City as necessary / required to complete the applications.

- 2.3 *Environmental Permitting Services*** – Based on preliminary environmental assessment services and individual project conditions, Headwaters, Inc. will environmental and related permitting services only as required for each project. Headwaters shall provide assessment of potential permitting and related information to the City as necessary / required to complete the applications.
- 2.4 *Topographic Survey*** – DC will provide topographic survey information to support the planning, design and construction phases of the projects that are defined in section 1.1 herein.
- 2.5 *Geotechnical / Materials Testing Services*** – DC will provide the necessary geotechnical information and materials testing, if required, to support the planning, design and construction phases of the projects that are defined in section 1.1 herein.
- 2.6 *Design Phase Services*** – DC will provide design information, including the development of contract documents, project drawings as required for each project, technical specifications, and related information as required for the projects that are defined in section 1.1 herein.
- 2.7 *Bidding / Contracting Services*** – DC will assist the City in the development of bid documents and related information as required for the solicitation of bids/price quotes for the procurement of contractors as required for the projects that are defined in section 1.1 herein.
- 2.8 *Construction Services*** – DC will provide construction management and inspection for the duration of the construction contracts as required for the projects that are defined in section 1.1 herein.
- 2.9** Services for this Agreement is based on the premise that all Project areas for each individual projects lie within existing easements, ROWs, fee-simple property, etc. owned and maintained by the City of Tupelo. This scope of services does not include boundary survey or property/easement preparation related to the procurement of ROWs, easements, etc.
- 3.0 DELIVERY ORDERS / SPECIAL CONSIDERATIONS:**
- 3.1** As part of this Agreement, DC shall submit Delivery Orders for specific services as required for the City to meet the requirements of the ARPA MCWI Grant Program. Delivery Orders shall define specific services, project schedules, fees, etc. based on the terms of this Agreement for specific services and/or specific projects. Delivery Orders shall be submitted and approved by the City under this Agreement and shall be provided based on the specific needs/improvements as required to meet the requirements, terms, goals and objectives of the City of Tupelo and the MCWI Grant Program.

- 3.2 All original materials, visual aids, materials, and text developed in performance of the tasks listed herein will be the property of the OWNER, and will not be used, distributed, or published without the specific authorization of the OWNER.
- 3.3 The Consultant may provide additional professional services if directed by the City. As these or other specific professional services are required by the Owner, a new agreement, or supplemental agreement, shall be completed between the Owner and Consultant. Services related to the specific tasks for each subsequent phase of the Project shall be completed under the schedule and terms of payment defined in each individual Delivery Order or separate agreement.
- 4.0 **SCHEDULE OF WORK:** Upon the execution of this Agreement, DC shall initiate the services necessary to complete the tasks related to the data collection and corresponding professional services as instructed by the City. DC shall provide the planning, pre-permitting environmental assessment, survey and related information to the City within 30 days as required to submit the pertinent project data to the City to complete the Grant Program applications prior to September 30, 2022. Project and related schedules for subsequent services shall be defined under each Work Order based on the scope of services included therein.
- 5.0 **ADDITIONAL SERVICES:**
- 5.1 The City may request/direct DC to provide Additional Services not included herein and/or solicit services outside of this Agreement in order to facilitate necessary and/or critical design or construction improvements related to individual projects and services.
- 5.2 Additional Services shall only be provided by DC as directed in writing, including email directives, by the City and shall be completed in accordance with associated fee compensation methods and fee amounts that are approved by the City for each additional service.

C. PROJECT TERM / PAYMENT FOR SERVICES

The Agreement shall include services to be provided by DC as defined herein for the period beginning with the execution of the Agreement by the City until the final closeout of construction phase work for each individual project included in section 1.1 herein unless amended in writing by both parties.

Professional services completed under this Agreement shall be provided either via (1.) Time and Materials Basis and/or (2.) Fixed Fee Basis for the services included herein. Specific formats of payment for services and related fees shall be defined under each individual Delivery Order based on the services defined therein. Any additional services shall be provided on a Time and Materials basis per the terms of this Agreement.

Fixed Fee based fees shall be determined as required and included in individual Delivery Orders based on the terms agreed to by DC and the City. As part of the pre-design services (planning components and application phase), DC shall assist the City in providing project

data, including project schedules and estimated project construction costs. For Delivery Orders that are completed via Fixed fee basis, the total fee for engineering design and construction phase services shall be derived in accordance with Table I / IR of the CDBG Engineering Fee Schedule. Fixed fee Delivery Orders with total design and construction engineering fees shall be based on the percentages included in the CDBG Schedule relative to the proposed construction cost for each project. Proposed construction costs will be determined by the Engineer and agreed to by the Owner as part of the pre-design services / application phase for each project.

Pre-design services, including Planning Components and Environmental Services, Delivery Orders shall be completed via Time and Materials based services and shall be in accordance with Exhibit B – Rate Schedules for any services provided by DC and/or Headwaters, Inc. as part of this Agreement and all related work orders. Time and Materials Rate Schedules may be adjusted annually in January of each year given that this program may be a multi-year program.

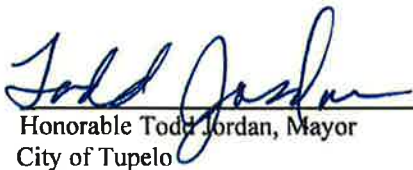
Direct expenses and/or material costs, including printing, reproducible drawings, equipment, other consultants, etc. shall be reimbursed at the actual cost of such expense. The Owner agrees to pay DC in accordance with the included hourly rates and the assessed time and expense backup data to be provided by DC on a monthly basis. Payment shall be made within 30 days of receipt of invoice and shall be based on no other consideration other than DC's ability to provide the services as defined herein.

D. ATTACHMENTS – The following attachments are made part of this Agreement:

- 1.0 Exhibit A – General Terms and Conditions**
- 2.0 Exhibit B – Rate Schedules for Time & Materials / Additional Services**


E. ACCEPTANCE OF AGREEMENT

CITY OF TUPELO



 Honorable Todd Jordan, Mayor
 City of Tupelo

DABBS CORPORATION



 Dustin D. Dabbs, PE
 President

Final signed 9.2.22

 Attest

**BASIC ENGINEERING & INSPECTION FEES
FOR
MISSISSIPPI DEVELOPMENT AUTHORITY
ON PROJECTS FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Updated March-2013

ESTIMATED CONSTRUCTION COST	DRAINAGE,SEWER AND WATER PROJECTS (% of Construction)		ESTIMATED CONSTRUCTION COST	DRAINAGE,SEWER AND WATER PROJECTS (% of Construction)	
	DESIGN	INSPECTION		DESIGN	INSPECTION
LESS THAN \$100,000	12.4	7.8			
\$100,000	11.4	6.8	\$800,000	8.8	4.5
\$125,000	11.2	6.5	\$825,000	8.8	4.5
\$150,000	11.1	6.3	\$850,000	8.8	4.5
\$175,000	10.9	6.0	\$875,000	8.7	4.4
\$200,000	10.7	5.7	\$900,000	8.7	4.4
\$225,000	10.6	5.6	\$925,000	8.7	4.4
\$250,000	10.6	5.4	\$950,000	8.6	4.4
\$275,000	10.5	5.3	\$975,000	8.6	4.3
\$300,000	10.4	5.1	\$1,000,000	8.5	4.3
\$325,000	10.3	5.1	\$1,250,000	8.4	4.1
\$350,000	10.1	5.0	\$1,500,000	8.3	4.0
\$375,000	10.0	5.0	\$1,750,000	8.1	3.8
\$400,000	9.8	4.9	\$2,000,000	8.0	3.6
\$425,000	9.7	4.9	\$2,500,000	7.9	3.4
\$450,000	9.6	4.9	\$3,000,000	7.7	3.2
\$475,000	9.5	4.8	\$3,500,000	7.6	3.1
\$500,000	9.4	4.8	\$4,000,000	7.4	2.9
\$525,000	9.4	4.8	\$4,500,000	7.1	2.7
\$550,000	9.3	4.8	\$5,000,000	7.1	2.7
\$575,000	9.3	4.7	\$5,500,000	7.1	2.7
\$600,000	9.2	4.7	\$6,000,000	7.1	2.6
\$625,000	9.1	4.7	\$6,500,000	7.1	2.6
\$650,000	9.1	4.7	\$7,000,000	7.0	2.5
\$675,000	9.1	4.6	\$7,500,000	7.0	2.5
\$700,000	9.0	4.6	\$8,000,000	6.9	2.4
\$725,000	9.0	4.6	\$8,500,000	6.9	2.4
\$750,000	8.9	4.6	\$9,000,000	6.8	2.3
\$775,000	8.9	4.5	\$9,500,000	6.8	2.3
\$800,000	8.8	4.5	\$10,000,000	6.7	2.2

AGREEMENT FOR ENGINEERING SERVICES

This agreement, made by and between CITY OF TUPELO, located in LEE County, Mississippi, hereinafter referred to as the Owner and Cook Coggin Engineers, Inc., a Mississippi corporation, hereinafter referred to as the Engineers.

The Owner intends to construct water, sewer and drainage improvements (reference PROJECT DESCRIPTIONS below), utilizing funding from the American Rescue Plan Act (ARPA) and has employed the Engineers, who agree to perform the various professional engineering services required for the design and construction of the work, as stated herein;

PROJECT DESCRIPTIONS*

Replace 12" Waterline from Lumpkin to Thomas on West Jackson Street

Replace Concrete Sewer Outfall from Hwy 45 to North Gloster Street

Replace Pressure Sewer Line from SW Pump Station to South Gloster Street

Rip Rap/ Gabion from Lumpkin to Kings Creek

**Project Descriptions describe projects approved by the City of Tupelo Council for design and construction. Any other projects approved by the Council under this program will also be included under this AES and the fees calculated per the City of Tupelo's ARPA Fee Table. (See attachment I)*

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - PLANNING AND DESIGN ENGINEERING SERVICES

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

1. The Engineers will perform the necessary design investigations, accomplish the design and prepare the construction plans, specifications and contract documents. Design investigations will be limited to those required to perform the design and to prepare the plans and specifications.
2. The Engineers will prepare an opinion of probable cost based on the construction plans and specifications. However, since the Engineers have no control over the cost of labor, materials, equipment, services provided by others or over contractors' pricing methods, or over market conditions or competitive bidding, the opinion of probable cost will be based on the Engineers' professional experience and judgment; but the Engineers cannot and do

CCE AES 0822	3-09934-22P 3-09935-22P	
City of Tupelo	3-09936-22P 3-09394-17M	Page 1 of 11
	9.2.2022	

not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by them.

3. Prior to the advertisement for bids, the Engineers will provide the necessary copies of plans, specifications, and contract documents for the Owner and the appropriate Federal, State, and local agencies from whom approval of the project must be obtained.
4. The Engineers will furnish additional copies of the plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge the prospective bidders for such copies.
5. The Engineers will attend the bid opening, tabulate the bid proposals, make an analysis of the bids and furnish information for the Owner's use in awarding the contracts for construction.
6. After award of each contract, the Engineers will furnish the Owner the necessary contract documents for execution. The notice of award and the notice to proceed shall also be prepared by the Engineers for execution by the Owner.

SECTION B – CONSTRUCTION INSPECTION SERVICES

That the Engineers shall furnish Construction Inspection Services as follows:

1. The Engineers will provide general construction overview of the work of the Contractor as construction progresses by making site visits at intervals appropriate to the various stages of construction as the Engineers deem necessary, in order to observe as an experienced and qualified professional, the progress and quality of the Work. Such visits and observations are not intended to be exhaustive but rather shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such overview shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract.
2. The Engineers will review for general conformance with the design concept necessary shop and working drawings furnished by the Contractor.
3. The Engineers will provide bench marks and/or reference points to be used by the Contractor in staking the construction.
4. The Engineers will review the Contractor's estimates for progress and final payments.
5. The Engineers will make final review of the completed construction and provide a written record of such to the Owner.

immediately after the Engineers provide the analysis of the bids and furnish information for awarding the Contract.

Payment under this section will be adjusted after the construction contracts are awarded such that the aggregate of all sums paid to the Engineers under this section will not exceed 100% of the compensation determined on Construction Contract Amount (Base Bid plus Additive Alternates, if any).

If the work is bid in multiple projects, contracts or phases, each project, contract or phase will be considered a separate project regarding compensation.

If the work is not let for public contract, compensation will be based on the Engineer's Construction Cost Estimate (Base Bid plus Additive Alternates, if any).

SECTION E - COMPENSATION FOR CONSTRUCTION INSPECTION SERVICES

That the Owner shall compensate the Engineers for construction inspection services based on percentages of Total Actual Construction Cost as shown in Table 2 set forth in Attachment I.

The compensation for construction phase inspection services shall be paid on a periodic basis during the construction period based on percentage ratios identical to those approved by the Engineers as a basis upon which to make partial payments to the Contractor.

SECTION F - SPECIAL SERVICES

That, the Engineers shall furnish or obtain from others Special Services of the following types which will be paid for by the Owner as indicated below.

1. Services provided in conjunction with the Clearing House Environmental Reporting, Environmental Review Process and related reporting, which may include, but not limited to, Cultural Resource Survey; Preliminary Wetland Delineation....etc.
2. Provisions of topographies, soils investigations, environmental assessments, stormwater pollution prevention plans and permit applications, wetlands and flood plains determination.
3. Provision of property surveys, plats, descriptions of needed land and easement rights with maps or plans related thereto; assistance in negotiating for land and easement rights.
4. Provision of roadway and railroad permit applications and assistance in administration of permit requirements and making changes to active permits.
5. Preparing to serve or serving as a consultant or witness for the Owner in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.

6. Services associated with preparation of Anti-degradation Report and NPDES Permit Application.
7. Development of hydraulic assessments and/or hydraulic models and conducting hydraulic simulations to assess existing system deficiencies and to determine improvements needed to satisfy minimum regulatory requirements and/or system specific design criteria.
8. Design engineering services in connection with change orders to reflect modifications of the ongoing project.
9. Field and laboratory testing for quality control such as soil density and construction material tests.
10. Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract by more than thirty days, or acceleration of the work schedule involving services beyond normal working hours.
11. Planning and design engineering services as set out under Section A to modify the construction documents for re-bid processes.
12. Services rendered in conjunction with start-up, operator training and preparation of operation and maintenance manuals.
13. Services in connection with preparing, re-formatting modifying or editing the construction documents for electronic or online bidding purposes.
14. Additional services in connection with the Project not otherwise provided for in this Agreement.

Payment for the special services specified in this section shall be based on the Special Services fee Schedule as set forth in Attachment II which is attached hereto and made a part hereof by reference. The Engineers will render to the Owner an itemized bill for such services.

SECTION G - GENERAL CONSIDERATIONS

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

nor for any failure of any contractor to comply with laws and regulations applicable to the contractor's work.

3. The Engineers neither guarantee the performance of any contractor nor assume responsibility for any contractor's failure to furnish and perform work in accordance with the contract between the Owner and such contractor.
4. The Engineers have no authority to exercise any control over any construction contractor in connection with their health or safety precautions. The Engineers' construction engineering services do not include any administration of jobsite safety which is the sole responsibility of the contractor. Any reference to safety in the contract document shall not create any duty of jobsite safety administration or oversight by the Engineers. Neither the professional activities of the Engineers, nor the presence of the Engineers at a jobsite shall relieve any contractor of their obligations and responsibilities for superintending or coordinating any health or safety precautions required by any regulatory agencies.

SECTION H - TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

The Owner and the Engineers further agree to the following conditions:

1. Either the Owner or the Engineers may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar day prior written notice. The Owner shall within 30 calendar days of termination pay the Engineers for services rendered and costs incurred to the date of termination in accordance with the compensation provisions of this contract.
2. The Owner acknowledges the Engineers' construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents (record drawings) prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Engineers. The Owner shall not reuse or make any modification to the construction documents without the prior written authorization of the Engineers. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineers, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the written authorization of the Engineers.
3. The Engineers have not offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineers or any of the Engineers' consultants as a consequence of this Agreement.
4. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineers respectively and its partners, successors, assigns, and

legal representatives. Neither the Owner nor the Engineers shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party.

- 5. This Agreement may be amended with mutual consent to conform to funding agency requirements.
- 6. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

In witness whereof the parties hereto have made and executed this Agreement the _____ day of _____, 2022.

Owner: City of Tupelo

Engineer: Cook Coggin Engineers, Inc.

By: Todd Jordan

By: _____

Todd Jordan, Mayor

John Mark Weeden, Principal

Type Name & Title

Type Name & Title

Attest: Kim Hanna

Kim Hanna, CFO

Type Name & Title

Physical Address: 71 East Troy Street
Tupelo, MS 38804

Physical Address: 703 Crossover Road
Tupelo, MS 38801

Mailing Address: 71 East Troy Street
Tupelo, MS 38804

Mailing Address: P. O. Box 1526
Tupelo, MS 38801

Phone: (662) 841-6513
FAX: (662) 840-2075
Email: todd.jordan@tupeloms.gov

Phone: (662) 842-7381
FAX: (662) 844-4564
Email: mweeden@cookcoggin.com

**COOK COGGIN ENGINEERS, INC.
ENGINEERING SERVICES FEES SCHEDULE
ARPA FEES TABLE**

BASIC ENGINEERING & INSPECTION FEES
FOR
MISSISSIPPI DEVELOPMENT AUTHORITY
ON PROJECTS FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Updated March-2013

ESTIMATED CONSTRUCTION COST	DRAINAGE, GAS, SEWER AND WATER PROJECTS (% of Construction)		ESTIMATED CONSTRUCTION COST	DRAINAGE, GAS, SEWER AND WATER PROJECTS (% of Construction)	
	DESIGN	INSPECTION		DESIGN	INSPECTION
LESS THAN \$100,000	12.4	7.8			
\$100,000	11.4	6.8	\$800,000	8.8	4.5
\$125,000	11.2	6.5	\$825,000	8.8	4.5
\$150,000	11.1	6.3	\$850,000	8.8	4.5
\$175,000	10.9	6.0	\$875,000	8.7	4.4
\$200,000	10.7	5.7	\$900,000	8.7	4.4
\$225,000	10.6	5.6	\$925,000	8.7	4.4
\$250,000	10.6	5.4	\$950,000	8.6	4.4
\$275,000	10.5	5.3	\$975,000	8.6	4.3
\$300,000	10.4	5.1	\$1,000,000	8.5	4.3
\$325,000	10.3	5.1	\$1,250,000	8.4	4.1
\$350,000	10.1	5.0	\$1,500,000	8.3	4.0
\$375,000	10.0	5.0	\$1,750,000	8.1	3.8
\$400,000	9.8	4.9	\$2,000,000	8.0	3.6
\$425,000	9.7	4.9	\$2,500,000	7.9	3.4
\$450,000	9.6	4.9	\$3,000,000	7.7	3.2
\$475,000	9.5	4.8	\$3,500,000	7.6	3.1
\$500,000	9.4	4.8	\$4,000,000	7.4	2.9
\$525,000	9.4	4.8	\$4,500,000	7.1	2.7
\$550,000	9.3	4.8	\$5,000,000	7.1	2.7
\$575,000	9.3	4.7	\$5,500,000	7.1	2.7
\$600,000	9.2	4.7	\$6,000,000	7.1	2.6
\$625,000	9.1	4.7	\$6,500,000	7.1	2.6
\$650,000	9.1	4.7	\$7,000,000	7.0	2.5
\$675,000	9.1	4.6	\$7,500,000	7.0	2.5
\$700,000	9.0	4.6	\$8,000,000	6.9	2.4
\$725,000	9.0	4.6	\$8,500,000	6.9	2.4
\$750,000	8.9	4.6	\$9,000,000	6.8	2.3
\$775,000	8.9	4.5	\$9,500,000	6.8	2.3
\$800,000	8.8	4.5	\$10,000,000	6.7	2.2

**ENGINEER SERVICES FEE SCHEDULE
2022 PER DIEM RATES**

<u>CLASSIFICATION</u>	<u>RATE</u>	<u>CHARGE</u>
Sr. Professional Engineer	\$175	per hour
Professional Engineer Lvl 2	\$145	per hour
Professional Engineer Lvl 1	\$115	per hour
Engineer Lvl 2	\$105	per hour
Engineer Lvl 1	\$90	per hour
Professional Land Surveyor	\$125	per hour
Professional Geologist	\$140	per hour
Senior Civil Engineer Technician	\$80	per hour
Civil Engineer Technician	\$70	per hour
Sr. Designer	\$95	per hour
Designer	\$70	per hour
CADD (Operator)	\$55	per hour
Sr. Project Administrator	\$125	per hour
Project Administrator	\$90	per hour
Sr. Engineer's Representative	\$90	per hour
Engineer's Representative	\$70	per hour
Contract Administrator Lvl 2	\$95	per hour
Contract Administrator Lvl	\$65	per hour
Clerical	\$65	per hour
GIS Specialist	\$85	per hour
GPS/GIS Technician	\$80	per hour
Aerial Drone Technician	\$90	per hour
Sr. Lab Technician	\$80	per hour
Lab Technician	\$50	per hour
Survey Crew Chief	\$80	per hour
Survey Crew Member	\$65	per hour
Boring Rig	\$150	per hour
Passenger Vehicle Mileage	\$0.575	per mile
Boring Rig Mileage	\$3.00	per mile

Actual cost of special test and services of special consultants plus 15%

Rates are subjected to CPI adjustment annually.

2022 Material Testing Services Fee Schedule (Continued)**Travel:**

Mileage - Passenger Vehicle	\$ 0.575	Per Mile
Boring Rig	\$ 2.00	Per Mile

Equipment Time:

Boring Rig**	\$ 150.00	Per Hour
Asphalt Coring Rig**	\$ 65.00	Per Hour

Technician Time:

Professional Geologist	\$ 140.00	Per Hour
Sr. Lab Technician	\$ 80.00	Per Hour
Lab Technician	\$ 50.00	Per Hour
Field Technician	\$ 70.00	Per Hour

* Additional charges for Personnel Time and Travel apply.

** 4-hour Minimum plus Personnel Time and Travel apply.

Tests conducted and reported per applicable ASTM or AASHTO standards.

Rates are subject to adjustment annually.

2022 REIMBURSABLE EXPENSE SCHEDULE

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8" x 11" Copies/Impressions (B&W)	\$ 0.25 /page
8" x 11" Copies/Impressions (Color)	\$ 1.00/page
11" x 17" Copies/Impressions (B&W)	\$ 0.50/page
11" x 17" Copies/Impressions (Color)	\$ 2.00/page
Larger Format Drawings (B&W)	\$ 0.75/sq. ft.
Larger Format Drawings (Color)	\$ 3.00/sq. ft.
Air Transportation	at cost
Meals and Lodging	at cost

Rates indicated do not include any applicable personnel related expenses.

Reimbursable Expenses are subject to review and adjustment annually.

**ORDINANCE AMENDING PROVISIONS OF CHAPTER 7, ARTICLE
VIII MECHANICAL CODE, ARTICLE IX RESIDENTIAL CODE AND
ARTICLE XII RENTAL HOUSING CODE OF THE CITY OF TUPELO,
MISSISSIPPI**

WHEREAS, Miss. Code Anno. §§ 17-2-4 and 17-2-5 (1972 as amended) require municipalities to adopt and enforce minimum standards for building construction; and

WHEREAS, Miss. Code Anno. § 21-19-25 (1972 as amended) grants municipalities the power to adopt health, safety and welfare codes, including building codes; and

WHEREAS, on September 18, 2018, the City of Tupelo adopted the 2018 International Mechanical Code as Chapter 7, Article VIII, Sec. 7-131 of its Code of Ordinances to address requirements for mechanical equipment in buildings and structures; and

WHEREAS, on September 18, 2018, the City of Tupelo adopted the 2018 International Residential Code as Chapter 7, Article VIII, Sec. 7-133 of its Code of Ordinances to address requirements for all new construction of one and two family dwellings; and

WHEREAS, on November 1, 2011, the City of Tupelo adopted the Rental Housing Code as Chapter 7, Article XII of its Code of Ordinances to establish base standards for all rental housing units located within the City of Tupelo, Mississippi, including manufactured homes, single family homes and multifamily units; and

WHEREAS, the Department of Development Services and the License Commission have reviewed and considered information regarding the need to revise certain provisions of each of these codes to require domestic cooking and exhaust equipment in all new construction of one and two family dwellings and multifamily units, and all rental housing units located within the City of Tupelo, Mississippi, including manufactured homes, single family homes and multifamily units; and

WHEREAS, the City Council finds and determines that it is reasonable, fair and necessary to amend the provisions referenced below in order to protect the public health, safety and general welfare of the city.

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

SECTION 1. The prefatory statements are incorporated herein by reference.

SECTION 2. Code of Ordinances, Chapter 7, Article VIII, Section 7-132 shall be amended to delete “Reserved.” and be replaced by the following language:

Section 7-132.

2018 International Mechanical Code Section 505.2 shall be amended to read:

Domestic cooking exhaust equipment shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. It shall comply with the following as applicable:

- 1. The fan for overhead range hoods and downdraft exhaust equipment not integral with the cooking appliance shall be listed and labeled in accordance with UL 507.**
- 2. Overhead range hoods and downdraft exhaust equipment with integral fans shall comply with UL 507.**
- 3. Domestic cooking appliances with integral downdraft exhaust equipment shall be listed and labeled in accordance with UL 858 or ANSI Z21.1.**
- 4. Microwave ovens with integral exhaust for installation over the cooking surface shall be listed and labeled in accordance with UL 923.**

SECTION 3. Chapter 7, Article IX Section 7-134 shall be amended to delete “Reserved.” and be replaced by the following language:

Section 7-134

2018 International Residential Code Section M1503.2 shall be amended to read:

Domestic cooking exhaust equipment shall be installed where cooking appliances produce grease or smoke as a result of the cooking process. It shall comply with the following as applicable:

- 1. The fan for overhead range hoods and downdraft exhaust equipment not integral with the cooking appliance shall be listed and labeled in accordance with UL 507.**
- 2. Overhead range hoods and downdraft exhaust equipment with integral fans shall comply with UL 507.**
- 3. Domestic cooking appliances with integral downdraft exhaust equipment shall be listed and labeled in accordance with UL 858 or ANSI Z21.1.**
- 4. Microwave ovens with integral exhaust for installation over the cooking surface shall be listed and labeled in accordance with UL 923.**

SECTION 4: Chapter 7, Article XII, Sec.7-216 (e) of the Rental Code shall be amended to read:

(e) *Oven and range or stove.*

(1) Every kitchen or kitchen area shall be equipped with a cooking oven and range or a stove properly connected and in sound condition. If the oven and range or stove is provided by the tenant per the rental agreement, the owner, agent or manager is exempt from the provisions of this section.

(2) Every oven and range or stove shall be equipped with an overhead range hood or downdraft exhaust equipment to vent grease and smoke from the kitchen or kitchen area and shall comply with Section 505.2 of the 2018 International Mechanical Code and Section M1503.2 of the 2018 International Residential Code.

(3) Freestanding or built-in ranges shall have a vertical clearance above the cooking top of not less than 30 inches to unprotected combustible material.

SECTION 5. This amendatory ordinance has been articulated to be consistent with the constitution and laws of the State of Mississippi. The City Council finds that this amendatory ordinance does not violate any provision of the United States Constitution and federal law. In the event that any court of competent jurisdiction finds that any provision of this amendatory ordinance is unconstitutional or invalid, the remainder shall stay in full force and effect.

SECTION 6. This ordinance shall become effective on the thirtieth (30th) day following the adoption hereof. The City Council Clerk shall cause the ordinance to be published one (1) time in a local newspaper with a general circulation.

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

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

Whereupon, the motion having received a majority of affirmative votes, the President of
the Council declared that the Ordinance had been passed and adopted on this the 6th day of
September, 2022.

CITY OF TUPELO, MISSISSIPPI

BY: _____

Lynn Bryan, President



ATTEST:

Missy Shelton
Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan, Mayor
Todd Jordan, Mayor

DATE

9-7-2022