

REGULAR COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

MARCH 16, 2021

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, March 16, 2021, at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Mike Bryan and Willie Jennings; Attorney Ben Logan and Missy Shelton, Clerk of the Council.

Councilman Willie Jennings led the invocation, and Councilman Markel Whittington led the pledge of allegiance.

President Mike Bryan called the meeting to order at 6:00 PM.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilman Palmer moved, seconded by Councilman Whittington, to confirm the agenda and agenda order. The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

IN THE MATTER OF RED CROSS MONTH PROCLAMATION

Mayor Jason Shelton presented a proclamation for Red Cross Month to Representative KC Grist.

APPENDIX A

RECOGNITION GIRL/BOY SCOUTS

Councilman Lynn Bryan introduced members of Boy Scout Troop #12. Attending the meeting were Jackson Root, Tripp Riles and Dawson Tackitt, who are working toward the Citizenship in the Community and Communications merit badge. They were accompanied by Counselor Duke Loden.

EMPLOYEE RECOGNITION

The following employees were recognized for their service time with the City of Tupelo:

Edward Kiste	5 years	Department of Development Services
Susan Reed	5 years	Municipal Court
Iry Gladney	15 years	Fire Department

PUBLIC RECOGNITION

Councilwoman Nettie Davis thanked all those involved in the Ida B. Wells dedication held last week. She also asked everyone to pray for the Greg Humphrey family.

MAYOR'S REMARKS

Mayor Jason Shelton thanked everyone involved in the Hancock Estates and King Pine Public/Private Partnership. He also extended his condolences to the Greg Humphrey family. Governor Reeves opened the COVID-19 vaccination to everyone over 16 today and encouraged all to get their vaccine as soon as possible. The Lee County mask mandate on county property has been lifted, but the mask mandate on City properties and in City facilities is still in effect. He mentioned the serious weather predicted for the coming days. He encouraged everyone to be prepared. The municipal elections are quickly approaching along with deadlines for absentee voting. 10 for Tupelo is scheduled for Saturday, March 20th.

ACTION AGENDA**IN THE MATTER OF EXECUTIVE ORDER 2021-001**

Councilman Jennings moved, seconded by Councilman Palmer, to ratify Executive Order 2021-001 concerning continued mandates for the COVID-19 pandemic. The vote was unanimous in favor.

APPENDIX B**ROUTINE AGENDA****IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON MARCH 2, 2021**

Councilman Palmer moved, seconded by Councilwoman Davis, to approve the minutes of the Regular Council meeting of March 2, 2021. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Councilman Whittington moved, seconded by Councilman L Bryan, to approve the advertising and promotional expense list, as submitted. The vote was unanimous in favor. **APPENDIX D**

IN THE MATTER OF APPROVAL OF STATE BOND FUNDING AGREEMENT

City Clerk Kim Hanna discussed with the Council the intent approved at the September 22, 2020, Council meeting between the Department of Finance and Administration and the City of Tupelo. Councilwoman Davis moved, seconded by Councilman Jennings, to approve the State Bond Funding Agreement. The vote was unanimous in favor and a copy of the agreement is attached to these minutes as **APPENDIX E**.

IN THE MATTER OF FY 2021 BUDGET AMENDMENT #4

Councilman Beard moved, seconded by Councilman Whittington, to approve the FY 2021 budget amendment #4, as presented by CFO Kim Hanna. The budget amendment makes changes to both the general fund and the capital fund. The vote was unanimous in favor. **APPENDIX F**

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES AUGUST 10, 2020

Councilwoman Davis moved, seconded by Councilman Palmer, to accept the Major Thoroughfare Minutes from the August 10, 2020, meeting. The vote was unanimous in favor. **APPENDIX G**

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES SEPTEMBER 14, 2020

Councilman Beard moved, seconded by Councilman Jennings, to accept the Major Thoroughfare Minutes from the September 14, 2020, meeting. The vote was unanimous in favor. **APPENDIX H**

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES OCTOBER 12, 2020

Councilman Palmer moved, seconded by Councilman Whittington, to accept the Major Thoroughfare Minutes from the October 12, 2020, meeting. The vote was unanimous in favor. **APPENDIX I**

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES NOVEMBER 9, 2020

Councilman Palmer moved, seconded by Councilman Whittington, to accept the Major Thoroughfare Minutes from the November 9, 2020, meeting. The vote was unanimous in favor. **APPENDIX J**

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES DECEMBER 14, 2020

Councilman L Bryan moved, seconded by Councilman Beard, to accept the Major Thoroughfare Minutes from the December 14, 2020, meeting. The vote was unanimous in favor. **APPENDIX K**

**IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES
JANUARY 11, 2021**

Councilman Whittington moved, seconded by Councilman Beard, to accept the Major Thoroughfare Minutes from the January 11, 2021, meeting. The vote was unanimous in favor. **APPENDIX L**

IN THE MATTER OF SURPLUS VEHICLE

Police Chief Bart Aguirre submitted a request to surplus a 1999 Ford Crown Victoria, VIN 2FAFP71W8XX156676, no longer needed for use by the City of Tupelo. Councilman Jennings moved, seconded by Councilman Beard, to surplus this vehicle, remove from the fixed asset list, and scrap due to its age and condition having no value. The vote was unanimous in favor. **APPENDIX M**

IN THE MATTER OF SURPLUS AND RETIREMENT OF DUTY WEAPON (SANDERSON)

Councilman Jennings moved, seconded by Councilman Beard, to declare as surplus and approve Cpl. Philip Sanderson's purchase of his duty weapon for \$1.00. Chief Bart Aguirre explained that it is common practice for a retiring police officer to purchase his duty weapon upon retirement. The vote was unanimous in favor. **APPENDIX N**

IN THE MATTER OF SURPLUS AND RETIREMENT OF DUTY WEAPON (HARPER)

Councilwoman Davis moved, seconded by Councilman Beard, to declare as surplus and approve Lt. Robert Harper's purchase of his duty weapon for \$1.00. Chief Bart Aguirre explained that it is common practice for a retiring police officer to purchase his duty weapon upon retirement. The vote was unanimous in favor. **APPENDIX O**

IN THE MATTER OF SURPLUS AND SALE OF VEHICLE

Police Chief Bart Aguirre submitted a request to surplus a 2010 Ford Crown Victoria, VIN 2FABP7BV9AX121964, no longer needed for use by the City of Tupelo and sell to the City of Verona. Councilman Whittington moved, seconded by Councilman Beard, to surplus this vehicle, remove from the fixed asset list, and sell to the City of Verona for the amount of \$1. The vote was unanimous in favor. **APPENDIX P**

**IN THE MATTER OF RATIFICATION OF FIRE STATION #2 CONSTRUCTION
CONTRACT**

Councilwoman Davis moved, seconded by Councilman Palmer, to ratify the construction contract for Fire Station #2 with Hooker Construction, Inc. in the amount of \$1,896,125. The vote was unanimous in favor. **APPENDIX Q**

IN THE MATTER OF PW ASSET TRANSFER TO AIRPORT

Public Works Director Chuck Williams requested that the Council approve the surplus and donation of a 1993 IHC SA47540 Dump Truck, VIN 1HTSCPHN9PH504358, to the Tupelo Airport Authority. This truck is no longer needed for use by the City of Tupelo. Councilman Beard moved, seconded by

Councilman Whittington, to approve the transfer of the dump truck from the Public Works Department to the Tupelo Airport Authority. The vote was unanimous in favor. **APPENDIX R**

IN THE MATTER OF BID FOR 2021 TUPELO ROADWAY MAINTENANCE PROGRAM

Councilman Whittington moved, seconded by Councilman Palmer, to award Bid # 2021-005PW annual term bid for the 2021 Tupelo Roadway Maintenance Program. One bid was received from James A. Hodges Construction, Inc., and is found to be an acceptable bid in the combined, total unit price for all items of \$14,213. The vote was unanimous in favor. **APPENDIX S**

IN THE MATTER OF SURPLUS FIXED ASSETS

Public Works Director Chuck Williams presented a list of items no longer needed by the City of Tupelo to be surplus and sold at auction. Councilman Palmer moved, seconded by Councilman Jennings to approve the list as submitted for surplus and auction. The vote was unanimous in favor. **APPENDIX T**

IN THE MATTER OF APPOINTMENT OF CHERYL DEXTER TO THE TPRD ADVISORY BOARD

Councilman Beard moved, seconded by Councilman Jennings, to appoint Cheryl Dexter to the Tupelo Parks and Recreation Department Advisory Board. The vote was unanimous in favor. **APPENDIX U**

IN THE MATTER OF BID FOR BEL AIR CENTER AND PRO SHOP BID #2021-006BA

Parks and Recreation Department Director Alex Farned asked the Council to award bid # 2021-006BA for the construction of the Bel Air Center and Pro Shop submitted by M & N Construction Company, LLC with a total bid with add alternates of \$1,854,156. Councilman Whittington moved, seconded by Councilman L Bryan to award the lowest and best bid to M & N Construction Company, LLC. The vote was unanimous in favor. **APPENDIX V**

IN THE MATTER OF APPROVAL OF CONTRACT FOR THE BEL AIR CENTER AND PRO SHOP BID #2021-006 BA

Councilman Whittington moved, seconded by Councilman L Bryan, to approve the contract with M & N Construction, LLC, in the amount of \$1,854,156 for the construction of the Belair Center and Pro Shop - Bid 2021-006BA. The vote was unanimous in favor to approve the contract. **APPENDIX W**

IN THE MATTER OF CVB APPOINTMENT

Councilman Jennings moved, seconded by Councilwoman Davis, to appoint Steven Blaylock, as the CDF Representative, to the Convention & Visitors Center Board. The vote was unanimous in favor. **APPENDIX X**

IN THE MATTER OF CVB MINS. MARCH 3, 2021

Councilman Palmer moved, seconded by Councilwoman Davis, to accept the minutes of the March 3, 2021 Convention and Visitors Bureau. **APPENDIX Y**

IN THE MATTER OF COLISEUM MINUTES NOVEMBER 16, 2020

Councilman Whittington moved, seconded by Councilman L Bryan, to accept the minutes of the Coliseum Commission dated November 16, 2020. The vote was unanimous in favor. **APPENDIX Z**

IN THE MATTER OF COLISEUM MINUTES DECEMBER 21, 2020

Councilman Beard moved, seconded by Councilman Whittington, to accept the minutes of the Coliseum Commission dated December 21, 2020. The vote was unanimous in favor. **APPENDIX AA**

IN THE MATTER OF COLISEUM MINUTES JANUARY 25, 2021

Councilman L Bryan moved, seconded by Councilman Palmer, to accept the minutes of the Coliseum Commission dated January 25, 2021. The vote was unanimous in favor. **APPENDIX BB**

IN THE MATTER OF BID AWARD 2021-002WL

TWL Director Johnny Timmons asked the Council to award bid # 2021-002WL for the purchase of a single engine powered high-velocity combination sewer cleaner/vacuum and chassis submitted by Mid-South Septic Services in the amount of \$374,000. Councilwoman Davis moved, seconded by Councilman Beard, to award the lowest and best bid to Mid-South Septic Services. The vote was unanimous in favor. **APPENDIX CC**

IN THE MATTER OF APPROVAL OF THE TRAFFIC COMMITTEE MINUTES FROM FEBRUARY 11, 2021

Councilman Beard moved, seconded by Councilman Palmer, to accept the February 11, 2021, Minutes of the Traffic Committee. The vote was unanimous in favor. **APPENDIX DD**

IN THE MATTER OF RE-APPOINTMENT OF MR. VANCE PHILIPS TO THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT BOARD

Councilman Beard moved, seconded by Councilman Jennings, to re-appoint Vance Phillips, to the Northeast MS Regional Water Supply District Board. The term will expire in 2025. The vote was unanimous in favor. **APPENDIX EE**

STUDY AGENDA

IN THE MATTER OF ACCEPT/REJECT STREET DEDICATION

The Council instructed that the item on the Study Agenda, Accept/Reject Street Dedication of Riverbend Road, be moved to the Action Agenda.

EXECUTIVE SESSION

IN THE MATTER OF EXECUTIVE SESSION

Councilman Beard moved, seconded by Councilman Whittington, to determine the need for an Executive Session. Attorney Ben Logan said the session will be for the prospective purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) (c) (1972 as amended). The vote was unanimous in favor.

Councilwoman Davis moved, seconded by Councilman L Bryan, to enter an Executive Session. The vote was unanimous in favor. The following were invited to attend the Executive Session: Mayor Jason Shelton, Don Lewis, Kim Hanna, DDS Director Pat Falkner, Engineer Dennis Bonds, PW Director Chuck Williams, TWL Director Johnny Timmons, Jimmy Spencer - Representative of Cook Coggin Engineers, and Steven Reed. Executive Session was entered at 6:45 p.m.

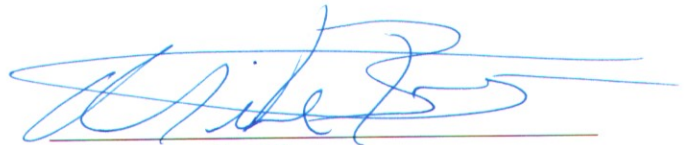
A discussion was held concerning the topic approved for Executive Session.

Councilman Jennings moved, seconded by Councilman Palmer, to come out of Executive Session and return to the Regular Meeting. The vote was unanimous in favor, and Regular Session resumed at 7:34 p.m.

RECESS

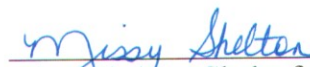
Councilman Whittington moved, seconded by Councilman Palmer, to recess the meeting until Tuesday, March 23, 2021, at 4:00 p.m., for the purpose of re-entering executive session for matters not concluded. The vote was unanimous in favor.


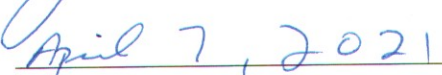
This the 16th day of March, 2021 at 7:35 p.m.



Mike Bryan, President
City Council

ATTEST:


Missy Shelton, Clerk of the Council


Jason Shelton, Mayor

Date



OFFICE OF THE MAYOR

AMERICAN RED CROSS MONTH PROCLAMATION

WHEREAS, March is American Red Cross Month, a special time to honor the kindness of our neighbors who aid families in need every day in Tupelo, across the United States and around the world. Their dedication touches millions of lives each year as they carry out the organization's 140-year mission of preventing and alleviating suffering; and

WHEREAS, during the trying times of the coronavirus pandemic, people have stepped up to help others in need, whether it was responding to this year's record-breaking disasters across the country or rolling up their sleeves to give blood when our country faced a severe blood shortage; and

WHEREAS, here in Tupelo, local families have relied on **North Mississippi Chapter volunteers for comfort and hope while coping with** tornadoes, hurricanes, floods and home fires. Last year, about 15 North Mississippi volunteers deployed either in person or virtually, to assist with the record number of hurricanes that impacted the gulf coast. Volunteers also helped 85 people affected by 22 home fires in Tupelo by addressing their urgent needs like food, lodging and recovery support; and

WHEREAS, this lifesaving work is vital to strengthening our community's resilience. Nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy, and we ask others to join in their commitment to care for people in need.

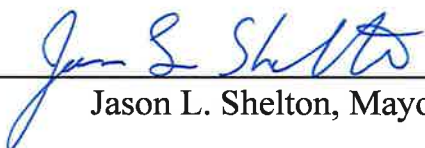
NOW, THEREFORE, I, Jason Shelton, Mayor of Tupelo, by virtue of the authority vested in me by the laws of Tupelo, and the State of Mississippi, do hereby proclaim March 2021 as

AMERICAN RED CROSS MONTH

in the City of Tupelo and I encourage all citizens to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of March, in the year of our Lord two thousand twenty-one, and of the City of Tupelo, Mississippi.




Jason L. Shelton, Mayor

ATTEST:


Kim Hanna, City Clerk

CITY OF TUPELO, MISSISSIPPI
EXECUTIVE ORDER 21-001

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

WHEREAS Mississippi Governor Tate Reeves, pursuant to his authority as executive officer of the State of Mississippi has issued Executive Order 1549 which relaxes certain safety provisions previously implemented to protect against the spread of COVID-19; and

WHEREAS the increasing availability of vaccines and the steadfastness of medical professionals has allowed our region to see a decline in the weekly average number of COVID-19 infections; and

WHEREAS the city of Tupelo, Mississippi continues to be impacted by the effects of the COVID-19 pandemic; and

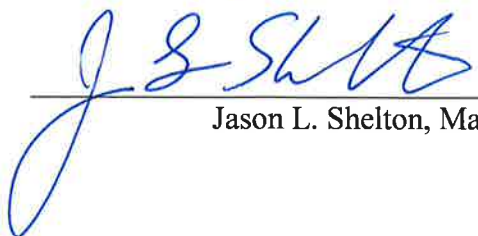
WHEREAS many City of Tupelo facilities require the close contact between employees, patrons, and visitors in order to continue the day-to-day operations of the City.

THEREFORE, pursuant to my authority under Executive Order 1549 (IX) and Miss. Code Ann. § 33-15-11, all individuals inside a facility owned and operated by the City of Tupelo shall adhere to the following guidelines:

1. All employees, patrons, and visitors of a City of Tupelo government building are required to wear a face covering while inside.
2. All employees, patrons, and visitors should maintain a minimum of 6-feet of separation whenever feasible.
3. All additional orders and guidance provided by Executive Order 1549 are in full force and effect.

The health and safety of all persons in our community is our top priority. Thanks to the advancements made by medical professionals, there is light at the end of this tunnel. Yet, we all must remain steadfast in our efforts to prevent the continued spread of COVID-19.

This the 4th day of March 2021.


 Jason L. Shelton, Mayor

Attest:


 Kim Hanna, City Clerk and CFO

**CHECK INFORMATION FOR COUNCIL MEETING
March 16, 2021**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	400344-400665 50000999-50001020

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE: March 16, 2021
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

NE MS Daily Journal	\$300	Honor Roll ad for TPSD and LCSD
Authors Unbound Agency	\$3,000	Tupelo Reads 2021 event

FUNDING GRANT AGREEMENT

This Funding Grant Agreement (hereinafter the "Grant") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the **City of Tupelo** for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the **City of Tupelo** in paying costs associated with the local project (hereinafter the "Project") specified in **Section 101 of House Bill 1730, 2020 Regular Legislative Session, Laws of 2020** (hereinafter the "Act"). This Grant is entered into pursuant to, and subject to the terms of the Act, which authorizes a Grant not to exceed **\$500,000.00** for the Project (the "Grant Funds"). **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE GRANT FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)**

RECITALS

WHEREAS, the Act establishes the **2020 BancorpSouth Arena and Conference Center Fund** for the purpose of providing funds to the **City of Tupelo** to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (hereinafter the "State"), issued general obligation bonds of the State (hereinafter the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, the **City of Tupelo** shall maintain the Grant Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to utilize funds in the **2020 BancorpSouth Arena and Conference Center Fund** for purposes of entering into this Grant to finance all or a portion of the Project; and

WHEREAS, the DFA has requested the **City of Tupelo** to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the **City of Tupelo** agrees to make every effort to expend the Grant Funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the **City of Tupelo** agrees that if Grant Funds are remaining at the completion of the Project, said funds shall be returned to the State to be applied to debt service on the Bonds; and

WHEREAS, the **City of Tupelo** agrees to provide quarterly reports to the DFA that summarize the expenditure of the Grant Funds and also provide an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The **City of Tupelo** shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of the Grant Funds,

summarizing the expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the **City of Tupelo** that the Grant Funds on deposit in the **2020 BancorpSouth Arena and Conference Center Fund** for the **City of Tupelo** should be disbursed to **City of Tupelo** and that the **City of Tupelo** shall directly administer the expenditure of such Grant Funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND CITY OF TUPELO AS FOLLOWS:

Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

The DFA, pursuant to the Act, shall disburse the Grant Funds from the **2020 BancorpSouth Arena and Conference Center Fund** upon the written request of the **City of Tupelo** to pay the costs associated with the Project.

The **City of Tupelo** certifies and agrees to use all Grant Funds received from the **2020 BancorpSouth Arena and Conference Center Fund** solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this Grant. Failure on the part of the **City of Tupelo** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

The **City of Tupelo** agrees to spend the Grant Funds within thirty-six (36) months from the date of receipt. Failure on the part of the **City of Tupelo** to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

The **City of Tupelo** agrees to properly and competitively execute procurements in accordance with State law. Failure to adhere may cause the DFA to revoke the Grant and seek return of the Grant Funds. Further, the **City of Tupelo** agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this Grant.

The **City of Tupelo** agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The **City of Tupelo** shall also provide the DFA with a final report summarizing the expenditures and use of the Grant Funds proceeds no more than thirty (30) days after final expenditure of the Grant Funds.

The **City of Tupelo** agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the **2020 BancorpSouth Arena and Conference Center Fund** sufficient to satisfy and confirm, to DFA's satisfaction, that such

Grant Funds have been expended **solely** for the costs of the Project as authorized and provided by the Act

The **City of Tupelo** agrees to administer the Project with respect to construction to be completed in accordance with the state procurement laws.

The **City of Tupelo** agrees that if any Grant Funds are remaining at the completion of the Project, the remaining Grant Funds shall be returned to the State to be applied to debt service.

All notices or information pursuant to this Grant shall be provided as follows:

City of Tupelo
Attn: Jason Shelton, Mayor
Post Office Box 1485
Tupelo, Mississippi 38802-1485
Phone: 662-841-6509
Email: kim.hanna@tupeloms.gov

Department of Finance and Administration
Attention: Bond Advisory Division
501 North West Street, Suite 1301A
Jackson, Mississippi 39201
Phone: (601) 359-3402
Fax: (601) 359-2405
Email: BondAdvisory@dfa.ms.gov

This GRANT shall be effective from and after the final signature date.

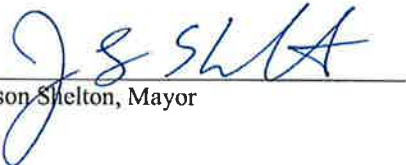
IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: 
Liz Welch, Executive Director

3/23/21
Date

CITY OF TUPELO

By: 
Jason Shelton, Mayor

3-16-2021
Date

EXHIBIT A

The **City of Tupelo** shall maintain on file, the following items in relation to Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bid (IFB).
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, RFP Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of Contract award for construction of project.
6. A copy of all contractor pay requests and professional pay requests and approval of payments for said services.
7. All invoices.
8. All bank statements.

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City of Tupelo
Fy 2021 Budget Revision #4

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2021 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,897,082		7,897,082
Licenses & Permits	1,030,000		1,030,000
Intergovernmental Revenues	27,239,206	886,231	28,125,437
Charges for Services	747,000		747,000
Fines & Forfeits	728,000		728,000
Interest Income & Misc. Revenues	723,860		723,860
Other Financing Resources	226,471		226,471
Unreserved Fund Balance	4,341,535	-	4,341,535
Total General Fund Revenues	42,933,154	886,231	43,819,385

Purpose: To increase the budget for a prior year Homeland Security grant that will be spent in FY 2021. (50,122)
To increase the budget for the infrastructure funds received from the State in January 2021. (836,109)

Expenditures:

City Council

Personnel	298,821		298,821
Supplies	5,000		5,000
Other Services & Charges	331,650		331,650
Capital	-	-	-
Total City Council	635,471	-	635,471

Purpose:

Executive Dept.

Personnel	744,961		744,961
Supplies	22,000		22,000
Other Services & Charges	277,475		277,475
Capital	-	-	-
Total Executive Dept.	1,044,436	-	1,044,436

Purpose:

City Court

Personnel	857,905		857,905
Supplies	23,100		23,100
Other Services & Charges	107,601		107,601
Capital	7,000	-	7,000
Total City Court	995,606	-	995,606

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	878,939		878,939
Supplies	68,600		68,600
Other Services & Charges	470,549		470,549
Capital	41,500	-	41,500
Total Budget & Accounting	1,459,588	-	1,459,588

Purpose:

<u>CVB</u>			
Personnel	145,573	-	145,573
Total CVB Expenditures	145,573	-	145,573

Purpose:

<u>Personnel Dept.</u>			
Personnel	156,935		156,935
Supplies	4,100		4,100
Other Services & Charges	88,446		88,446
Capital	-	-	-
Total Personnel Dept.	249,481	-	249,481

Purpose:

<u>Development Services</u>			
Personnel	1,283,411		1,283,411
Supplies	24,000		24,000
Other Services & Charges	66,921		66,921
Capital	-	-	-
Total Development Services	1,374,332	-	1,374,332

Purpose:

<u>Police Dept</u>			
Personnel	8,940,116		8,940,116
Supplies	563,000		563,000
Other Services & Charges	1,526,293		1,526,293
Capital	262,861	50,122	312,983
Total Police Dept.	11,292,270	50,122	11,342,392

Purpose: To increase the capital budget for the carryover of a prior year Homeland Security grant

<u>Fire Dept</u>			
Personnel	5,955,355		5,955,355
Supplies	282,150		282,150
Other Services & Charges	301,689		301,689
Capital	-	-	-
Total Fire Dept.	6,539,194	-	6,539,194

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,050,264		3,050,264
Supplies	363,100		363,100
Other Services & Charges	2,176,058		2,176,058
Capital	17,000	-	17,000
Total Public Works	5,606,422	-	5,606,422
Purpose:			
<u>Parks & Recreation</u>			
Personnel	1,877,386		1,877,386
Supplies	377,585		377,585
Other Services & Charges	921,062		921,062
Capital	10,000	-	10,000
Total Parks & Rec	3,186,033	-	3,186,033
Purpose:			
<u>Aquatics Facility</u>			
Personnel	435,039		435,039
Supplies	103,500		103,500
Other Services & Charges	363,075		363,075
Capital	5,000	-	5,000
Total Aquatics Facility	906,614	-	906,614
Purpose:			
<u>Museum</u>			
Personnel	126,180		126,180
Supplies	9,000		9,000
Other Services & Charges	30,850		30,850
Capital	-	-	-
Total Museum	166,030	-	166,030
Purpose:			
Community Services	1,050,904	-	1,050,904
Purpose:			
Debt Service	664,621	-	664,621
Purpose:			
Other Financing Uses	7,586,018	836,109	8,422,127
Reserves	30,561	-	30,561
Total General Fund Expenditures	42,933,154	886,231	43,819,385

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	1,210,021		1,210,021
Transfer from Other Funds	4,467,454	836,109	5,303,563
Donations	-		-
Bond Proceeds	-		-
Unreserved Fund Balance	13,254,987	-	13,254,987
Total Revenues	18,932,462	836,109	19,768,571

Purpose: To increase the budget for the use tax received from the State Department of Revenue.

Expenditures			
Other Services & Charges			
Maintenance Projects	288,504		288,504
Street Overlay	3,033,850	836,109	3,869,959
Neighborhood Revitalization	750,513		750,513
Beautification/Community Projects	25,825		25,825
Contingies/Grant Matches	100,000	-	100,000
Total Other Services & Charges	4,198,692	836,109	5,034,801
Capital			
Infrastructure Improvements	7,360,863		7,360,863
Equipment	640,782		640,782
Building Improvements	4,598,070		4,598,070
Park Improvements	693,755		693,755
Vehicles	220,489		220,489
Police Vehicles/Equipment	300,905		300,905
Fire Equipment/Trucks	918,906		918,906
Contingencies(Grant Matches)	-	-	-
Total Capital	14,733,770	-	14,733,770
Other Financing Uses	-	-	-
Total Expenditures	18,932,462	836,109	19,768,571

Purpose: To increase the street maintenance and overlay budget.

Voting

Councilman Markel Whittington
Councilman Lynn Bryan
Councilman Travis Beard
Councilman Nettie Davis
Councilman Buddy Palmer
Councilman Mike Bryan
Councilman Willie Jennings

Aye
Aye
Aye
Aye
Aye
Aye
Aye

Approved:




President of the Council
City of Tupelo

Attest:



Clerk of the Council



Mayor
City of Tupelo

Attest:



City Clerk



Tupelo Major Thoroughfare Program Minutes August 10, 2020

Members present: Bill Cleveland, C W Jackson, Stuart Johnson, Ernie Joyner, Charlotte Loden, Jon Milstead, Greg Pirkle, and Danny Riley

Members not present: Scott Davis, Chris Hussey, Aletha Mims, Ian Morrison, Jamie Osbirn, Mike Pettigrew, Ted Roach, Drew Robertson, Brent Waldrop and Wesley Webb

Others present: Dennis Bonds, Renee Newton, and Johnny Timmons

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the June 8, 2020, Major Thoroughfare Program regular meeting. Motion made by Bill Cleveland to accept minutes. Ernie Joyner seconded motion. Minutes approved unanimously by Committee.

Greg Pirkle reviewed the Major Thoroughfare Phase VI Budget Report for the month ending July 31, 2020. Beginning cash balance was \$6,598,413. Revenue from Property Tax and Interest Earned was \$166,759. Expenditures were \$389,209. Payments included \$11,541 for Personnel Costs (three pay periods in July); \$106,103 to Maintenance Cost; and \$271,655 to Jackson St-Clayton to Madison project. Ending cash balance was \$6,375,963.

Dennis Bonds gave updates on the current projects.

JACKSON STREET (CLAYTON TO MADISON)

Final stages of Utility relocation project. Per AT&T and Comcast, they will need until September 15th before we get the Roadwork Contractor started.

EASON BLVD (S VETERANS TO BRIAR RIDGE)

Approximately 90% complete. Will complete after finishing W. Jackson Plans

W JACKSON ST (AIR PARK TO COLEY)

Final plan design and quantities. Approximately 95% complete. BancorpSouth Operations has reviewed and approved. Preliminary Plans available for review.

Motion made by Charlotte Loden to recommend to City Council to proceed with project. Motion seconded by C W Jackson. Motion approved unanimously.

MDOT PROJECTS

- Hwy 45 Project has starts back on 8/17. N of Barnes Xing is Daytime, S of Barnes Xing is Nighttime
- I-22: Rumble Strips, Striping, Final Job Closeout

INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace

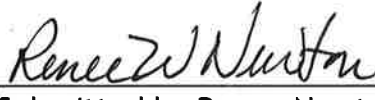
Phase VII Planning Subcommittee

Stuart Johnson stated that the Phase VII Planning Group will meet immediately following the regular MTP meeting today to discuss presenting recommendations to MTP Committee in September.

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



Chairman Greg Pirkle



Submitted by Renee Newton



Tupelo Major Thoroughfare Program Minutes September 14, 2020

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

Members not present: Scott Davis, Chris Hussey, Ian Morrison, Jamie Osbirn, Mike Pettigrew, Brent Waldrop and Wesley Webb

Others present: Caleb Bedillion, Dennis Bonds, Kim Hanna, Don Lewis, Renee Newton, Johnny Timmons, John White, Helen Harris, Ken Harris, Ginna Parsons, and Margaret McGrath

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the August 10, 2020, Major Thoroughfare Program regular meeting. Motion made by Danny Riley to accept minutes. C W Jackson seconded motion. Minutes approved unanimously by Committee.

Dennis Bonds began the review of the Major Thoroughfare Phase VI Budget Report for the month ending August 31, 2020, until Kim Hanna arrived. Beginning cash balance was \$6,374,382. Revenue from Property Tax and Interest Earned was \$117,465. Total Expenditures were \$41,373. Payments included \$7,867 for Personnel Costs and \$33,506 to Maintenance Cost. Ending cash balance was \$6,450,474.

Dennis Bonds gave updates on the current projects.

JACKSON STREET (CLAYTON TO MADISON)

Pre-Construction meeting was held on September 10, 2020. A notice to proceed has been set for October 1, 2020. The utility companies have indicated that they will be out of the way by that date. Contractor may begin installing construction signs and erosion control items prior to that date so that roadwork can begin immediately upon notice to proceed. Johnny Timmons reported that AT&T and Comcast are working on their lines.

EASON BLVD (S VETERANS TO BRIAR RIDGE)

Approximately 90% complete.

W JACKSON ST (AIR PARK TO COLEY)

Project has been advertised for bid. Bid opening date is set for September 25, 2020. Engineers estimate is \$4,500,000. ATMOS has a section of gas line to be moved closer to edge of road, but should not interfere with design.

MDOT PROJECTS

- I-22: Finishing the last of striping
- Hwy 45: Mill/Overlay from Barnes Crossing to Brewer Rd will begin next year
- Briar Ridge/Hwy 6: Mill/Overlay from E Main St to Nettleton

INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace

Phase VII Planning Subcommittee

Stuart Johnson thanked the Phase VII Planning sub-committee members, the City, and Dennis Bonds for the hard work put into determining projects for MTP Phase VII. There are eight major projects with improvements planned in phases, with three given priority. See attached map.

1. Jackson Street
 - Airpark to Thomas
 - Thomas to Joyner
 - Madison to Front
2. Eason Blvd - Veterans to Briar Ridge (if not started in Phase VI)
3. N Veterans - Main St to Hamm St

Other project areas to be funded include

- a. Elizabeth St
- b. New road from W Barnes Crossing to Commonwealth Blvd
- c. N Veterans from Hamm St to I-22
- d. McPherson Rd intersection realignment
- e. Hwy 45 entrance ramp at Hilda/Front

Residents of E Jackson St asked questions and voiced concerns about the Madison to Front St proposed project. The questions were primarily about specific aspects of the project, which Dennis Bonds explained would be part of the design process. Greg Pirkle recommended that the Committee meet with the neighborhood residents before and during the design process to maintain the character of the neighborhood.

Stuart Johnson presented the Cost Analysis Report. (See attached.) The Estimated Cost is street cost only. The cost of the Hwy 45/McCullough interchange was not included as the project would be a MDOT/City partnership. He explained that the total project cost is more than just the cost of the street improvements. The Analysis Report shows costs associated with Utilities required for each project. Cost estimates are between \$34 million and \$77 million, based on Utility options.

Dennis Bonds presented the Five Year Overlay Plan. (See attached.) Maintenance projects needed before the end of 2022 are fairly certain. The estimated costs were based on current bid prices. Costs are expected to fluctuate over time.

Stuart Johnson asked about the list of streets approved for use of MTP funds for maintenance, and what criteria was used to define which streets qualified. Dennis Bonds explained that arterial streets are major thoroughfares, and a traffic count of 2500 vehicles a day qualified a street as a major collector. A major collector street connects to an arterial street. The list of streets approved for use of MTP funds for maintenance in Phase VII is below.

* MDOT Counts 2018

Street Name	2016 List?	Description	Approved Class	Revised Class	Fund Source	AADT
Barnes Crossing Rd	Y	W Glosier to Tom Watson	Arterial	Arterial	MTMP	*17,000
W Barnes Crossing Rd		Glosier to FZZ (Northern Loop)	None	Arterial	MTMP	
Cliff Gookin Blvd	Y		Arterial	Arterial	MTMP	*9,500-12,000
Coley Rd	Y	Main St to McCullough	Arterial	Arterial	MTMP	*16500
N Coley Rd	Y	McCullough to FZZ	None	Arterial	MTMP	
E Main St	Y	Front St to Hildale / MDOT ROW	Arterial	Arterial	MTMP	*16000
W Main St	Y	Front St to City Limits - west	Arterial	Arterial	MTMP	*18,000-22,000
Eason Blvd	Y	Glosier to Main St	Arterial	Arterial	MTMP	*7,200-25,000
N Veterans Memorial Blvd	Y	All	Minor Collector	Arterial	MTMP	*8,300
Air Park Rd		Main to Jackson	None	Major Collector	MTMP	*3,300
Barnes Crossing Rd	Y	Tom Watson to Old Creek	None	Major Collector	MTMP	*5,200
Beech Springs Rd	Y		Major Collector	Major Collector	MTMP	*2,700
Chesterville Rd	Y		Major Collector	Major Collector	MTMP	*2,200
E Jackson St	Y		Major Collector	Major Collector	MTMP	*4,300
Elizabeth St	Y		Major Collector	Major Collector	MTMP	
Endville Rd	Y		Major Collector	Major Collector	MTMP	*2,400
Franklin St		Main to Front	None	Major Collector	MTMP	*5,400
Lawndale Dr	Y	Main to Cliff Gookin	Major Collector	Major Collector	MTMP	*4,700
Lumpkin Ave	Y	Main to Kincaid	Major Collector	Major Collector	MTMP	*5,500
Monument Dr	Y		Major Collector	Major Collector	MTMP	*2,500
Mt Vernon Rd	Y	McCullough to Northern Loop	Major Collector	Major Collector	MTMP	*1,900
N Front St	Y		Major Collector	Major Collector	MTMP	*5,200
N Green St	Y	Main to Glosier	Major Collector	Major Collector	MTMP	*2,800
N Industrial Rd	Y		Major Collector	Major Collector	MTMP	*3,100
N Thomas St		Main to Jackson	Major Collector	Major Collector	MTMP	*7,800
S Front St		Main to Clark	Major Collector	Major Collector	MTMP	*3,000
S Green St		Main to Glosier	Major Collector	Major Collector	MTMP	*12,000
S Industrial Rd		Main to Varsity	Major Collector	Major Collector	MTMP	
S President Ave Ext	Y	Cliff Gookin to Mitchell Rd Ext	Major Collector	Minor Collector	MTMP	
S Thomas St	Y	Main to Cliff Gookin	Major Collector	Major Collector	MTMP	*6,400
S Thomas St Ext	Y	Cliff Gookin to HWY 275 / 6	Minor Collector	Major Collector	MTMP	
S Veterans Memorial Blvd	Y	Main to Eason	Major Collector	Major Collector	MTMP	*4,100
W Jackson St	Y	Glosier to Coley	Major Collector	Major Collector	MTMP	*7,000
W Jackson St Ext	Y	Coley to Russell	Major Collector	Major Collector	MTMP	*8,700

Danny Riley made motion to hold vote on Phase VII projects until the next meeting. Ernie Joyner seconded motion. Motion approved unanimously.

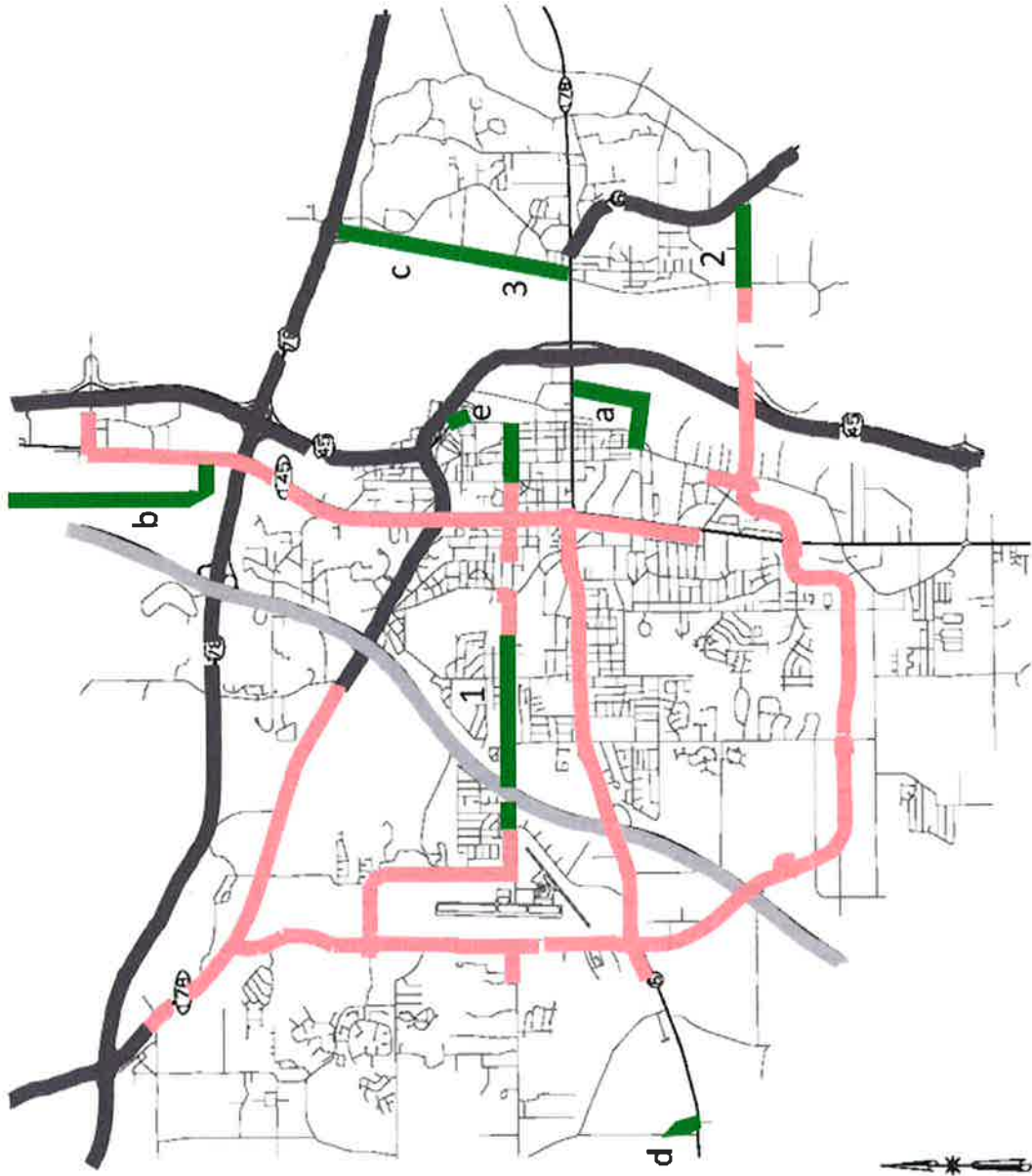
Greg Pirkle thanked the subcommittee for meeting the proposed timeline. Recommendation to go to City Council in November 2020. Phase VII vote to take place in May 2021

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


 Chairman Greg Pirkle


 Submitted by Renee Newton

Phase VII Proposed Road Construction Projects



Tupelo Thoroughfare Phase VII

Priority	Projects Under Consideration	Estimated Cost	Utilities (Option 1)*	Utilities (Option 2)^	Utilities (Option 3)'	Land Purchase	Total Estimated Cost 1*	Total Estimated Cost 2^	Total Estimated Cost 3'
Improvements									
West Jackson Street									
X	Airpark to Thomas	2,463,584.19	7,500,000.00	4,000,000.00			9,963,584.19	6,463,584.19	
X	Thomas To Joyner	4,797,557.54	3,400,000.00	14,500,000.00	10,600,000.00		8,197,557.54	19,297,557.54	15,397,557.54
X	Madison to Front	1,557,662.36	5,500,000.00				7,057,662.36		
Airpark									
-	Jackson to Main	3,003,369.70					3,003,369.70		
Eason									
X	Veterans to Briar Ridge (1)	3,321,818.07	6,400,000.00				9,721,818.07		
Elizabeth Street									
X	East Main to Green	3,231,343.96	14,000,000.00				17,231,343.96		
Veterans									
X	Main to Hamm	1,910,051.14	6,400,000.00				8,310,051.14		
	Hamm to I-22	1,612,224.97					1,612,224.97		
New Construction									
	Barnes Crossing to Gloster	10,655,935.10					10,655,935.10		
	McPherson Realignment to Hwy 6	1,200,423.14					1,200,423.14		
Partnership Project with MDOT									
	North Intersection Hwy 45								
Total Projects		33,753,970.17	43,200,000.00	18,500,000.00	10,600,000.00		76,953,970.17	25,761,141.73	15,397,557.54

(1) Project in process during Phase VI

PER YR REVENUE	\$ 5,500,000.00
5 YR TOTAL	\$27,500,000.00

Phase VII Utility Estimates

Jackson Street

- Airpark to Thomas - .66 miles
 - Option 1-relocate to underground distribution and communication (Comm), except Transmission (7.5M)
 - Option 2-relocate to underground communication, rebuild distribution and transmission overhead (4M)
- Thomas to Joyner - 1.2 miles, .3 miles with distribution and communication, .9 miles of distribution, transmission and communication
 - Option 1-convert .3 miles of distribution and communication to underground (3.4M) Joiner to West property of N. W. Substation
 - Option 2-option 1 plus .9 miles of distribution and communication (14.5M)
 - Option 3-option 1 plus .9 miles of communication to underground and rebuild and transmission overhead (10.6M)
- Madison to Front - .44 miles, distribution and communication
 - Relocate everything underground (5.5M)

North Veterans

- E Main to Hamm - .92 miles, distribution and communication
 - Relocate everything underground (6.4M)

Eason

- Veterans to Briar Ridge - .75 Miles, distribution and communication

Elizabeth

- Main to Green - .93 miles, distribution
 - Relocate everything underground (14M)

Estimates provided by Allen&Hoshall

MAJOR THOROUGHFARE MAINTENANCE OVERLAYS

Current Asphalt Bid Cost
Current Mill Bid Cost

\$ 93.00	696	Current 5 Lane Striping Cost per Mile
\$ 2.75		\$ 22,672.32

	Year	Length	Avg Width	APP Sq Yds	Est Mill/ Overlay Cost		Est Striping Cost	
FAIRLY CERTAIN	2020							
	Thomas Street (Main to Cliff Gookin)	11,346	39	49,166	\$ 638,175		48,719.72	
	Main Street (Green to Hwy 145)	2,587	51	14,660	\$ 190,282		11,108.58	
	Green Street (Main to Gloster)	11,100		71,813	\$ 932,133		47,663.40	
					\$ 1,760,589.89		107,491.70	6.1%
	2021							
	Green Street (Main to Gloster) remainder					\$ -	\$ -	
	Coley (Main Street to Chesterville)	5,400	64	38,400	\$ 498,432.00		23,187.60	
	Eason (Green to Hwy 45)	4,000	64	28,444	\$ 369,208.89		17,176.00	
	Coley (Jackson to McCullough)	6,200	64	44,089	\$ 572,273.78		26,622.80	
					\$ 1,439,914.67		66,986.40	4.7%
	2022							
	Eason (I-22 to Main)	8,000	26	23,111	\$ 299,982.22		34,352.00	
	Monument Drive	3,262	29	10,511	\$ 136,431.34		14,007.03	
	N. Thomas (Main to Jackson)	3,383	32	12,028	\$ 156,129.21		14,526.60	
*Airpark (Main to Jackson)	6,335	25	17,597	\$ 228,411.94		27,202.49		
NOT CERTAIN YET	2023							
	Cliff Gookin - Natchez Trace to Thomas	8,600	64	61,156	\$ 793,799.11		36,928.40	
					\$ 1,314,771.60		127,016.52	9.7%
	Northern Loop - McCullough to I-22	3,900	70	30,333	\$ 393,727		16,746.60	
	Cliff Gookin - Lawndale to Gloster	4,700	64	33,422	\$ 433,820		20,181.80	
	Cliff Gookin - Thomas to Lawndale	5,300	64	37,689	\$ 489,202		22,758.20	
					\$ 1,316,748.89		59,686.60	4.5%
	2024							
	Northern Loop - Mt. Vernon to Gloster	9,500	70	73,889	\$ 959,078		40,793.00	
	Northern Loop - I-22 to Mt. Vernon	10,000	70	77,778	\$ 1,009,556		42,940.00	
TBD								
				\$ 1,968,633.33		83,733.00	4.3%	
2025								
TBD								
				\$ 1,500,000				

\$ 9,300,658.38 \$ 444,914

TOTAL M&O + Striping \$ 9,745,572.61 At 2020 Bid Price



Tupelo Major Thoroughfare Program Minutes
October 12, 2020

see December
minutes for
Revision to October
RN

Members present: Bill Cleveland, C W Jackson, Stuart Johnson, Ernie Joyner, Aletha Mims, Jon Milstead, Greg Pirkle, Danny Riley, Ted Roach, and Drew Robertson

Members not present: Scott Davis, Chris Hussey, Charlotte Loden, Ian Morrison, Jamie Osbirn, Brent Waldrop and Wesley Webb

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

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the September 14, 2020, Major Thoroughfare Program regular meeting. Motion made by Ernie Joyner to accept minutes. Danny Riley seconded the motion. Minutes were approved unanimously by Committee.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending September 30, 2020. Beginning cash balance was \$6,450,474. Revenue from Property Tax, Homestead, and Interest Earned was \$210,696. Total Expenditures were \$1,212,714. Payments included \$7,866 for Personnel Costs; \$503,479 to Maintenance Cost; \$149,000 for engineering services for W Jackson St-Airpark to Coley Project; and \$552,369 to Jackson St-Clayton to Madison Project. Ending cash balance was \$5,448,456. Revenue from the tax sale, estimated at \$205,000, was not available to be included in September totals. Totals on the September budget report will be updated on the October budget report. Mrs. Hanna also presented Cash Flow Projections for FY2021, with a beginning cash balance of \$4,709,814 and ending cash balance of \$1,498,653.

Dennis Bonds gave updates on the current projects.

JACKSON STREET (CLAYTON TO MADISON)

Contractor has begun construction. Currently working on demo and removal items between Hibner St and Park St on the north side. Planning to begin storm drainage installation this week. Residents at Highland Cir area had questions about placement of light poles and sidewalk. Sent them information and have not heard back with any follow up concerns or questions.

W JACKSON ST (AIR PARK TO COLEY)

Bids opened on September 25. Cook and Son, LLC, were the low bidders in the amount of \$4,045,004.39. This is \$453,905.61 BELOW the engineer's estimate. The contractor

has requested a notice to proceed in mid-December. All present Committee members in agreement to recommend Contractor start work in December rather than now. \$750,000 DIP Grant will go towards this project. Meeting held with Independent Furniture executives last week to discuss concerns about roadwork potentially interfering with their operations.

EASON BLVD (S VETERANS TO BRIAR RIDGE)

Approximately 90% complete. Could be ready for bid before end of this year. Cost estimate is \$3.5 million.

INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace

MDOT PROJECTS

Let 14 miles of mill/overlay from Hwy 6/Briar Ridge at E Main St to Nettleton on 9/22.

I-22 Project - finishing up cold plastic markings.

Hwy 45 from Barnes Crossing to Brewer - start next year.

Hwy 45 from Brewer toward Okolona - underdrain work ongoing.

Old Business

Greg Pirkle asked Stuart Johnson to give an overview of Proposed Phase VII and the revised project cost sheet. There are three prioritized proposed projects, with the order of other proposed improvement projects to be determined.

1. Jackson Street
 - Airpark to Thomas
 - Thomas to Joyner
 - Madison to Front
2. Eason Blvd - Veterans to Briar Ridge (if not started in Phase VI)
3. N Veterans - Main St to Hamm St

Other project areas to be funded include

- a. Elizabeth St
- b. New road from W Barnes Crossing to Commonwealth Blvd
- c. N Veterans from Hamm St to I-22
- d. McPherson Rd intersection realignment
- e. Hwy 45 entrance ramp at Hilda/Front
- f. Airpark Rd

Stuart Johnson presented the Cost Analysis Report. (See attached.) The Estimated Cost is street cost only, with the exception of E Jackson St. Cost of underground utility relocation is included only in E Jackson St from N Madison St to N Front St in order to continue design elements from Phase VI improvements of E Jackson St. Total Cost Estimate for Phase VII is \$49,067,462. Committee asked questions about specific items in some projects. Dennis Bonds explained those questions would need to be answered during the design process.

Phase VII Planning subcommittee recommended 25% of MTP funds be used for maintenance costs as in Phase VI. The list of streets approved for use of MTP funds for maintenance in Phase VII is below.

* MDOT Counts 2018

Street Name	Description	Approved Class	Revised Class	Fund Source	AADT
Barnes Crossing Rd	N Gloster to Tom Watson	Arterial	Arterial	MTMP	*17,000
W Barnes Crossing Rd	N Gloster to I-22 (Northern Loop)	None	Arterial	MTMP	
Cliff Gookin Blvd		Arterial	Arterial	MTMP	*9,500-12,000
Coley Rd	W Main St to McCullough	Arterial	Arterial	MTMP	*16500
N Coley Rd	McCullough to I-22	None	Arterial	MTMP	
E Main St	Front St to Hillsdale/ MDOT ROW	Arterial	Arterial	MTMP	*16000
W Main St	Front St to City Limits- west	Arterial	Arterial	MTMP	*18,000-22,000
Eason Blvd	S Gloster to E Main St	Arterial	Arterial	MTMP	*7,200-25,000
N Veterans Memorial Blvd	All	Minor Collector	Arterial	MTMP	*8,300
Air Park Rd		None	Major Collector	MTMP	*3,300
Barnes Crossing Rd	Tom Watson To Dixie Creek	None	Major Collector	MTMP	*5,200
Beech Springs Rd		Major Collector	Major Collector	MTMP	*2,700
Chesterville Rd		Major Collector	Major Collector	MTMP	*2,200
E Jackson St		Major Collector	Major Collector	MTMP	*4,300
Elizabeth St		Major Collector	Major Collector	MTMP	
Endville Rd		Major Collector	Major Collector	MTMP	*2,400
Franklin St		None	Major Collector	MTMP	*5,400
Lawdale Dr	W Main to Cliff Gookin	Major Collector	Major Collector	MTMP	*4,700
Lumpkin Ave	W Main To Kincanon	Major Collector	Major Collector	MTMP	*5,500
Monument Dr		Major Collector	Major Collector	MTMP	*2,500
Mt Vernon Rd	McCullough to W Barnes Crossing	Major Collector	Major Collector	MTMP	*1,900
N Front St		Major Collector	Major Collector	MTMP	*5,200
N Green St	W Main to N Gloster	Major Collector	Major Collector	MTMP	*2,800
N Industrial Rd		Major Collector	Major Collector	MTMP	*3,100
N Thomas St		Major Collector	Major Collector	MTMP	*7,600
S Front St		Major Collector	Major Collector	MTMP	*3,000
S Green St	W Main to S Gloster	Major Collector	Major Collector	MTMP	*12,000
S Industrial Rd		Major Collector	Major Collector	MTMP	
S President Ave Ext	Cliff Gookin to Mitchell Rd Ext	Major Collector	Minor Collector	MTMP	
S Thomas St	W Main to Cliff Gookin	Major Collector	Major Collector	MTMP	*6,400
S Thomas St Ext	Cliff Gookin To Hwy 278 / 6	Minor Collector	Major Collector	MTMP	
S Veterans Memorial Blvd	E Main To Eason	Major Collector	Major Collector	MTMP	*4,100
W Jackson St	N Gloster To Coley	Major Collector	Major Collector	MTMP	*7,000
W Jackson St Ext	Coley to Purnell	Major Collector	Major Collector	MTMP	*6,700

Stuart Johnson made motion to present Phase VII recommendations to City Council. Danny Riley seconded the motion. Motion approved unanimously. Phase VII recommendations will be presented to City Council in a work session on October 27, 2020. Major Thoroughfare Election planned for February 2021.

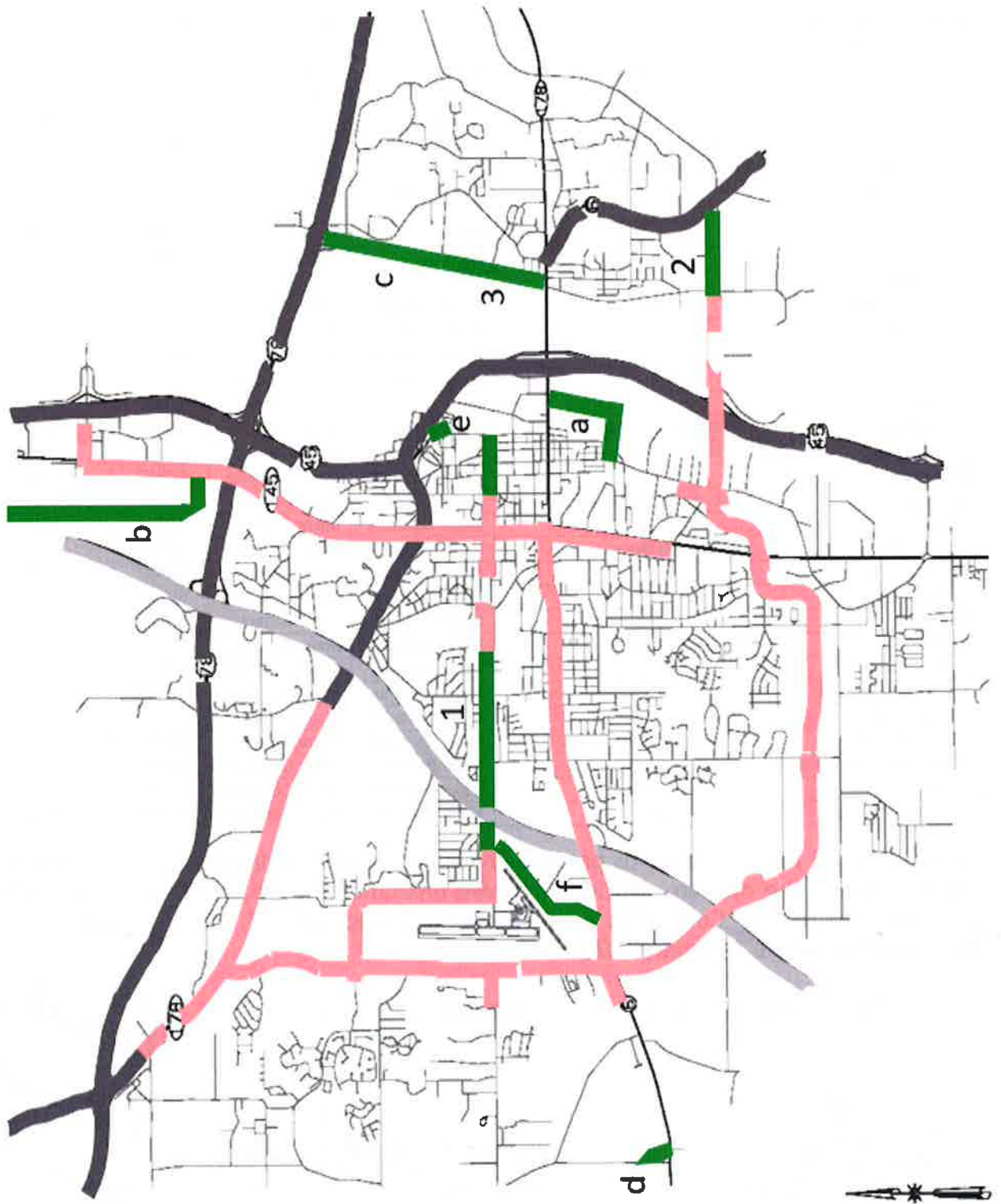
With no further business to discuss, the meeting was adjourned.


 Chairman Greg Pirkle


 Submitted by Renee Newton

*Revised by
 December 14, 2020
 Minutes - RN*

Phase VII Proposed Road Construction Projects



**Tupelo Thoroughfare Phase VII
Estimated Cost Analysis Report**

Priority	Projects Under Consideration	Estimated Cost	Utilities (Option 1)*	Utilities (Option 2)^	Utilities (Option 3)'	Land Purchase	Total Estimated Cost 1*	Total Estimated Cost 2^	Total Estimated Cost 3'
Improvements									
1	West Jackson Street								
X	Airpark to Thomas (1)(2)	2,463,584.19	7,500,000.00	4,000,000.00		0.00	9,963,584.19	6,463,584.19	
X	Thomas To Joyner (1)(2)	4,797,557.54	3,400,000.00	14,500,000.00	10,600,000.00	0.00	8,197,557.54	19,297,557.54	15,397,557.54
X	Madison to Front (1)(2)	1,557,662.36	5,500,000.00			0.00	7,057,662.36		
**	Airpark								
	Jackson to Main (1)(2)	3,003,369.70				0.00	3,003,369.70		
2	Eason								
**	Veterans to Briar Ridge (***) (3)(5)	3,321,818.07	6,400,000.00				9,721,818.07		
**	Elizabeth Street								
	East Main to Green (1) (2)	3,231,343.96	14,000,000.00			0.00	17,231,343.96		
	Veterans								
3	Main to Hamm (1)(2)	1,910,051.14	6,400,000.00			0.00	8,310,051.14		
**	Hamm to I 22 (1)(2)	1,612,224.97				0.00	1,612,224.97		
New Construction									
**	Barnes Xing to Gloster (3)(4)	10,655,935.10				0.00	10,655,935.10		
**	McPerson Realignment to Hwy 6 (2)(3)	1,200,423.14				0.00	1,200,423.14		
Partnership Project with MDOT									
**	North Intersection Hwy 45								
		\$							
25% Maintenance Funds		9,813,492.54							
Total Projects		33,753,970.17	43,200,000.00	18,500,000.00	10,600,000.00		76,953,970.17	25,761,141.73	15,397,557.54
Highlighted Projects		49,067,462.71							

** Recommendations to be included in Phase VII, but is not prioritized

*** Project was approved in Phase VI, but may not be started before the end of Phase VI

(1) Estimated cost includes sidewalks

(2) Estimated price includes 3 lanes

(3) Estimated cost does not include sidewalks

(4) Estimated cost includes 5 lanes

Tupelo Thoroughfare Phase VII

Phase VII Utility Estimates

- **Jackson Street**
 - **Airpark to Thomas**-.66 miles
 - Option 1-relocate to underground distribution and communication (Comm), except Transmission (7.5M)
 - Option 2-relocate to underground communication, rebuild distribution and transmission overhead (4M)
 - **Thomas to Joyner**-1.2 miles, .3 miles with distribution and communication, .9 miles of distribution, transmission and communication
 - Option 1-convert .3 miles of distribution and communication to underground (3.4M) Joiner to West property of N. W. Substation
 - Option 2-option 1 plus .9 miles of distribution and communication (14.5M)
 - Option 3-option 1 plus .9 miles of communication to underground and rebuild and transmission overhead (10.6M)
 - **Madison to Front**-.44 miles, distribution and communication
 - Relocate everything underground (5.5M)
- **Veterans**
 - **Main to Hamm**-.92 miles, distribution and communication
 - Relocate everything underground (6.4M)
- **Eason**
 - **Veterans to Briar Ridge**-.75 Miles, distribution and communication
 - Relocate everything underground (6.4M)
- **Elizabeth Street**
 - **Main to Green**-.93 miles, distribution
 - Relocate everything underground (14M)

Estimates provided by Allen&Hoshall



Tupelo Major Thoroughfare Program Minutes November 9, 2020

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

Members not present: Bill Cleveland, Scott Davis, Chris Hussey, Ian Morrison, Jamie Osbirn, Drew Robertson, and Brent Waldrop

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

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the October 12, 2020, Major Thoroughfare Program regular meeting. Motion made by Ernie Joyner to accept minutes. Danny Riley seconded the motion. Minutes were approved unanimously by Committee.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending October 31, 2020. Beginning cash balance was \$5,627,280. Revenue from Interest Earned was \$6,378. Total Expenditures were \$205,446. Payments included \$7,895 for Personnel Costs; \$27,215 to W Jackson St-Airpark to Coley Project; and \$170,337 to Jackson St-Clayton to Madison Project. Ending cash balance was \$5,482,211.

Dennis Bonds gave updates on the current projects.

JACKSON STREET (CLAYTON TO MADISON)

Contractor is installing storm drain between Magnolia Street and Park Street on the north side. Project is approximately 1% complete with approximately 10% of time used. Waiting on Comcast to complete relocation. TW&L ready to install mast arm foundations. Decorative light poles being installed on E Jackson.

W JACKSON ST (AIR PARK TO COLEY)

Pre-construction conference is to be scheduled this month with notice to proceed date planned for mid-December.

EASON BLVD (S VETERANS TO BRIAR RIDGE)

Plans should be completed this week.

MDOT PROJECTS

- Hwy 6 - 14 miles from Elvis Presley Birthplace to Nettleton let on 9/22
- Hwy 45 from Barnes Crossing to Brewer - Start next year
- Hwy 45 from Brewer to Okolona - underdrain work ongoing
- I-22 - Completed

INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace

Greg Pirkle announced the resignation of Mike Pettigrew from the Committee. Mr. Pettigrew accepted a position with Lee County. Chairman Pirkle thanked Mr. Pettigrew for his service and dedication to the Major Thoroughfare Committee.

Chairman Pirkle opened discussion of Phase VII election process. See attached timeline. Public Hearing on Priorities to be held December 1, 2021. Greg Pirkle encouraged all members to attend. Election is set for February 2, 2021, at the December 15, 2021 City Council meeting. Committee will discuss at the December meeting how to get information out to groups, citizens, and general public.

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



Chairman Greg Pirkle



Submitted by Renee Newton



Tupelo Major Thoroughfare Program Minutes December 14, 2020

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

Members not present: Scott Davis, Chris Hussey, Ian Morrison, Jamie Osbirn, and Brent Waldrop

Others present: Dennis Bonds, Renee Newton, Lucia Randle, Johnny Timmons, Taylor Vance, John White, and Chuck Williams

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle made motion to revise the October 12, 2020, minutes by replacing the included list of arterial and major collector streets with the Five Year Overlay Plan (see attached); and to accept the November 9, 2020, minutes. Motion was seconded by Charlotte Loden. Motion approved unanimously.

Dennis Bonds presented updates on the current projects.

JACKSON STREET (CLAYTON TO MADISON)

Contractor is working on installation of drainage items along both sides of roadway between Magnolia Street and Park Street. Project is approximately 3.5% complete with approximately 16% of time used. The project seems to be lagging behind schedule but the underground work currently being performed is slow and tedious. Hopefully the schedule will begin to get on track once more above ground work is being performed.

W JACKSON ST (AIR PARK TO COLEY)

Contractor began installing construction signs this morning. Should begin installing erosion control measure in next couple of days. Contractor for Gas Company is laying a new gas line to replace the line under the roadway. They should be finished next week if everything goes according to plan. Notice to proceed began today.

EASON BLVD (S VETERANS TO BRIAR RIDGE) ⁷⁰⁷

Engineering plans are complete.

INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace

MDOT PROJECTS

No new activity

Dennis Bonds reviewed the Major Thoroughfare Phase VI Budget Report for the month ending November 30, 2020. Beginning cash balance was \$5,482,211. Revenue from Property Tax and Interest Earned was \$56,105. Total Expenditures were \$337,214. Payments included \$7,881 for Personnel Costs; \$131,897 for engineering plans for Eason Blvd-Veterans to Briar Ridge; and \$197,436 to Jackson St-Clayton to Madison Project. Ending cash balance was \$5,147,102.

New Business

Major Thoroughfare Program Phase VII vote will be held February 2, 2021.

Chairman Pirkle introduced Lucia Randle, City of Tupelo Communications Director, to the Committee. Ms. Randle will assist the Committee with promoting the election. Discussion was held about methods to get information to the voting public about Phase VII plans and priorities.

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



Chairman Greg Pirkle



Submitted by Renee Newton

MAJOR THOROUGHFARE MAINTENANCE OVERLAYS

Current Asphalt Bid Cost	\$ 93.00	Current 5 Lane Striping Cost per Mile
Current Mill Bid Cost	\$ 2.75	\$ 22,672.32

	Year	Length	Avg Width	APP Sq Yds	Est Mill/ Overlay Cost	Est Striping Cost	
FAIRLY CERTAIN	2020						
	Thomas Street (Main to Cliff Gookin)	11,346	39	49,166	\$ 638,175	48,719.72	
	Main Street (Green to Hwy 145)	2,587	51	14,660	\$ 190,282	11,108.58	
	Green Street (Main to Gloster)	11,100		71,813	\$ 932,133	47,663.40	
					\$ 1,760,589.89	107,491.70	6.1%
	2021						
	Green Street (Main to Gloster) remainder					\$ -	
	Coley (Main Street to Chesterville)	5,400	64	38,400	\$ 498,432.00	\$ 23,187.60	
	Eason (Green to Hwy 45)	4,000	64	28,444	\$ 369,208.89	\$ 17,176.00	
	Coley (Jackson to McCullough)	6,200	64	44,089	\$ 572,273.78	\$ 26,622.80	
					\$ 1,439,914.67	\$ 66,986.40	4.7%
	2022						
	Eason (I-22 to Main)	8,000	26	23,111	\$ 299,982.22	\$ 34,352.00	
	Monument Drive	3,262	29	10,511	\$ 136,431.34	\$ 14,007.03	
	N. Thomas (Main to Jackson)	3,383	32	12,028	\$ 156,129.21	\$ 14,526.60	
*Airpark (Main to Jackson)	6,335	25	17,597	\$ 228,411.94	\$ 27,202.49		
Cliff Gookin - Natchez Trace to Thomas	8,600	64	61,156	\$ 793,799.11	\$ 36,928.40		
				\$ 1,314,771.60	\$ 127,016.52	9.7%	
NOT CERTAIN YET	2023						
	Northern Loop - McCullough to I-22	3,900	70	30,333	\$ 393,727	\$ 16,746.60	
	Cliff Gookin - Lawndale to Gloster	4,700	64	33,422	\$ 433,820	\$ 20,181.80	
	Cliff Gookin - Thomas to Lawndale	5,300	64	37,689	\$ 489,202	\$ 22,758.20	
					\$ 1,316,748.89	\$ 59,686.60	4.5%
	2024						
	Northern Loop - Mt. Vernon to Gloster	9,500	70	73,889	\$ 959,078	\$ 40,793.00	
	Northern Loop - I-22 to Mt. Vernon	10,000	70	77,778	\$ 1,009,556	\$ 42,940.00	
	TBD						
					\$ 1,968,633.33	\$ 83,733.00	4.3%
2025							
TBD							
				\$ 1,500,000			
				\$ 9,300,658.38	\$ 444,914		
TOTAL M&O + Striping					\$ 9,745,572.61	At 2020 Bid Price	



Tupelo Major Thoroughfare Program Minutes January 11, 2021

Members present: Bill Cleveland, Stuart Johnson, Ernie Joyner, Charlotte Loden, Jon Milstead, Greg Pirkle, Danny Riley, Ted Roach, and Wesley Webb

Members not present: Scott Davis, Chris Hussey, C W Jackson, Aletha Mims, Jamie Osbirn, Drew Robertson and Brent Waldrop

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

Chairman Pirkle called meeting to order. Mr. Pirkle announce the resignation of Ian Morrison from the Committee. This leaves two vacancies on the Committee.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the December 14, 2020, Major Thoroughfare Program regular meeting. Stuart Johnson made motion to accept minutes. Danny Riley seconded the motion. Motion to accept minutes approved unanimously by Committee.

Dennis Bonds reviewed the Major Thoroughfare Phase VI Budget Report for the month ending December 31, 2020. Beginning cash balance was \$5,147,102. Revenue from Property Tax and Interest Earned was \$56,261. Total Expenditures were \$210,536. Payments included \$12,206 for Personnel Costs and \$198,330 to Jackson St-Clayton to Madison Project. Ending cash balance was \$4,992,827.

Question asked as to how much has been paid out for the Jackson St from Clayton to Madison project to date. The amount of receipts for that project totals \$5,954,217, per page three of the financial report. Budgeted amount is \$9,904,785. Question asked as to why the personnel cost was higher for December. December had three pay periods, rather than the usual two pay periods per month.

Dennis Bonds reviewed updates on the current projects.

JACKSON STREET (CLAYTON TO MADISON)

Contractor has completed installation of drainage items along both sides of roadway between Magnolia Street and Park Street. Contractor is currently working on construction of roadway base, curb and gutter and driveways along this section of roadway. Contractor is beginning work on section from Clayton to Magnolia. Project is approximately 9% complete with approximately 29% of time used. Mr. Bonds presented drone footage of the project area on W Jackson St showing the current conditions in which the contractor is working. It is very tedious work at this time, but should speed up after they are through the tight spaces. Mr. Bonds also brought to the

attention of the Committee the necessary⁷¹⁰ removal of five pine trees at the corner of W Jackson St and Magnolia St. The owner is agreeable to the removal of the trees. Removal would preferably be done by the City. A quote was requested from a tree service to get an idea of how much removal would cost if the City is not able to remove the trees. The quote received was for \$12,000. If the City is unable to perform the work, the removal will be bid out.

W JACKSON ST (AIR PARK TO COLEY)

Contractor has begun staking and layout work and installation of erosion control items. Anticipated completion of project is December 2021.

EASON BLVD (S VETERANS TO BRIAR RIDGE)

Plans are complete. Three properties remain to obtain right-of-way for the project.

INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace

MDOT PROJECTS

No new activity

ELECTION

Major Thoroughfare Program Phase VII vote will be held February 2, 2021.

Chairman Pirkle asked Lucia Randle to give an update on advertising efforts. Ms. Randle stated that the MTP Phase VII Election information is now on the City of Tupelo website. A front page banner in the Daily Journal is planned for January 31. The Committee should plan to begin a social media push ten days before election date. Graphics and content need to be determined and created as soon as possible. Committee discussed previous and potential donation sources to cover advertising expenses. Committee also discussed media and other advertisement opportunities available in the short time period between now and the election.

Mr. Pirkle asked Renee Newton to provide all Committee members with Ms. Randle's email address in order to coordinate marketing activities.

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



Chairman Greg Pirkle



Submitted by Renee Newton



AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE March 3, 2021
SUBJECT: IN THE MATTER OF SURPLUSING A VEHICLE **BA**

Request:

Please accept this letter of request to surplus for scrap/auction the following vehicle, 1999 Ford Crown Victory, VIN#2FAFP71W8XX156676. At the advice of our City Shop, this vehicles maintenance cost outweighs the cost of maintaining it. The mileage on the vehicle is over 155,000 and it also has a transmission that needs replacing among other issues.

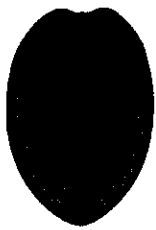


AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE: March 3, 2021
SUBJECT: IN THE MATTER OF SURPLUS WEAPON AND RETIREMENT **BA**

Request:

Please accept this letter as request to surplus Cpl. Philip Sanderson's duty weapon (Glock Model 45, 9mm) serial number BKLR991 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 Statute 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.



Tupelo Police Department ⁷¹³

March 2nd, 2021

To: Chief Bart Aguirre

From: Philip Sanderson

Reference: Retirement

Chief Bart Aguirre,

I will be retiring from Tupelo Police Department effective March 19, 2021. After 27 years in law enforcement and the last 18 with Tupelo Police Department, it is time for me to spend more time with my family. It has truly been an honor to serve the public and Tupelo Police Department and my time here will always be a huge part of my life. I would like to thank you for all of the opportunities that were afforded to me during my time, but I now look forward to retirement and seeing what the future holds.

Sincerely,

Philip Sanderson



AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE March 3, 2021
SUBJECT: IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT **BA**

Request:

Please accept this letter as request to surplus Lt. Robert Harper's duty weapon (Glock Model 45, 9mm) serial number BKLY459 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.

Gentlemen,

Please let this email serve as official notification that **March 19, 2021** will be my last day of employment with the Tupelo Police Department.

I am very grateful to have been able to serve the community alongside the courageous men and women of the department, as I am equally appreciative of the opportunities and trust placed in me by the TPD Administration throughout my career. As I move on to another chapter in life, my prayer is that the choicest of God's blessings be upon my Brothers and Sisters of MY TPD FAMILY and that the Lord keep each of you safe daily.

Yours Truly,

[Lt. Robert Harper](#)



AGENDA REQUEST

TO: Mayor and City Council
FROM: Bart Aguirre, Chief
DATE: March 10, 2021
SUBJECT: IN THE MATTER OF SURPLUSING A PATROL VEHICLE **BA**

Request:

Please accept this letter of request to surplus a 2010 Ford Crown Victory Police Vehicle, VIN#2FABP7BV9AX121964, for donation to the City Of Verona for \$1.00. The Police Chief in Verona MS has requested a patrol vehicle to add to their fleet. This vehicle has approximately 218,000 miles on it and is no longer being used by the City Of Tupelo.


AIA® Document A101® – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Third (3rd) day of March in the year Two Thousand Twenty-One (2021)

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

The City of Tupelo
Post Office Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485
Telephone Number: (662) 841-6513
Fax Number: (662) 840-2075

and the Contractor:

(Name, legal status, address and other information)

Hooker Construction, Inc.
Post Office Box 8
10719 Highway 336 West (38871)
Thaxton, Mississippi 38871-0008
Telephone Number: (662) 489-2567
Fax Number: (662) 489-2584

for the following Project:

(Name, location and detailed description)

Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502
Project Location: Northwest corner of Blair Street and Clayton Avenue in Tupelo, Mississippi
The project is a new Fire Station #2 for The City of Tupelo

The Architect:

(Name, legal status, address and other information)

PryorMorrow PC
Post Office Box 7066
1150 South Green Street, Building 1, Suite F (38804)
Tupelo, Mississippi 38802-7066
Telephone Number: (662) 840-8062
Fax Number: (662) 840-8092

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1165315683)

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Architect on behalf of the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

Not later than Three Hundred (300) calendar days from the date of commencement of the Work.

By the following date:

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

Portion of Work	Substantial Completion Date
Not applicable.	

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Eight Hundred Ninety-six Thousand One Hundred Twenty-five Dollars and Zero Cents (\$ 1,896,125.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
Not applicable.	

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

Item	Price	Conditions for Acceptance
Not applicable.		

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

Item	Price
(1) Allowance for latent conditions	\$25,000.00
(2) Allowance for purchase and delivery of face brick	\$450.00 per thousand
(3) Allowance for purchase and delivery of finish hardware	\$10,000.00
(4) Allowance for purchase of Best cylinders and cores keyed to the Owner's specifications and installation of permanent cores by Best representatives	\$3,200.00
(5) Allowance mortar color	\$20.00 per bag
(6) Allowance for purchase and delivery of Owner-selected robe hooks, towel hooks, shower shelves, and miscellaneous toilet accessories	\$1,000.00
(7) Allowance for purchase, fabrication, delivery, and installation of exterior signage	\$3,000.00

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
(1) Unit Price Number 1: Additional cut and fill beyond that which is required for the Base Bid	Per cubic yard	\$22.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

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

Not applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

The Contractor's Applications for Payment shall be submitted on or before the fifteenth (15th) day of each month. Any application not submitted on or before this date may not be processed or certified until the following month.

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the certified Application for Payment from the Architect. Payment shall not be considered late until thirty (30) days after the Owner's receipt of the certified Application for Payment from the Architect.

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

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

Init.

- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

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

§ 5.1.7 Retainage

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

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

Five percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Not applicable.

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

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

Retainage shall be five percent (5%) of the contract sum. Until final payment, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Retainage may be reduced on public projects (as defined by the Mississippi Code Annotated 31-3-1) in accordance with the provisions of the Mississippi Code Annotated 31-5-33. On private projects, retainage will not be reduced prior to final payment.

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

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

Refer to 5.1.7.2.

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

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

§ 5.2 Final Payment

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

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

.2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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

All payments or monies owed Contractors shall be paid when due and payable under the terms of the Contract. If they are not paid with Forty-five (45) calendar days from the day they were due and payable, then they shall bear interest from the due date until paid at the rate of One percent (1%) per month until fully paid.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

Not applicable.

Init.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Chief Thomas Walker
Fire Department
The City of Tupelo
Post Office Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485
Telephone Number: (662) 841-6439

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Graden Hooker
President
Hooker Construction, Inc.
or the individual designated by Mr. Hooker
Post Office Box 8
10719 Highway 336 West (38871)
Thaxton, Mississippi 38871-0008
Telephone Number: (662) 489-2567
Fax Number: (662) 489-2584

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

§ 8.5 Insurance and Bonds

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

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

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

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

Not applicable.

§ 8.7 Other provisions:

Init.

Not applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

Not applicable.

- .5 Drawings

Number	Title	Date
Refer to the attached Exhibit "B."		

- .6 Specifications

Section	Title	Date	Pages
Refer to the attached Exhibit "A."			

- .7 Addenda, if any:

Number	Date	Pages
(1) Addendum Number 1	January 25, 2021	Five (5)
(2) Addendum Number 2	February 8, 2021	Ten (10)

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

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:


Document	Title	Date	Pages
Project Manual	Re-Bid, The City of Tupelo, Fire Station #2	January 11, 2021	Sections 00100 - 01780

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders,

sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

- (1) Exhibit "C": Contractor's Proposal Form/Bid Package.
- (2) Exhibit "D": Correspondence dated February 23, 2021, from Graden Hooker, President of Hooker Construction, Inc., to Rud Robison of PryorMorrow PC (re: value engineering).
- (3) Exhibit "E": Mandatory addendum to all contracts with The City of Tupelo dated August 2019 and provided to the Architect by Ben Logan, Attorney for The City of Tupelo

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



OWNER (Signature)
 Jason L. Shelton, Mayor

 (Printed name and title)



CONTRACTOR (Signature)
 Graden Hooker, President

 (Printed name and title)

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2020502 – Re-Bid, The City of Tupelo, Fire Station #2

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2020502 – Re-Bid, The City of Tupelo, Fire Station #2

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2020502 – Re-Bid, The City of Tupelo, Fire Station #2

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APPENDIX

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2020502 – Re-Bid, The City of Tupelo, Fire Station #2

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EXHIBIT "B"

2020502 – Re-Bid, The City of Tupelo, Fire Station #2

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2020502 – Re-Bid, The City of Tupelo, Fire Station #2

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END OF SECTION

Hooker Construction, Inc.
P.O. Box 8
Thaxton, MS 38871
662-489-2567

⁷³³
EXHIBIT "C"

City of Tupelo
City Hall, 1st Floor
ATTN: Traci Dillard
71 East Troy St.
Tupelo, MS 38804

EXHIBIT "C"

Bid Enclosed For:
Re-bid
The City of Tupelo, Fire Station #2
Bid # 2021-001FD
Bid Date: February 11, 2021 @ 2:00 pm
Certificate of Responsibility# 03552-MC

734
EXHIBIT "C"

2020502 - Re-Bid, The City of Tupelo, Fire Station #2

SECTION 00400
PROPOSAL FORM

Thursday, February 11, 2021

Certificate of Responsibility Number: 03552-MC

Proposal of: Hooker Construction, Inc.

Project: Re-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502

Owner: The City of Tupelo
Jason L. Shelton, Mayor
P.O. Box 1485
71 East Troy Street (38804)
Tupelo, Mississippi 38802-1485

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

Addendum No. 1 Date 1/25/21 Pages: 5 Addendum No. 2 Date 2/8/21 Pages: 10

Addendum No. Date Pages: Addendum No. Date Pages:

Addendum No. Date Pages: Addendum No. Date Pages:

Having carefully examined the Contract Documents entitled *Re-Bid, The City of Tupelo, Fire Station #2*, prepared by PryorMorrow PC, and dated January 11, 2021, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, materials, and services required by the Contract Documents for the work described as follows:

BASE BID:

One million nine hundred thirty thousand DOLLARS (\$ 1,930,000)

ALTERNATES:

ALTERNATE NUMBER 1: Omit four-fold doors and associated components. Provide and install glazed sectional aluminum doors as indicated in the drawings and in Section 08362.

DEDUCT Forty thousand DOLLARS (\$ 40,000)

ALTERNATE NUMBER 2: Omit the overhead coiling door and associated components. Provide and install sectional insulated steel doors as indicated in the drawings and in Section 08363.

DEDUCT Twelve thousand DOLLARS (\$ 12,000)

735
EXHIBIT "C"

2020502 – Re-Bid, The City of Tupelo, Fire Station #2

UNIT PRICES:

UNIT PRICE NUMBER 1: Additional cut and fill beyond that which is required for the Base Bid.

\$ 22.00 per cubic yard

SUBSTANTIAL COMPLETION: Time is an important consideration on the project. The project shall be substantially complete within three hundred (300) calendar days following issuance of a Notice to Proceed by the Architect.

LIQUIDATED DAMAGES: The Owner will deduct \$250.00 per day liquidated damages for each day of delay exceeding the contract time until such time substantial completion is reached.

CHANGES TO THE WORK: The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum representing the Contractor's cost of the work (which is properly itemized and supported by sufficient substantiating data to permit evaluation) and a fixed percentage fee. The undersigned proposed a fixed percentage fee of 20 % for changes that add to, or increase, the scope of work and 12 % for changes that reduce the scope of work. Refer to Section 00800, 7.3.11.

Respectfully Submitted:

Signed:

Graden Hooker
Incorporated in State of MS

Print Name:

Graden Hooker

Title:

President

Address:

P.O. Box 8, Thaxton, MS 38871

*If the bidder is a corporation, write the State of Incorporated under the signature. If the bidder is a partnership, show the names of all partners.

Note: The bidder's Certificate of Responsibility number is required on the outside of the envelope that contains the proposal of the bidder.

END OF SECTION

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Hooker Construction, Inc.
PO Box 8
Thaxton, MS 38871

SURETY:

(Name, legal status and principal place of business)
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)
City of Tupelo, City Hall
71 East Troy Street
Tupelo, MS 38804

BOND AMOUNT: Five percent of amount bid (5%)

PROJECT: Re-Bid City of Tupelo, Fire Station #2, Tupelo, MS - Bid Number 2021-001FD
(Name, location or address, and Project number, if any)

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may, in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of February, 2021

Cinde H. Weiss
(Witness)

Hooker Construction, Inc.
(Principal) (Seal)

Graden Hooker
(Title) Graden Hooker, President
Western Surety Company

James McJ...
(Witness)

(Surety) (Seal)

Cooper W. Permenter
(Title) Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Mark E Harris, Keith W Brown, W W Jones II, Joseph Madden III, Richard L. Powell, Ric Stallings, Tona J Hunter, Cooper W Fermenter, 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 hereon affixed on this 5th day of April, 2016.

WESTERN SURETY COMPANY

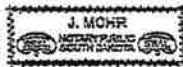


Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of April, 2016, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereon pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of February, 2021.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



P.O. Box 8 • 10719 Hwy. 336 West • Thaxton, Mississippi 38871
(662) 489-2567 • Fax (662) 489-2584 • hconstruction2567@gmail.com

February 23, 2021

Pryor & Morrow Architects
ATTN: Rud Robison
P. O. Box 7066
Tupelo, MS 38802

RE: Value Engineering for
Rc-Bid
The City of Tupelo
Fire Station #2
Tupelo, Mississippi
Bid Number 2021-001FD
PryorMorrow Project Number 2020502

Dear Rud:

By copy of this letter, we hereby submit the following list of possible credits on the above referenced project.

Lauderdale Mechanical Credit -	\$10,000	(reduction in price - see attached)
Sunbelt Specialties Credit - \$3,875	\$4,646	(material changes - see attached)
Hooker Construction, Inc. - Credits		
Fencing	\$10,000	(we will install ourselves)
Reduction in our price	\$10,000	(no changes in specified materials)

Total credits listed above ~~\$34,646~~ **\$ 33,875 Recommended**

If you have any questions or comments regarding the above list, please contact Tommy Williams.

Sincerely,

HOOKER CONSTRUCTION, INC.

Graden Hooker
Graden Hooker, President

*Hooker
Base Bid \$ 1,930,000
- 33,875 credits
\$ 1,896,125.00
Recommended award
to Hooker Construction, Inc.
Rud Robison 2/23/21*

Hooker Construction

From: Tina L Blanton [tblanton@selectconnect.net]
Sent: Tuesday, February 23, 2021 10:57 AM
To: 'Hooker Construction'; hookerconstruction@hughes.net
Subject: Tupelo Fire Station # 2
Attachments: image001.jpg

Tommy,

I am willing to decrease my original bid of \$245,000 by \$10,000 to help get the project within budget. I'm not making any changes to products or materials to reduce my price.

Thanks,
Tina

*Recommended
Rud Robison 2/23/21*

Tina L. Blanton
Lauderdale Mechanical Group, Inc.
P.O. Box 3404
Tupelo, MS 38803
ph. 662-841-7718
fax 662-841-7780
tblanton@selectconnect.net



Lauderdale Mechanical Group



SPECIALTIES, INC.

DRYWALL

PLASTER

FLOORS

CEILINGS

FEBRUARY 22, 2021

RE: FIRE STATION #2
TUPELO, MS
REBID VALUE ENGINEERING

ATT: TOMMY WILLIAMS
HOOKER CONSTRUCTION

WE PROPOSE TO FURNISH LABOR AND MATERIALS FOR THE FOLLOWING:

- 1. CHANGE FROM SPECIFIED CEILING TILE TO STANDARD LAY IN FINE FISSURED TILE.
DEDUCT \$729.00
- 2. OMIT CERAMIC MUD BED IN ALL BUT SHOWERS.
DEDUCT \$771.00
- 3. CHANGE FROM SPECIFIED CERAMIC WALL TILE TO SEMI GLOSS AND MAT 3" X 6" GROUP 1.
DEDUCT \$1337.00
- 4. CHANGE FROM EPOXY GROUT TO STANDARD GROUT.
DEDUCT \$1809.00

*I do not recommend
Item #2. Rud Robison
2/23/21*

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL.

SINCERELY,

Hal Morgan
HAL MORGAN
ESTIMATOR

*Total ~~\$4,646.00~~ in credits
\$3,875.00
Rud Robison
Recommended*

EXHIBIT "E"

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

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 contact 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).

EXHIBIT "E"

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.

EXHIBIT "E"

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

18. 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


Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)
Hooker Construction, Inc.

PO Box 8
Thaxton, MS 38871

OWNER:

(Name, legal status and address)
The City of Tupelo

PO Box 1485
Tupelo, MS 38802-1485

CONSTRUCTION CONTRACT

Date: March 3, 2021

Amount: \$1,896,125.00

Description: Re-Bid The City of Tupelo Fire Station #2, Tupelo, MS
(Name and location) Bid No. 2021-001FD, PryorMorrow No. 2020502

SURETY:

(Name, legal status and principal place
of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: March 4, 2021

(Not earlier than Construction Contract Date)

Amount: \$1,896,125.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Hooker Construction, Inc.

Signature: 

Name: Braden Hooker
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)
Western Surety Company

Signature: 

Name: Cooper W. Permenter

and Title: Attorney-in-Fact/MS Resident Agent

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Harris Madden Powell
Stallings & Brown, Inc.
PO Box 381708
Memphis, TN 38183-1708

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
PryorMorrow, PC
PO Box 7066
Tupelo, MS 38802-7066

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Document A312™ – 2010

Bond No. 30123385

Payment Bond

CONTRACTOR:

(Name, legal status and address)
 Hooker Construction, Inc.
 PO Box 8
 Thaxton, MS 38871

OWNER:

(Name, legal status and address)
 The City of Tupelo
 PO Box 1485
 Tupelo, MS 38802-1485

CONSTRUCTION CONTRACT

Date: March 3, 2021

Amount: \$1,896,125.00

Description: Re-Bid The City of Tupelo Fire Station #2, Tupelo, MS
(Name and location) Bid No. 2021-001FD, PryorMorrow No. 2020502

SURETY:

(Name, legal status and principal place of business)
 Western Surety Company
 151 N. Franklin Street
 Chicago, IL 60606

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: March 4, 2021

(Not earlier than Construction Contract Date)

Amount: \$1,896,125.00

Modifications to this Bond: None See Section 18
CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
 Hooker Construction, Inc.

Signature: 

Name: Braden Hooker

and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)
SURETY

Company: *(Corporate Seal)*
 Western Surety Company

Signature: 

Name: Cooper W. Permenter

and Title: Attorney-in-Fact/MS Resident Agent

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

Harris Madden Powell
 Stallings & Brown, Inc.
 PO Box 381708
 Memphis, TN 38183-1708

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
 PryorMorrow, PC
 PO Box 7066
 Tupelo, MS 38802-7066

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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 hereinaffixed hereby make, constitute and appoint

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of April, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of April, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of March, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2021

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

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

PRODUCER Harris, Madden, Powell, Stallings & Brown, Inc. PO Box 381708 Memphis, TN 38183-1708	CONTACT NAME: Ashley Murray PHONE (A/C, No, Ext): (901) 316-1019 FAX (A/C, No): (901) 853-9943 E-MAIL ADDRESS: amurray@hmpins.com														
INSURED Hooker Construction, Inc. PO Box 8 Thaxton, MS 38871-0008	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Brierfield Insurance Company</td> <td>10993</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C : Mid Continent Casualty Company</td> <td>23418</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Brierfield Insurance Company	10993	INSURER B : Hanover Insurance Company	22292	INSURER C : Mid Continent Casualty Company	23418	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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	CPP100058462	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA100058463	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	UMB100058465	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC0100058464	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
B	Builders Risk			IH5H530026	3/8/2021	3/8/2022	Scope of Work \$ 1,896,125
C	Owners & Contractors			04OCP002000418	3/9/2021	3/9/2022	Aggregate \$ 2,000,000

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

Project: The City of Tupelo Fire Station #2;

Certificate Holder as Owner and Architect are Additional Insureds for General Liability, Owners and Contractors Protective Liability, Auto Liability, and Umbrella Liability with respect to insured's work as required by contract. Coverage is primary and noncontributory to any coverage carried by or on behalf of Certificate Holder. A Waiver of Subrogation applies in favor of Additional Insureds for General Liability, Auto Liability, Umbrella Liability and Workers' Compensation as required by contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Tupelo
 PO Box 1475
 Tupelo, MS 38802

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

Roger W. Parvante



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director

DATE March 03, 2021

SUBJECT: IN THE MATTER OF PW ASSET TRANSFER TO AIRPORT - CW

Request:

Request to transfer

From Public Works to the Tupelo Airport

61-036 1993 IHC SA47540 Dump Truck Vin 1HTSCPHN9PH504358

Asset G01519 Barcode 10663 COT 1509 TW956234



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director

DATE 03/04/2021

SUBJECT: IN THE MATTER OF PW BID APPROVAL OF TUPELO ROADWAY
MAINTENANCE PROGRAM 2021 ANNUAL TERM BID 2021-005PW - **CW**

Request:

Request for Bid Approval for the Tupelo Roadway Maintenance Program 2021 Annual Term
Bid 2021-005PW

One Bidder Responded – James A. Hodges Construction, Inc.

We recommend that this bid be awarded to James A. Hodges Construction, Inc.



February 26, 2021

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

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
TUPELO ROADWAY MAINTENANCE PROGRAM
2021 ANNUAL TERM BID – BID NO. 2021-005 PW

Dear Mr. Williams:

I am pleased to submit to you, the Mayor and the City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall in the City Council Chambers on Friday, February 26, 2021 at 10:00 AM local time.

One bid was received for this project that included unit prices for forty-two (42) items that are routinely utilized in the maintenance and repair of roadway and drainage improvements projects. The low bid price submitted by James A. Hodges Construction, Inc. totaled \$14,213.00. This bid total, along with the individual unit prices for the bid items, fall within the typical amounts that are associated with this type construction activity. This is represented also in that this bid total is approximately 18% lower than the low bid for the same contract in 2020, which totaled 17,269.00 for the same scope of work.

Thus, it is my recommendation to award this contract to Hodges Construction in accordance with the bid proposal and Contract Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
DABBS CORPORATION

Dustin D. Dabbs, PE
President

C: Don Lewis, COO, City of Tupelo
Ben Logan, City Attorney, City of Tupelo
Kim Hanna, CFO, City of Tupelo

@dabbscorp	OFFICE 662.840.4162	1005 N. Eason Boulevard
	MOBILE 601.927.4012	Tupelo, MS 38804

BID TABULATION					
CITY OF TUPELO, MISSISSIPPI					
2020 ROADWAY MAINTENANCE ANNUAL BID					
BID NO. 2021-005PW					
BID DATE: FEBRUARY 26, 2021					
				HODGES CONSTRUCTION	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
ROADWAY ITEMS					
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	\$24.00	\$24.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	\$20.00	\$20.00
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	\$24.00	\$24.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	\$20.00	\$20.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	\$17.00	\$17.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	\$12.00	\$12.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	\$300.00	\$300.00
8	SAW CUT, FULL DEPTH	LF	1	\$12.00	\$12.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	CY	1	\$18.00	\$18.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	\$23.00	\$23.00
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	\$25.00	\$25.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	\$45.00	\$45.00
<i>SUB-TOTAL (ROADWAY ITEMS)</i>				\$540.00	\$540.00
DRAINAGE ITEMS					
13	REMOVAL OF CONCRETE PIPE CULVERT, 8" - 24"	LF	1	\$16.00	\$16.00
14	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	\$20.00	\$20.00
15	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 8" -	LF	1	\$10.00	\$10.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25"	LF	1	\$13.00	\$13.00
13	REINFORCED CONC. CURB INLET, SS-2 OR APPROVED	CY	1	\$1,500.00	\$1,500.00
14	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	\$2,100.00	\$2,100.00
15	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GR	EA	1	\$2,100.00	\$2,100.00
16	REINFORCED CONC. DRAIN BASIN W/ 2' X 2' CAST IRO	CY	1	\$1,500.00	\$1,500.00
17	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	\$2,100.00	\$2,100.00
18	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	\$1,300.00	\$1,300.00
19	CONNECT TO EXISTING INLET/JUNCTION BOX	EA	1	\$1,500.00	\$1,500.00
20	CONCRETE, IN PLACE	CY	1	\$800.00	\$800.00
21	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIP	LF	1	\$18.00	\$18.00
22	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$20.00	\$20.00
23	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIP	LF	1	\$15.00	\$15.00
24	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$18.00	\$18.00

BID TABULATION CITY OF TUPELO, MISSISSIPPI 2020 ROADWAY MAINTENANCE ANNUAL BID BID NO. 2021-005PW BID DATE: FEBRUARY 26, 2021					
				HODGES CONSTRUCTION	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
25	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$20.00	\$20.00
26	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$25.00	\$25.00
27	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$25.00	\$25.00
28	30" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$30.00	\$30.00
29	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$30.00	\$30.00
30	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
31	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$30.00	\$30.00
32	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$33.00	\$33.00
33	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$30.00	\$30.00
34	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$33.00	\$33.00
35	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
36	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
37	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$42.00	\$42.00
38	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
39	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
40	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
<i>SUB-TOTAL (DRAINAGE ITEMS)</i>					\$13,583.00
<i>EROSION CONTROL ITEMS</i>					
41	TEMPORARY SILT FENCE	LF	1	\$10.00	\$10.00
42	WATTLES, 12"	EA	1	\$80.00	\$80.00
<i>SUB-TOTAL (EROSION CONTROL ITEMS)</i>					\$90.00
GRAND TOTAL (ALL ITEMS)				\$0.00	\$14,213.00



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director

DATE: March 04, 2021

SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL TO REMOVE ITEMS FROM ASSETS AND SURPLUS AT AUCTION - CW

Request:

Request for approval to remove items from assets and surplus at auction –

61-035 1993 IHC SA47540 1HTSCPHN5PH504356 DUMP TRUCK ASSET G01521 BC10665

Reason for auction – worn out, need repairs

61-037 1993 IHC 4700 1HTSCPHN7PH504357 DUMP TRUCK ASSET G01520 BC10664

Reason for auction – worn out, need repairs

61-TRL4 1996 TRAILER NO S/N ASSET G03187 BC11038

Reason for auction – bent axle

76-102 92 UTILITY TRAILER BC11195

Reason for Auction – worn out, no longer in use

76-100 91 UTILITY TRAILER BC11198

Reason for Auction – worn out, no longer in use



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE: March 10, 2021

SUBJECT: IN THE MATTER OF NEW APPOINTMENT TO THE TPRD PARKS
ADVISORY BOARD AF

Request:

We would like to recommend to the City Council and Mayor that Cheryl Dexter be appointed to the Parks Advisory Board for Ward 6. She will be a great asset to the Board. Her bio is attached.

Cheryl Dexter

Cheryl is married to Bob Dexter and has three children, Charlie, Sam, and Lucy. She has lived in Tupelo for 27 years. All of Cheryl's children are Tupelo High School graduates and have participated in numerous sports through Tupelo Parks and Recreation. Cheryl has been employed as a teacher for the Tupelo Public Schools for the last 11 years. She gives back to the city that has given so much to her family by volunteering with Tree of Life, Excel by Five, and Tupelo Parks and Recreation. Cheryl has served as a member of the flag football, shockwave, and soccer boards. She has served on the TYSA board for the past seven years and currently holds the position of Vice President.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned
DATE: March 11, 2021
SUBJECT: IN THE MATTER OF BID FOR BEL AIR CENTER AND PRO SHOP BID
#2021-006BA AF

Request:

Please review and approve the lowest and best bid from M & N Construction Company, LLC for the Bel Air Center and Pro Shop in the amount of \$1,854,156.00.

Attached to this request are the following;

- Letter of Recommendation from Architecture South
- Copy of Bid
- Bid Tab Sheet
- Project Budget



architecture
SOUTH

330 West Jefferson Street
Tupelo, MS 38804
p.) 662.844.5843
www.architecturesouth.com

EDUCATIONAL • HEALTHCARE • RELIGIOUS • CIVIC • COMMERCIAL

Linda E. Smith, RA- Principal

March 5, 2021

Ms. Kim Hanna
City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

RE: 20002-R
Bel Air Center and Pro Shop Re-Bid

Dear Ms. Hanna:

The above referenced project bid openings were held March 4, 2021. The apparent low bidder was M & N Construction Company, LLC with a base bid total of \$1,678,956.00. If all alternates are included, the total bid would be \$1,854,156.00.

ArchitectureSouth, therefore recommends the contract for the above referenced project be awarded to M & N Construction Company, LLC as funds permit.

Sincerely,

Linda E. Smith, RA
Principal

Bel Air Center and Pro Shop Re-bid
 City of Tupelo, Mississippi
 A/E# 20002-R
 Bid # 2021-006BA

PROPOSAL FORM
SECTION 003000

To: City of Tupelo
 71 E. Troy Street
 Tupelo, MS 38801

Re: Project Bid Number: #2021-006BA
 Project Title: Bel Air Center and Pro Shop Re-bid
 Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID PART ONE – Demolition:

Ninety-Two Thousand Five Hundred Dollars (\$ 92,500.00)

Description: Provide all work for the demolition of the existing Bel Air Center Building including, but not limited to, the asbestos abatement in accordance with the Project Manual and Drawings.

BASE BID PART TWO – Bel Air Center:

One Million Seventy-Two Thousand Five Hundred Thirty Dollars (\$ 1,072,530.00)

Description: Provide all work for Bel Air Center in accordance with the Project Manual and Drawings.

BASE BID PART THREE – Pro Shop:

Five Hundred Thirteen Thousand Nine Hundred Twenty Six Dollars (\$ 513,926.00)

Description: Provide all work for Pro Shop in accordance with the Project Manual and Drawings.

Bel Air Center and Pro Shop Re-bid
 City of Tupelo, Mississippi
 A/E# 20002-R
 Bid # 2021-006BA

ALTERNATES:

Alternate #1 (X) Adds () Deducts

Fifty-six thousand nine hundred Dollars (\$ 56,900.00)

Description: **Pro Shop:** Provide the five (5) new exterior lighting "P" fixtures at existing parking lot and provide the garden wall at Pro Shop patio (See Electrical and Architectural Drawings).

Alternate #2 (X) Adds () Deducts

Thirty-six thousand Dollars (\$ 36,000.00)

Description: **Bel Air Center:** Provide two (2) new exterior lighting "P" fixtures at South side of the Bel Air Center and provide four (4) new exterior lighting "P" fixtures at the Great Lawn. (See Electrical Drawings).

Alternate #3 (X) Adds () Deducts

Twenty-nine thousand four hundred Dollars (\$ 29,400.00)

Description: **Bel Air Center:** Provide new eight (8) paved parking spots on the south side of Bel Air Center Drive and provide new paved road east of Bel Air Center and provide sidewalks at the Great Lawn. (See Site Plan).

Alternate #4 (X) Adds () Deducts

Twenty-four thousand one hundred Dollars (\$ 24,100.00)

Description: **Bel Air Center:** Provide the folding partition in Assembly 110. The structural support and acoustical insulation at support to remain in the Base Bid.

Alternate #5 (X) Adds () Deducts

Thirteen thousand four hundred Dollars (\$ 13,400.00)

Description: **Bel Air Center:** Provide full height stone veneer on the front and two (2) side exterior elevations of room 102 and 103 of the Bel Air Center in lieu stone veneer water table height; and provide a large simulated cedar truss at gable end of rear porch in lieu of the small gable truss and shakes; and provide (12) cedar brackets at all remaining gable ends. (See Bel Air Center Elevations).

Alternate #6 (X) Adds () Deducts

Eleven thousand four hundred Dollars (\$ 11,400.00)

Description: **Bel Air Center:** Provide Wood Clad Windows in lieu of vinyl clad windows.

Alternate #7 (X) Adds () Deducts

Four thousand Dollars (\$ 4,000.00)

Description: **Pro Shop:** Provide Wood Clad Windows in lieu of vinyl clad windows.

Bel Air Center and Pro Shop Re-bid
 City of Tupelo, Mississippi
 A/E# 20002-R
 Bid # 2021-006BA

Bidder acknowledges the receipt of the following addenda:

No. 01 Date 2/19/21 No. _____ Date _____ No. ____ Date _____

No. 02 Date 3/2/21 No. _____ Date _____ No. ____ Date _____

Proposed subcontractors (Required)

Mechanical: Comfort Engineering

Plumbing: RH Plumbing

Electrical: Carpenter Electric

Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred (300)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars (\$250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature  Date 3/4/2021

Name and Title Jonathan "Nic" Nichols

Name of Business M & N Construction, LLC

(Complete spelling - exact as recorded at the Contractor's Board)

Address P O Box 391

City/State/Zip Code Mooreville, MS 38857

Bidder's Certificate of Responsibility Numbers(s): 22119-MC

End of Section 003000

PROPOSAL FORM

003000 - 3

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M & N Construction, LLC
P.O. Box 391, Mooreville, MS 38857

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company
P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo
71 East Troy Street, Tupelo, MS 38801

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ 5%),

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

WHEREAS, the Principal has submitted a bid for Bel Air Center & Pro Shop RE-bid, 2107 Country Club Road Tupelo
A/E #20002

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of March, 2021

Mark L. Topner
(Witness)

M & N Construction, LLC
(Principal) (Seal)
By: [Signature]
(Title)

Sherry Henry
(Witness)



The Gray Casualty & Surety Company
(Surety) (Seal)
By: [Signature]
Attorney-in-Fact Michael Addison (Title)

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY**

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: Michael Addison on behalf of each of the Companies named above its true and lawful Attorney-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 \$10,000,000.

Surety Bond Number: Bid Bond
Principal: M & N Construction, LLC
Obligee: City of Tupelo

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 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and 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.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and 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 Companies this 4th day of March, 2021.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

Bel Air Center and Pro Shop Re-bid
 City of Tupelo, Mississippi
 A/E# 20002-R
 Bid # 2021-006BA

PROPOSAL FORM
SECTION 003000

To: City of Tupelo
 71 E. Troy Street
 Tupelo, MS 38801

Re: Project Bid Number: #2021-006BA
 Project Title: Bel Air Center and Pro Shop Re-bid
 Location: Tupelo, Mississippi

The Bidder having examined the Project Manual and Drawings and all other related documents; and being familiar the site conditions; and the availability of materials and labor, hereby propose to furnish all materials, labor, equipment, and knowledge required to construct the project in accordance with all contract documents, within the time and at the prices hereinafter stated; said prices to cover all expenses incurred in performing the work required by said Contract Documents, of which this proposal is a part.

BASE BID PART ONE – Demolition:

Ninety-Two Thousand Five Hundred Dollars (\$ 92,500.00)

Description: Provide all work for the demolition of the existing Bel Air Center Building including, but not limited to, the asbestos abatement in accordance with the Project Manual and Drawings.

BASE BID PART TWO – Bel Air Center:

One Million Seventy-Two Thousand Five Hundred Thirty Dollars (\$ 1,072,530.00)

Description: Provide all work for Bel Air Center in accordance with the Project Manual and Drawings.

BASE BID PART THREE – Pro Shop:

Five Hundred Thirteen Thousand Nine Hundred Twenty Six Dollars (\$ 513,926.00)

Description: Provide all work for Pro Shop in accordance with the Project Manual and Drawings.

Bel Air Center and Pro Shop Re-bid
City of Tupelo, Mississippi
A/E# 20002-R
Bid # 2021-006BA

Bidder acknowledges the receipt of the following addenda:

No. 01 Date 2/19/21 No. _____ Date _____ No. _____ Date _____

No. 02 Date 3/2/21 No. _____ Date _____ No. _____ Date _____

Proposed subcontractors (Required)

Mechanical: Comfort Engineering

Plumbing: RH Plumbing

Electrical: Carpenter Electric


Bidder agrees to commence work on or before a date to be specified in a written Notice to Proceed and to substantially complete the project within **three hundred (300)** calendar days thereafter. For each calendar day that substantial completion is delayed, liquidated damages will be assessed in the amount of two hundred fifty dollars (\$250.00) per day.

Bidder understands that the Owner reserves the right to reject any or all bids and waive informalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after his bid is opened. Upon receipt of written Notice of Acceptance of his bid, Bidder agrees to execute the specified contract forms, performance bond and labor and material bond and deliver to the Architect within ten (10) days thereafter.

Bid security attached in the amount of five percent (5%) of the Base Bid is to become the property of the Owner, in the event the contract agreement and the contract bonds are not executed within the prescribed time, as liquidated damages for the delay and additional expense caused thereby.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.

Signature  Date 3/4/2021

Name and Title Jonathan "Nic" Nichols

Name of Business M & N Construction, LLC
(Complete spelling - exact as recorded at the Contractor's Board)

Address P O Box 391

City/State/Zip Code Mooreville, MS 38857

Bidder's Certificate of Responsibility Numbers(s): 22119-MC

End of Section 003000

PROPOSAL FORM

003000 - 3

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M & N Construction, LLC

P.O. Box 391, Mooreville, MS 38857

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009-6202

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

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

71 East Troy Street, Tupelo, MS 38801

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

Dollars (\$ 5%).

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

WHEREAS, the Principal has submitted a bid for Bel Air Center & Pro Shop RE-bid, 2107 Country Club Road Tupelo AVE #20002

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 4th day of March, 2021

Mark L. Tynes
(Witness)

M & N Construction, LLC

(Principal) (Seal)

By: [Signature]
(Title)

Sherry Gentry
(Witness)



The Gray Casualty & Surety Company

(Surety) (Seal)

By: [Signature]
Attorney-in-Fact Michael Addison (Title)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY

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: Michael Addison on behalf of each of the Companies named above its true and lawful Attorney-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 \$10,000,000.


Surety Bond Number: Bid Bond
Principal: M & N Construction, LLC
Obligee: City of Tupelo

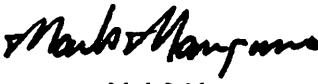
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.



"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 12th day of September, 2011.

By: 
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company


Attest: 
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and 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.




Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and 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 Companies this 4th day of March, 2021.




Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

Bel Air Center & Pro Shop Re-bid

ARCHITECT:

ArchitectureSouth
330 West Jefferson Street
Tupelo, MS 38804
Office: (662)844-5843
Fax: (662)841-7575

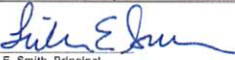
Tupelo, MS

PROJECT NO. A @ 2002-R

BID DATE AND TIME: March 4, 2021 2:00 p.m.

CONTRACTOR	CERT OF RESP. #	BONDING COMPANY	RECEIPT OF ADDENDA		BASE BID PART ONE DEMOLITION	BASE BID PART TWO BEL AIR CENTER	BASE BID PART THREE PRO SHOP	TOTAL BASE BID Parts 1, 2 and 3	Alternate #1 (Add)	Alternate #2 (Add)	Alternate #3 (Add)	Alternate #4 (Add)	Alternate #5 (Add)	Alternate #6 (Add)	Alternate #7 (Add)	TOTAL AWARD	
			#1	#2													
Flagstar Construction Company, Inc.	10817-MC 4/13/2021	Arch Insurance Company	X	X	Provide all work for the demolition of the existing Bel Air Center Building including, but not limited to, the asbestos abatement in accordance with the Project Manual and Drawings.	Provide all work for Bel Air Center in accordance with the Project Manual and Drawings.	Provide all work for Pro Shop in accordance with the Project Manual and Drawings.										
Hooker Construction, Inc.	03552-MC 1/14/2022	Western Surety Company	X	X													
M & N Construction, LLC	22118-MC 4/5/2022	The Gray Casualty & Surety Company	X	X													
Roberts Builders, Inc.	04854-MC 8/8/2021	Travelers Casualty and Surety Company of America	X	X													

I HEREBY CERTIFY THAT THE ABOVE BIDS ARE TRUE AND CORRECT AND WERE SUBMITTED AND RECEIVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSISSIPPI:


Linda E. Smith, Principal

PRELIMINARY PROJECT BUDGET

September 23,2021

Bel Air Center/Pro Shop

Project #:		20002		
Project Title:		Bel Air Park Improvements		
Institution/ Agency:		City of Tupelo		
Professional Contract Type: 6%				
GC001 Construction Contract				\$ 1,854,156
Total				\$ 1,854,156
PP001 Professional Basic Services				\$ 111,249
Total				\$ 1,965,405
OP001 Additional Services				
Topo Survey		supplied by owner		
Soils Invest Pro Shop		Completed		\$ 1,575
Soils Invest Bel Air Center		Completed		\$ 3,325
Asbestos Survey Existing (Pro Shop)		Completed		\$ 988
Asbestos Survey Existing (Cener)		Completed		\$ 2,812
civil engineer				\$ 10,000
Printing Cost		Estimated		\$ 2,500
Total				\$ 21,200
Total Budgeted Award				\$ 1,986,605
Contingency		Percent of Construction	2.50%	\$ -
TOTAL PROJECT BUDGET				\$ 1,986,605


AIA® Document A101® – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 5th day of March in the year 2021
(In words, indicate day, month and year.)

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

City of Tupelo
71 E. Troy Street
Tupelo, MS 38801
662-840-2059

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

M & N Construction, LLC
P.O. Box 391
Mooreville, MS 38856

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

Bel Air Center
Tupelo, MS
New Construction

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

ArchitectureSouth, PA
330 West Jefferson Street
Tupelo, MS 38804
662-844-5843

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(1901669204)

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

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

Established as follows:

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

Notice to Proceed will be issued upon successful completion of all contract documents.

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

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

§ 3.3 Substantial Completion

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

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

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Not later than Three Hundred (300) calendar days from the date of commencement of the Work.

By the following date:

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

Portion of Work	Substantial Completion Date
	To be determined

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Eight Hundred Fifty-Four Thousand, One Hundred Fifty-Six Dollars (\$ 1,854,156.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
1. Pro Shop Provide the five (5) new exterior lighting "P" fixtures at existing parking lot and provide the garden wall at Pro Shop patio (See Electrical and Architectural Drawings).	1. \$56,900.00
2. : Bel Air Center: Provide two (2) new exterior lighting "P" fixtures at South side of the Bel Air Center and provide four (4) new exterior lighting "P" fixtures at the Great Lawn. (See Electrical Drawings).	2. \$36,000.00
3. Bel Air Center: Provide new eight (8) paved parking spots on the south side of Bel Air Center Drive and provide new paved road east of Bel Air Center and provide sidewalks at the Great Lawn. (See Site Plan).	3. \$29,400.00
4. Bel Air Center: Provide the folding partition in Assembly 110. The structural support and acoustical insulation at support to remain in the Base Bid.	4. \$24,100.00
5. Bel Air Center: Provide full height stone veneer on the front and two (2) side exterior elevations of room 102 and 103 of the Bel Air Center in lieu stone veneer water table height; and provide a large simulated cedar truss at gable end of rear porch in lieu of the small gable truss and shakes; and provide (12) cedar brackets at all remaining gable ends. (See Bel Air Center Elevations).	5. \$13,400.00

Init.

- | | | | |
|----|--|----|-------------|
| 6. | Bel Air Center: Provide Wood Clad Windows in lieu of vinyl clad windows. | 6. | \$11,400.00 |
| 7. | Pro Shop: Provide Wood Clad Windows in lieu of vinyl clad windows. | 7. | \$4,000.00 |

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

Item	Price	Conditions for Acceptance
N/A		

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

Item	Price
A.	Allowance No. 1: Bel Air Center: Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$ 15,000 (fifteen thousand dollars) to provide Finish Hardware.
B.	Allowance No. 2: Bel Air Center: Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$5,000 (five thousand dollars) to provide for Kitchen Equipment including exhaust hood.
C.	Allowance No. 3: Bel Air Center: Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$6,000 (six thousand dollars) to provide for Specialty (Owner Select) Light Fixtures.
D.	Allowance No. 4: Bel Air Center: Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$30,000 (thirty thousand dollars) to provide for Contingency Allowance.
E.	Allowance No. 5: Pro Shop: Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$ 5,000 (five thousand dollars) to

Init.

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User Notes: (1901669204)

4

provide Finish Hardware.

- F. Allowance No. 6: **Pro Shop:**
Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$4,000 (four thousand dollars) to provide for Specialty (Owner Select) Light Fixtures and Ceiling Fans.
- G. Allowance No. 7: **Pro Shop:**
Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$20,000 (twenty thousand dollars) to provide for Contingency Allowance.

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

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

\$250.00 per day.

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such

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User Notes:

(1901669204)

data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

Once the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Architect's and the Owner's opinion, fifty percent (50%) of the retained held to date shall be returned to the contractor for the distribution to the appropriate subcontractors and suppliers and retainage thereafter shall be withheld at the rate of two and one-half percent (2.5%).

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

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

Init.

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

Zero % 0

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

City of Tupelo Mandatory Addendum

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Alex Farned
Director of Parks and Recreation
City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jonathan Nichols
P.O. Box 391
Mooreville, MS 38857

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

§ 8.5 Insurance and Bonds

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

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

(Paragraphs deleted)

§ 8.7 Other provisions:

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

.5 Drawings

Number	Title	Date
G0.0 – E7.0	Bel Air Center and Pro Shop Re-Bid Drawings	2/2/2021

.6 Specifications

Section	Title	Date	Pages
000300 -- 334100 and Appendix	Bel Air Center and Pro Shop Re-Bid Specifications	2/2/2021	680

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	2/19/2021	4
Addendum #2	3/2/2021	9

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

.8 Other Exhibits:

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

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

[X] Supplementary and other Conditions of the Contract:


Document	Title	Date	Pages
008000-2017	Supplementary Conditions	2/2/2021	9

Init.


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

City of Tupelo Mandatory Addendum

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



 OWNER (Signature)
 Jason L. Shelton Mayor
 (Printed name and title)



 CONTRACTOR (Signature)
 Jonathan Nichols Principal
 (Printed name and title)

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

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:07:23 ET on 03/10/2021.

PAGE 1

AGREEMENT made as of the 5th day of March in the year 2021

...

City of Tupelo
71 E. Troy Street
Tupelo, MS 38801
662-840-2059

...

M & N Construction, LLC
P.O. Box 391
Mooreville, MS 38856

...

Bel Air Center
Tupelo, MS
New Construction

...

ArchitectureSouth, PA
330 West Jefferson Street
Tupelo, MS 38804
662-844-5843

PAGE 2

Established as follows:

...

Notice to Proceed will be issued upon successful completion of all contract documents.

PAGE 3

Not later than Three Hundred (300) calendar days from the date of commencement of the Work.

...

To be determined

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...
 § 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million, Eight Hundred Fifty-Four Thousand, One Hundred Fifty-Six Dollars (\$ 1,854,156.00), subject to additions and deductions as provided in the Contract Documents.
 ...

- | | |
|---|-----------------------|
| 1. <u>Pro Shop Provide the five (5) new exterior lighting "P" fixtures at existing parking lot and provide the garden wall at Pro Shop patio (See Electrical and Architectural Drawings).</u> | 1. <u>\$56,900.00</u> |
| 2. <u>: Bel Air Center: Provide two (2) new exterior lighting "P" fixtures at South side of the Bel Air Center and provide four (4) new exterior lighting "P" fixtures at the Great Lawn. (See Electrical Drawings).</u> | 2. <u>\$36,000.00</u> |
| 3. <u>Bel Air Center: Provide new eight (8) paved parking spots on the south side of Bel Air Center Drive and provide new paved road east of Bel Air Center and provide sidewalks at the Great Lawn. (See Site Plan).</u> | 3. <u>\$29,400.00</u> |
| 4. <u>Bel Air Center: Provide the folding partition in Assembly 110. The structural support and acoustical insulation at support to remain in the Base Bid.</u> | 4. <u>\$24,100.00</u> |
| 5. <u>Bel Air Center: Provide full height stone veneer on the front and two (2) side exterior elevations of room 102 and 103 of the Bel Air Center in lieu stone veneer water table height; and provide a large simulated cedar truss at gable end of rear porch in lieu of the small gable truss and shakes; and provide (12) cedar brackets at all remaining gable ends. (See Bel Air Center Elevations).</u> | 5. <u>\$13,400.00</u> |
| 6. <u>Bel Air Center: Provide Wood Clad Windows in lieu of vinyl clad windows.</u> | 6. <u>\$11,400.00</u> |
| 7. <u>Pro Shop: Provide Wood Clad Windows in lieu of vinyl clad windows.</u> | 7. <u>\$4,000.00</u> |

PAGE 4

N/A

...
 A. Allowance No. 1: Bel Air Center: Include in the Bid, for

inclusion in the Contract Sum, the amount (lump sum) of \$ 15,000 (fifteen thousand dollars) to provide Finish Hardware.

B. Allowance No. 2: **Bel Air Center:** Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$5,000 (five thousand dollars) to provide for Kitchen Equipment including exhaust hood.

C. Allowance No. 3: **Bel Air Center:** Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$6,000 (six thousand dollars) to provide for Specialty (Owner Select) Light Fixtures.

D. Allowance No. 4: **Bel Air Center:** Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$30,000 (thirty thousand dollars) to provide for Contingency Allowance.

E. Allowance No. 5: **Pro Shop:** Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$ 5,000 (five thousand dollars) to provide Finish Hardware.

F. Allowance No. 6: **Pro Shop:** Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$4,000 (four thousand dollars) to provide for Specialty (Owner Select) Light Fixtures and Ceiling Fans.

G. Allowance No. 7: **Pro Shop:** Include in the Bid, for inclusion in the Contract Sum, the amount (lump sum) of \$20,000 (twenty thousand dollars) to provide for Contingency Allowance.

PAGE 5

N/A

...

\$250.00 per day.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

PAGE 6

Five Percent (5%)

...

Once the work is at least fifty percent (50%) complete, on schedule and satisfactory in the Architect's and the Owner's opinion, fifty percent (50%) of the retained held to date shall be returned to the contractor for the distribution to the appropriate subcontractors and suppliers and retainage thereafter shall be withheld at the rate of two and one-half percent (2.5%).

PAGE 7

Zero % 0

...

Other (Specify)

City of Tupelo Mandatory Addendum

PAGE 8

Alex Farned
Director of Parks and Recreation
City of Tupelo
71 E. Troy Street
Tupelo, MS 38801

...

Jonathan Nichols
P.O. Box 391
Mooreville, MS 38857

...

~~§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
 (If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

PAGE 9

.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

...

<u>G0.0 – E7.0</u>	<u>Bel Air Center and Pro Shop Re-Bid Drawings</u>	<u>2/2/2021</u>	
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...

<u>000300 – 334100 and Appendix</u>	<u>Bel Air Center and Pro Shop Re-Bid Specifications</u>	<u>2/2/2021</u>	<u>680</u>
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...

<u>Addendum #1</u>	<u>2/19/2021</u>	<u>4</u>	
<u>Addendum #2</u>	<u>3/2/2021</u>	<u>9</u>	

...

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

...

The Sustainability Plan;

...

Supplementary and other Conditions of the Contract:

...

<u>008000-2017</u>	<u>Supplementary Conditions</u>	<u>2/2/2021</u>	<u>9</u>
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PAGE 10

City of Tupelo Mandatory Addendum

...

Jason L. Shelton Mayor

Jonathan Nichols Principal

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Debbie Brouillette, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:07:23 ET on 03/10/2021 under Order No. 8186417364 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. GSA1400233

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that M & N Construction, LLC
(Here insert full name and address or legal title of Contractor)

P.O. Box 391, Mooreville, MS 38857

as Principal, hereinafter called Contractor, and, The Gray Insurance Company
(Here insert full name and address or legal title of Surety)

P.O. Box 6202, Metairie, LA 70009-6202

as Surety, hereinafter called Surety, are held and firmly bound unto City of Tupelo
(Here insert full name and address or legal title of Owner)

71 E. Troy Street, Tupelo, MS 38801

as Obligee, hereinafter called Owner, in the amount of One Million Eight Hundred Fifty Four Thousand One
 Hundred Fifty Six Dollars and 00/100 Dollars (\$ 1,854,156.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated March 5, 2021, entered into a contract with Owner
 for
(Here insert full name, address and description of project) Bel Air Center Tupelo, MS New Construction

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under

the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.


No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 11th day of March, 2021.

ATTEST:

By: _____
(Witness)


M & N Construction, LLC
(Principal) (Seal)

By: 
(Title)

WITNESS:

By: 
(Witness)

The Gray Insurance Company
(Surety)

By: 
(Title)
Fielden Mitts Attorney-in-Fact





1958 - 1958

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. GSA1400233

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that M & N Construction, LLC
(Here insert full name and address or legal title of Contractor)

P.O. Box 391, Mooreville, MS 38857
 as Principal, hereinafter called Principal, and The Gray Insurance Company
(Here insert full name and address or legal title of Surety)

P.O. Box 6202, Metairie, LA 70009-6202
 as Surety, hereinafter called Surety, are held and firmly bound unto City of Tupelo
(Here insert full name and address or legal title of Owner)

71 E. Troy Street, Tupelo, MS 38801
 as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the
 amount of One Million Eight Hundred Fifty Four Thousand One Hundred Fifty Six Dollars and 00/100
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 1,854,156.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated March 5, 2021, entered into a contract with Owner
 for
(Here insert full name, address and description of project) Bel Air Center Tupelo, MS New Construction

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 11th day of March, 2021.

ATTEST:

By: _____
(Witness)

M & N Construction, LLC
(Principal) (Seal)

By: [Signature]
(Title)

WITNESS:

By: [Signature]
(Witness)

The Gray Insurance Company
(Surety) (Seal)

By: [Signature]
(Title)

Fielden Mitts Attorney-in-Fact





[Faint handwritten text]

[Faint handwritten text]

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY

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: **Fielden Mitts** on behalf of each of the Companies named above its true and lawful Attorney-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 \$10,000,000.

Surety Bond Number: GSA1400233
Principal: M & N Construction, LLC
Obligee: City of Tupelo

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 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and 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.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and 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 Companies this 11th day of March, 2021.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



Form 72-16-02

MISSISSIPPI DEPARTMENT OF REVENUE

Sales Tax Account ID: _____

P.O. BOX 1033 JACKSON, MS 39215

RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING, AND SPECIAL FUEL (DIESEL FUEL) TAX BOND

STATE OF MISSISSIPPI

BOND NUMBER GSA1400233

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:

M & N Construction, LLC P.O. Box 391, Mooreville, MS 38857 as Principal,
Name Address City State Zip

in favor of City of Tupelo 71 E. Troy Street, Tupelo, MS 38801 as Obligee,
Name Address City State Zip

And covering a contract dated March 5, 2021, for the construction of

(Name Project and Describe)

Bel Air Center Tupelo, MS New Construction

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., 27-7-1 et seq., 27-13-1 et seq., 27-7-301 et seq., and 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this 11th day of March, 2021.

Filed and Approved, this _____ day of _____.

COMMISSIONER: _____ PRINCIPAL: M & N Construction, LLC

Countersigned by:

By: _____

Fielden Mitts

SURETY: The Gray Insurance Company

Attorney In Fact

Fielden Mitts
Licensed Mississippi Agent

By: Fielden Mitts

Fielden Mitts 601-948-2900

Surety Phone No. 504-888-7790

Type or Print Name of Agent Telephone Number



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THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY

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: **Fielden Mitts** on behalf of each of the Companies named above its true and lawful Attorney-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 \$10,000,000.

Surety Bond Number: GSA1400233
Principal: M & N Construction, LLC
Obligee: City of Tupelo

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.

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By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

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IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of March, 2021.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

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AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Director

DATE March 4, 2021

SUBJECT: IN THE MATTER OF CVB APPOINTMENT. MARCH 4, 2021 NM

Request:

APPOINTMENT OF STEVEN BLAYLOCK TO THE CVB BOARD REPRESENTING CDF



March 3, 2021

Mr. Neal McCoy
Executive Director
Tupelo Convention &
Visitor's Bureau
P. O. Drawer 47
Tupelo, MS 38802

Dear Neal:

I am pleased to announce that Mr. Steven Blaylock, Vice President of the NMHS Healthcare Foundation and prior operator of Healthworks has been confirmed by the CDF Board on March 3, 2021 to serve as the official representative of CDF to the Tupelo Convention and Visitors Bureau. Steven will bring a wonderful perspective and skill set to the board and will represent the area's largest employer, North Mississippi Health Services.

We would like to thank and recognize Mrs. Jane Spain for her service and duty on behalf of the Community Development Foundation over the past years of her appointment as a CDF Representative. She served with distinction and honor and we wish her all the best in her future endeavors.

We appreciate the vision and creativity of the Tupelo Convention and Visitors Bureau and hope the coming year of 2021 will help return us to normal travel and routine. Thank you for the promotion and exposure you create to tell the world about the great community we have right here in our backyard.

Sincerely,

David Rumbarger
President/CEO

Tollie White
Chairman of the Board



Tupelo Convention & Visitors Bureau Board Meeting
Monday, March 1, 2021

The Tupelo Convention & Visitors Bureau met Monday, March 1, 2021, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Stephanie Browning, Louis Britton, Chauncey Godwin and Gwendolyn Hudson. Tupelo CVB staff members present were Jennie Bradford Curlee, Jan Pannell, and Stephanie Moody-Coomer. Kim Hanna represented the City of Tupelo.

Neal McCoy called the meeting to order at 2:02 p.m.

Louis Britton moved and Chauncey Godwin seconded approval of the agenda. All voting aye, the motion carried.

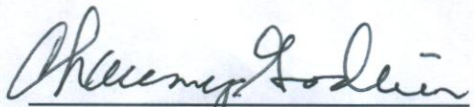
Chauncey Godwin moved for approval of the minutes from the board meeting held in January 2021. Louis Britton seconded approval of the minutes. All voting aye, the motion carried.


Kim Hanna presented the financial report.

Jan Pannell, Jennie Bradford Curlee and Stephanie Moody-Coomer presented staff reports.

The meeting adjourned at 2:36 p.m.

Submitted by:


Chauncey Godwin, Secretary


Neal McCoy, Executive Director

Tupelo Coliseum Commission

Regular Meeting Minutes

November 16, 2020

Be it known the Tupelo Coliseum Commission did meet in regular session Thursday, November 16, 2020, at 3:00 p.m. in the North hall meeting rooms 1 and 2 with the following present:

Vice-Chairman Neal McCoy via conference call
Commissioner Jason Hayden
Commissioner Cindy Murphy
Commissioner Tom Brown
Commissioner Jonathan Waller
Commissioner Marcus McCoy
Chairman Nat Grubbs

Representatives of the City of Tupelo Present:

Kim Hanna, Chief Financial Officer
Kevan Kirkpatrick, Interim Executive Director – BancorpSouth Arena
Markel Whittington – City Councilman
Robert Kiste – Network Administrator

- Chairman Grubbs called the meeting to order at 3:00 p.m.

Approval of Minutes from October 26, 2020, Regular Meeting Minutes

Commissioner Hayden made a motion to approve the minutes from October 26, 2020, as presented seconded by Commissioner Murphy. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna reported on finances stating there is “almost \$700k in the operating money, stated Hanna. “We’re only a month into the fiscal year but we’re in a really good place.”

Director’s Report

Kevan Kirkpatrick, Coliseum interim director reported that “Tupelo Fair was here in our parking lot for 10 days. It was good for the arena but the weather wasn’t great and the crowd was minimal. Tupelo Police Academy graduation was at the conference center and we had 18 meeting days in October”, stated Kirkpatrick.

Executive Director Search:

Commissioner Hayden reported that the ad-hoc committee and the search firm brought in Doug Johnson and Lynn Cannon to Tupelo for in-person interviews, November 12, 2020. Based on the scores from each interview the committee would like to move into negotiations with Doug Johnson. Vice-chairman McCoy made a motion to move into negotiations with Doug Johnson to offer him the job as the Executive Director. Commissioner Waller seconded the motion. All commissioners voting aye, the motion passed.

New Business:

WI-FI RFP/Proposals

Robert Kiste, Network Administrator came to talk about the proposals for the new WIFI system. "We received four responses to the RFP/ These options will have 5-8 years of lift and the bids came in anywhere from \$291k-\$800k. The goal for this project is to be able to meet the capacity of the arena, meeting rooms, and all of the conference center. Right now, we can check the box that we have Wi-Fi but not really anything after that."

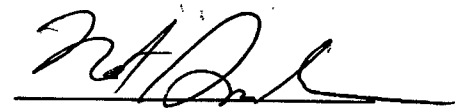
Check Approval:

Chairman Grubbs asked for a motion to approve the checks. Commissioner Brown motioned to approve the checks. Commission Hayden seconded the motion. All commissioners voted aye; the motion passed.

Adjournment:

After no other business, Chairman Grubbs adjourned the meeting at 3:20 p.m.


Yvette Crump
Secretary


Nat Grubbs
Chairman



Tupelo Coliseum Commission

Regular Meeting Minutes

December 21, 2020

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, December, 21, 2020, at 3:00 p.m. in the North hall meeting rooms 1 and 2 with the following present:

Vice-Chairman Neal McCoy
Commissioner Yvette Crump
Commissioner Cindy Murphy
Commissioner Tom Brown
Commissioner Jonathan Waller
Chairman Nat Grubbs

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick, Interim Executive Director – BancorpSouth Arena
Markel Whittington – City Councilman

Chairman Grubbs called the meeting to order at 3:00 p.m.

Approval of Minutes from November 16, 2020, Regular Meeting Minutes

Commissioner McCoy made a motion to approve the minutes from November 16, 2020, as presented seconded by Commissioner Waller. All commission members voting aye, the motion passed.

Director's Report

Kevan Kirkpatrick, Coliseum interim director reported that "Governor Reeve's new restrictions has the capacity down to 1,000 people. It has caused two events that were coming in early 2021 to either cancel or move their dates later. Numerous people are calling daily to hold their events but we just can't accommodate them right now due to the governor's new executive order. That order is set to expire January 15th. Good news right now holds have started coming back for later in the year. People are starting to make plans to come back. We currently have 3-4 acts looking at dates for parking lot shows. We've put in several offers for fall shows. Once it comes back it's going to come back with a bang," reported Kirkpatrick. "Right now, we're preparing for Doug's arrival on January 4, 2021. Construction is almost finished. We will do the final punch on 1/4/21. By the next commission meeting it will be ours and we'll have hosted our first couple of events," reported Kirkpatrick.

Old Business:

WI-FI RFP

Synergetics is the company that the City is currently in negotiations with, trying to fit our scope of need into a price that works for our budget, reported Kirkpatrick. Installation should start in March 2021 and take about a month to complete.

New Business:

Moving January 2021 Meeting Date

Chairman Grubbs asked for a motion to move to January meeting date from January, 18, 2021 to January 25, 2021 because of the Martin Luther King Jr holiday and City offices being closed. Commissioner Brown motioned to move the January meeting date to January 25, 2021. Commissioner Murphy seconded the motion. All commissioners voted aye; the motioned passed.

HVAC Survey Proposal

Vice Chair Neal McCoy stated, "Venue Solutions Group is the same group who did the executive director search and they are looking for ways to help arena keep our patrons safe, and be able to open sooner with the right technology. VSG is wanted to provide a review of our HVAC filtration and circulation systems that serve the seating bowl and related public spaces, concourses and public restrooms to see if the systems currently meets or exceeds the standards set up the Centers for Disease Control." Chairman Grubbs asked for a motion to proceed with the HVAC survey from Venue Solutions Group. Commissioner Waller made a motion to proceed. Commissioner Brown seconded the motion. All commissioners voted aye; the motion passed.

Check Approval:

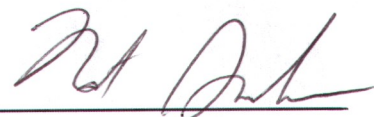
Docket unavailable. Chairman Grubbs asked if the checks would be sent out and then the voting would take place through email.

Adjournment:

After no other business, Chairman Grubbs adjourned the meeting at 3:25 p.m.

Absent at meeting

Yvette Crump
Secretary



Nat Grubbs
Chairman



Tupelo Coliseum Commission

Regular Meeting Minutes

January 25, 2021

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, January, 25 2021, at 3:00 p.m. in the North hall meeting rooms 1 and 2 with the following present:

Vice-Chairman Neal McCoy
Commissioner Jason Hayden
Commissioner Cindy Murphy
Commissioner Tom Brown
Commissioner Jonathan Waller
Chairman Nat Grubbs
Commissioner Marcus McCoy
Commissioner Stan Allen

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick, Director of Marketing – BancorpSouth Arena
Markel Whittington – City Councilman
Kim Hanna – CFO, City of Tupelo
Doug Johnson – Executive Director (Via Zoom) – BancorpSouth Arena

Chairman Grubbs called the meeting to order at 3:01 p.m.

Approval of Minutes from December 21, 2020, Regular Meeting Minutes

Commissioner Brown made a motion to approve the minutes from December 21, 2020, as presented seconded by Commissioner Murphy. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna reported on financials. "This is all our financials up until 12/31/20, which finished out our first quarter. We have \$465,995.00 in the operating account. We are currently holding a little over \$254,000 in ticket money, which is mostly Kane Brown", reported Hanna. "We have a higher accounts payable balance this month because several football teams have not paid yet, but once they do the number will be much smaller", reported Hanna.

Director's Report



Doug Johnson, Executive Director reported that he will be coming back from Wisconsin on Wednesday. I will be stopping in Nashville, Wednesday night and meeting with some promoters and managers. Hoping to bring something back from that to Tupelo. Myself, Kim, and other members of the staff are working on the shuttered venues grant. That's a 15 million dollar grant that will be awarded from the United States government to venues like ours, reported Johnson. The Conference Center should be up and running within two weeks so that's exciting. I am working on getting some parking lot shows for the spring to bring in revenue. We are also working with Venue Solutions Group to come out and do the air quality free study you all approved last month, reported Johnson.

Old Business:

None to Report

New Business:

Forklift Trade May 2019

Kevan Kirkpatrick reported on the Forklift Trade from May 2019. After a brief discussion Commissioner, Hayden made a motion to approve the trade after the fact. Commissioner Waller seconded the motion. All commissioner voted aye; the motion passed.

Surplus List

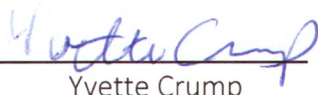
Kevan Kirkpatrick reported on the annual surplus list, stating these are items that have either been lost, stolen, broken, or can go to auction. After a brief discussion vice-chair McCoy made a motion to approve the surplus list as presented. Commissioner Hayden seconded the motion. All commissioner voted aye; motion passed.

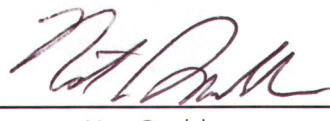
Check Approval:

Chairman Grubbs asked for a motion to approve the checks. Commissioner Allen motioned to approve the checks. Commission Brown seconded the motion. All commissioners voted aye; the motion passed.

Adjournment:

After no other business, Chairman Grubbs adjourned the meeting at 3:30 p.m.


 Yvette Crump
 Secretary


 Nat Grubbs
 Chairman



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE March 10, 2021
SUBJECT: IN THE MATTER OF BID AWARD 2021-002WL **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, March 16, 2021:

Bid No. 2021-002WL – Single Engine Powered High-Velocity Combination Sewer Cleaner/Vacuum and Chassis to the low qualified bid submitted by Mid-South Septic Services in the amount of \$374,000.00.

If you have any questions, please let me know.

Combination Sewer Cleaner (Per Specifications)

Lot Specification
 Lot Start Date / Time Feb 18, 2021 10:00 AM US/Central
 Lot End Date / Time Feb 18, 2021 10:42 AM US/Central
 Lot Duration 00:42 [hh:mm]

**Item Name** **Combination Sewer Cleaner**

Company	Bid Amount	Bidding Date / Time	IP Address
Mid South Septic Services	\$ 374,000.00 USD	Feb 18, 2021 10:00:56 AM US/Central	69.246.4.47
Reliability Point LLC	\$ 389,500.00 USD	Feb 18, 2021 10:36:15 AM US/Central	13.92.246.41
Sansom Equipment	\$ 395,000.00 USD	Feb 18, 2021 10:09:36 AM US/Central	13.92.246.41

Item Name **Delivery Time (In # of Days)**

Company	Bid Amount	Bidding Date / Time	IP Address
Mid South Septic Services	180 - 200 Days	Feb 18, 2021 10:01:18 AM US/Central	69.246.4.47
Reliability Point LLC	180 Days	Feb 18, 2021 10:27:26 AM US/Central	13.92.246.41
Sansom Equipment	195 Days	Feb 18, 2021 10:28:04 AM US/Central	13.92.246.41

REQUEST FOR PROPOSALS

Un-Priced Technical Proposals

ADDENDUM # 2

To provide

**Single Engine Powered High-Velocity Combination Sewer Cleaner/Vacuum
and Chassis**

BID # 2021-002WL

Publication Dates: January 14, 2021 & January 21, 2021

BID Response Deadline: February 11, 2021 at 2:00 PM

Reverse Auction: February 18, 2021 at 10:30

ADDENDUM # 2**Single Engine Powered High-Velocity Combination Sewer Cleaner/Vacuum
and Chassis
Bid # 2021-002WL****(PHASE ONE OF A MULTI-STEP PROCUREMENT PROCESS)****SINGLE ENGINE POWERED HIGH-VELOCITY COMBINATION
SEWER CLEANER/VACUUM AND CHASSIS
BID # 2021-002WL****ADDENDUM # 2: TECHNICAL SPECIFICATIONS**

*See changes/additions in **RED**.

Round Debris Storage Tank – No changes or additions

Water Tanks - No changes or additions

Water Pump System – No changes or additions

Air Vac System – No changes or additions

Vacuum Boom System – No changes or additions

Debris Body – No changes or additions

Debris Tank Dual Flush Out System – No changes or additions

Hose Reel Assembly – No changes or additions

Operating Station and Controls – No changes or additions

In Cab Controls – No Changes or additions

Miscellaneous Tools, Accessories, Storage – No changes or additions

Standard Items to be Included – No changes or additions

***Lighting**

1. The body shall include two stop and turn tail-lights, two backup lights, a license plate light and all DOT required clearance lights and reflectors. All lights are to be LED. A back-up alarm shall be installed.
2. Amber LED strobe lights shall be installed, two on the top front of the unit, two side strobes and two strobes on the top rear of the unit, one on each side. In addition, an LED directional arrow board shall be installed on the rear of the unit.
3. A wireless rechargeable hand-held spotlight with charging station shall be supplied to aid in viewing deep manholes.
4. Dual boom mounted work lights shall be installed for nighttime work. In addition, six flood lights shall be installed around the unit, two at the rear, one on the hose reel, one on each side of truck body and one at the side dump station.

Warranty – No changes or additions

2021 Truck Chassis Basic Minimum Specifications

The following are the minimum basic truck chassis specifications. A detailed chassis specification must be included with bid that includes a turning radius and wall to wall turning diameter diagram.

- 2020 IH HV607 SBA Conventional Cab Tandem Axle
- Wheelbase (W.B.) = 266 Inches
- G.V.W.R. Front = 20,000 Lbs
- G.V.W.R. Rear = 46,000 Lbs
- G.A.W.R.R. = 66,000 Lbs
- Cab to Axle (CA) = 198.90 Inches
- Chassis Turning Radius = 40'11"
- Chassis Wall to Wall Turning Diameter = 86'2"
- **Minimum 370 H.P. Diesel Engine (Equal or equivalent to Cummins)**
- **Minimum 3000 RDS Automatic Transmission (Equal or equivalent to Allison)**

General Bidder Requirements/Information – No changes or additions

FORM A

*Submission Cover Letter
for
Un-priced Technical Proposals*

Includes Addendum # 2 changes and additions

Mobile Single Engine Powered High Velocity Combination Sewer Cleaner/Vacuum and Chassis
Bid # 2021-002WL

The undersigned proposes to provide LED Luminaires as per the specifications (and addendum) provided by the City of Tupelo and the subsequent proposal from the bidder named below:

If, after reviewing all vendor submissions, the City of Tupelo decides to invite Mid South Septic Services, LLC (company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **February 18, 2021 at 10:00 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

It is understood that we have only one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the items are awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

We acknowledge that the City of Tupelo has the sole discretion and authority to determine whether our proposed commodity meets the specifications issued and also if it will meet the requirements and needs of the City of Tupelo Water & Light Department in performing their assigned daily tasks. We understand that the City of Tupelo may or may not invite our participation in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement.

We agree to abide by the terms and conditions of the PH Bidding Group Supplier agreement and understand that any questions regarding the agreement or the bid process should be directed to 662-407-0193 or cory@phbidding.com.

If we are invited by the City of Tupelo to participate in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement, the invitation should be directed to:

Printed Name Mark Redd

Title Sales Manager

Company Name Mid South Septic Services, LLC

Email mark@midsouthseptic.com

Phone 901-616-7009

*FORM B**Proposal Form**Includes Addendum # 2 changes and additions*

Mobile Single Engine Powered High Velocity Combination Sewer Cleaner/Vacuum and Chassis
Bid # 2021-002WL

The undersigned proposes to furnish a Mobile Single Engine Powered High Velocity Combination Sewer Cleaner/Vacuum and Chassis that meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

The Combination Jetter-Vacuum Unit is to perform cleaning and removal of sand, stone, bottles, cans, grease and sludge and any other materials from pits, catch basins, lift stations, sanitary or sewer water drain lines. The machine must be a single engine design. The machine shall use a high-pressure jet rodding system in conjunction with a vacuum system for the removal of debris. This unit is to be truck mounted as described in this specification.

Please confirm the required specifications.

Specifications:Round Debris Storage Tank

1. The debris tank volume shall be ten (10) cubic yards (2,020 gallons) with a minimum usable capacity of 9.5 cubic yards.

Comply (Yes) (No) Will Supply 9.7 cu. yd. usable capacity

2. The entire debris tank shall be hinged at the rear and designed to dump at a 45-degree angle via a 3-stage hydraulic cylinder with a rated capacity of 56,000 lbs. Units with internal push out plates or scissor style tank lifts that may require periodic maintenance shall not be acceptable. For additional safety during routine maintenance, a manual tank prop shall be supplied.

Comply (Yes) (No) Will Supply _____

3. A top hinged, full diameter domed rear door shall hydraulically open and close to a 90-degree angle to eliminate dragging the door through the discharged debris. This shall be accomplished by means of a power open, power close hydraulic cylinder. This feature shall eliminate the need for door grabbers or hooks to secure the rear door during the locking and unlocking process. For ease of maintenance, cleaning and dumping, tanks with half door or flat steel door designs will be considered unacceptable.

Comply (Yes) (No) Will Supply Full diameter, domed for maximum strength

4. For maximum operator safety, all controls for raising and lowering the debris tank, locking and unlocking the rear door, power opening and power closing of the rear door, debris tank flush-out system, boom functions, engine throttle, water pump engagement and emergency kill switch shall be located in a NEMA 4 control panel positioned on the curb side of the power deck just behind the chassis cab.

Comply (Yes) (No) _____ Will Supply _____

Water Tanks

1. The combined usable capacity of the water tanks shall be a minimum of 1,400 gallons and a maximum of 1,500 gallons.

Comply (Yes) (No) _____ Will Supply 1,450 gallon usable capacity

2. The water tanks shall have a minimum of 4" inter-connections to assure rapid, level filling and even load distribution.

Comply (Yes) (No) _____ Will Supply _____

3. A water fill system with direct flow from a water hydrant shall be located on the curbside of the unit and supplied with a 2.5" NSFT female swivel connection. An inline strainer shall be supplied to prevent sediment from entering the water tanks.

Comply (Yes) (No) _____ Will Supply _____

4. The water tanks shall be manufactured from a non-corrosive material to prevent rust yet still provide for maximum strength.

Comply (Yes) (No) _____ Will Supply Poly graphite with lifetime warranty

Water Pump System

1. The pump shall be capable of operating at flows from 0-100 gallons per minute and from pressures of 0-2500 PSI, without changing the nozzle. The pressure and GPM shall be adjustable at the operator's station via a pneumatically operated unloader valve assembly. This shall allow the operator to vary the pressure and/or GPM without affecting engine RPM or vacuum system performance.

Comply (Yes) (No) _____ Will Supply _____

2. An adjustable spray wash down handgun with ½" x 35' hose shall be provided at mid-ship to allow the operator to deliver water to area served by pick up hose and to the inside of the debris body for clean out.

Comply (Yes) (No) _____ Will Supply _____

Air Vac System

1. The vacuum system shall include a positive displacement rotary lobe type blower driven via chassis engine and heavy duty split transfer case direct to the blower. This system shall be capable of a minimum of 18" Hg of vacuum and 5,197 CFM air flow. This system shall allow the operator to vacuum debris that is submerged under water or in a dry environment. Air conveyance (fan) systems and hydraulically driven vacuum systems are not acceptable.

Comply (Yes) (No) _____ Will Supply _____

2. A vacuum/pressure gauge shall be supplied at the operator's station.

Comply (Yes) (No) _____ Will Supply _____

3. A self-aligning, positive sealing ball and rubber socket connection between the debris tank and the air-vac system shall be supplied.

Comply (Yes) (No) _____ Will Supply _____

Vacuum Boom System

1. One (1) quick clamp for each pipe supplied shall be provided.

Comply (Yes) (No) _____ Will Supply _____

2. Boom shall be fully controlled by a remote push button pendant control station with 25 ft cable. Controls to include up/down, left/right, in/out boom functions, vacuum relief, e-stop and main power switch.

Comply (Yes) (No) _____ Will Supply _____

3. A cordless remote boom control system equipped to activate boom functions, throttle, water pump on/off, hose reel in/out, hose reel speed, vacuum relief on/off and emergency disengagement e-stop shall be provided.

Comply (Yes) (No) _____ Will Supply _____

Debris Body

1. Body shall have a rear door that is hinged at the top and is equipped with a replaceable neoprene type seal. Adjustable for periodic compensation of door seal wear.

Comply (Yes) (No) _____ Will Supply Self-adjusting wedge locks

2. Body shall be dumped by raising the body to a 45-degree angle utilizing a forward mounted, double acting hydraulic dump cylinder.

Comply (Yes) (No) _____ Will Supply _____

Debris Tank Dual Flush Out System

1. A system of nozzles shall be installed in the debris tank in a manner so as not to become buried in the debris. These nozzles will completely flush out the debris and scour the top, sides and bottom of the debris tank and rear door. An electric over hydraulic 3-way control valve will switch water flow from one set of nozzles to the other as needed.

Comply (Yes) (No) _____ Will Supply _____

2. The system shall include a minimum of two high-pressure nozzles. Each nozzle shall have a minimum of 20 orifices at various angles to ensure proper coverage. Each nozzle shall be suspended from the top of the debris tank by a flexible, heavy duty wire reinforced rubber hose. These rubber hoses shall eliminate the normal corrosion problems commonly associated with steel pipe within a debris tank. A second set of two (2) floor mounted nozzles shall be installed to scour the bottom of the debris tank as well as the rear door strainer screen.

Comply (Yes) (No) _____ Will Supply _____

Hose Reel Assembly

1. The reel capacity shall be a minimum of 800 feet of 1" I.D. thermoplastic sewer hose.

Comply (Yes) (No) _____ Will Supply _____

2. The unit shall come equipped with 600' of 1" x 2500 PSI sewer hose and a 20' x 1" wire braided rubber leader hose.

Comply (Yes) (No) _____ Will Supply _____

3. A heavy duty automatic hose level wind shall be included to assist the operator in placing the hose evenly on the hose reel. The hose guide shall allow insertion or removal of sewer hose if necessary.

Comply (Yes) (No) _____ Will Supply _____

4. Optional Equipment: An air cylinder actuated pinch-roller shall exert downward pressure across full width of reel to retain hose on reel when encountering nozzle blockages.

Comply (Yes) _____ (No) Will Supply Not required with triplex water pump

Operating Station and Controls

1. There shall be a hose reel joystick to control the pay in and pay out of the hose reel, this joystick shall offer speed control that increases the further the joystick is moved in either direction. There shall be an additional hose reel speed dial for setting specific speed ranges of the reel. There shall be a boom joystick that controls all function of the boom including up/down, left/right, and extend/retract. There shall be an E-stop button to bring the machine to safe operating condition.

Comply (Yes) (No) _____ Will Supply _____

In Cab Controls

1. All back-up camera features shall be displayed on the In Cab Control screen. Rear back-up color camera with 130 degree viewing angle shall be provided. Rear camera shall be equipped with automatic activation when vehicle is shifted into reverse.

Comply (Yes) (No) _____ Will Supply Full time operation

2. All work lights shall be able to be activated or deactivated in cab with on screen controls.

Comply (Yes) (No) _____ Will Supply _____

3. A manhole placement camera shall be installed on the hose reel frame to aide in placement of the hose reel and boom for quicker operator setups. It shall display on the in-cab control screen.

Comply (Yes) (No) _____ Will Supply _____

Miscellaneous Tools, Accessories, Storage

1. Two (2) locking, aluminum toolboxes located one on each side shall be provided. In addition, aluminum tool trays, one on each side of the debris body shall be supplied.

Comply (Yes) (No) _____ Will Supply _____

2. Tube storage racks shall be provided to accommodate six (6) 8" diameter vacuum tubes. Tube storage racks requiring lifting above waist level will be considered unsafe and unacceptable.

Comply (Yes) (No) _____ Will Supply _____

3. 15-degree penetrator nozzle shall be provided.

Comply (Yes) (No) _____ Will Supply 15 & 30 degree nozzles included

4. To simplify routine maintenance, a central remote lubrication manifold shall be installed at ground level to cover all grease points throughout the body and boom assemblies.

Comply (Yes) (No) _____ Will Supply _____

Standard Items to be Included

Quantity	Description	Comply (Yes)	Comply (No)	Will Supply
1	15 Degree Nozzle (65 GPM)	X		
1	1" x 12" Nozzle Extension	X		
1	8" x 6' Intake Tube	X		
1	8" x 6' Extension Tube	X		
1	Back-Up Alarm	X		
3	8" x 5' Extension Tube	X		
1	8" x 4' Extension Tube	X		
1	20' Leader Hose	X		
1	Low Water Warning Light & Alarm	X		
1	Electronic Hose Footage Counter	X		
1	Traffic Cone Holder and Cones	X		
1	Warning Light & Alarm if Boom is Not Secured	X		
1	Handgun with 35' x 1/2" Hose	X		
1	Tube Connector Tool		X	Not required with flat flange tubes
1	Hydrant Wrench	X		
1	25' Fill Hose	X		
1	Manhole Lid Hook	X		
1	3-Nozzle Storage Rack	X		
1	Fill Hose Storage Basket	X		
2	Tiger-Tail Hose Protector with Rope	X		
2	Sets Owners, Parts & Maintenance Manuals	X		

Lighting

1. The body shall include two stop and turn tail-lights, two backup lights, a license plate light and all DOT required clearance lights and reflectors. All lights are to be LED. A back-up alarm shall be installed.

Comply (Yes) (No) _____ Will Supply _____

2. Amber LED strobe lights shall be installed, two on the top front of the unit, two side strobes and two strobes on the top rear of the unit, one on each side. In addition, an LED directional arrow board shall be installed on the rear of the unit.

Comply (Yes) (No) _____ Will Supply _____

3. A wireless re-chargeable hand-held spotlight with charging station shall be supplied to aid in viewing deep manholes.

Comply (Yes) (No) _____ Will Supply _____

4. Dual boom mounted work lights shall be installed for nighttime work. In addition, six flood lights shall be installed around the unit, two at the rear, one on the hose reel, one on each side of truck body and one at the side of dump station.

Comply (Yes) (No) _____ Will Supply _____

Warranty – Bidder must indicate the standard warranty coverage for the basic unit, water tanks, debris tank, water pump, PTO and PD blower. A copy of the manufacturer's warranty documents must be included.

Comply (Yes) (No) _____ Will Supply _____

2021 Truck Chassis Basic Minimum Specifications

The following are the minimum basic truck chassis specifications. A detailed chassis specification must be included with bid that includes a turning radius and wall to wall turning diameter diagram.

- 2020 IH HV607 SBA Conventional Cab Tandem Axle

Comply (Yes) (No) _____ Will Supply 2022 Model

- Wheelbase (W.B.) = 266 Inches

Comply (Yes) (No) _____ Will Supply _____

- G.V.W.R. Front = 20,000 Lbs

Comply (Yes) (No) _____ Will Supply _____

- G.V.W.R. Rear = 46,000 Lbs

Comply (Yes) (No) _____ Will Supply _____

- G.A.W.R.R. = 66,000 Lbs

Comply (Yes) (No) _____ Will Supply _____

- Cab to Axle (CA) = 198.90 Inches

Comply (Yes) (No) _____ Will Supply _____

- Chassis Turning Radius = 40'11"

Comply (Yes) (No) _____ Will Supply _____

- Chassis Wall to Wall Turning Diameter = 86'2"

Comply (Yes) (No) _____ Will Supply _____

- Minimum 370 H.P. Diesel Engine (Equal or equivalent to Cummins)

Comply (Yes) (No) _____ Will Supply _____

- Minimum 3000 RDS Automatic Transmission (Equal or equivalent to Allison)

Comply (Yes) (No) _____ Will Supply _____

Signed Mark Redd Printed Mark Redd
Company Mid South Septic Services, LLC Title Sales Manager
Address 11284 Gulfstream Rd. Arlington, TN 38002
Phone 901-616-7009 Email mark@midsouthseptic.com

Required..... Please mark (Yes) _____ or (No)

I will require technical assistance during the reverse auction process for the submission of my bid. This will require me to either contact PH Bidding Group at 662-407-0193 or cory@phbidding.com at least one day prior to the reverse auction date, or be at the Tupelo City Hall, Purchasing Department, no less than 30 minutes prior to the beginning of the reverse auction process.

Prepared For:

CITY OF TUPELO
Tommy Monts
P. O. Box 1485
Tupelo, MS 38802-
(662)841 - 6491
Reference ID: Mid South Septi

Presented By:

SUMMIT TRUCK GROUP
Bruce Underwood
1007 INTERNATIONAL DR.
TUPELO MS 388045814
662-842-3401

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2022 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Sewer Vac
MISSION:	Requested GVWR: 64000. Calc. GVWR: 66000 Calc. Start / Grade Ability: 19.14% / 2.25% @ 55 MPH Calc. Geared Speed: 68.7 MPH
DIMENSION:	Wheelbase: 266.00, CA: 198.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 266.00 Wheelbase, 198.90 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1GBP	FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WGZ	WHEELBASE RANGE 264" (670cm) Through and Including 311" (790cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3AHL	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 22,000-lb Capacity, Steel Springs 20K Capacity and (2) Rubber Auxiliary Springs 2K Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqli
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity

<u>Code</u>	<u>Description</u>
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCR	EXHAUST HEIGHT 10' 11"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light
8WGD	SOLENOID, AIR for Customer Use; Provides (4) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only with Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position

<u>Code</u>	<u>Description</u>
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHC	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner when Vehicle Park Brake is "NOT" Set, with Ignition "ON" or "OFF" and any Door Opened
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XKZ	USB PORT (2) Located in the Instrument Panel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WCY	SAFETY TRIANGLES
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESR	ENGINE, DIESEL {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)

<u>Code</u>	<u>Description</u>
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBC	AIR CLEANER Single Element
12VHR	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUH	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Airport Refueler, Sewer Evac, Package Number 150
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14GRR	AXLE, REAR, TANDEM {Meritor RT-46-160P} Single Reduction, 46,000-lb Capacity, with Lube Oil Pump, 200 Wheel Ends . Gear Ratio: 5.63
14UMX	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 460} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
14WMK	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 65 thru 89.99 Pints
15LNR	FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab

<u>Code</u>	<u>Description</u>
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDG	GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 5 Inch LCD Color Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust
16SDH	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (1) Right Side, Black, 7.5" Sq.
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
60AAH	BDY INTG, REMOTE POWER MODULE (2) Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs Each, Max 20 amp per Channel, Max 80 amp Total; Includes 2 Switch Packs with Latched Switches
60ABN	BDY INTG, RPM I/O HARNESS Includes Two Harnesses with Six Input Blunt Cut Wires and Six Output Blunt Cut Wires, for use with Two RPM

<u>Code</u>	<u>Description</u>
7372135809	(8) TIRE, REAR 11R22.5 Load Range G AH37 (HANKOOK), 501 rev/mile, 75 MPH, All-Position
7752665441	(2) TIRE, FRONT 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
Services Section:	
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

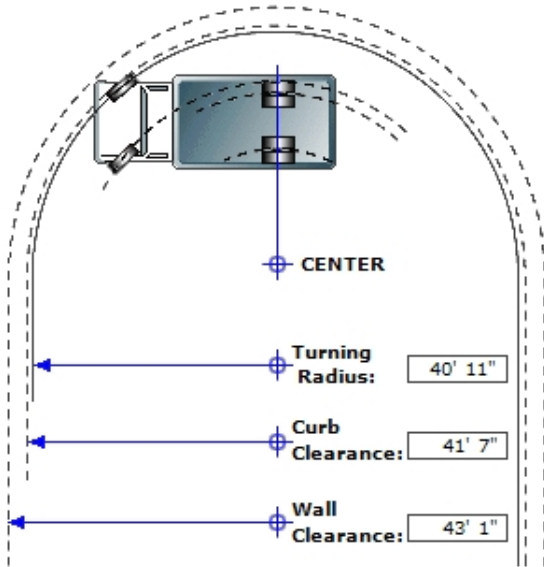
Authorized Signature

Authorized Signature and Date

SUMMIT TRUCK GROUP
1007 INTERNATIONAL DR.
TUPELO MS 388045814
662-842-3401

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date



Series: HV
 Model: HV607
 Description: HV607 SBA
 Model Year: 2022

Calculation Factors

Wheelbase: 266
 Front Axle: 0002ARY
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
 Front Wheel: 0027DUN
 Description: WHEELS, FRONT, {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
 Front Tire: 07752665441
 Description: TIRES, 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
 Steering Gear: 0005PTB
 Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius Statistics

General Information

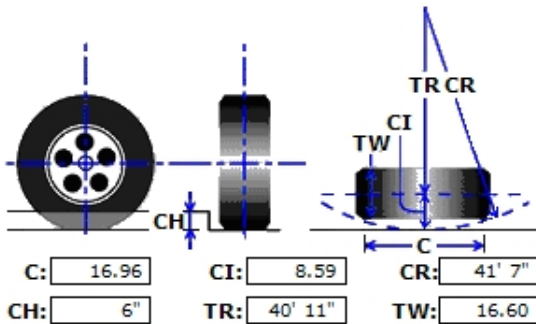
Inside Turn Angle: 39 Degrees
 Radial Overhang: 26

Axle Information

KingPin Inclination: 6.25 Degrees
 KingPin Center: 71

Turning Radius - Curb View

C - Curb Contact Length: 16.96
 CI - Curb Clearance Increment: 8.59
 CR - Curb Clearance Radius: 41'7"
 CH - Curb Height: 6"
 TR - Turning Radius: 40'11"
 TW - Tire Width: 16.60



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



Tupelo Bid Specification's Compliance Worksheet

Customer Name Tupelo Water and Light

Dealer

Mid-South Septic Services

Contact Name _____

Contact Name

Mark Redd

Address

333 Court Street

Address

11284 Gulfstream Rd.Tupelo, Mississippi 38804Arlington, TN 38002

Phone Number

(662) 841-6470

Phone Number

(901) 616-7009

E-Mail Address _____

E-Mail Address

mark@midsouthseptic.com

0. BODY

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	B10-1450	10 yds. of Debris, 1450 Gallons of Water Rear Reel Combination Unit	Included			

1. VACUUM SYSTEM

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0013	Kevlar Reinforced Poly-Chain Drive System	Included	\$0.00	Included	\$0.00
1.00	STD-0014	Blower Engagement at Operators Station	Included	\$0.00	Included	\$0.00
1.00	STD-0015	Horizontally Mounted Stainless Steel Final Filter	Included	\$0.00	Included	\$0.00
1.00	STD-0016	Vacuum Relief Valves	Included	\$0.00	Included	\$0.00
1.00	STD-0017	Vacuum Gauge at Operators Station	Included	\$0.00	Included	\$0.00
1.00	134000000	ROOTS Model 824 (5197 CFM, 18" Hg)	Included			

1.1. WATER SYSTEM

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0018	Side Hand Gun Connection	Included	\$0.00	Included	\$0.00
1.00	STD-0013	Kevlar Reinforced Poly-Chain Drive System	Included	\$0.00	Included	\$0.00
1.00	STD-0020	Water Pump Air Purge Valve	Included	\$0.00	Included	\$0.00

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0021	Pressure Relief Valve Shall be Installed to Protect the Pump	Included	\$0.00	Included	\$0.00
1.00	A384024-80	80 GPM @ 2000 PSI Water System	Included	\$0.00	Included	\$0.00
1.00	A215555-23	Unloader Control System Side & Rear	Included			
1.00	A239902	Water Purge/Blow Out System	Included			

1.2. DEBRIS TANK

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0119	10 yd Debris Tank Capacity (LIFETIME WARRANTY)	Included	\$0.00	Included	\$0.00
1.00	STD-0023	56,000 lb. Double-Acting Dump Hoist	Included	\$0.00	Included	\$0.00
1.00	STD-0024	Top Hinged Hydraulic Open/Close Rear Door	Included	\$0.00	Included	\$0.00
1.00	STD-0025	4 - Individual Hydraulic Cylinder Door Locks	Included	\$0.00	Included	\$0.00
1.00	STD-0026	2 - Debris Level Sight Eyes Located in Rear Door	Included	\$0.00	Included	\$0.00
1.00	STD-0027	Stainless Steel Ball Check Valve with Air Deflector Screen	Included	\$0.00	Included	\$0.00
1.00	STD-0028	Rear Door Splash Shield	Included	\$0.00	Included	\$0.00
1.00	STD-0029	Rear Door Safety Prop	Included	\$0.00	Included	\$0.00
1.00	STD-0030	6" Rear Drain Valve in Rear Door with 15' x 6" Lay-Flat Hose	Included	\$0.00	Included	\$0.00
1.00	STD-0031	Rear Tow Hooks	Included	\$0.00	Included	\$0.00
1.00	A000401	Tank Top Nonskid Coating	Included	\$0.00	Included	\$0.00
1.00	STD-0033	Stainless Steel Fenders	Included	\$0.00	Included	\$0.00
1.00	300003522	Tank Top Access Ladder	Included	\$0.00	Included	\$0.00
1.00	A338837-1	Dual Floor Flushers & Tank Flush	Included			
1.00	A381531-1	Remote Lubrication Manifold	Included			
1.00	A383990-2	Removable Decant Hose with Disconnect & Cap	Included	\$0.00	Included	\$0.00

1.3. WATER TANKS

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0038	Heavy Duty Water Fill with Anti-Siphon Air Gap & 2" Y-Strainer	Included	\$0.00	Included	\$0.00
1.00	STD-0074	3" Y-strainer at Water Pump with Drain	Included	\$0.00	Included	\$0.00
1.00	STD-0075	Fill Hose Storage Basket	Included	\$0.00	Included	\$0.00
1.00	STD-0081	3/8" Thick Polyethylene UV Stabilized Graphite Water Tanks with 1,150 Gallon Capacity (LIFETIME WARRANTY)	Included	\$0.00	Included	\$0.00
1.00	STD-0036	Self-Cleaning Tank Design with 2.5" Quick Opening Drain	Included	\$0.00	Included	\$0.00
1.00	STD-0037	Water Level Sight Gauge	Included	\$0.00	Included	\$0.00

1.4. BOOMS

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0041	Top-Loading Boom Design One Piece HD Rubber Debris Hose	Included	\$0.00	Included	\$0.00
1.00	STD-0042	Slewing Gear Power Rotation with 360 Degree Rotation	Included	\$0.00	Included	\$0.00
1.00	STD-0043	Hydraulic Power Up/Down Rear Boom Storage	Included	\$0.00	Included	\$0.00
1.00	STD-0077	Boom Mounted Internal Air/Vac Valve (Flapper Valve)	Included	\$0.00	Included	\$0.00
1.00	STD-0045	Boom Clean Out Port	Included	\$0.00	Included	\$0.00
1.00	200041011	8" x 23' Flat Flange Extendable Boom	\$0.00	\$0.00	\$0.00	\$0.00

1.5. HOSE REEL

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0046	Hydraulically Articulated 180 Degree Street to Curb Rotation	Included	\$0.00	Included	\$0.00
1.00	STD-0047	Hose Reel Rotation Controlled via Electric/ Hydraulic Control	Included	\$0.00	Included	\$0.00
1.00	STD-0007	20' Leader Hose	Included	\$0.00	Included	\$0.00

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	A175252-Cobra	Sewer Hose 1" x 600' 2500 PSI	Included			
1.00	A338664-7	Digital footage counter IntelACount	Included			
1.00	A382703-1	Auto Level Wind	Included			

1.6. STORAGE

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	121005547	Step Toolbox	Included	\$0.00	Included	\$0.00
1.00	A180552-1	30"Wx18"Dx18"H Tool Box	Included			
1.00	A180757-S	48"Wx24"Dx24"H Tool Box with Shelf	Included			
1.00	A384668-3	Second Tiger Tail Holder Under Rear Splash Plate Bumper	Included			
1.00	A385801	Aluminum Tool Trays on Both Side of Water Tanks	Included			
1.00	A306021	Vertical 2, 8" Tube Holder on Tool Box	Included			

1.7. CONTROLS

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0050	Wireless Remote with LCD Display	Included	\$0.00	Included	\$0.00
1.00	STD-0051	6 Position Joystick Boom Control Mounted at Control Station	Included	\$0.00	Included	\$0.00
1.00	STD-0052	Chassis Tachometer	Included	\$0.00	Included	\$0.00
1.00	STD-0053	Vacuum Gauge	Included	\$0.00	Included	\$0.00
1.00	STD-0054	Hose Reel Speed Control	Included	\$0.00	Included	\$0.00
1.00	STD-0055	Water Pressure Gauge	Included	\$0.00	Included	\$0.00
1.00	STD-0056	Electronic Engine Throttle Control	Included	\$0.00	Included	\$0.00
1.00	STD-0057	Boom Up Warning Light & Alarm	Included	\$0.00	Included	\$0.00
1.00	STD-0058	Low Water Warning Light & Alarm	Included	\$0.00	Included	\$0.00
1.00	STD-0059	12 Volt Electrical Outlet at Panel	Included	\$0.00	Included	\$0.00

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0060	PTO Hour Meter	\$0.00	\$0.00	\$0.00	\$0.00
1.00	STD-0061	Back Up Alarm	Included	\$0.00	Included	\$0.00
1.00	A000372	Blower Hour Meter	Included			
1.00	A120051	Water Pump Hour Meter	Included			
1.00	A382557-6	Dual Camera Split Monitor Reversing System	Included			
1.00	121002734	Additional Hand Held Wireless Remote	Included			

1.8. LIGHTING

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0062	Boom Clearance Lights	Included	\$0.00	Included	\$0.00
1.00	STD-0063	LED Style DOT Lighting	Included	\$0.00	Included	\$0.00
1.00	A120101-LED	Control Panel Lights	Included	\$0.00	Included	\$0.00
1.00	A388569	Lighting Package (2 - Linear Body Strobes, 4 - Debris Tank Strobes, 6 - Flood Lights, 1- Arrow Board, 1 - Hand Held Spot Light)	Included			

1.9. MISCELLANEOUS

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	PAINT-WHITE	White Paint	Included	\$0.00	Included	\$0.00
1.00	STD-0065	Flexible Hose Guide (Tiger Tail)	Included	\$0.00	Included	\$0.00
0.00	STD-0066	Tube Connector Tool	Included	\$0.00	Included	\$0.00
1.00	A176150	25' x 2 1/2" Hydrant Fill Hose	Included	\$0.00	Included	\$0.00
1.00	A220260-CH-NC	Traffic Cone Holder (NO Cones)	Included			
1.00	A220330	Hydrant Wrench	Included	\$0.00	Included	\$0.00
1.00	A221800	Manhole Removal Cover Hook	Included			
1.00	J-2203	3" Flexible Hose Guide with 20' Rope	Included			

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	A237004	Additional Manuals	Included			

2. TUBES

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0067	1 - Intake Tube 6'	Included	\$0.00	Included	\$0.00
1.00	STD-0068	1 - Extension Tube 6'	Included	\$0.00	Included	\$0.00

2.2. FLAT FLANGE TUBES

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	A249032-4	Extension Tube 8" x 4' Flat Flange	Included			
2.00	A249032	Extension Tube 8" x 5' Flat Flange	Included			
3.00	A383245	8" Flat Flange J-Bolt Clamp	Included			

2.4. NOZZLES

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0069	1 - 15 Degree Nozzle	Included	\$0.00	Included	\$0.00
1.00	STD-0070	1 - 30 Degree Nozzle	Included	\$0.00	Included	\$0.00
1.00	A130001	Nozzle extension , 1" X 12"	Included			

2.5. STOCK CHASSIS OPTIONS

Qty	Item	Description	List Price	Extended List	Net Price	Extended Net
1.00	STD-0090	Delivery Charge	Included			

LIMITED WARRANTY

Hi-Vac® Corporation (the "Company") hereby warrants to that each new Aquatech® Combination Jet/Vac System (the "Unit") will be free of defects in material and workmanship. This Limited Warranty applies to the original end user and any transferee during the applicable time period, subject to the following terms and conditions:

1. Time Periods:

- The "Standard Warranty Period" is 12 months from date of delivery to the original end user or 2,000 operating hours, whichever occurs first. Any Unit which has been used as a demonstration unit will, upon sale and delivery to the end user, have the same Limited Warranty as provided for herein.
- Special Extended Warranties and Extended Time Periods:
 - (a) Poly-graphite Tanks Warranty: 10 years against any factory defect in material or workmanship and LIFETIME against leakage from corrosion or rust through.
 - (b) Debris Tanks Warranty: 10 years against any factory defect in material and LIFETIME against leaks due to corrosion or rust through.
 - (c) Water Pump Warranty: 5 years against water pump failure and/or factory defect in material or workmanship.
 - (d) Drive System: 5 years against drive system failure and/or any factory defect in material or workmanship. The Drive System warranty is non-transferrable

2. Exclusive Remedy: The exclusive remedy for any covered warranty claims is that Company shall repair or replace, or in lieu thereof may refund the purchase price, at its sole discretion, such defects of such Unit that the Company's examination discloses to be defective in material or factory workmanship, at Company's sole discretion. Any repairs or replacements are to be made at a location approved by Company (i.e. a selling distributor's location or the Company's facility) to assure the Unit performs according to its published specifications.

3. The Following Limitations Apply:

- (a) This Limited Warranty applies only to the original end user during the applicable warranty time periods.
- (b) Only a Unit which has been subjected to normal use and preventative maintenance per original Manufacturer recommendations contained in the Operator's Manual delivered with the Unit is covered by this Limited Warranty.
- (c) This Limited Warranty shall not apply to (and the Company shall not be responsible for) any of the following:
 - items or parts of the Unit that are subject to misuse, negligence, accident or improper maintenance by end user.
 - normal maintenance and service adjustments, including, but not limited to engine valve adjustments, fuel, air and hydraulic system cleaning, engine tune-up, clutch inspection and adjustment, etc.
 - standard consumables and preventative maintenance items or normal wear parts such as, but not limited to: oils, fluids, lubricants, hoses, gaskets, fuses, light bulbs, tires, batteries, belts, etc.
 - operation of the Unit in a manner or for a purpose not specifically recommended in writing by the Company.
 - repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the Unit's operation, stability, or functionality as originally designed and manufactured by Company.
- (d) The Unit and supporting equipment may incorporate many component parts manufactured by companies other than Manufacturer; including, but not limited to the following: the truck chassis, engines, compressors, water pump, exhaust/vacuum pump, high pressure water hose, hydraulic pumps, motors and valves, batteries, drive belts, power take-off, axels, tires, electrical components and other specialized equipment. This Limited Warranty does not apply to such component parts or sub-systems. For equipment and components mentioned in this

section, the end user will address warranty service and support direct with the original manufacturer or nearest authorized servicing distributor for such component parts or sub-systems. While this Limited Warranty does not cover component parts and sub-systems manufactured by third parties, Company shall pass-through to end user any warranties (if any) from such component or sub-system manufacturer to the extent permitted and simply as a matter of customer service shall make good faith efforts to provide any relevant information or reasonable assistance to end user/purchaser related to contacting such third party vendors regarding their warranties.

- (e) Any repair or replacement made to replace any defects in material or workmanship of the Unit is warranted solely for the duration of the unexpired Warranty Period. No extension of warranty is made by installation of the new part.
- (f) Company reserves the right to request the return of failed or defective parts or components to Company's factory origin for evaluation subject to Company's return authorization process and procedure.
- (g) Company will not be responsible or liable for defects, losses, damages or failures caused by end user's (or any third party's) unauthorized alternations, use of non-approved parts, unreasonable use, neglect, abuse, accident, negligent repair or failure to perform proper maintenance.
- (h) It is the responsibility of the end user to report warranty claims in a timely manner. Damages resulting from failure to report such claims promptly are not covered under this warranty.
- (i) The term "LIFETIME" means and applies to the original end user only and covers only the original end user's ownership period.

4. No Other Warranties. There are no other warranties made by company with respect to the Units, expressed or implied, other than the limited warranty as set forth above. This limited warranty supersedes any other warranty, promises or representations previously made or issued by company. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND COMPANY HEREBY EXCLUDES ALL SUCH WARRANTIES WHICH MIGHT OTHERWISE BE IMPLIED BY LAW, ALL OF WHICH ARE HEREBY DISCLAIMED. The Company makes no representation that the Unit has the capacity to perform any functions other than as contained in the Company's written literature, specifications or Owner's Manual accompanying delivery of the Unit. No person, affiliated company or distributor of Company's products, is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any Unit manufactured by the Company.

6. Design Changes/Product Improvements. The Company reserves the right to make design changes or improvements in its products from time to time without any obligation to change or improve any previously manufactured Units.

7. Limitation of Liability. Company's liability for breach of this Limited Warranty, whether a claim or lawsuit is brought in contract, tort, or strict liability, will be limited exclusively to repair or replacement of defects covered by the terms of this Limited Warranty. Company will not be liable for any direct or indirect, incidental, consequential, special or punitive damages of any kind which may result from defects in its Units, products, services, or from breach of this Limited Warranty, nor will Company be liable for any damages resulting from the end user's loss of use of the Unit and/or its supporting equipment.

Memo

To: Tupelo City Council
From: Tupelo Traffic Committee
Subject: Review/Approve Traffic Committee Minutes of February 11, 2021
Date: March 10, 2021

Attached are the minutes of the Traffic Committee Meeting on February 11, 2021. The following is a summary of their actions.

Old Business:

1. A request from Mr. Eli Smart, 1771 Morningside Drive, elijahsmart708@gmail.com, to lower the speed limit in the Shady Acres neighborhood.

Action: Approved

2. A request from Ms. Lindsey Cochran, Tel. 662-422-9007, for the installation of 40 mph speed limits signs on Heardtown Road.

Action: Postponed

3. A request from Ms. Sherry Salley, 1408 Reed Street, Tel. 662-321-1530, for the installation of speed tables on Reed Street.

Action: Approved (Must get 50% approval and show means of payment)

4. A request from Ms. Melissa Nolan, 1503 Martinhill Drive, Tel. 662-231-9063, tupelomelissa@gmail.com, for the installation of speed tables on Martinhill Drive.

Action: Denied

5. A request from Ms. Regina Todd, Tel. 662-844-2268, for help with speeding on Lumpkin at Kincannon. Ms. Todd owns 5 duplex apartments on N. Lumpkin by Native Son Farm.

Action: Tabled

Tupelo City Council
March 10, 2021
Page 2

New Business:

1. A request from Mr. Jonathan Willis, 2646 Smokehouse Circle, Tel. 662-397-9996, to address the traffic committee in opposition of the new stop signs at St. Andrews and Purnell Road.

Action: Tabled

2. A request from Ms. Esther Sanders, 234 Greenbriar Road, Tel. 662-321-2888, to address the traffic committee in opposition to the new stop signs at St. Andrews and Purnell Road.

Action: Tabled

3. A request from The North MS Leftist Coalition to change the names of the following streets which they feel honor the Confederacy:

- Beauregard Street
- Breckinridge Street
- Buckner Avenue
- Confederate Avenue
- Rebel Drive
- Ewell Avenue
- Hampton Avenue
- Hood Avenue
- Jeb Stuart Street
- Stewart Drive
- Mosby Drive
- Pemberton Avenue
- Robert E Lee Drive
- Stephen D Lee Street
- Stonewall Circle

Action: Forwarded to admin and legal departments

4. A request from Ms. Lois Wise, 8 Oxford Square, Tel. 662-372-2999, for the installation of a “No Right Turn on Red” sign westbound on Garfield Street at the intersection of Gloster Street.

Action: Denied

5. A request from Ms. Frances Valentine, 1412 Reed Street, Tel. 662-760-3435, for the installation of a “No Parking” sign in front of her mailbox.

Action: Denied

6. A request from Ms. Wendy McFerrin, Tel. 662-687-0225, for the installation of “No Parking” signs in front of 405 & 411 Magazine Street (in front of these addresses and on the same side of the street).

Action: No action needed

7. A request from Mr. Adam Byars, 400 Ione Street, Tel. 662-397-5200, for the installation of “No Littering” signs with a stated fine on Ione Street.

Action: Referred to code enforcement

8. A request from the Wilemon Acres Neighborhood Association, Ms. Sherry Rutledge, Tel. 662-231-9566, arutledge@comcast.net, for the installation of speed tables and/or “Children At Play” signs on Thomas Street, N. Foster Street and other streets in the area.

Action: Denied

9. A request from Ms. Ashley Benjamin, 1312 Pinecrest Drive, Tel. 662-871-9336, for the installation of “Children At Play” signs at the top and bottom of Pinecrest Drive.

Action: Approved

10. A request from Mr. Robert Hereford, 204 Kenny Vaughan Road, Tel. 662-841-5615, for the installation of stop signs to make the intersection of Countrywood Road and Road 1500 a 4-way stop.

Action: Denied stop sign, Approved “Intersection Ahead” sign

11. A request from Ms. Jean Carruthers, 1002 Hilda Avenue, Tel. 662-260-0809, to reduce the speed limit on Hilda Avenue. The current posted speed limit is 20 mph.

Action: Denied

12. A request from Mr. Bruce Tucker, Tel. 662-681-6125, for the installation of a 20 mph speed limit on Sherry Road.

Action: Approved

13. A request from Mr. Kevin Parks, 2421 Barnes Crossing Road, Tel. 630-674-5500, for the installation of a speed table on Barnes Crossing Road.

14. A request from Ms. Ann McMillan, c/o Joyner Neighborhood Association, for the installation of speed tables on Woodlawn. Also requesting lowering the speed limit to 20 mph.

Action: Denied speed tables, Approved lowered speed limit

15. A request from Ms. Tammy Gilmore, 2016 Kenmar Lane (Next to Hillsdale), Tel. 662-231-8171, for the installation of speed tables.

Action: Denied

16. A request from the Bristow Acres planning committee for the installation of the following:

- Marquette and Lumpkin – Flashing red light at stop sign
- George and W Jackson – Flashing caution light
- Lumpkin (Down by RR tracks) – Speed tables
- Marquette Street – Speed tables at both ends
- West and East Bristow – Speed tables at both ends
- George Street – Speed tables off hill at George and Lambard

Action: Denied speed tables and caution lights, Approved “Caution Intersection” signs

17. A request from Ms. Jennifer Itzep, 1603 S. Feemster Lake Road, Tel. 662-871-8226, email jenniferitzep@gmail.com, for the installation of speed tables on South Feemster Lake Road.

Action: Denied

18. A list of concerns from Ms. Joanna Megginson, Tel. 662-322-4886, about traffic on Country Club Road:

- a) Excessive speeding
- b) Road too narrow; asked about walking/bike lanes (cited Joyner neighborhood upgrades)
- c) There is no shoulder on the road; dangerous for walkers and bidders
- d) Safety concerns for children
- e) Installation of speed tables

Action: Denied speed tables, Approved request for additional TPD monitoring

19. A request from Ms. Delores Coleman, 1617 N. Green Street, Tel. 601-673-7606, for the installation of a reserved “Handicapped” parking space in front of her home.

Action: Refereed to Tupelo Housing Authority

20. A request from Ms. Sharon Miller, 402 Maynard Drive, Tel. 662-610-8721, for the installation of stop signs on Maynard Drive on both sides of her driveway. Her house is located across from the Torrey intersection.

Action: Denied

21. A request thru Mrs. Marilyn Vail for the installation of “Children At Play” signs on Bella Vista.

Action: Approved

22. A request from Mr. Matthew Kimbrough, 5402 Treetop Drive, Tel. 662-316-4285, for the installation of a flashing or lighted stop sign on Old Belden Circle at the northern loop.

Action: No action needed (MDOT)

23. A request from Mr. Don Lewis, COO, for the installation of a 4-way stop sign at the intersection of Park and Leake Streets.

Action: Postponed

24. A request from Ms. Sara Rutledge, President of the Wilemon Neighborhood Association, Tel. 662-231-9566, for the installation of a 4-way stop at the intersection of Thomas Street and Holmes or speed tables on Thomas Street.

Action: Denied 4-way stop and speed tables, Approved “Caution Intersection” sign

25. A request thru Mr. Mike Bryan, Councilman Ward 6, from Ms. Julie Smith, for installation of stop signs at the following intersections:

- a) Charleston Blvd and Market Street (Make a 4-way stop, currently 2-way)
- b) Charleston Gardens Drive and Charleston Blvd (Make a 3-way stop, currently only 1)
- c) Charleston Gardens Drive and Market Street (Make a 3-way stop, currently only 1)
- d) Installation of 20 mph speed limits signs

Action: Approved item d, Postponed items a, b and c

26. A request Mr. Stephens Daniel, Daniel Design Studio, 398 E Main Street, Suite 209, Tel. 662-260-4543, stephens@daniel-designstudio.com, for the installation of a “No Parking” sign in the alley off of Sherwood Avenue between Fire Station #1 and Carol Park.

Action: Approved

**MINUTES OF THE TUPELO TRAFFIC COMMITTEE
FEBRUARY 11, 2021**

A regular meeting of the Tupelo Traffic Committee was held on February 11, 2021, at 9:00 am in the in the council chambers on the 2nd floor at City Hall. Members present were Mr. Jimmy Avery, Mr. Dennis Bonds, Mr. Norman Cruse, Mr. Jake Logan, Officer Phillip Sanderson, Mr. Barton Wynn, Mr. Emmitt Foster and Mrs. Pam Blassingame. Ms. Shanta Jones was present via Zoom. Mr. Mike Williams was absent.

Audience members were Mr. Johnny Timmons, Manager TW&L, Mr. Don Lewis, City COO, Mr. Chuck Williams, Director PW, Mr. Stephen Reed, City Attorney, Mr. Mike Bryan, Councilman Ward 6, Mrs. Julie Smith (NB # 25), and Mrs. Rosanne Roberts (NB # 25). Mr. Stephens Daniel (NB # 26) was present via Zoom.

Call to Order

The meeting was called to order by Mr. Dennis Bonds.

Old Business

1. **A request from Mr. Eli Smart, 1771 Morningside Drive, elijahsmart708@gmail.com, to lower the speed limit in the Shady Acres neighborhood.**

Mr. Norman Cruse made a motion to reduce this speed limit to 25 mph. This motion was seconded by Mr. Jimmy Avery and it passed unanimously.

2. **A request from Ms. Lindsey Cochran, Tel. 662-422-9007, for the installation of 40 mph speed limit signs on Hearstown Road.**

It was stated that the south side of Hearstown Road is in the city and the north side is in the county. Mr. Dennis Bonds made a motion to postpone this item and allow him to speak with the county supervisor about the current speed limit. Mr. Norman Cruse seconded the motion and it passed unanimously.

3. **A request from Ms. Sherry Salley, 1408 Reed Street, Tel. 662-321-1530, for the installation of speed tables on Reed Street.**

Mr. Dennis Bonds noted that Reed Street is defined as a residential street and, therefore, would qualify for a speed table. It was also noted that, as required in the TC Policies and Procedures, Ms. Salley would be required to get 50% approval of the affected homeowners (signed petition) and show means of payment. Mr. Jimmy Avery made a motion to approve this request which was seconded by Mr. Norman Cruse. The motion passed unanimously.

4. **A request from Ms. Melissa Nolan, 1503 Martinhill Drive, Tel. 662-231-9063, tupelomelissa@gmail.com, for the installation of speed tables on Martinhill Drive.**

Mr. Dennis Bonds noted that Martinhill Drive is classified as a local road and does not qualify for a speed table.

5. **A request from Ms. Regina Todd, Tel. 662-844-2268, for help with speeding on Lumpkin at Kincannon. Ms. Todd owns 5 duplex apartments on N. Lumpkin by Native Son Farm.**

Mr. Dennis Bonds noted that Lumpkin is classified as a local road and does not qualify for speed tables. Officer Sanderson stated that with COVID restrictions lessening, the police department will be able to do more speed monitoring and that should help the situation. He also noted that the speed limit on Lumpkin is 30 mph. Mr. Norman Cruse made a motion to table this item. Jimmy Avery seconded the motion and it passed unanimously.

New Business

1. **A request from Mr. Jonathan Willis, 2646 Smokehouse Circle, Tel. 662-397-9996, to address the traffic committee in opposition of the new stop signs at St. Andrews and Purnell Road.**

Mr. Willis was not present to discuss this item. Mr. Dennis Bonds made a motion to table this item which was seconded by Mr. Norman Cruse. The motion passed unanimously.

2. **A request from Ms. Esther Sanders, 234 Greenbriar Road, Tel. 662-321-2888, to address the traffic committee in opposition to the new stop signs at St. Andrews and Purnell Road.**

Ms. Sanders was not present to discuss this item. Mr. Dennis Bonds made a motion to table this item which was seconded by Mr. Norman Cruse. The motion passed unanimously.

3. **A request from The North MS Leftist Coalition to change the names of the following streets which they feel honor the Confederacy:**

- **Beauregard Street**
- **Breckinridge Street**
- **Buckner Avenue**
- **Confederate Avenue**
- **Rebel Drive**
- **Ewell Avenue**
- **Hampton Avenue**
- **Hood Avenue**
- **Jeb Stuart Street**
- **Stewart Drive**
- **Mosby Drive**
- **Pemberton Avenue**
- **Robert E Lee Drive**
- **Stephen D Lee Street**
- **Stonewall Circle**

Mr. Dennis Bonds and Mr. Norman Cruse noted that this is not a traffic issue. Therefore, Mr. Jimmy Avery made a motion to forward this item to the admin and legal departments. The motion was seconded by Officer Sanderson and it passed unanimously.

4. **A request from Ms. Lois Wise, 8 Oxford Square, Tel. 662-372-2999, for the installation of a “No Right Turn on Red” sign westbound on Garfield Street at the intersection of Gloster Street.**

Officer Sanderson stated that Walgreens has trimmed their bushes which has improved the sight at this intersection. A motion to deny this request was made by Mr. Norman Cruse and seconded by Mr. Jimmy Avery. The motion passed unanimously.

5. **A request from Ms. Frances Valentine, 1412 Reed Street, Tel. 662-760-3435, for the installation of a “No Parking” sign in front of her mailbox.**

Mr. Jake Logan made a motion to deny this request. The motion was seconded by Mr. Jimmy Avery and passed unanimously.

6. **A request from Ms. Wendy McFerrin, Tel. 662-687-0225, for the installation of “No Parking” signs in front of 405 & 411 Magazine Street (in front of these addresses and on the same side of the street).**

Mr. Chuck Williams and Mr. Jake Logan noted that these signs have already been installed. Therefore, no action was needed by the Traffic Committee.

7. **A request from Mr. Adam Byars, 400 Ione Street, Tel. 662-397-5200, for the installation of “No Littering” signs with a stated fine on Ione Street.**

Mr. Jake Logan made a motion to refer this item to code enforcement. Mr. Jimmy Avery seconded the motion and it passed unanimously.

8. **A request from the Wilemon Acres Neighborhood Association, Ms. Sherry Rutledge, Tel. 662-231-9566, arutledge@comcast.net, for the installation of speed tables and/or “Children At Play” signs on Thomas Street, N. Foster Street and other streets in the area.**

Mr. Dennis Bonds noted that Thomas Street is classified as a collector and N. Foster Street is classified as a local street. Therefore, these do not qualify for speed tables. Mr. Barton Wynn made a motion to deny this item. Mr. Jake Logan seconded the motion and it passed unanimously.

9. **A request from Ms. Ashley Benjamin, 1312 Pinecrest Drive, Tel. 662-871-9336, for the installation of “Children At Play” signs at the top and bottom of Pinecrest Drive.**

Mr. Barton Wynn observed that only one sign will be needed. Mr. Barton Wynn made a motion to approve this request. The motion was seconded by Officer Sanderson and it was unanimously approved.

10. **A request from Mr. Robert Hereford, 204 Kenny Vaughan Road, Tel. 662-841-5615, for the installation of stop signs to make the intersection of Countrywood Road and Road 1500 a 4-way stop.**

Mr. Jake Logan stated that he lives in this area and goes thru this intersection regularly. Officer Sanderson made a motion to deny installation of the stop signs and approve the installation of "Intersection Ahead" signs. Mr. Jimmy Avery seconded the motion and it passed unanimously.

11. **A request from Ms. Jean Carruthers, 1002 Hilda Avenue, Tel. 662-260-0809, to reduce the speed limit on Hilda Avenue. The current posted speed limit is 20 mph.**

Mr. Dennis Bonds stated that the lowest speed limit allowed on a road classified as local is 20 mph. Therefore, Mr. Avery made a motion to deny this request. This motion was seconded by Officer Sanderson and it passed unanimously.

12. **A request from Mr. Bruce Tucker, Tel. 662-681-6125, for the installation of a 20 mph speed limit on Sherry Road.**

Mr. Jake Logan made a motion to approve this request since Sherry Road is a local road and qualifies for the 20 mph. Mr. Emmitt Foster seconded the motion and it passed unanimously.

13. **A request from Mr. Kevin Parks, 2421 Barnes Crossing Road, Tel. 630-674-5500, for the installation of a speed table on Barnes Crossing Road.**

Barnes Crossing Road is a local a road and does not qualify for speed tables. Mr. Jimmy Avery made a motion to deny this request. Mr. Jake Logan seconded the motion and it passed unanimously.

14. **A request from Ms. Ann McMillan, c/o Joyner Neighborhood Association, for the installation of speed tables on Woodlawn. Also requesting lowering the speed limit to 20 mph.**

Woodlawn is a residential street. Mr. Jake Logan made a motion to approve lowering the speed limit to 20 mph and deny the speed tables (due to the length of the street). Mr. Jimmy Avery seconded the motion and it passed unanimously.

15. **A request from Ms. Tammy Gilmore, 2016 Kenmar Lane (next to Hillsdale), Tel. 662-231-8171, for the installation of speed tables.**

Mr. Dennis Bonds made a motion to deny this request since Kenmar Lane is a local road and does not qualify for speed tables. Mr. Jimmy Avery seconded the motion and it passed unanimously.

16. **A request from the Bristow Acres planning committee for the installation of the following:**

- **Marquette and Lumpkin – Flashing red light at stop sign**
- **George and W Jackson – Flashing caution light**
- **Lumpkin (Down by RR tracks) – Speed tables**
- **Marquette Street – Speed tables at both ends**
- **West and East Bristow – Speed tables at both ends**
- **George Street – Speed tables off hill at George and Lambard**

Mr. Dennis Bonds noted that all these streets are local or collectors and not eligible for speed tables. Mr. Jake Logan stated that flashing red lights or caution lights are only allowed on major thoroughfares, but he can install “Caution Intersection” signs. A motion to approve installation of the “Caution Intersection” signs and deny the rest was made by Mr. Dennis Bonds. Mr. Jimmy Avery seconded the motion and it passed unanimously.

17. **A request from Ms. Jennifer Itzep, 1603 S. Feemster Lake Road, Tel. 662-871-8226, email jenniferitzep@gmail.com, for the installation of speed tables on South Feemster Lake Road.**

Mr. Dennis Bonds made a motion to deny this request since Feemster Lake Road is a local road and does not qualify for speed tables. Mr. Jimmy Avery seconded the motion and it passed unanimously.

18. **A list of concerns from Ms. Joanna Megginson, Tel. 662-322-4886, about traffic on Country Club Road:**

- a) **Excessive speeding**
- b) **Road too narrow; asked about walking/bike lanes (cited Joyner neighborhood upgrades)**
- c) **There is no shoulder on the road; dangerous for walkers and bikers**
- d) **Safety concerns for children**
- e) **Installation of speed tables**

Mr. Barton Wynn observed that this is a very established neighborhood with no new houses or additions for quite a while. Mr. Dennis Bonds made a motion to deny the speed tables (local road) and request additional monitoring of the speed by the police department. This motion was seconded by Mr. Norman Cruse and it passed unanimously.

19. **A request from Ms. Delores Coleman, 1617 N. Green Street, Tel. 601-673-7606, for the installation of a reserved “Handicapped” parking space in front of her home.**

Mr. Jake Logan made a motion to refer this item to the Tupelo Housing Authority. Officer Sanderson seconded the motion and it passed unanimously.

20. **A request from Ms. Sharon Miller, 402 Maynard Drive, Tel. 662-610-8721, for the installation of stop signs on Maynard Drive on both sides of her driveway. Her house is located across from the Torrey intersection.**

Mr. Jake Logan made a motion to deny this request which was seconded by Officer Sanderson. The motion passed unanimously.

21. **A request thru Mrs. Marilyn Vail for the installation of “Children At Play” signs on Bella Vista.**

Mr. Jake Logan noted that a sign is already installed on the west end of Bella Vista and made a motion to install one on the other end. Mr. Dennis Bonds seconded the motion and it passed unanimously.

22. **A request from Mr. Matthew Kimbrough, 5402 Treetop Drive, Tel. 662-316-4285, for the installation of a flashing or lighted stop sign on Old Belden Circle at the northern loop.**

MDOT is already in the process of purchasing these stop signs and the city has agreed to install them. Therefore, no action was needed by the Traffic Committee.

23. **A request from Mr. Don Lewis, COO, for the installation of a 4-way stop sign at the intersection of Park and Leake Streets.**

There are temporary signs here now due to the detour because of the construction on Jackson Street. Mr. Lewis would like to make these permanent and include the intersection of Magnolia and Leake Streets. Mr. Dennis Bonds made a motion to postpone this item and allow a traffic count and warrant analysis to be conducted. Mr. Emmitt Foster seconded the motion and it passed unanimously.

24. **A request from Ms. Sara Rutledge, President of the Wilemon Neighborhood Association, Tel. 662-231-9566, for the installation of a 4-way stop at the intersection of Thomas Street and Holmes or speed tables on Thomas Street.**

Thomas Street does not qualify for speed tables. Mr. Jake Logan made a motion to deny a 4-way stop and approve the installation of an "Intersection Ahead" sign. Officer Sanderson seconded the motion and it passed unanimously.

25. **A request thru Mr. Mike Bryan, Councilman Ward 6, from Ms. Julie Smith, for installation of stop signs at the following intersections:**

- a) **Charleston Blvd and Market Street (Make a 4-way stop, currently 2-way)**
- b) **Charleston Gardens Drive and Charleston Blvd (Make a 3-way stop, currently only 1)**
- c) **Charleston Gardens Drive and Market Street (Make a 3-way stop, currently only 1)**
- d) **Installation of 20 mph speed limits signs**

Mr. Mike Bryan, Ms. Julie Smith and Ms. Roseanne Roberts were present to discuss this item. Mr. Dennis Bonds and Mr. Jake Logan made a motion to approve the 20 mph speed limit signs and postpone items a, b and c to allow traffic counts and a warrant analysis to be conducted. The motion was seconded by Mr. Norman Cruse and it passed unanimously.

26. **A request Mr. Stephens Daniel, Daniel Design Studio, 398 E Main Street, Suite 209, Tel. 662-260-4543, stephens@daniel-designstudio.com, for the installation of a "No Parking" sign in the alley off of Sherwood Avenue between Fire Station #1 and Carol Park.**

Mr. Stephens Daniel was present via Zoom to discuss this item. Mr. Daniel stated that the alley is only one lane wide. Officer Phillip Sanderson noted that per state statute, parking in an alley is illegal anyway. Officer Sanderson made a motion to approve this request. It was seconded by Mr. Norman Cruse and passed unanimously.

Tupelo Traffic Committee
February 11, 2021
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Officer Phillip Sanderson announced to the committee his retirement from the Tupelo Police Department. Officer Patrick Johnson will be replacing him as a representative of TPD on the Traffic Committee. We wish Officer Sanderson the best and hope he enjoys his well deserved retirement!

With there being no further business, Mr. Norman Cruse made a motion to adjourn the meeting. Mr. Jimmy Avery seconded the motion and it passed unanimously.

Submitted By: *Pam Blassingame*



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE March 10, 2021

SUBJECT: IN THE MATTER OF RE-APPOINTMENT OF MR. VANCE PHILIPS TO
THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT
BOARD **JT**

Request:

I respectfully request your re-appointment of Mr. Vance Philips to the Northeast Mississippi Regional Water Supply District board. This appointment will be for a term of five (5) years.