

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**OCTOBER 3, 2023**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, October 3, 2023, at 6:00 p.m. with the following in attendance: Council Members Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Chad Mims was absent. Council Member Bryan led the invocation. Council Member Beard led the pledge of allegiance.

Council President Travis Beard called the meeting to order at 6:00 p.m.

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

Council Member Davis moved, seconded by Council Member Palmer, to approve the agenda and agenda order, as presented. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY**

Mayor Todd Jordan recognized Mr. Brady Davis, who read a proclamation declaring October 9, 2023, Piominko Day. APPENDIX A

**EMPLOYEE RECOGNITION**

Mayor Todd Jordan recognized the following employees for their service with the City of Tupelo:

Fire Department	Michael West	5 years
	Davy Estes	25 years
Administration	Ben Logan	10 years

**PUBLIC RECOGNITION**

Council Member Nettie Davis thanked everyone for being supportive of the very successful Communities Forward Festival. She mentioned two upcoming festivals, the Canal Street Festival and the Haven Acres Festival. She also said that the AEE luncheon at the Carver School was really a nice event.

Council Member Rosie Jones invited everyone to the upcoming festival in Haven Acres.

Council Member Travis Beard thanked the Tupelo Public School District for allowing the city to use its facilities during the ongoing renovations at City Hall.

## **MAYOR'S REMARKS**

Mayor Jordan also thanked the Tupelo Public School District, relating that being in the Church Street school brings back memories from his elementary days. He reminded everyone of the Chili Fest that is scheduled for Friday, October 6, and the Fall Into Tupelo Events on Saturday. The Mayor mentioned that two of the awards given to teachers at the recent AEE luncheon were given in honor of Judy Beard and thanked Council Member Beard for helping with the presentation. He thanked Council Member Palmer for filling in at the upcoming Piominko Day ceremony.

## **IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING**

No one appeared to address any of the properties on the final lot mowing list, as follows:

<u>Parcel</u>	<u>Location</u>
077F2617900	709 LAR-ELI-DO DR
077Q3604200	1606 ECKFORD ST
077Q3604300	200 BOWEN ST
077Q3604400	208 BOWEN ST
077Q3602500	205 BOWEN ST

## **IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION OF PROPERTIES LOCATED AT 1505 HILLSDALE DRIVE, 1518 CENTRAL AVENUE, AND 135 WARREN LANE**

No one appeared to address the properties for demolition, as follows:

1505 Hillsdale Drive (PARCEL #088T-27-003-00)  
 1518 Central Avenue (PARCEL #077Q-36-156-00)  
 135 Warren Lane (PARCEL #079V-32-012-00)

## **IN THE MATTER OF MINUTES OF SEPTEMBER 19, 2023 REGULAR COUNCIL MEETING**

Council Member Palmer moved, seconded by Council Member Bryan, to approve the minutes of the regular meeting of September 19 and special called meeting of September 12, 2023. Of those present, the vote was unanimous in favor.

## **IN THE MATTER OF BILL PAY**

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

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

Council Member Bryan moved, seconded by Council Member Palmer, to approve the advertising and promotional items, as presented. Of those present, the vote was unanimous in favor. APPENDIX C

Various Vendors \$2,500.00 Haven Acres Festival

Various Vendors \$2,500.00

Canal Street Festival

### **IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE**

Council Member Gaston moved, seconded by Council Member Palmer, to approve the Municipal Compliance Questionnaire as submitted by City Clerk Kim Hanna. The period covered by this questionnaire is October 1, 2022, to September 30, 2023. Of those present, the vote was unanimous in favor. A copy is attached to these minutes as APPENDIX D

### **IN THE MATTER OF APPOINTMENT OF MONTGOMERY BERRY TO POLICE ADVISORY BOARD – WARD 1**

Council Member Gaston moved, seconded by Council Member Palmer, to approve the Mayor's appointment of Dr. Montgomery Berry to the Police Advisory Board as the representative for Ward 1 for a 3 year term effective 10-3-2023. Of those present, the vote was unanimous in favor. APPENDIX E

### **IN THE MATTER OF APPOINTMENT OF STEVEN COON TO POLICE ADVISORY BOARD – WARD 5**

Council Member Palmer moved, seconded by Council Member Davis, to approve the Mayor's appointment of Mr. Steven Koon as the representative for Ward 5 for a 3 year term effective 10-3-2023. Of those present, the vote was unanimous in favor. APPENDIX F

### **IN THE MATTER OF AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF TUPELO BETWEEN THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY AND BELINDA STEWART ARCHITECTS, P.A. RELATING TO A HISTORIC STRUCTURES REPORT AND ENGINEERING REPORT FOR SPRINGHILL MISSIONARY BAPTIST CHURCH**

Council Member Bryan moved, seconded by Council Member Jones, to approve a contract on behalf of the City of Tupelo between the Mississippi Department of Archives and History and Belinda Stewart Architects, Pa, relating to a historic structures report and engineering report for Springhill Missionary Baptist Church; and to authorize the Mayor and City Clerk to execute any documents necessary. Of those present, the vote was unanimous in favor. APPENDIX G

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

Council Member Bryan moved, seconded by Council Member Jones, to adjudicate the properties on the final lot mowing list as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve their cleaning in accordance with Mississippi Code Annotated Sec. 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX H

### **IN THE MATTER OF PROPERTIES FOR DEMOLITION**

DDS Director Tanner Newman requested that the Council consider the adjudication of each property on the public hearing demolition list that have been found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized

by Miss. Code § 21-19-11 (1972 as amended). Each property was separately considered and found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition. The properties are:

1505 Hillsdale Drive (PARCEL #088T-27-003-00)  
 1518 Central Avenue (PARCEL #077Q-36-156-00)  
 135 Warren Lane (PARCEL #079V-32-012-00)

Council Member Bryan moved, seconded by Council Member Gaston, that each property on the demolition list be found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). The vote was unanimous in favor of approval of the demolitions. APPENDIX I

### **IN THE MATTER OF LIEN RESOLUTIONS FOR UNPAID LOT MOWING INVOICES**

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

<u>Address:</u>	<u>Parcel #</u>
335 Canal St.	088N-33-047-00
151 Canal St.	088N-33-057-00
431 Tolbert St.	089F-30-033-00
1261 N. Green Street	089B-30-039-00
1197 S. Gloster Street	101M-12-175-00
1103 Chickasaw Trail	113J-07-022-00
2411 Danny St.	077P-35-006-00

Of those present, the vote was unanimous in favor. APPENDIX J

### **IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID DEMOLITION COSTS OF 1100 CHAPMAN DRIVE**

Council Member Gaston moved, seconded by Council Member Jones, to approve a Resolution Adjudicating Cost and Assessing Lien Against Real Property associated with demolitions under Miss. Code Ann. 21-19-11(1972 as amended) for the following property:

1100 Chapman Dr. Parcel # 077M-36-057-01

Of those present, the vote was unanimous in favor. APPENDIX K

### **IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES JULY 10, 2023**

Council Member Palmer moved, seconded by Council Member Gaston to approve the Major Thoroughfare Committee meeting minutes of July 10, 2023. Of those present, the vote was unanimous in favor. APPENDIX L



**IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES AUGUST 14, 2023**

Council Member Davis moved, seconded by Council Member Palmer, to approve the Major Thoroughfare Committee meeting minutes of August 14, 2023. Of those present, the vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF REJECTING REVERSE BID #2023-045PD FOR EOD ROBOT**

Council Member Gaston moved, seconded by Council Member Palmer, to reject Bid # 2023-045PD - EOD Robot, for all bids not meeting specifications. Of those present, the vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF APPROVAL OF UNITED STATES MARSHALS SERVICE MS TASK FORCE ADDENDUM ORDER**

Council Member Davis moved, seconded by Council Member Gaston, to approve an Addendum to the Existing Fugitive Task Force, Memorandum of Understanding Between the Tupelo Police Department and the United States Marshals Service Concerning the Use of Body-Worn Cameras by Task Force Officers and to authorize the Chief of Police to execute the addendum. Of those present, the vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF CHANGE ORDER #1 FOR VAN BUREN DRAINAGE IMPROVMENTS ARPA BID 2023-032PW**

Council Member Gaston moved, seconded by Council Member Palmer, to approve change order #1 for Van Buren Drainage Improvements - ARPA Bid 2023-032PW. The change order does not change the total price of the project. Of those present, the vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF CONTRACT APPROVAL ENDVILLE RD WIDENING PROJECT BID NO. 2023-022PW**

Council Member Palmer moved, seconded by Council Member Jones, to approve the contract between Hodges Construction and the City of Tupelo for Bid # 2023-022PW - Endville Road Widening Project, in the amount of \$1,202,489.20. Of those present, the vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF BID APPROVAL 2023-041PW CITY HALL GENERATOR LABOR AND MATERIALS**

Bids were received for Bid # 2023-041PW - City Hall Generator Labor and Materials. Four bids were received ranging from \$249,105.00 to \$312,485.00. City Attorney Ben Logan raised a Point of Information and explained why, in this case, the lowest bid was not the best bid for the City. On the recommendation of the engineer, Council Member Palmer moved, seconded by Council Member Davis, to approve the lowest and best bid of Liberty Electric due to supplier location providing specified response time for service and repairs and proposal of pre-approved engine generator manufacturers or their approved equivalent, all as stated in the attached order, and to authorize the Mayor and City Clerk

to execute any and all contract documents to effectuate this purchase, subject to subsequent ratification by City Council. Of those present, the vote was unanimous in favor. APPENDIX R

**IN THE MATTER OF AWARD OF BID # 2023-044WL FOR B&B SEWER OUTFALL (SRF)**

Bids were received for Bid # 2023-044WL - B & B Sewer Outfall. Three bids were received with the lowest and best being submitted by Ensco, LLC in the amount of \$3,356,603.20, as recommended by Cook Coggin Engineers. Council Member Davis moved, seconded by Council Member Palmer, to award Bid # 2023-044WL - B & B Sewer Outfall to Ensco, LLC. Of those present, the vote was unanimous in favor. APPENDIX S

**IN THE MATTER OF TRAFFIC COMMITTEE MINUTES OF SEPTEMBER 21, 2023**

Council Member Gaston moved, seconded by Council member Jones, to approve the Traffic Committee minutes of September 21, 2023. Of those present, the vote was unanimous in favor. APPENDIX T

**IN THE MATTER OF AMENDMENT TO THE CITY OF TUPELO EMPLOYEE HANDBOOK POLICY 608: DRUG AND ALCOHOL-FREE WORKPLACE**

Council Member Bryan moved, seconded by Council Member Davis, to approve an amendment to the City of Tupelo employee handbook policy 608. After discussion of the amendment between the Council and the city attorneys, Council Member Bryan withdrew the motion and moved to table and study this item further. Council Member Palmer seconded the motion. Of those present, the vote was unanimous in favor to table.

**IN THE MATTER OF AN ORDER AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED AT 1112 CHAPMAN DRIVE TO THE NEIGHBORHOOD DEVELOPMENT CORPORATION**

Council Member Gaston moved, seconded by Council Member Davis, to approve an Order Authorizing the Conveyance of Certain Real Property Located at 1112 Chapman Drive to the Neighborhood Development Corporation. Of those present, the vote was unanimous in favor. This property will be removed from the City's asset list, as it is no longer needed for use by the City of Tupelo. APPENDIX U

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Jones, to adjourn the meeting at 6:37 PM. Of those present the vote was unanimous in favor.

  
Travis Beard, Council President

ATTEST:

Missy Shelton  
Missy Shelton, Council Clerk

APPROVED

Todd Jordan  
Todd Jordan, Mayor

10-18-2023  
Date



OFFICE OF THE MAYOR

PIOMINKO DAY

PROCLAMATION

**WHEREAS**, Revered Chickasaw leader, Piominko, also known as “Mountain Leader,” was born and resided in the heart of the historic Chickasaw Homeland, located in present-day Tupelo, MS, from approximately 1750 to 1798; and

**WHEREAS**, Piominko was the most influential and important Chickasaw ally of the United States during the early formation of the new republic, and his leadership was critical both for the United States and the Chickasaw Nation.

**WHEREAS**, During the American Revolutionary War, Piominko was given a commission as an officer by President George Washington, and in 1794 he was presented with a peace medal by President Washington both for his service in the Revolution and his invaluable efforts in formalizing peaceful relations between the two nations; and

**WHEREAS**, Piominko and President Washington signed the Treaty between the Chickasaw and United States of 1786, also known as the Treaty of Hopewell which formalized the Chickasaw Nation’s alliance with the fledgling United States government and formally defined the tribal boundaries, and Piominko acted as a Chickasaw diplomat in meetings with southeastern tribes, state governors and President Washington; and

**WHEREAS**, in 2005 the Rotary Club of Tupelo was instrumental in the commissioning and dedication of a 6-foot-tall Piominko statue, which now stands prominently in front of City Hall, and to this day, Rotary continues to work to increase public awareness of Piominko’s legacy and historical significance in Tupelo and North Mississippi, and

**WHEREAS**, in 2008 the Chickasaw Nation proclaimed the 2nd Monday in October as Piominko Day, to be celebrated annually in perpetuity, and Piominko is recognized as a seminal figure in the history of Tupelo and Northeast Mississippi; and

**WHEREAS**, The Chickasaw Inkana Foundation, along with the Daughters of the American Revolution and the City of Tupelo will continue to work with the Chickasaw Nation and other regional partners to increase awareness of the importance of Chickasaw culture and history and preserve, protect and interpret Chickasaw culture and history in the historic Chickasaw Homeland;

**NOW THEREFORE**, I, Todd Jordan, Mayor of Tupelo, Mississippi, do hereby proclaim October 9, 2023, as

PIOMINKO DAY

In Tupelo, Mississippi, and encourage all citizens to recognize Piominko for his extraordinary leadership of the Chickasaw people and his dedicated efforts to secure peace between the United States and the Chickasaw Nation.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tupelo to be affixed this the 9<sup>th</sup> day of October, the year of our Lord two thousand and twenty three.

**ATTEST:**

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

\_\_\_\_\_  
Brady Davis, CEO  
Chickasaw Inkana Foundation

\_\_\_\_\_  
Todd Jordan, Mayor

\_\_\_\_\_  
Bill Dickerson, President  
Tupelo Rotary Club

\_\_\_\_\_  
Sarah Harris, Regent  
Mary Stuart Chapter, MSSDAR

**CHECK INFORMATION FOR COUNCIL MEETING  
OCTOBER 3, 2023**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH</b>	<b>ID-420798-420803;420804-421163</b>
<b>EFT</b>	<b>50002430-50002455</b>
<b>TWL ADJUSTMENTS</b>	<b>1-65</b>

**ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET**

**INVOICES AS SHOWN ON FACE OF DOCKET**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

**DATE** October 3, 2023

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

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**Request:**

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:**

Various vendors	\$2,500.00	Haven Acres Festival
Various vendors	\$2,500.00	Canal Street Festival

## MUNICIPAL COMPLIANCE QUESTIONNAIRE

### INFORMATION

Note: Due to the size of some municipalities, some of the question may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate workpapers may be needed.

1. Name and address of municipality: City of Tupelo

P.O. Box 1485      Tupelo, MS 38802-1485

2. List the date and population of the latest official U.S. Census or most recent official census:

2010      37,923

3. Names, addresses and telephone numbers of the officials (include elected officials, chief administrative officer, and attorney).

ATTACHED LIST INCLUDED

4. Period of time covered by this questionnaire:

From: 10/1/2022

To: 9/30/2023

5. Expiration date of current elected officials' term: 6/30/2025

(CITY OF TUPELO)  
(MUNICIPALITY)

### Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2023

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of TUPELO, and, to the best of our knowledge and belief, all responses are accurate.



(City Clerk's Signature)

10-4-2023

(Date)



(Mayor's Signature)

10-4-2023

(Date)

Minute Book References:

Book Number: \_\_\_\_\_

Page: \_\_\_\_\_

(Clerk is to enter minute book references when questionnaire is accepted by board.)



## MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS: Y – YES, N – NO, N/A – NOT APPLICABLE

### PART I – GENERAL

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
  
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
  
3. Are municipal records open to the public? (Section 25-61-5) Y
  
4. Are meetings of the board open to the public? (Section 25-41-5) Y
  
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
  
6. Are all required personnel covered by appropriate surety bonds?
  - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
  - Municipal clerk (Section 21-15-38) Y
  - Deputy clerk (Section 21-15-23) Y
  - Chief of police (Section 21-21-1) Y
  - Deputy police (Section 45-5-9) (if hired under this law) Y
  
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Section 21-15-17 and 21-15-19) Y
  
8. Are minutes of board meetings signed by the mayor or majority of the board within 22 days of the meeting? (Section 21-15-33) Y
  
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y
  
10. Did all officers, employees of the municipality, or their relative avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

## MUNICIPAL COMPLIANCE QUESTIONNAIRE

- |  |          |
|--|----------|
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |
| 12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19)   | <u>Y</u> |

### PART II – CASH AND RELATED RECORDS

- |   |          |
|---|----------|
| 1. Where required, is a claims docket maintained? (Section 21-39-7)   | <u>Y</u> |
| 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)  | <u>Y</u> |
| 3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)                                    | <u>Y</u> |
| 4. Are all warrants approved by the board, signed by the Mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)       | <u>Y</u> |
| 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)  | <u>Y</u> |
| 6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Section 21-35-5, 21-35-7 and 21-35-9)     | <u>Y</u> |
| 7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) | <u>Y</u> |
| 8. Has the municipality held a public hearing and published its adopted budget? (Section 21-35-5)   | <u>Y</u> |
| 9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)            | <u>Y</u> |
| 10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)                       | <u>Y</u> |

## MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)   Y
  
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)   Y
  
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)   Y
  
14. Has the municipality commissioned municipal depositories? (Section 27-105-353 and 27-105-363)   Y
  
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)   Y
  
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) – Section 21-19-45 through 21-19-59, etc.]   Y
  
17. Are fixed assets property tagged and accounted for? (Section 7-7-211 – Municipal Audit and Accounting Guide)   Y
  
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?   Y
  
19. Are all travel advances made in accordance with State Auditor's regulations? (Section 25-3-41)   Y

### PART III – PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]   Y
  
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]   Y

## MUNICIPAL COMPLIANCE QUESTIONNAIRE

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and(k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

### PART IV – BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purpose for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

### PART V – TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y

## MUNICIPAL COMPLIANCE QUESTIONNAIRE

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Section 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than ¼ mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-7-347)
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

**MUNICIPAL COMPLIANCE QUESTIONNAIRE ATTACHMENT  
INFORMATION ITEM #3**

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Names, addresses and telephone numbers of officials.

Mayor

Todd Jordan  
6231 Park Heights Circle  
Tupelo, MS 38801  
(662) 841-6513  
E-mail [todd.jordan@tupeloms.gov](mailto:todd.jordan@tupeloms.gov)

Ward V

Buddy Palmer  
273 Tyler Willis Lane  
Tupelo, MS 38804  
(662) 255-1454  
E-mail [buddy.palmer@tupeloms.gov](mailto:buddy.palmer@tupeloms.gov)

Ward I

Chad Mims  
1304 Lakeshire Dr  
Tupelo, MS 38804  
(662) 322-7329  
E-mail [chad.mims@tupeloms.gov](mailto:chad.mims@tupeloms.gov)

Ward VI

Janet Gaston  
1764 Columbine Dr  
Tupelo, MS 38801  
(662) 255-9530  
E-mail [janet.gaston@tupeloms.gov](mailto:janet.gaston@tupeloms.gov)

Ward II

Lynn Bryan  
1226 Clayton Ave.  
Tupelo, MS 38804  
(662) 321-2081  
E-mail [lynn.bryan@tupeloms.gov](mailto:lynn.bryan@tupeloms.gov)

Ward VII

Rosie Jones  
1119 Evelyn Dr  
Tupelo, MS 38801  
(662) 401-5483  
E-mail [rosie.jones@tupeloms.gov](mailto:rosie.jones@tupeloms.gov)

Ward III

Travis Beard  
2415 William Drive  
Tupelo, MS 38801  
(662) 610-0550  
E-mail [travis.beard@tupeloms.gov](mailto:travis.beard@tupeloms.gov)

Ward IV

Nettie Y. Davis  
326 Barnes Street  
Tupelo, MS 38804  
(662) 871-8394  
E-mail [nettie.davis@tupeloms.gov](mailto:nettie.davis@tupeloms.gov)



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Todd Jordan, Mayor  
**DATE** September 25, 2023  
**SUBJECT:** IN THE MATTER OF APPOINTMENT MONTGOMERY BERRY TO POLICE  
ADVISORY BOARD – WARD 1 **TJ**

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**Request:**

For your confirmation.....

Appointment of Dr. Montgomery Berry to Police Advisory Board to represent Ward 1.



## J. MONTGOMERY BERRY, MD

Dr. J. Montgomery Berry is board certified in Otolaryngology-Head and Neck Surgery and Otolaryngology Allergy. He began his practice in Northeast Mississippi upon joining ENT Physicians of North Mississippi in 1998. He specializes in the treatment of adult and pediatric patients with ear, nose, and throat disorders and allergy problems, with a special interest in laryngeal and voice disorders.

Dr. Berry is a graduate of Millsaps College where he received a BS in chemistry and was a four-year letterman and captain of the basketball team. He obtained his medical degree from the University of Mississippi School of Medicine where he was awarded the Mississippi-Louisiana Award for Excellence in Undergraduate Otolaryngology. He also served as National Student Trustee for the Christian Medical Dental Society. Dr. Berry completed his residency at Vanderbilt University where he was winner of the resident research competition for his work in laryngeal re-animation. He is a charter member of the Christian Society of Otolaryngology and is a fellow of the American College of Surgeons.

He is married to Sara Williams Berry of Corinth and they have seven children. He is a founding member of The Orchard Church in Tupelo where he continues to serve as an elder on the Jeremiah Council. He is an avid sportsman and spends most of his free time with his family.





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Todd Jordan, Mayor

**DATE** September 28, 2023

**SUBJECT:** IN THE MATTER OF APPOINTMENT OF STEVEN COON TO POLICE  
ADVISORY BOARD – WARD 5 TJ

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**Request:**

For your confirmation.....

Appointment of Steven Coon to Police Advisory Board to represent Ward 5.

# STEVEN J. COON

DESIGN ENGINEER MANAGER

## PROFILE

As a passionate, open-minded, & dedicated individual, I bring a certain level of professionalism to any task. Having served in several management roles, I am accustomed to making difficult decisions and communicating with team members. The role of R&D Design Engineer allows for out of the box solutions to a multitude of scenarios. I strive to consider all points of view of the team in order to achieve the goal.

## SKILLS

- COMMUNICATION
- CRITICAL THINKING
- COLLABORATION
- CREATIVITY
- LEADERSHIP
- DECISION MAKING

## EDUCATION

### Itawamba Community College

1997-2001

A.A.S. Drafting & Design Technology

### Software Proficiency

Certified Solidworks Associate

Level I & II Training AutoDesk Inventor

AutoCAD, Excel, Word, Outlook, SAP

## EXPERIENCE

### Tiffin Motorhomes, Red Bay, AL

2003 - Present

Currently as Design Engineer Manager, I oversee a team of people in the design of the superstructure for Class A motorhomes as well as new floorplans. I will often travel to various dealer/customer trade shows in order to gain knowledge of prospective buyers. This allows us to remain competitive in the market. I have also served as a R&D Design Engineer Manager of a team of designers. I currently have my name on one U.S. Patent for an egress door design. These roles have also required me to work hand in hand with various outside vendors to develop new products in order to achieve necessary goals.

### HMC Technologies, New Albany, MS

2000 - 2003

I worked directly under Mechanical Engineers to produce drawings prior to manufacturing. This would require handling request for quotes from outside vendors and working with purchasing to obtain needed materials. I was also task with maintaining the Engineering Library and compile information to provide to customers for the various projects.

### Reed Manufacturing, Tupelo, MS

1995 - 2000

As a laborer in the Cutting department, I served as a 120+% operator in multiple jobs. I often served as a floater to fill in various positions and train new employees as needed.

**CONTRACT**  
*SPRING HILL MISSIONARY BAPTIST CHURCH HISTORIC STRUCTURES AND  
ENGINEERING REPORT  
FOR THE CITY OF TUPELO, LEE COUNTY*

THIS CONTRACT between the City of Tupelo (hereinafter called The City), Belinda Stewart Architects, PA (hereinafter called the Consultant), and the Mississippi Department of Archives and History (hereinafter called MDAH), relates to a historic structures report and engineering report for Spring Hill Missionary Baptist Church.

The City, Consultant, and MDAH agree as follows:

**1. Work Program**

The Consultant shall carry out project work as specified in the "Work Program" (attachment A) for this project.

**2. Compensation**

The Consultant agrees to perform the work outlined in Attachment A for the total cost up to the amount of \$20,000.00. Compensation to the Consultant shall be made upon satisfactory completion and submission to the Historic Preservation Division of MDAH and the City of Tupelo the product of the project as specified below and upon the receipt of an invoice for the project.

**3. Termination Provision**

If both MDAH and the City of Tupelo find the Consultant's work to be below the standards specified in Attachment A of this Contract; or if both MDAH and the City of Tupelo find that progress is not being made to meet the deadlines attached to this project, a written warning shall be given to the Consultant delineating the nature of the problem. If satisfactory progress is not made in the enumerated area(s) within thirty (30) days or a suitable explanation is not produced in writing by the Consultant, MDAH and/or the City of Tupelo shall have the right to terminate this Contract.

**4. Reports and Requests for Reimbursement**

The Consultant shall advise MDAH and the City of Tupelo of the progress of the project by telephone, e-mail, or by letter at least once every month while the project is underway. The Consultant shall contact MDAH and the City of Tupelo immediately if any situation should arise which will affect the timely or successful completion of this project and/or the final submission of the completed assessment.

## 5. Copyright

The copyright for any publication resulting from materials, information, and data assembled due to this contract shall be available to MDAH and the City of Tupelo, and MDAH and the City of Tupelo shall retain the right of printing and reprinting any publications using said materials, information, and data. The Consultant waives any claim to a copyright involving said materials, information, and data.

## 6. General Provisions

The Consultant agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Consultant further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal/state program. The Consultant shall indemnify and hold harmless the City of Tupelo, and all of their officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Consultant in executing work under this contract.

**FEDERAL AND STATE PAYROLL TAXES:** Neither federal nor state income tax nor payroll tax shall be withheld or paid by the Department or the City of Tupelo on behalf of the Consultant or the employees of the Consultant. The Consultant shall not be treated as an employee by the City of Tupelo with respect to the services performed hereunder for federal or state tax purposes.

**FRINGE BENEFITS:** Because the Consultant is an Independent Contractor, the Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of the City of Tupelo.

**WORKERS' COMPENSATION:** No Workers' Compensation insurance shall be obtained by the City of Tupelo concerning the Consultant or Consultant's employees. Any insurance that is required by law shall be obtained by the Consultant.

**STATEMENT OF COMPLIANCE WITH FEDERAL NON-DISCRIMINATION LAWS:** By execution of the contract, Consultant affirms that Consultant is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Consultant acknowledges that Consultant will strictly adhere to this policy in the performance of Consultant's obligations under the terms of this Contract.

## 7. Special Condition

No part of the money appropriated for this project shall be used directly or indirectly to pay for any personal service, telegram, advertisement, telephone, letter, printed, or written matter or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem

necessary for the efficient conduct of the public business.<sup>289</sup> Thus costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to historic preservation fund-assisted grants, either on a direct or indirect cost basis.

THIS CONTRACT becomes effective upon signature of the parties below.

**The City of Tupelo**

By Todd Jordan  
Todd Jordan, Mayor  
City of Tupelo

10-4-2023  
Date

**Consultant**

By Belinda Stewart  
Belinda Stewart, President  
Belinda Stewart Architects, PA

10.10.23  
Date

**Mississippi Department of Archives and History**

By Katie Blount  
Katie Blount, Sep 25, 2023 14:09 CDT  
Katie Blount, Director  
Mississippi Department of Archives and History

Sep 25, 2023  
Date

**ATTACHMENTS: (2)****ATTACHMENT A: WORK PROGRAM**

The goal of this project is to conduct a historic structures report and engineering assessment of Spring Hill Missionary Baptist Church. The assessment should help develop a prioritization of repairs. City of Tupelo, Belinda Stewart Architects, PA., and MDAH agree that the materials will be delivered with the following stipulations.

**Scope of Work:**

Belinda Stewart Architects, PA shall provide a structural survey of existing conditions of Spring Hill Missionary Baptist Church. The survey will include a historic structures report and engineering assessment of the existing facility for repairs and restoration. Services that the Consultant shall be held responsible for completing are as follows:

1. Documentation and analysis of the facility.
  - a. Identification of materials, systems, and their conditions.
  - b. Recommendations for needed repairs/restoration, including estimated costs and a scope of work.
  - c. Written report for the review of Church representatives.
2. On-site structural, mechanical, and electrical engineering report of the facility.
  - a. Documentation of conditions and building code compliance.
  - b. Report outlining recommended repairs and estimated costs.
3. Participation in conferences with the Client and/or the Mississippi Department of Archives and History when needed in the development of an appropriate repair concept.
4. Preparation of the report by a qualified professional that meets the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, which can be located at <https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>. If consultant has not previously worked with MDAH, a sample assessment is required for review.
5. The final report should adhere to a Historic Structure Report format which should include the following: introduction, background/building description, observations and discussion, prioritized scope of work, estimated costs, conclusions, recommendations, and any applicable figures or images.

6. The inclusion within the report of any<sup>201</sup> additional information that will allow scholars, researchers, preservationists, architects, engineers and others interested in the future of the building to make better informed decisions regarding the property. While primarily written, the report should include photographs and/or measured drawings where appropriate.

The Consultant will provide the City and MDAH the first draft of the professional assessment for review by **June 1, 2024**. The Consultant will provide the City and MDAH the final draft of the professional assessment for review by **July 1, 2024**. The final project shall be completed and approved by the City of Tupelo and MDAH by **August 1, 2024**.

**ATTACHMENT B - Acknowledging Federal Assistance**

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity  
National Park Service  
1849 C Street, N.W.  
Washington, D.C. 20240



Final Lot Mowing Report for October 3, 2023

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	45088	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	TP
2.	45101	077Q3604200	1606 ECKFORD ST	COMPLEO LLC	P O BOX 691	TUPELO, MS 38802	SB
3.	45105	077Q3604300	200 BOWEN ST	NORTH MISSISSIPPI REAL ESTATE & LAND LLC	103 BIENVILLE CIR	TUPELO, MS 38801	SB
4.	45107	077Q3604400	208 BOWEN ST	WILSON BOBBY L	604 RACOVE DR	TUPELO, MS 38801	SB
5.	45108	077Q3602500	205 BOWEN ST	HARRIS JAMES H & MARY N	205 BOWEN	TUPELO, MS 38801	SB
6.							
7.							293
8.							
9.							
10							
11							
12							



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Tanner Newman, Director of Development Services  
**DATE:** October 3, 2023  
**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION  
TN

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**Request:**

The Department of Development Services requests Council approval to demolish substandard structures on the following properties:

**1505 Hillsdale Drive (PARCEL #088T-27-003-00)**  
**1518 Central Avenue (PARCEL #077Q-36-156-00)**  
**135 Warren Lane (PARCEL #079V-32-012-00)**

**BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION****ADDRESS: 1505 HILLSDALE****BASIC INFORMATION**

- ▶ PARCEL: 088T-27-003-00
- ▶ CASE: 44220
- ▶ WARD: 5
- ▶ TAX VALUE: \$75,530
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

**NEARBY PROPERTIES/ TAXES**

Right side \$64,910  
Left side Vacant  
Rear Vacant  
Across street \$10,920

**TAXES/LIENS**

Taxes – Current

No city liens

**VISUAL INDICATORS OF BLIGHT**

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

**CODE ENFORCEMENT HISTORY**

- ▶ PRIOR VIOLATIONS 2
- ▶ CURRENT STATUS –OPEN – The owners of this property live out of town. It is not a rental.
- ▶ This property appears to have been in this condition for a long time. The house is vacant and the property is overgrown.



## HEARING NOTICE

09/06/21

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44220

Vs.

TTLBL, LLC

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

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1505 Hillsdale Drive, PARCEL #088T-27-003-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/03/2023, at 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or <sup>287</sup>by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty
5. of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

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

**WITNESS MY SIGNATURE, THIS THE 6TH DAY OF SEPTEMBER, 2023.**



---

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

06/02/2023

TTLBL LLC  
4747 EXECUTIVE DR STE 510  
SAN DIEGO, CA 92121

Re: CASE # 44220  
1505 N HILLSDALE DR,  
PARCEL NUMBER: 088T2700300



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.


VIOLATION	DETAILS/REMEDY
BUILDING MAINTANCE, 21-19-11 DEMOLITION STATE LAW	REPAIR OR DEMOLISH ALL STRUCTURES
OVER GROWN BRUSH AND TREES	CUT AND PRUNE ALL VEGETATION
LOT MOWING	MOW YARD

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING  
DATE IN ORDER TO BE IN COMPLIANCE: 7/5/2023**

**REINSPECTION  
DATE: 7/5/2023**

Thank you in advance for your compliance. If you have questions, please call 662.587.7632.

Sincerely,

  
LYNDA FORD  
Code Enforcement

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

304.1 GENERAL. THE EXTERIOR OF A STRUCTURE SHALL BE MAINTAINED IN GOOD REPAIR, STRUCTURALLY SOUND AND SANITARY SO AS NOT TO POSE A THREAT TO THE PUBLIC HEALTH, SAFETY OR WELFARE.(SEE CODE BOOK FOR MORE DETAILED INFORMATION.)

**13.5.11 Penalties for Violations:** No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

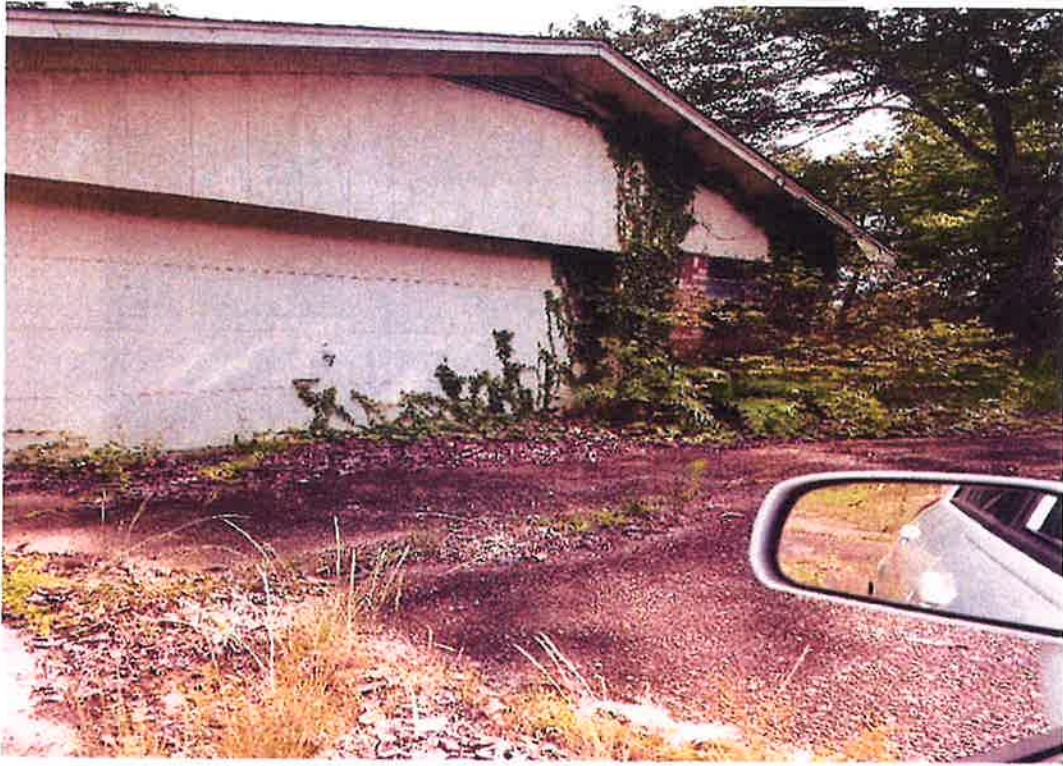


- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

EXHIBITS:











**BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION****ADDRESS: 1518 CENTRAL AVENUE****BASIC INFORMATION**

- ▶ PARCEL: 077Q-36-156-00
- ▶ CASE: 44925
- ▶ WARD: 4
- ▶ TAX VALUE: \$45,680
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

**NEARBY PROPERTIES/ TAXES**

Right side \$27,916  
Left side \$51,200  
Rear \$210,070  
Across street \$24,940

**TAXES/LIENS**

Taxes – Current

No city liens

**VISUAL INDICATORS OF BLIGHT**

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

**CODE ENFORCEMENT HISTORY**

- ▶ PRIOR VIOLATIONS YES
- ▶ CURRENT STATUS –Owners live out of town. This property is a rental with no valid CO
- ▶ Summary of Property: This property was inspected in 2022 and failed a rental inspection. The house was vacated and squatters moved in. There are a large number of cats here.



## HEARING NOTICE

09/06/21

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44925

Vs.

CUMBER & COMPANY, LLC

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

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1518 Central Avenue, PARCEL #077Q-36-156-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/03/2023, at 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
- 5.

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

**WITNESS MY SIGNATURE, THIS THE 6TH DAY OF SEPTEMBER, 2023.**



---

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

08/22/2023

CUMBER & COMPANY LLC  
546 ROCK CREEK ROAD  
BELMONT MS 38827

Re: CASE # 44925  
1518 CENTRAL,  
PARCEL NUMBER: 077Q3615600



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BLDG MAINT	MAINT AND UPKEEP

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING  
DATE IN ORDER TO BE IN COMPLIANCE:**

**REINSPECTION  
DATE: 09.05.2023**

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

*David Shelton* 871-2027  
DAVID SHELTON  
Code Enforcement

Bill Benson  
CLERK

**THIS PROPERTY MUST BE BROUGHT BACK TO CODE STANDARDS OR  
DEMOLISHED. IT IS A SAFETY HAZZARD FOR THE COMMUNITY.**

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

#### 11.6.3(1) Outdoor Storage of Materials

- (a) No storage of any kind shall be permitted on a porch, open carport, or yard, except in an enclosed porch, as defined in Chapter 2 of this Ordinance. No refrigerators or similar appliances, or upholstered furniture, or similar items, may be stored or placed on the porch, unless the porch is enclosed.
- (b) No laundry shall be placed on any fence, porch, or clothesline, except in the rear yard.



11.6.3(6) Building Maintenance: It shall be unlawful and a violation of this code for any person to erect, maintain, use, place, deposit, cause, allow, leave or permit any of the following on any residential property:

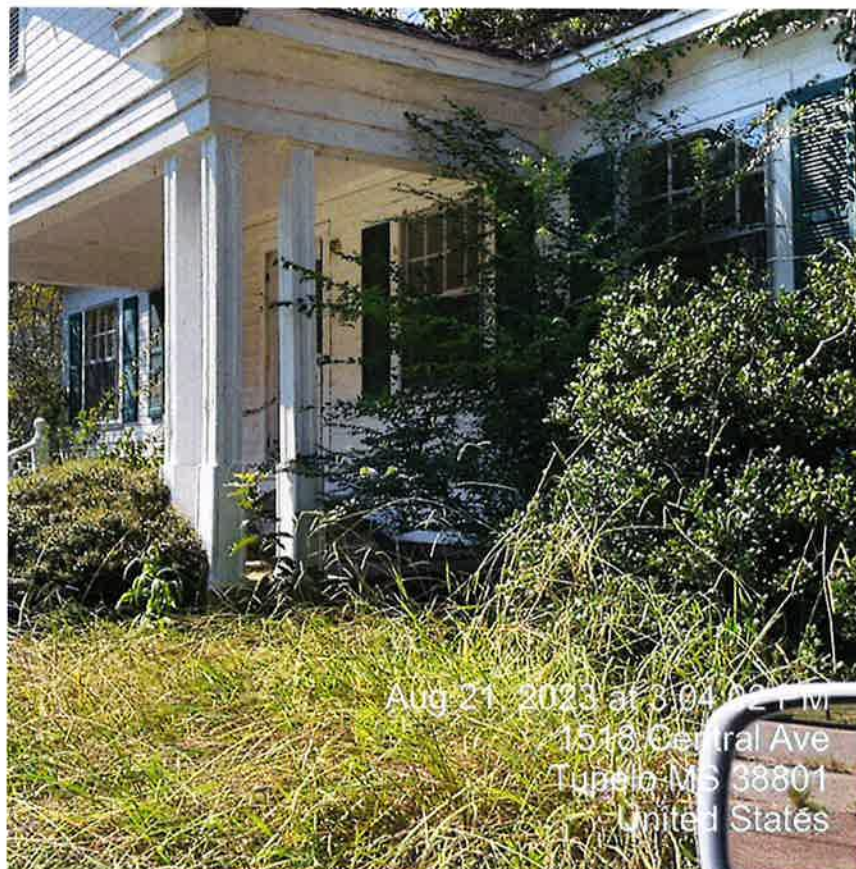
- (a) Any wood surfaces unprotected from the elements by paint or other protective treatment;
- (b) Exterior painted surfaces with loose, cracked, scaling, chipping, or peeling paint, visible from a public area, in such amounts as to present a deteriorated or slum-like appearance;
- (c) Broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance.
- (d) Property owners are responsible for maintenance of property and behavior of tenants in rental property.

**13.5.11 Penalties for Violations:** No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.







**BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION****ADDRESS: 135 WARREN LANE****BASIC INFORMATION**

- ▶ PARCEL: 079V-32-012-00
- ▶ CASE: 44940
- ▶ WARD: 6
- ▶ TAX VALUE: \$2,860
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

**NEARBY PROPERTIES/ TAXES**

Right side	\$76,320
Left side	\$28,640
Rear	Vacant
Across street	Vacant

**TAXES/LIENS**

Taxes – Current

No city liens

**VISUAL INDICATORS OF BLIGHT**

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - NO

**CODE ENFORCEMENT HISTORY**

- ▶ PRIOR VIOLATIONS None
- ▶ CURRENT STATUS – The owner has passed and the estate appears to be in the care of her daughter.
- ▶ This property contains a single wide mobile home and a junk vehicle. This property is non-conforming.





## HEARING NOTICE

09/06/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44940

Vs.

**BARBARA ANN RIGGS ESTATE, CHANDRA RIGGS TREXLER  
AND ANY PERSON OR ENTITY HAVING LEGAL OR EQUITABLE  
INTEREST IN 135 WARREN LANE**

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

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

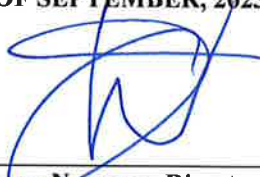
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **135 WARREN LANE, PARCEL #079V-32-012-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/03/2023, at 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

**WITNESS MY SIGNATURE, THIS THE 6TH DAY OF SEPTEMBER, 2023.**



---

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

08/23/2023

RIGGS BARBARA ANN ESTATE  
135 WARREN LN  
TUPELO, MS 38801

Re: CASE # 44940  
135 WARREN LN,  
PARCEL NUMBER: 079V3201200



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
JUNK & ABANDONED VEHICLES	"JUNK" VEHICLE REQUIRES RELOCATION.
OPEN/OUTDOOR STORAGE & LITTER	OUTDOOR STORAGE PROHIBITED ON PORCH.
DEMOLITION	SEE ATTACHED ORDINANCE

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING  
DATE IN ORDER TO BE IN COMPLIANCE:**

09/06/2023

**REINSPECTION  
DATE:**

09/06/2023

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

*Troy Peck* 512d 662-687-2815

TROY PECK  
Code Enforcement

**IPMC SEC 110 - DEMOLITION (110.1-110.4)**

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

**PROPERTY MAINTENANCE - JUNK VEHICLES**

11.6.3(7) Junk Vehicles: Junk vehicles are prohibited from being located within the city except within completely enclosed buildings or garages or at vehicle salvage yards, vehicle repair shops and wrecker services complying with the terms of this ordinance. Within a residential zoning district no more than one (1) junk vehicle may be stored behind opaque fencing or landscaping. This required screening shall completely block the view of the vehicle from all surrounding property.

**RESIDENTIAL OUTDOOR STORAGE**

7.7.8 OUTDOOR STORAGE: Outdoor storage is a permitted use for both residential and non-residential uses, subject to the following restrictions:

(a) Residential outdoor storage may consist of typical outdoor or yard furniture and equipment. Residential outdoor storage of household appliances, discarded or indoor furniture, household wares, boxes, building materials, garbage, junk, commercial lawn maintenance equipment, or automobile parts shall be prohibited on any property with a primarily residential use because such storage may increase the likelihood of a fire, conceal dangerous conditions, be a breeding place or habitat for mosquitoes, mice, rats, or other pests, or may create an unattractive condition or visually blighted property. A dwelling unit with an attached carport may store lawn maintenance equipment for personal use in the carport. Residences are permitted temporary outdoor storage of material for garbage pick-up for up to thirty-six (36) hours at or near the front curb.

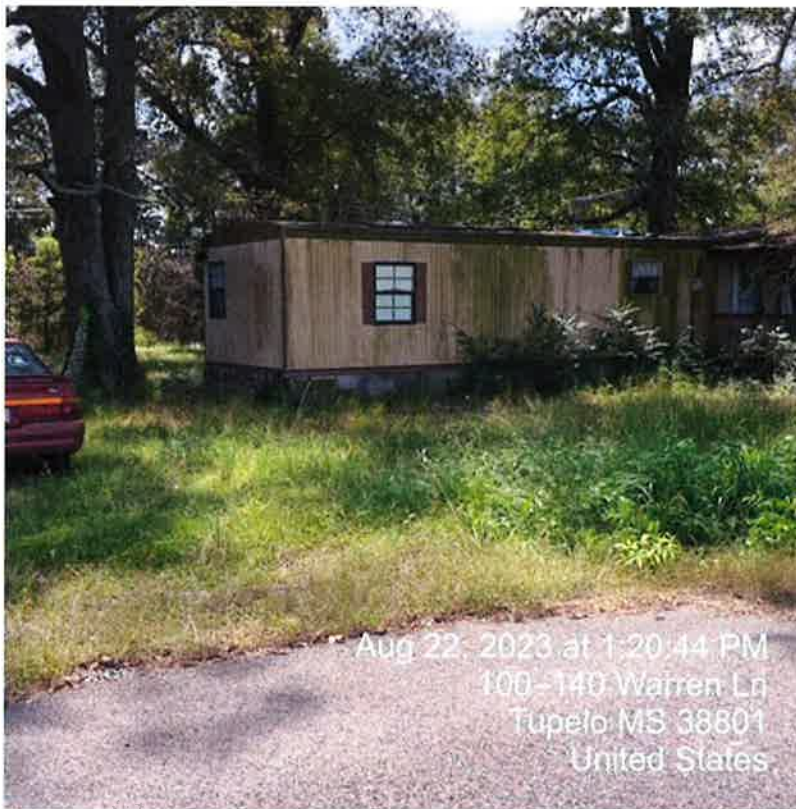
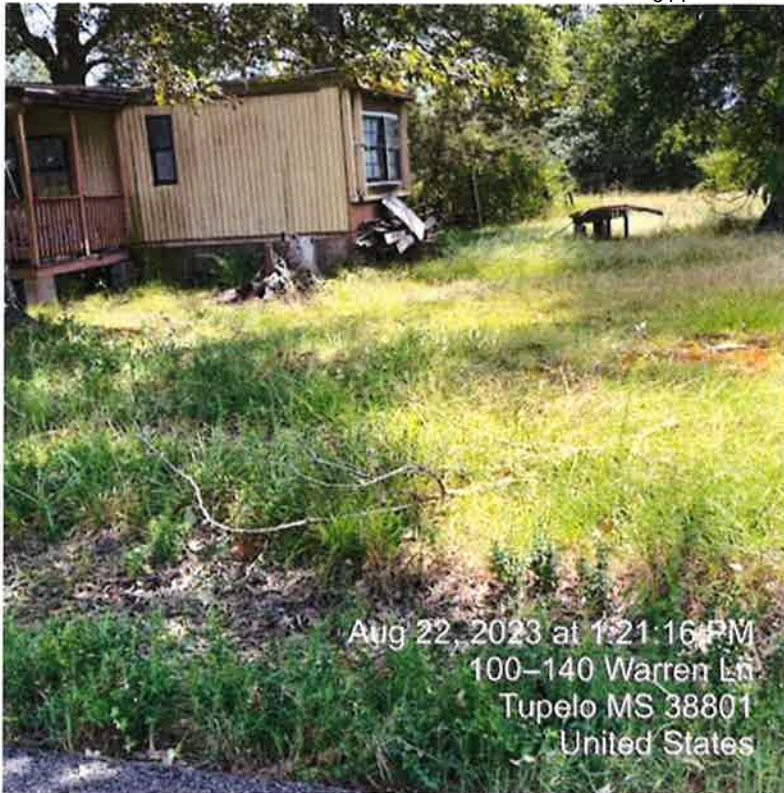
**13.5.11 Penalties for Violations:** No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.









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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 44944**

**LLOYD FAULKNER**

**OWNER**

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

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

Property Owner: LLOYD FAULKNER  
Address of Owner: P.O. BOX 100  
HOUSTON, MS 38851  
Parcel Number: 088N-33-047-00  
Address of Violation: 335 CANAL STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

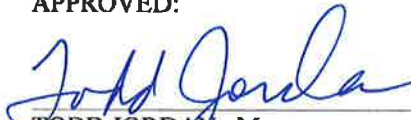
## CITY OF TUPELO, MISSISSIPPI

BY:   
TRAVIS BEARD, Council President

## ATTEST:

  
MISSY SHELTON, Clerk of the Council

## APPROVED:

  
TODD JORDAN, Mayor  
10-3-2023  
Date



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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 44947**

**COLLEEN M. WENSLEY**

**OWNER**

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

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

Property Owner: COLLEEN M. WENSLEY  
Address of Owner: P.O. BOX 6474  
CONCORD, CA 94524-1474  
Parcel Number: 088N-33-057-00  
Address of Violation: 151 CANAL STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

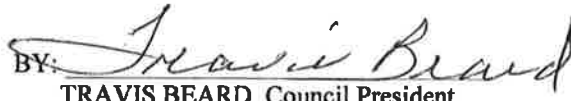
5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

## CITY OF TUPELO, MISSISSIPPI

BY:   
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

10-3-23  
Date

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 44976**

**GALE CONSTRUCTION, LLC**

**OWNER**

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

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

Property Owner: GALE CONSTRUCTION, LLC

Address of Owner: 124 DRIVE 204  
GUNTOWN, MS 38849

Parcel Number: 089F-30-033-00

Address of Violation: 431 TOLBERT STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

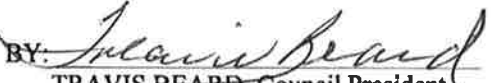
5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.


CITY OF TUPELO, MISSISSIPPI

BY:   
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor  
10-3-23  
Date

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 44977**

**EMMA JANE CLARK**

**OWNER**

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

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

Property Owner: EMMA JANE CLARK  
Address of Owner: 1261 NORTH GREEN STREET  
TUPELO, MS 38804  
Parcel Number: 089B-30-039-00  
Address of Violation: 1261 NORTH GREEN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

## CITY OF TUPELO, MISSISSIPPI

BY:   
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

10-3-23  
Date

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 45014**

**JACOBSEN, LLC**

**OWNER**

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

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

Property Owner: JACOBSEN, LLC

Address of Owner: 111 MAXWELL LANE  
COLUMBUS, MS 39702

Parcel Number: 101M-12-175-00

Address of Violation: 1197 SOUTH GLOSTER STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

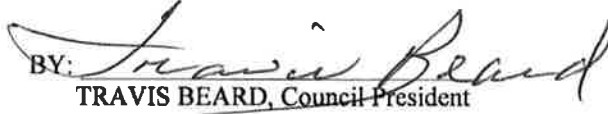
5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

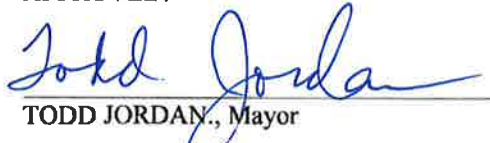
## CITY OF TUPELO, MISSISSIPPI

BY:   
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN., Mayor  
10-3-23  
Date



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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 45026**

**HATCHWAY PROPERTIES, LLC**

**OWNER**

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

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

Property Owner: HATCHWAY PROPERTIES, LLC  
Address of Owner: 3100 OLD CANTON ROAD, STE 200  
JACKSON, MS 39216  
Parcel Number: 113J-07-022-00  
Address of Violation: 1103 CHICKASAW TRAIL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

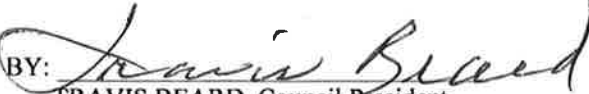
5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

## CITY OF TUPELO, MISSISSIPPI

BY:   
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

10-3-23  
Date

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 45039**

**TTLBL, LLC**

**OWNER**

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

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

Property Owner: TTLBL, LLC  
Address of Owner: 4747 EXECUTIVE DRIVE  
SAN DIEGO, CA 92121  
Parcel Number: 077P-35-006-00  
Address of Violation: 2411 DANNY STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.


5. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk. If unpaid, the lien shall be turned over to the tax collector of the municipality on the 30<sup>th</sup> day of September, 2024, who shall proceed place on the tax roll and to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.


## CITY OF TUPELO, MISSISSIPPI

BY:   
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

10-3-23  
Date

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE: 12530**

**STEPHANIE DAVIDSON**

**OWNER**

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

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

Property Owner: STEPHANIE DAVIDSON

Address of Owner: 1100 CHAPMAN DRIVE  
TUPELO, MS 38804

Parcel Number: 077M-36-057-01

Address of Violation: 1100 CHAPMAN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2015** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of demolition to be **\$2,522.73**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY:   
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

10-3-23  
Date



## Tupelo Major Thoroughfare Program Minutes

**Date:** 7/10/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:20 PM

**ROLL CALL:** Brent Spears

### In Attendance

#### MAJOR THOROUGHFARE MEMBERS PRESENT:

Robin Haire	Jon Milstead	Drew Robertson	Bill Cleveland	Stuart Johnson	Greg Pirkle
Danny Riley	Ernie Joyner	Charlotte Loden	C W Jackson	Ted Roach	Dan Rupert

Raphael Henry (Zoom)

#### MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

George Jones Terry Bullard

#### OTHERS PRESENT:

Brent Spears	Haley Dean	Kim Hanna	Don Lewis	Janet Gaston	John White
Dennis Bonds	Tyler Hathcock	Scott Costello	Buddy Palmer	Johnny Timmons	

### Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the June 12, 2023 Major Thoroughfare Program regular meeting. C W Jackson made a motion to accept the minutes. Danny Riley seconded the motion.

Minutes were approved unanimously by Committee.

### Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending June 30, 2023. Beginning Cash Balance was \$7,563,957. Total Revenue from Interest Earned was \$21,153. Total Expenditures for May was \$703,521. Payments included \$12,675 for Personnel Cost, \$4,026 for Maintenance Cost and \$569,936 for Veterans – Reese to Hamm St. Ending Cash Balance for Phase VII is \$6,972,001.

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## Current Projects

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Dennis Bonds reviewed updates on the current projects

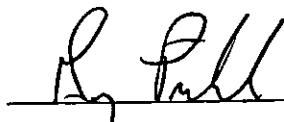
- Maintenance Work – Mill & overlay update
  - Update on Main Street Safety Improvements Project Will handle in house, start working soon on bulb outs along Main Street
  - Eason Blvd (Veterans to Briar Ridge) – currently working on finish milling and and paving. If weather cooperates, will finish paving this week. Rest of work will be behind curb to finish job.
  - Veterans (Main to Hamm) – All the lane widening has been completed to the top of base pavement. Aquatic Center has major event on 7/24-7/29. Contractor will resume after that to finish job.
- 

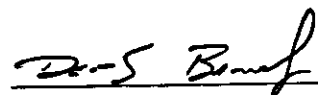
## Open Discussion

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1. Buddy Palmer spoke as an advocate of the Veterans project expressing his thoughts of the importance of the Veterans (N. Hamm to I-22) project.
2. Greg Pirkle opened a discussion with the next project the committee recommended to the council was Jackson Street (Madison to Front). He asked about what to about the underground utilities?
3. Johnny Timmons said the estimate was about \$5.9 million.
4. Greg Pirkle asked if there was a way to competitively get for less than 5.9 million?
5. After discussion from the committee Dan Rupert made a motion to move forward with the bids to get an alternate on the paving and underground utilities.
6. Bill Cleveland seconded the motion. All were in favor for the vote.
7. Committee members discussed the Veterans (N. Hamm to I-22) project.
8. Dan Rupert made a motion to have the engineering done.
9. Danny Riley seconded the motion. All members were in favor for the vote.

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

  
Chairman Greg Pirkle

  
Recorded by Brent Spears  
Submitted by Stephen Reed





## Tupelo Major Thoroughfare Program Minutes

**Date:** 8/14/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:20 PM

**ROLL CALL:** Brent Spears

### In Attendance

#### MAJOR THOROUGHFARE MEMBERS PRESENT:

Robin Haire	Jon Milstead	Drew Robertson	Bill Cleveland	Stuart Johnson	Greg Pirkle
Danny Riley	Ernie Joyner	Charlotte Loden	C W Jackson	Ted Roach	Dan Rupert
Raphael Henry	Terry Bullard	George Jones			

#### MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Raphael Henry	Ted Roach
Charlotte Loden	Drew Robertson

#### OTHERS PRESENT:

Brent Spears	Haley Dean	Kim Hanna	John White	Dennis Bonds
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### Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the July 10, 2023 Major Thoroughfare Program regular meeting. Ernie Joyner made a motion to accept the minutes. Dan Rupert seconded the motion.

Minutes were approved unanimously by Committee.

### Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending July 31, 2023. Beginning Cash Balance was \$6,972,001. Total Revenue from Interest Earned was \$21,944. Total Expenditures for May was \$1,112,873. Payments included \$8,642 for Personnel Cost, \$51,146 for Maintenance Cost and \$1,053,085 for Eason – Veterans to Briar Ridge. Ending Cash Balance for Phase VII is \$5,987,079.

## Current Projects

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Dennis Bonds reviewed updates on the current projects

- Maintenance Work – Mill & overlay update
  - Update on Main Street Safety Improvements Project Will handle in house, start working soon on bulb outs along Main Street
  - Eason Blvd (Veterans to Briar Ridge) – currently working on finish milling and and paving. If weather cooperates, will finish paving this week. Rest of work will be behind curb to finish job.
  - Veterans (Main to Hamm) – All the lane widening has been completed to the top of base pavement. Aquatic Center has major event on 7/24-7/29. Contractor will resume after that to finish job.
- 

## Open Discussion

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1. Dennis Bonds began the project update and asked Chuck Williams to give an update on the mill and overlay.

Chuck Williams gave update on completed projects as well as ongoing projects.

2. Dennis Bonds updated the Jackson Street project (Madison to Front). We have held meeting about underground utilities with the contractors and engineers. We ask them to get back with us on what the needed not what they wanted trying to be as cost effective as possible. Engineer said when that was done give them a couple of weeks to pull that together.
3. Dennis Bonds talked about the ride quality issues on the Eason Boulevard project. The contractor elected to do his own paving on the job. A profilometer was used to test and it did not meet the specifications.

John White stated that the first directive they gave them was since it didn't meet specification the first option would have to mill it all up and try again, which would be very expensive. The contractor asked if they could try diamond grinding to see if they could get it within the specs.

There was lots of discussion and questions such as What caused the problem? Would this effect the lifespan of the road? And could they overlay the project?

4. Dennis Bonds gave an update on the Veterans Boulevard project. The contractor is back on the job forming sidewalk. He said with contractor back on the job maybe 2-4 weeks to finish.
5. Dennis Bonds began the discussion of the bridge on Hwy. 6 in front of Steele's dive was posted at 3 tons.

Greg Pirkle What does this mean economically? He also asked if there was a way to reroute traffic?

Stuart John asked Dennis Bonds if he saw this bridge closing before repairs could be made.

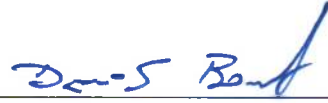
Dennis Bonds responded with there is always that potential but there would be another inspection done soon.

John White stated that on that grading program when it gets to a certain point the only option is closure.

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

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

Chairman Greg Pirkle

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

Recorded by Brent Spears

Submitted by Dennis Bonds



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Chief

**DATE** September 28, 2023

**SUBJECT:** IN THE MATTER OF REJECTING REVERSE BID #2023-045PD JQ

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**Request:**

Please accept this letter of request to reject Bid #2023-045PD. There were 2 unpriced submissions for the Robot. Neither submission met the required specifications. Due to the unpriced submissions, the Reverse Bid Process will need to be resubmitted in order to solicit additional vendors to participate.

**Addendum to Fugitive Task Force Memorandum of Understanding**  
**RE: Body-Worn Camera Use by Task Force Officers**

This Addendum supplements the current Memorandum of Understanding (MOU) between the United States Marshals Service (USMS) and the

Tupelo Police Department

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*(Hereinafter referred to as “Partner Agency” or “TFO parent agency”)*

Pursuant to the “U.S. Marshals – Body Worn Camera Interim Policy,” dated May 17, 2022, and any successor USMS Body Worn Camera Policy Directive (hereinafter referred to as “USMS Policy”), the above-named Partner Agency has advised the USMS that it will require its Specially Deputized Task Force Officers (TFO) assigned to the USMS Task Force to use body worn cameras (BWCs). This Addendum governs that use.

The parties hereby agree to the following:

- I. The Partner Agency and their TFOs will be advised of and adhere to the USMS Policy, USMS’s Standard Operating Procedures for Body-Worn Camera Program for Task Force Officers, and other applicable federal and USMS policies, procedures, regulations, and laws.
- II. The Partner Agency confirms that within thirty (30) days of execution of this agreement, it will complete the Partner Agency BWC Checklist and provide to the USMS details regarding the BWC system and cameras, including the details of any system protections, and any state or local policies or laws applicable to the TFOs’ use of BWCs, including any retention policies, and training and access procedures.
- III. TFOs will follow the provisions set forth in this agreement for use of BWCs. Absent an express conflict with state law or partner agency policy, the provisions in this agreement control TFO use of parent-agency issued BWCs on USMS task force operations.
- IV. Use of BWCs During USMS Task Force Operations:
  - A. TFOs may use **only** Partner Agency-issued and Partner Agency-owned BWCs.
  - B. TFOs will be allowed to wear and activate their BWCs for the purposes of recording their actions during USMS Task Force operations only during:
    1. A planned attempt to serve an arrest warrant or other planned arrest; or,
    2. The execution of a search warrant.

- a. For the execution of a search warrant, BWCs should not be used for searches of property lawfully in government custody or control, or a search to obtain digital or electronic records executed by a third party, such as an electronic service provider or custodian of electronic records.
- C. TFOs are authorized to activate their BWCs upon approaching a subject or premises and must deactivate their BWCs when the scene is secured as determined by the USMS Task Force Supervisor or Team Leader on the scene.
  1. For purposes of this agreement, the term “secured” means the scene is safe and under law enforcement control.
  2. In the event circumstances arise requiring additional law enforcement assistance to secure the scene, the TFO will end BWC recording when relieved from the scene by another law enforcement officer.
- D. Unless parent agency BWC policy and/or state law conflicts, TFOs are authorized to wear and activate recording equipment, in accordance with USMS Policy, anywhere they are authorized to operate under the scope of their USMS TFO deputization (to include on enforcement actions crossing jurisdictional boundaries). Where parent agency BWC policy and/or state law conflicts with the USMS activation and deactivation parameters, TFO’s will follow the provisions in Appendix A that identify how to properly mark sections of a recording to ensure that the USMS task force operation captured on footage is easily identifiable. This will prevent the ingestion of non-task force related footage into the USMS video retention solution and allow USMS to promptly respond to requests for BWC footage.
- E. In the event a TFOs’ BWC is not working or is inoperable due to a technical problem or cannot be used due to physical damage, the TFO may participate in the operation without using a BWC if that continued participation is consistent with the Partner Agency policy.
- F. Even when BWC use would be permissible in the circumstances set forth in Section IV, subsection B, above, TFOs are prohibited from recording:
  1. Undercover or covert personnel and locations;
  2. Confidential informants or confidential sources;
  3. On-scene witness interviews prior to or after the operation; or
  4. Actions by any non-law enforcement persons at the scene who are assisting law enforcement personnel prior to or after the operation.
- G. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, TFOs are prohibited from activating their BWC if, as determined by the USMS, the TFO is:

1. Using specialized or sensitive investigative techniques;
2. Operating as part of a highly specialized or sensitive operation or group;
3. Operating in a sensitive area; or
4. Working in an undercover or covert status on behalf of the USMS Task Force or the USMS itself

H. Even when BWC use would be permissible in the circumstances set forth above in Section IV, subsection B, subject to the discretion of the USMS, TFOs generally shall not use BWCs to record any activities related to investigations involving:

1. Public Corruption;
2. Medical Facilities;
3. National Security (including international and domestic terrorism investigations or cases involving classified information); or
4. Other sensitive investigations as determined by the USMS.

V. Partner Agency Internal Controls:

- A. For purposes of this agreement, the term “TFO BWC recordings” refers to audio and video recording(s), and associated metadata, from TFO BWCs made while the TFO is working under federal authority, including when executing state and local warrants adopted by the USMS.
- B. The Partner Agency will provide and maintain central points-of-contact (POC), at a minimum two POCs, a primary and secondary, for the USMS on BWC matters. The Partner Agency will notify the USMS of any change to the POCs.
- C. The Partner Agency will notify the USMS of any change in state or local law or policy that will modify how TFOs must use BWCs and handle recordings.
- D. The Partner Agency will notify the USMS prior to making any change in agency policy that will affect the MOU Addendum or the storage, transfer, or redaction of TFO BWC recordings.
- E. The Partner Agency will provide specifications to USMS personnel on the BWC capabilities and operation.
- F. If applicable, the Partner Agency will restrict access to any TFO BWC GPS and/or livestream capability as required by the USMS.

VI. Handling of TFO BWC Recordings Made During USMS Task Force Operations:

- A. After a Task Force Operation, the TFO will upload any BWC footage into the Partner Agency’s video retention system (VRS) and share a copy of that footage



with the USMS. All copies of TFO BWC recordings made during federal Task Force Operations and shared with the USMS via the USMS VRS shall be deemed federal records of the DOJ/USMS pursuant to the Presidential and Federal Records Act Amendments of 2014 (Pub. L. No. 113-187, enacted November 26, 2014), and subject to federal disclosure rules and regulations, including the Freedom of Information Act (FOIA, 5 U.S.C. § 552) and Privacy Act of 1974. The original footage that remains in the custody of the Partner Agency shall not be disseminated by the TFO or TFO Partner Agency without advance written notification to the USMS of the intention to do so as soon as practicable

- B. The Partner Agency will provide full, unredacted, duplicate copies of TFO BWC recordings to the USMS for all activations that record data of USMS Task Force- related Operations. The existence of TFO BWC recordings relating to a USMS Task Force Operation must be recorded in the USMS authorized record system. Additionally, an unredacted copy of any recording to be released by the TFO Partner Agency shall be provided to the USMS prior to said release.
- C. The Partner Agency is authorized to use the original TFO BWC recordings for internal review of its personnel consistent with the Partner Agency's policies and procedures but may not disseminate the BWC recording outside the Partner Agency or publicly release the footage without advance written notification to the USMS. The Partner Agency's original TFO BWC recording is subject to the relevant state open records laws and state retention requirements.
- D. The Partner Agency will notify the USMS immediately of any unauthorized access to TFO BWC recordings discovered by the Partner Agency. The Partner Agency will cooperate fully with the USMS in the investigation of any unauthorized access to or disclosure of TFO BWC recordings, including providing the USMS with the name(s) of any Partner Agency personnel determined by the Partner Agency to be involved in unauthorized access, copying, or disclosure.
- E. In all circumstances, TFO BWC recordings shall be treated as law enforcement sensitive information. The premature disclosure of these recordings could reasonably be expected to interfere with enforcement proceedings. TFO BWC recordings may be potential evidence in a federal investigation subject to applicable federal laws, rules, and policy concerning disclosure or dissemination and therefore are deemed privileged, absent appropriate redaction prior to disclosure or dissemination. Further, BWC recordings may be entirely exempt from public release or other disclosure or dissemination under applicable federal and state laws, rules, and policy.
- F. If a TFO BWC recording involves a "reportable incident," as defined below, or involves another time-sensitive or urgent situation, the Partner Agency will provide the USMS access to copies on an expedited basis, including during non-business

hours.

1. For purposes of this provision, “reportable incident” means:
  - a. shooting incident;
  - b. any incident which involves serious bodily injury, death, or where any enforcement action by USMS personnel resulted in the use of force or deadly force;
  - c. physical assault or attempted physical assault on a Law Enforcement Officer; and
  - d. intentional damage to any facility, conveyance, or other property owned by USMS.
  
- G. The Partner Agency will provide witnesses, as needed, to authenticate TFO recordings in litigation.
  
- H. The Partner Agency will inform the USMS of the length of time TFO BWC recordings will be retained by the Partner Agency before deletion.
  
- I. The Partner Agency will notify the USMS in writing as soon as possible regarding any request or demand for release or disclosure of TFO BWC recordings. In all circumstances, TFO BWC recordings may only be disseminated in accordance with the requirements contained within this MOU addendum.
  
- J. Expedited Public Release: If TFO BWC recording(s) depict conduct committed solely by a TFO resulting in serious bodily injury or death of another, the TFOs’ Partner Agency shall notify the USMS as early as possible if it desires to publicly release the recording(s). Following the notification, the TFO’s Partner Agency may immediately release the recording(s) with any redactions as appropriate, giving as much advance notice as possible to the USMS as to the time and manner of its release. The USMS will expeditiously review the recording(s) as soon as practical.
  1. The notification to the USMS shall be made to the local United States Marshal or the Regional Fugitive Task Force (RFTF) Commander which supervises the Task Force on which the TFO serves. Additionally, those personnel will notify the Assistant Director (AD) of the USMS Investigative Operations Division (IOD). The local U.S. Marshal and/or RFTF Commander and AD, IOD will provide further notifications within the USMS as appropriate.
  
- K. An USMS enforcement action or incident may require additional support from law enforcement officers with the Partner Agency. In the event those assisting law enforcement officers have BWCs, any captured video from

those cameras will be made available by the Partner Agency to the USMS upon request.

- VII. The USMS will ensure that all USMS Task Force partner agencies are informed of which other partner agencies, if any, mandate BWC use by their respective TFOs and are authorized to have their TFOs wear BWCs on the USMS Task Force.
- VIII. If the Partner Agency fails to comply with any part of this Addendum, the relationship established under the Task Force Memorandum of Understanding may be immediately terminated.

*\*Digital signatures are preferred\**

**PARTNER AGENCY:**

Name: Tupelo Police Department

Phone: (662)841-6491

Location (City and State): Tupelo Mississippi

**PARTNER AGENCY REPRESENTATIVE:**

Print Name and Title: Chief of Police John Quaka

Signature: John Quaka Date: 10/05/2023

**ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:**

Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:**

Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ADDITIONAL SIGNATURE (OTHER EXTERNAL REPRESENTATIVE) – OPTIONAL:**

Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**UNITED STATES MARSHAL:**

Print Name and Title: Danny McKittrick

District: N/MS

Signature: DR McKittrick Date: 10/10/2023

*Note: Signed Addendum MUST be submitted to the Investigative Operations Division with other required documentation to obtain authorization for participation in the TFO BWC Program prior to TFOs deploying with BWCs on USMS operations. The executed Addendum should be retained locally with the executed USMS Fugitive Task Force MOU.*

**CONTRACT CHANGE ORDER**DATE: 9/18/23CHANGE ORDER NO. 1CONTRACT FOR: Van Buren Ave. Drainage ImprovementsPROJECT NO.: Project No. 2023-032PWOWNER: City of Tupelo, MSCONTRACTOR: Townes Contruction Company, Inc.

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

DESCRIPTION OF CHANGES							ORIG. Contract Price Per Item	Change Order Contract Price Per Item
ITEM	DESCRIPTION	UNIT	ORIG. UNIT PRICE	ORIG. QNTY.	C.O. UNIT PRICE	C.O. QNTY.		
12	Removal of 48" CMP	LF	\$15.00	602	\$15.00	538	\$9,030.00	\$8,070.00
21	58" x 36" RCAP	LF	\$244.00	612	\$244.00	370	\$149,328.00	\$90,280.00
22	58" x 36" RCAP Flared End Section	LF	\$2,500.00	1	\$2,500.00	0	\$2,500.00	\$0.00
24	R.C. Curb Inlet	EA	\$8,250.00	5	\$5,930.00	5	\$41,250.00	\$29,650.00
33	Temporary Fencing	LS	\$3,500.00	1	\$3,500.00	0	\$3,500.00	\$0.00
34	36" x 23" RCP	LF	\$0.00	0	\$126.00	470	\$0.00	\$59,220.00
35	R.C. Junction Box w Manhole Lid	EA	\$0.00	0	\$5,444.00	2	\$0.00	\$10,888.00
34	Flowable Fill	CY	\$0.00	0	\$250.00	30	\$0.00	\$7,500.00
TOTALS							\$205,608.00	\$205,608.00
NET CHANGE IN CONTRACT PRICE							\$0.00	

JUSTIFICATION FOR CHANGES: This change order is necessary to revise original contract quantities and add new pay items as necessary to address drainage system revisions made necessary to provide pipes, inlets and related infrastrucutre to better meet existing field conditions.

Original Contract Price: \$ 373,513.00  
 Previous Change Order(s) Amount: \$ -  
 The amount of the Contract will be INCREASED by the Sum Of: Dollars \$ -  
 The Contract Total Including this and previous Change Orders Will Be: Dollars \$ 373,513.00  
 The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): 0 Days.

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

Accepted



(Owner)

(Owner)

(Date)

Recommended



(Owner's Architect/Engineer)

09/19/2023

(Date)

Accepted

 Townes Construction Co. Inc.

(Contractor)

(Contractor)

9-19-2023

(Date)

**CONTRACT**

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and JAMES A. HODGES CONSTRUCTION, INC. doing business as ~~(an Individual), (a Partnership), (a Limited Liability Company), or~~ (a Corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of "**ENDVILLE ROAD WIDENING/SAFETY IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **90** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 1,202,489.20 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. This Agreement
  - B. Instruction to Bidders
  - C. General Conditions of Work dated MARCH 1, 2023
  - D. Signed Copy of Proposal Form and Bidder's Certificate
  - E. Executed Non-Collusion Form and Compliance Statements
  - F. Executed Bid Bond
  - G. Contract
  - H. Executed Performance and Payment Bond
  - I. NSPE General Conditions
  - J. Special Contract Provisions
  - K. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **JULY 2023**.
  - L. ADDENDA:
    - No. \_\_\_\_\_ Dated \_\_\_\_\_
    - No. \_\_\_\_\_ Dated \_\_\_\_\_
    - No. \_\_\_\_\_ Dated \_\_\_\_\_
    - No. \_\_\_\_\_ Dated \_\_\_\_\_
  - M. All federal government conditions, specifications, regulations and requirements bound herein.



6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
  - A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
  - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
  - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is the "Mandatory Addendum to All City of Tupelo Contracts" (3 pages) dated October 28, 2022. The attached addendum shall be signed by the Contractor and executed by the City.

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

(\$1,202,489.20 ) one million, two hundred two thousand, four hundred eighty nine dollars and twenty cents.  
(not less than one hundred percent of Contract amount)

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

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

**CITY OF TUPELO / OWNER**

BY: Todd Jordan

NAME: Todd Jordan

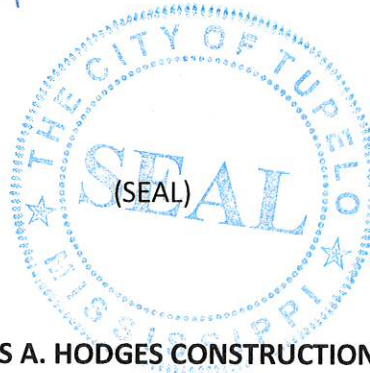
TITLE: Mayor

ATTEST:

BY: Kim Hanna

NAME: Kim Hanna

TITLE: City Clerk



**JAMES A. HODGES CONSTRUCTION, INC.**

BY: James A. Hodges

NAME: James A. Hodges

TITLE: President

ATTEST:

BY: Robin Rodgers

NAME: Robin Rodgers

TITLE: Secretary

(SEAL)



**END OF SECTION  
APPENDIX Q**

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

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

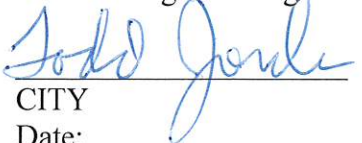
1. TUPELO does not indemnify or hold harmless any party.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.  
Miss. Const. Art. 4, § 100; Miss AG Op.; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.  
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11<sup>th</sup>) Amendment immunity.  
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.  
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.  
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.  
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

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

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

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.  
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.  
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.  
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.  
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

  
CITY  
Date: 10-3-2023

  
CONTRACTING PARTY  
Date:

**ORDER****ORDER AWARDING BID # 2023-041PW PACKAGE GENERATOR  
SYSTEM INSTALLATION, LABOR AND MATERIAL FOR  
TUPELO CITY HALL AND AUTHORIZING MAYOR AND CITY  
CLERK TO EXECUTE ANY AND ALL NECESSARY CONTRACT  
DOCUMENTS**

**WHEREAS**, the Tupelo Public Works Department previously advertised and solicited bids for an emergency generator to be installed as a public construction project at City Hall; and

**WHEREAS**, the city received three bids on June 28, 2023, and all three bids exceeded the construction estimate by greater than 10%; and

**WHEREAS**, the city council rejected the bids on July 18, 2023; and

**WHEREAS**, the city advertised and solicited re-bids for the project and received four bids on September 20, 2023; and

**WHEREAS**, specifications included being a franchised distributor of the engine generator manufacturer with service facilities within 35 miles of project site; and

**WHEREAS**, the city specified Onan, Caterpillar, Kohler as indicative of the standard of quality of engine generator intended, although other manufacturers would be acceptable if submitted and approved as equal; and

**WHEREAS**, the lowest bid did not have service facilities within 35 miles of the project site; and

**WHEREAS**, the lowest bid submitted a Generac engine generator, and did not submit this manufacturer for acceptance as an approved equal; and

**WHEREAS**, due to the critical city infrastructure that the generator would serve, the response time, availability and accessibility to warranty and replacement parts, and Kohler being a pre-approved manufacturer in the bid specifications, the project engineer recommended the second lowest bid of Liberty Electric as the *lowest and best* bid.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF THE  
CITY OF TUPELO, MISSISSIPPI**, as follows:

**SECTION 1.** The bid documents, the engineer's recommendation and the prefatory clauses above are incorporated in the findings of the City Council.

**SECTION 2.** The City Council finds that the bid of Liberty Electric is the lowest and best bid due to supplier location providing specified response time for service and repairs and proposal of pre-approved engine generator manufacturer.

**SECTION 3.** The BID # 2023-041PW package generator system installation, labor and material is awarded to Liberty Electric in the amount of \$312,485.00.

**SECTION 4.** The mayor and city clerk are authorized to execute any and all contract documents to effectuate this purchase, subject to subsequent ratification by city council.

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

Councilman Chad Mims	<u>Absent</u>
Councilman Lynn Bryan	<u>Aye</u>
Councilman Travis Beard	<u>Aye</u>
Councilwoman Nettie Davis	<u>Aye</u>
Councilman Buddy Palmer	<u>Aye</u>
Councilwoman Janet Gaston	<u>Aye</u>
Councilwoman Rosie Jones	<u>Aye</u>

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 3rd day of October ~~April~~, 2023.

**CITY OF TUPELO, MISSISSIPPI**

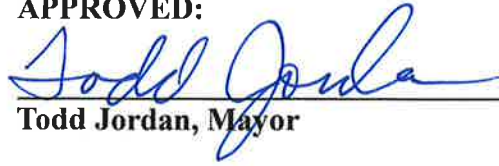
BY: Travis Beard  
Travis Beard, President

**ATTEST:**

Missy Shelton  
Missy Shelton, Clerk of the Council



**APPROVED:**

A handwritten signature in blue ink, appearing to read "Todd Jordan", is written over a horizontal line.

**Todd Jordan, Mayor**

**DATE** 10/4/2023



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, Director of Public Works  
**DATE** September 29, 2023  
**SUBJECT:** IN THE MATTER OF BID APPROVAL 2023-041PW CITY HALL  
GENERATOR LABOR AND MATERIALS - **CW**

---

**Request:**

Request for bid approval Bid No. 2023-041PW City Hall Package Generator System - Labor and Materials – Contract

4 Bidders Responded-

We recommend for Best Bid due to local location of the authorized dealer to have availability and accessibility to warranty and replacement parts and due to pre-approved manufacturer –

**Liberty Electric \$312,485.00**

Other Bidders Pricing -

Energy Systems SE \$249,105.00

Timmons Electric \$395,500.00

JE Stevens \$448,000.00

**Allen&Hoshall**

1661 International Drive, Suite 100  
Memphis, Tennessee 38120  
Office 901.820.0820  
Fax 901.683.1001  
[www.allenhoshall.com](http://www.allenhoshall.com)

September 28, 2023

Mr. Mark Timmons  
City of Tupelo, Mississippi  
Tupelo Public Works  
604 Crossover Road  
Tupelo, MS 38804

**RE: Package Generator System Labor and Materials Contract  
City of Tupelo, Mississippi – City Hall**

Dear Mr. Timmons:

We have evaluated the bids on the above referenced project. After careful consideration and evaluation, we recommend you accept the total lump sum bid price of \$312,485.00 from Liberty Electric for the Tupelo City Hall Package Natural Gas Generator System Labor and Materials Contract. Although this is not the lowest bid, it is the next lowest. Due to the critical City of Tupelo infrastructure that this generator is serving, Liberty Electric is recommended because of the local location of the authorized dealer to have availability and accessibility to warranty and replacement parts, if necessary. Also, Kohler is a pre-approved manufacturer in the bid specifications, whereas, the lowest bid manufacturer is not a pre-approved manufacturer.

The Purchase Order should be sent to:

Liberty Electric  
P.O. Box 293  
Nettleton, MS 38858

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

**Allen & Hoshall**

Russell Scott Burleson, P.E.  
Sr. Vice President



# Minute Entry Sign Up Sheet

Date: 9/20/2023

Time: 10:00

Bid # 2023-041PW

Department: PW

Project: Generator City Hall

Attendance

Company

Ben Loepin

City of Tupelo

Stephen N. Reed

City of Tupelo

Dylan Smith

Energy Systems Southeast

Mike Timmons

Timmons Electric

Mark Timmons

City of Tupelo

Chuck Williams

Public Works

Trac Deland

COT

081423

2023-041PW

# DOCUMENT 00301 PROPOSAL

Date: September 19, 2023To: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated August, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>292,485.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
<b>TOTAL BID PRICE</b>			\$ <u>312,485.00</u>

**DELIVERY:**Delivery Site: Tupelo City HallDelivery Date: 62 Weeks from Award Date*\* request for expedited shipping was denied*

An alternate Delivery Date of N/A is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ N/A is offered.

**GENERAL:**

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.



081423

2023-041PW

5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBERDATEN/AN/A

**DOCUMENT 00420  
BIDDERS QUALIFICATION STATEMENT**

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization Liberty Electric of Nettleton, MS  
 Name of Individual Mitch Sullivan  
 Title Owner  
 Address P.O. Box 293  
Nettleton, MS 38858  
 Telephone 662-315-9057  
 Email Address mitch@libertyelectricms.com

**BUSINESS ORGANIZATION INFORMATION:**

Check one: ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

**If Corporation:**

a. Date and State of Incorporation

2007 MS

b. List of Executive Officers

Name	Title
<u>Mitch Sullivan</u>	<u>Owner</u>
_____	_____
_____	_____

**If Partnership:**

a. Date and State of Organization

\_\_\_\_\_

b. Name of Current General Partners

\_\_\_\_\_

\_\_\_\_\_

c. Type of Partnership:

General      Publicly Traded      Limited      Other (describe):

081423

2023-041PW

**If Joint Venture:**

- a. Date and State of Organization
- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk\*)

**If Sole Proprietorship:**

- a. Date and State of Organization
- b. Name and Address of Owner or Owners

**GENERAL BUSINESS INFORMATION:**

1. Name of Surety Company and name, address, and phone number of agent.

Federated / Granite Re, Inc

2. What is your approximate total bonding capacity?

\$500,000 to \$2,000,000

\$2,000,000 to \$5,000,000

\$5,000,000 to \$10,000,000

\$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in

I.R.C. Sec 1563? Yes

No

If yes, show names and addresses of affiliated companies

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

ISN Certified

CMS Safety Management Program

081423

2023-041PW

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank Cadence Bank  
 Address 219 W Main St  
Nettleton, MS 38858  
 Account Manager Jennifer  
 Telephone 662-963-2347

**GENERAL PROJECT INFORMATION:**

6. Value of Electric Work completed during the last calendar year \$ 4,000,000
7. Value of all Work completed for the last calendar year \$ \_\_\_\_\_
8. Attach a Schedule A listing major Electric projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Work.
9. Attach a Schedule B listing current Electric projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?  
 Yes ☐ No ☒  
 If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?  
 Yes ☐ No ☒
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?  
 Yes ☐ No ☒  
 If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

MS 20736-MC TN 79112 FL EC 13012775

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: Mitchell Sall  
 Title: Owner  
 Dated: 9/19/23

END of DOCUMENT

081423

2023-041PW

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section  
Associated with EXCEPTION

Description of Exception

N/A

N/A

081423

2023-041PW

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Liberty Electric of Nettleton, MS LLC

BY: Mitch Sullivan TITLE: Owner

MAILING ADDRESS: P.O. Box 293 DATE: 9/19/23

Nettleton, MS 38858 TELEPHONE: 662-397-3365

STREET ADDRESS: 119 Metts Rd FAX: \_\_\_\_\_

Nettleton, MS 38858 EMAIL: stephanie@libertyelectricms.com

PRINCIPAL CONTACT: Mitch Sullivan

TELEPHONE: 662-315-9057

EMAIL: mitch@libertyelectricms.com

ALTERNATE CONTACT: Stephanie Hester

TELEPHONE: 662-397-3365

EMAIL: stephanie@libertyelectricms.com

END OF DOCUMENT



## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Liberty Electric of Nettleton MS, LLC,  
119 Metts Road, Nettleton, MS 38858,  
 as principal, hereinafter called the Principal, and **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134**,  
 a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held  
 and firmly bound unto City of Tupelo,  
71 East Troy Street, Tupelo, MS 38804,  
 as Obligee, hereinafter called the Obligee, in the sum of \*\*\*\* Five Percent of Bid Amount (5%) \*\*\*\*  
 for 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

Project: Natural Gas Generator Package System for City Hall, Bid 2023-041PW

Bid Date: 09/20/2023

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee 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 Obligee, 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 Obligee the difference, not to exceed the amount of this Bond, 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. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee 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, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

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 09/20/2023.

Witness



Liberty Electric of Nettleton MS, LLC

Title

(SEAL)

Granite Re, Inc.

Hugh Weeks, Attorney-in-Fact

(SEAL)

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

HUGH WEEKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

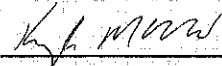
HUGH WEEKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.



  
 Kenneth D. Whittington, President

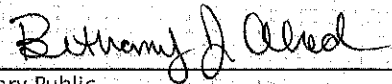
STATE OF OKLAHOMA )  
 ) SS:  
 COUNTY OF OKLAHOMA )

  
 Kyle P. McDonald, Assistant Secretary

On this 17<sup>th</sup> day of August, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.



My Commission Expires:  
 April 21, 2027  
 Commission #: 11003620

  
 Notary Public

**GRANITE RE, INC.**  
 Certificate

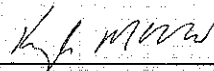
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

20<sup>th</sup> day of September, 2023.



  
 Kyle P. McDonald, Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2023

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM INSURERS AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED 163-899-8 BEASLEY INSULATION INC 1010 TWENTY MILE BOTTOM RD MARIETTA, MS 38856-5940	

## COVERAGES

CERTIFICATE NUMBER: 65

REVISION NUMBER: 0

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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TYPE		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	6068786	07/20/2023	07/20/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6068786	07/20/2023	07/20/2024	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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	6068787	07/20/2023	07/20/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6068789	07/20/2023	07/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

## CERTIFICATE HOLDER

163-899-8  
LIBERTY ELECTRIC  
PO BOX 293  
NETTLETON, MS 38858-0293

65 0

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Nicholas R. Lower*

**ELECTRIC**

P.O. BOX 293

NETTLETON, MS 38858

# Quote

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo  
71 East Troy Street  
Tupelo, Ms 38804

Rep	Project

Description	Total
<p>Tupelo City Hall Natural Gas Generator Package System</p> <p>This is a lock and key quote. It includes all labor, materials &amp; equipment. This does NOT include the natural gas service (ATMOS) to the generator site. This quote does NOT include MS Sales Tax.</p> <p>SCOPE OF WORK: ---Install GENERATOR PACKAGE: 350KW NATURAL GAS EPA CERTIFIED FOR STATIONARY EMERGENCY STANDBY 60HZ, 480 VOLT (WYE), 1800 RPM G21.9L, dG350-2, 350 KW W. FAN- NATURAL GAS UL2200 LISTING IBC SEISMIC FACTORY CERTIFICATION STANDARD ELECTRONIC GOVERNOR PUBLIC OR CIVIL SERVICES ALTERNATOR ANTI-CONDENSATION HEATER 105C TEMP RISE OVER 40C AMBIENT GAS REGULATOR- SHIP LOOSE UL2200 SOUND ATTENUATED LEVEL 1 OUTDOOR ENCLOSURE W/ INTERNAL SILENCER EMCP 4.2B DIGITAL CONTROL PANEL</p>	292,485.00

**Total**

**ELECTRIC**

P.O. BOX 293  
NETTLETON, MS 38858

# Quote

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo  
71 East Troy Street  
Tupelo, Ms 38804

Rep	Project

Description	Total
<p>OVERSIZED WET BATTERY 20A BATTERY CHARGER - INSTALLED OIL TEMP GAUGE AND SENDER VOLT FREE CONTACT BAFFLE KIT Shipped Loose ENCLOSURE SPARE GFCI OUTLET UL, 100% RATED 1ST CIRCUIT BREAKER: 600A LSI UL, 100% RATED 2ND CIRCUIT BREAKER: 450A LSI STD AIR CLEANER AIR FILTER RESTRICT INDICATOR LOCAL ANNUNCIATOR- NFPA99-110/CSA282 NFPA 99/110 REMOTE ANNUNCIATOR W/ MOUNTING BOX FACTORY TEST 0.8PF</p> <p>Liberty Electric will start up &amp; commission - Kohler Tech will be on-site. 5 yr. Warranty 1 yr. Service Plan</p> <p>AUTOMATIC TRANSFER SWITCH: 800 Amp, 3 Pole, Service Entrance Rated, Nema 3r w/ Heater &amp; Thermostat</p> <p>NATURAL GAS INSTALLATION: --The City of Tupelo will provide the natural gas service to the Generator</p>	
<b>Total</b>	


**ELECTRIC**

P.O. BOX 293  
NETTLETON, MS 38858

# Quote

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo  
71 East Troy Street  
Tupelo, Ms 38804

Rep	Project

Description	Total
<p>&amp; Liberty Electric will make up the final terminations.</p> <p>EXECUTION PROCESS:</p> <ul style="list-style-type: none"> <li>- 1) Preliminary excavations will be made to install footers for generator &amp; electrical inground vault. These excavations will be hydro-vac &amp; not mechanically dug. This process will minimize collateral damage to underground services.</li> <li>- 2) Conduit will be installed between transfer switch &amp; generator.</li> <li>- 3) Generator pad will be formed &amp; poured.</li> <li>- 4) Downtime will be scheduled in order to install transfer switch. This work will require 12 hours window to be done. We will be prepared to install on the weekend to minimize disruption in daily operations.</li> <li>- 5) Once generator is delivered onsite, Liberty Electric will unload &amp; set generator unit onto the concrete base.</li> <li>- 6) When generator is set in place, the final electrical &amp; gas terminations will be made.</li> <li>- 7) Start up &amp; commission (This will require a power disruption for only a few minutes).</li> </ul> <p>Generator &amp; Transfer Switch.....\$228,865.00*</p> <p>*50% Deposit of Generator (\$114,332.50) will be required before generator is ordered.</p>	
<b>Total</b>	



**ELECTRIC**

P.O. BOX 293  
NETTLETON, MS 38858

# Quote

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo  
71 East Troy Street  
Tupelo, Ms 38804

Rep	Project

Description	Total
Labor.....\$26,300.00	
Materials.....\$28,720.00	
Equipment Rental.....\$6500.00	
1yr Service Plan.....\$2100.00	
<p>**Delivery Note: There is a 62 Week lead time for the Generator &amp; a 38 Week lead time on the transfer switch.</p> <p>ESTIMATE IS GOOD FOR 30 DAYS FROM DATE OF QUOTE.</p> <p>Thank you for the opportunity.</p>	
	0.00
<b>Total</b>	
	\$292,485.00

## DOCUMENT 00301 PROPOSAL

Date: 6/27/23

To: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated May, 2023 for the following sum:

### BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>229,105</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
<b>TOTAL BID PRICE</b>			\$ <u>249,105</u>

### DELIVERY:

Delivery Site: Tupelo City Hall

Delivery Date: 54 weeks from approval

An alternate Delivery Date of N/A is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ N/A is offered.

### GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.

051923

8542

5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBERDATE

---

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---

---





051923

8542

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Energy Systems Southeast

BY: Dylan Smith

TITLE: Territory Sales Manager

MAILING

ADDRESS: 3235 Veterans Circle

DATE: 6/27/23

Birmingham, AL 35235

TELEPHONE: 205-517-3796

STREET

ADDRESS: Same as Mailing Address

FAX: \_\_\_\_\_

EMAIL: dylan.smith@essellc.com

PRINCIPAL

CONTACT: Alan Friday

TELEPHONE: 205-612-2392

EMAIL: alan.friday@essellc.com

ALTERNATE

CONTACT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

END OF DOCUMENT

**SG350 | 21.9L | 350 kW**  
**INDUSTRIAL SPARK-IGNITED GENERATOR SET**  
 EPA Certified Stationary Emergency and Non-Emergency

**GENERAC®** | **INDUSTRIAL POWER**

**DEMAND RESPONSE READY**

**Standby Power Rating**

350 kW, 438 kVA, 60 Hz

**Demand Response Rating**

350 kW, 438 kVA, 60 Hz

**Prime Power Rating**

315 kW, 394 kVA, 60 Hz

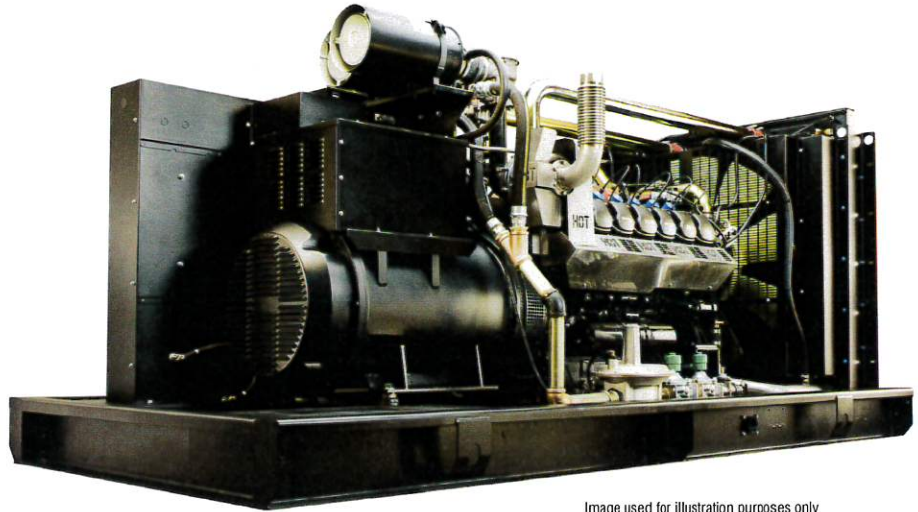


Image used for illustration purposes only

## Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



UL2200, UL6200, UL1236, UL489



CSA C22.2, B149



BS5514 and DIN 6271



SAE J1349



NFPA 37, 70, 99, 110



NEC700, 701, 702, 708



ISO 3046, 7637, 8528, 9001



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



IBC 2009, CBC 2010, IBC 2012,  
 ASCE 7-05, ASCE 7-10,  
 ICC-ES AC-156 (2012)

## Powering Ahead

Generac ensures superior quality by designing and manufacturing most of its generator components, such as alternators, enclosures, control systems and communications software. Generac also makes its own spark-ignited engines, and you'll find them on every Generac gaseous-fueled generator. We engineer and manufacture them from the block up — all at our facilities throughout Wisconsin. Applying natural gas and LP-fueled engines to generators requires advanced engineering expertise to ensure reliability, durability and necessary performance. By designing specifically for these dry, hotter-burning fuels, the engines last longer and require less maintenance. Building our own engines also means we control every step of the supply chain and delivery process, so you benefit from single-source responsibility.

Plus, Generac Industrial Power's distribution network provides all parts and service so you don't have to deal with third-party suppliers. It all leads to a positive owner experience and higher confidence level. Generac spark-ignited engines give you more options in commercial and industrial generator applications as well as extended run time from utility-supplied natural gas.

# SG350 | 21.9L | 350 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

**GENERAC®** | **INDUSTRIAL**  
POWER

### STANDARD FEATURES

### DEMAND RESPONSE READY

#### ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Engine Coolant Heater
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Silencer

#### Fuel System

- NPT Fuel Connection on Frame
- Primary and Secondary Fuel Shutoff

#### Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

#### Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

#### ALTERNATOR SYSTEM

- UL2200 GENprotect™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Permanent Magnet Excitation
- Sealed Bearing
- Amortisseur Winding
- Full Load Capacity Alternator

#### GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby and Demand Response Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Units Only)
- Ready to Accept Full Load in <10 Seconds

#### ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

#### CONTROL SYSTEM



#### Power Zone® Pro Sync Controller

##### Program Functions

- NFPA 110 Level 1 Compliant
- Engine Protective Functions
- Alternator Protective Functions
- Digital Engine Governor Control
- Digital Voltage Regulator
- Multiple Programmable Inputs and Outputs
- Remote Display Capability
- Remote Communication via Modbus® RTU, Modbus TCP/IP, and Ethernet 10/100
- Alarm and Event Logging with Real Time Stamping
- Expandable Analog and Digital Inputs and Outputs

- Remote Wireless Software Update Capable
- Wi-Fi, Bluetooth, BMS and Remote Telemetry
- Built-In Programmable Logic Eliminates the Need for External Controllers Under Most Conditions
- Ethernet Based Communications Between Generators
- Programmable I/O Channel Properties
- Built-In Diagnostics

##### Protections

- Low Oil Pressure
- Low Coolant Level
- High/Low Coolant Temperature
- Sensor Failure
- Oil Temperature
- Over/Under Speed
- Over/Under Voltage
- Over/Under Frequency
- Over/Under Current
- Over Load
- High/Low Battery Voltage
- Battery Charger Current
- Phase to Phase and Phase to Neutral Short Circuits (I<sup>2</sup>T Algorithm)

#### 7 Inch Color Touch Screen Display

- Resistive Color Touch Screen
- Sunlight Readable (1400 NITS)
- Easily Identifiable Icons
- Multi-Lingual
- On Screen Editable Parameters
- Key Function Monitoring
- Three Phase Voltage, Amperage, kW, kVA, and kVAR
- Selectable Line to Line or Line to Neutral Measurements
- Frequency
- Engine Speed
- Engine Coolant Temperature
- Engine Oil Pressure
- Engine Oil Temperature
- Battery Voltage
- Hourmeter
- Warning and Alarm Indication
- Diagnostics
- Maintenance Events/Information



# SG350 | 21.9L | 350 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

**GENERAC** | INDUSTRIAL  
POWER

### CONFIGURABLE OPTIONS

### DEMAND RESPONSE READY

#### ENGINE SYSTEM

- Baseframe Cover/Rodent Guard
- Oil Heater
- Air Filter Restriction Indicator
- Radiator Stone Guard (Open Set Only)
- Level 1 Fan and Belt Guards (Enclosed Units Only)

#### FUEL SYSTEM

- NPT Flexible Fuel Line

#### ELECTRICAL SYSTEM

- 10A UL Listed Battery Charger
- Battery Warmer

#### ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating

#### CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

### ENGINEERED OPTIONS

#### ENGINE SYSTEM

- Coolant Heater Ball Valves
- Fluid Containment Pan

#### CIRCUIT BREAKER OPTIONS

- 3rd Breaker System

#### CONTROL SYSTEM

- Battery Disconnect Switch

#### GENERATOR SET

- Demand Response Rating
- Extended Factory Testing (3-Phase Only)
- 12 Position Load Center

#### ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuation
- Level 2 Sound Attenuation
- Level 2 Sound Attenuation with Motorized Dampers
- Level 3 Sound Attenuation (Steel Only)
- Steel Enclosure
- Aluminum Enclosure
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- AC/DC Enclosure Lighting Kit
- Enclosure Heaters (Motorized Dampers Only)
- Door Open Alarm Switch

#### CONTROL SYSTEM

- NFPA 110 Compliant 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Oil Temperature Sender with Indication Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- 10A Engine Run Relay
- Ground Fault Annunciator
- 100 dB Alarm Horn
- 120V GFCI and 240V Outlets
- Damper Alarm (Motorized Dampers Only)

#### WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

# SG350 | 21.9L | 350 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

**GENERAC** | **INDUSTRIAL**  
POWER

### APPLICATION AND ENGINEERING DATA

### DEMAND RESPONSE READY

#### ENGINE SPECIFICATIONS

##### General

Make	Generac
Cylinder #	12
Type	V12
Displacement - in <sup>3</sup> (L)	1,336.4 (21.9)
Bore - in (mm)	5.03 (128)
Stroke - in (mm)	5.60 (142)
Compression Ratio	10.0:1
Intake Air Method	Turbocharged/Aftercooled
Number of Main Bearings	7
Connecting Rods	Steel Alloy
Cylinder Head	Cast Iron
Cylinder Liners	Cast Steel Alloy
Ignition	Electronic
Piston Type	Cast Aluminum Alloy
Crankshaft Type	Forged Steel Alloy
Lifter Type	Solid
Intake Valve Material	High Temp Steel Alloy
Exhaust Valve Material	High Temp Steel Alloy
Hardened Valve Seats	Proprietary Alloy

##### Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±0.25%

##### Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full-Flow Spin-On Cartridge
Crankcase Capacity - qt (L)	31.7 (30)

##### Cooling System

Cooling System Type	Pressurized Closed Recovery
Fan Type	Pusher
Fan Speed - RPM	1,404
Fan Diameter - in (mm)	44 (1,118)

##### Fuel System

Fuel Type	Natural Gas
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure - in H <sub>2</sub> O (kPa)	11 - 14 (2.7 - 3.5)
Optional Operating Fuel Pressure - in H <sub>2</sub> O (kPa)	7 - 11 (1.7 - 2.7)

##### Engine Electrical System

System Voltage	24 VDC
Battery Charger Alternator	57 A
Battery Size	See Battery Index 0161970SBY
Battery Voltage	(2) - 12 VDC
Ground Polarity	Negative

#### ALTERNATOR SPECIFICATIONS

Standard Model	K0350124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3-Phase)
Telephone Interference Factor (TIF)	<52

Standard Excitation	Permanent Magnet
Bearings	Sealed Ball
Coupling	Direct via Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Full Digital
Regulation Accuracy (Steady State)	±0.25%

# SG350 | 21.9L | 350 kW

## INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

**GENERAC** | **INDUSTRIAL POWER**

### OPERATING DATA

### DEMAND RESPONSE READY

#### POWER RATINGS - NATURAL GAS

	Standby/Demand Response	Prime
Three-Phase 120/208 VAC @0.8pf	350 kW/438 kVA Amps: 1,216	315 kW/394 kVA Amps: 1,094
Three-Phase 120/240 VAC @0.8pf	350 kW/438 kVA Amps: 1,054	315 kW/394 kVA Amps: 948
Three-Phase 277/480 VAC @0.8pf	350 kW/438 kVA Amps: 527	315 kW/394 kVA Amps: 474
Three-Phase 347/600 VAC @0.8pf	350 kW/438 kVA Amps: 421	315 kW/394 kVA Amps: 379

#### MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip			
277/480 VAC	30%	208/240 VAC	30%
K0350124Y21	1,001	K0500124Y23	730
K0500124Y23	1,020	K0600124Y23	1,120
K0600124Y23	1,560		

#### FUEL CONSUMPTION RATES\*

Natural Gas – scfh (m³/hr)		
Percent Load	Standby/Demand Response	Prime
25%	1,620 (45.9)	1,560 (44.2)
50%	2,400 (68.0)	2,220 (62.9)
75%	3,240 (91.7)	3,000 (84.9)
100%	4,140 (117.2)	3,780 (107.0)

\* Fuel supply installation must accommodate fuel consumption rates at 100% load.

#### COOLING

	Standby/Demand Response	Prime
Air Flow (Fan Air Flow Across Radiator)	scfm (m³/min)	28,004 (793)
Coolant Flow	gpm (Lpm)	211 (798.6)
Coolant System Capacity	gal (L)	15.5 (58.7)
Max. Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature (Before Derate)	See Bulletin No. 0199270SSD	
Maximum Radiator Backpressure	in H <sub>2</sub> O (kPa)	0.5 (0.12)

#### COMBUSTION AIR REQUIREMENTS

	Standby/Demand Response	Prime
Flow at Rated Power - scfm (m³/min)	657 (18.6)	598 (16.9)

#### ENGINE

		Standby/Demand Response	Prime
Rated Engine Speed	RPM	1,800	1,800
Horsepower at Rated kW**	hp	516	464
Piston Speed	ft/min (m/min)	1,680 (512)	1,680 (512)
BMEP	psi (kPa)	170 (1,171)	153 (1,054)

#### EXHAUST

		Standby/Demand Response	Prime
Exhaust Flow (Rated Output)	scfm (m³/min)	2,113 (59.8)	1,894 (53.6)
Max. Backpressure (Post Silencer)	inHg (kPa)	0.75 (2.54)	0.75 (2.54)
Exhaust Temp (Rated Output - Post Silencer)	°F (°C)	1,277 (691.7)	1,250 (676.7)

\*\* Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.

Standby - See Bulletin 0187500SSB

Demand Response - See Bulletin 10000018250

Prime - See Bulletin 0187510SSB

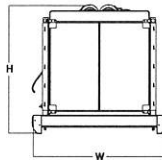
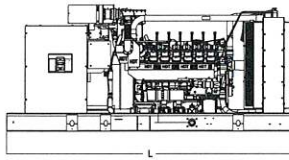


**SG350 | 21.9L | 350 kW**  
**INDUSTRIAL SPARK-IGNITED GENERATOR SET**  
 EPA Certified Stationary Emergency and Non-Emergency

**GENERAC®** | **INDUSTRIAL POWER**

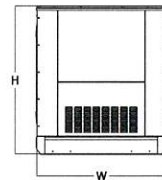
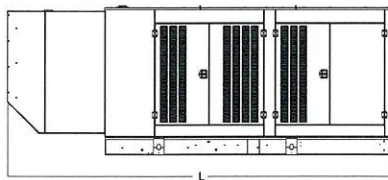
**DIMENSIONS AND WEIGHTS\***

**DEMAND RESPONSE READY**



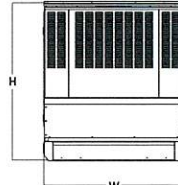
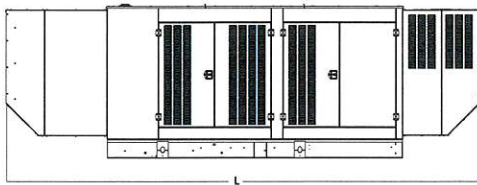
**OPEN SET (Includes Exhaust Flex)**

L x W x H - in (mm)	154.4 (3,922) x 71.0 (1,804) x 66.5 (1,689)
Weight - lbs (kg)	7,286 - 8,650 (3,304 - 3,923)



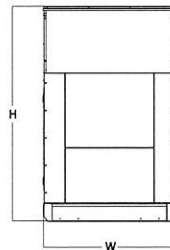
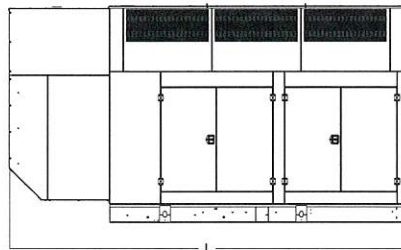
**WEATHER PROTECTED ENCLOSURE**

L x W x H - in (mm)	207.4 (5,268) x 71.0 (1,803) x 80.0 (2,032)
Weight - lbs (kg)	Steel: 9,490 - 10,840 (4,304 - 4,916) Aluminum: 8,404 - 9,753 (3,811 - 4,423)



**LEVEL 1 SOUND ATTENUATED ENCLOSURE**

L x W x H - in (mm)	247.5 (6,287) x 71.0 (1,803) x 80.0 (2,032)
Weight - lbs (kg)	Steel: 10,498 - 11,847 (4,761 - 5,373) Aluminum: 8,818 - 10,185 (3,999 - 4,619)



**LEVEL 2 SOUND ATTENUATED ENCLOSURE**

L x W x H - in (mm)	207.4 (5,268) x 71.0 (1,803) x 114.1 (2,898)
Weight - lbs (kg)	Steel: 10,836 - 12,185 (4,914 - 5,526) Aluminum: 8,963 - 10,330 (4,065 - 4,685)

**LEVEL 3 SOUND ATTENUATED ENCLOSURE**

L x W x H - in (mm)	232.0 (5,893) x 76.9 (1,953) x 129.2 (3,282)
Weight - lbs (kg)	13,224 - 14,285 (5,997 - 6,478)

\* All measurements are approximate and for estimation purposes only.

**YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER**

Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.





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## Tupelo City Hall Natural Gas Generator Package System

### Emergency Generator Submittal

**350kW Natural Gas  
Generator /  
800A ATS / Install**

*Submitted To: City of Tupelo*

*Prepared By: Dylan Smith*

Energy Systems Southeast (ESSE)  
Sales Manager – N. Alabama/Mississippi  
3235 Veterans Circle | Birmingham, AL 35235  
Mobile: 205-517-3796  
[Dylan.Smith@essellc.com](mailto:Dylan.Smith@essellc.com)



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Quote Date: 9/20/23  
Valid Until: 11/20/23

Quote #20784698



**Project Reference: Tupelo City Hall Natural Gas Generator Package System– 350kW Generator / 800A ATS**

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 12 cylinder 21.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **350 kW Rating, wired for 277/480 VAC three phase, 60 Hz**
- **Level 1 Acoustic Enclosure, Steel**
  - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- Power Zone Digital Control Panel for Single or MPS Generators
  - Meets NFPA 99 and 110 requirements
- **21 Light Annunciator – Flush mount Kit**
- **Remote Emergency Stop Switch, Break-Glass, shipped loose**
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- 1 Hour factory load testing at reactive (0.8) power factor
- Air Filter Restriction Ind
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 2500W, 240VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Engine Run Relay
- Flex Fuel Line
- Oil Temp Sender
- **MLCB, 100% rated, LSI Electronic Trip**
  - **600 Amp**
- **Secondary MLCB, 100% rated, LSI Electronic Trip**
  - **450 Amp**
- **5-Year Comprehensive Warranty**
- SG0350KG30219S18PPSYG

Quantity 1 - TRANSFER SWITCH - TX SERIES

- **800 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit**
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- Specific Breaker
- Withstand and Close-On Rating - 100kA Specific Breaker
- Enclosure Heater
- UL Listed 1008 by ETL
- **NEMA 3R Enclosure**
- **Service Entrance Rated**
- Specific Breaker
- In Phase Only Transfer



- Standard two year basic warranty
- TX301NS0800K3CH

Quantity 1 – Turn Key Installation

- Install new generator
- Install new ATS
- Install new concrete pad
- Intercept and reroute conduit into ATS
- Install new conduit to generator from ATS
- Terminate all associated wiring

**Total Price: \$229,105.00**

(excludes tax)

Notes:

- Estimated Generator Delivery: **52-58 weeks**
  - Pricing Includes LTL. Additional cost will be applied for dedicated truck, liftgate, short bed, etc.
- FOB: Jobsite (offloading not included)
- **System Start Up Service Included:**
  - **NFPA 110 Startup Included Only:** NETA, infrared scanning, leak test, etc. to be performed by others
  - **1 Hours of On-Site Training If Scheduled During Startup – Additional cost will be added for return trips**

Terms and Conditions:

- Net 30 days from shipment, subject to review and approval by our Credit Dept.
- Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage or damages against this order will be permitted unless agreed to ahead of time.
- Warranty is invalid without factory start up.
  - Startup will be done during normal business hours (single trip).
  - Warranty begins on date of final startup. Startup must be performed within one year of shipment. Additional costs will be required after one year to extend factory warranty.
  - Additional charges will be applied to startups requested on weekends or off normal business hours, as well for additional trip(s) post startup. Please note additional charges will also be applied if ESSE is called out to perform startup and the generator is not completely installed per our pre-startup checklist.

*Thank you for the opportunity,*

**Dylan Smith**

Territory Sales Manager – North AL/MS  
 Energy Systems Southeast  
 Cell: (205)-517-3796  
 Dylan.smith@essellc.com

**Acceptance of Quote:** Prior to ordering equipment or services, we require this proposal to be signed and returned as a confirmation of the above terms and conditions.

---

Customer Signature

---

Purchase Order Number

**DOCUMENT 00100F**  
**BID ENVELOPE INFORMATION FORM**

**BIDDER:**

This form is for the Bidder's convenience as noted in Section 00100 - INSTRUCTIONS TO BIDDERS. This form is not required; however, **the information is required on the front of the Bid Envelope.**

Add the required information of all subcontractors proposed. Extend form as required.



**Allen&Hoshall**  
engineers-architects-surveyors

Project: Tupelo City Hall Natural Gas Generator Package System

Owner: City of Tupelo

Address: 71 East Troy Street  
Tupelo, MS 38804

Bidder: Energy Systems Southeast

Address: 3235 Veterans Circle , Birmingham, AL 35235

Bidder License/Certificate No. \_\_\_\_\_

Subcontractor: Conditioned Air, Inc

Address: 753 Westmoreland Drive, Tupelo, MS 38801

Subcontractor License/Certificate No. 08741-MC

END OF DOCUMENT



ENERGY SYSTEMS SOUTHEAST, LLC

3235 Veterans Circle • Birmingham, AL 35235  
(205) 520-2183 • Fax (205) 380-5408

390

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\*ELEVEN THOUSAND FOUR HUNDRED FIFTY-FIVE AND 25 / 100

AMOUNT

9/18/2023

\*\*\*\*\*11,455.25\*

PAY  
TO THE  
ORDER  
OF

CITY OF TUPELO  
71 EAST TROY STREET  
TUPELO, MS 38804



ENERGY SYSTEMS SOUTHEAST, LLC  
VOID AFTER 60 DAYS

*[Signature]*  
AUTHORIZED SIGNATURE



⑈039755⑈ ⑆062006505⑆ 1110043666⑈

ENERGY SYSTEMS SOUTHEAST LLC

39755

Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
9/18/2023	91823	PUBLIC BID SURETY CHECK	11,455.25	0.00	11,455.25




Check: 0000039755    9/18/2023    CITY OF TUPELO    Check Total:    11,455.25

**DOCUMENT 00100F**  
**BID ENVELOPE INFORMATION FORM**

**BIDDER:**

This form is for the Bidder's convenience as noted in Section 00100 - INSTRUCTIONS TO BIDDERS. This form is not required; however, **the information is required on the front of the Bid Envelope.**

Add the required information of all subcontractors proposed. Extend form as required.

 <div style="display: inline-block; vertical-align: middle;"><b>Allen&amp;Hoshall</b> <small>engineers-architects-surveyors</small></div>	
Project:	Tupelo City Hall Natural Gas Generator Package System
Owner:	City of Tupelo
Address:	71 East Troy Street Tupelo, MS 38804
Bidder:	<u>J.E. Stevens Construction Group, LLC</u>
Address:	<u>1218 Cutter Ln Brandon, MS 39047</u>
Bidder License/Certificate No.	<u>24536-MC</u>
Subcontractor:	<u>Timmons Electric</u>
Address:	<u>4855 Cliff Gookin Blvd</u>
Subcontractor License/Certificate No.	<u>21683-MC</u>

END OF DOCUMENT

**DOCUMENT 00301  
PROPOSAL**Date: 9/20/2023To: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated August, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>428,000.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
<b>TOTAL BID PRICE</b>			\$ <u>448,000.00</u>

**DELIVERY:**

Delivery Site: Tupelo City Hall

Delivery Date: 68 weeks from approval

An alternate Delivery Date of NA is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ NA is offered.

**GENERAL:**

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the



Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.

5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBER

DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Nixon Power (Kohler)w

BY: Sterling Robinson

TITLE: Outside Sales

MAILING  
ADDRESS: 326 Leggett Dr  
Richland, MS 39218

DATE: 9/20/2023

TELEPHONE: 833-777-6937

STREET  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: sterling@nixonpower.com

PRINCIPAL  
CONTACT: Joshua Stevens

TELEPHONE: 601-826-2480

EMAIL: joshua@jestevensgroup.com

ALTERNATE  
CONTACT: Jonah Stevens

TELEPHONE: 601-946-4447

EMAIL: office@jestevensgroup.com

END OF DOCUMENT

**DOCUMENT 00420**  
**BIDDERS QUALIFICATION STATEMENT**

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization	J.E. Stevens Construction Group, LLC
Name of Individual	Joshua Stevens
Title	President
Address	1218 Cutter Ln
	Brandon, MS 39047
Telephone	(601) 826-2480
Email Address	joshua@jestevensgroup.com

**BUSINESS ORGANIZATION INFORMATION:**

Check one:    ☐ Corporation    ☐ Partnership    ☐ Joint Venture    ☒ Sole Proprietorship

**If Corporation:**

a.    Date and State of Incorporation

\_\_\_\_\_

b.    List of Executive Officers

Name

Title

_____	_____
_____	_____
_____	_____

**If Partnership:**

a.    Date and State of Organization

\_\_\_\_\_

b.    Name of Current General Partners

\_\_\_\_\_  
\_\_\_\_\_

c.    Type of Partnership:

☐ General    ☐ Publicly Traded    ☐ Limited    ☐ Other (describe):

**If Joint Venture:**

- a. Date and State of Organization

---

- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk\*)

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---

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**If Sole Proprietorship:**

- a. Date and State of Organization

9/20/2021 Tennessee

- b. Name and Address of Owner or Owners

Joshua Stevens

1218 Cutter Ln

Brandon, MS 39047

**GENERAL BUSINESS INFORMATION:**

1. Name of Surety Company and name, address, and phone number of agent.

FBBI Insurance, Wes Price. 601-208-3081

248 East Capitol Street, Suite 1200 | Jackson, MS 39201

2. What is your approximate total bonding capacity?

☐ \$500,000 to \$2,000,000

☐ \$2,000,000 to \$5,000,000

☐ \$5,000,000 to \$10,000,000

☒ \$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in

I.R.C. Sec 1563? ☐ Yes ☒ No

If yes, show names and addresses of affiliated companies

---

---

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

OSHA 30 and Lock out tag out

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank	<u>Priority One Bank</u>
Address	<u>1400 West Government Street</u>
	<u>Brandon, MS 39042</u>
Account Manager	<u>Meaghan Ahlberg</u>
Telephone	<u>(601) 414-3642</u>

**GENERAL PROJECT INFORMATION:**

6. Value of Electric Work completed during the last calendar year \$ 500,000.00 +
7. Value of all Work completed for the last calendar year \$ 6,000,000.00 +
8. Attach a Schedule A listing major Electric projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Work.
9. Attach a Schedule B listing current Electric projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
- ☐ Yes ☒ No
- If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
- ☐ Yes ☒ No
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
- ☐ Yes ☒ No
- If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

24536-MC

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: Joshua Stevens

Title: President

Dated: 9/20/2023

END of DOCUMENT



## Schedule A

J.E. Stevens Construction Group/ Jonah Stevens

1. Element Hotel- Nashville, TN \$3,000,000.00  
- Jonah Stevens
2. WEREHN Apartments- Nashville, TN \$6,000,000.00  
- Jonah Stevens
3. Project Journey- Nashville, TN \$50,000,000.00  
- Jonah Stevens
4. Bureau of Land Management- Pearl, MS \$1,000,000.00 GC \$180,000.00 Electrical  
- J.E. Stevens Construction Group

Schedule B

Timmons Electric

1. Assisted Nursing Home Generator- Starkville, MS \$300,000.00 +
2. City of Tupelo Fair Park- Tupelo, MS \$300,000.00+
3. Cube Smart Storage Facility- Tupelo, MS \$300,000.00 +

# State of Mississippi

## BOARD OF CONTRACTORS

**ACTIVE**

**J. E. STEVENS CONSTRUCTION GROUP, LLC**  
**1218 CUTTER LANE**  
**BRANDON, MS 39047**

is duly registered and entitled to perform  
**BUILDING CONSTRUCTION**



*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 27 day of Oct., 2022*

**CERTIFICATE OF RESPONSIBILITY**

**No. 24536-MC**

Expires Oct. 27, 2023

*Joel A. Canall*

CHAIRMAN OF THE BOARD

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

J. E. Stevens Construction Group, LLC  
127 Bonne Vie Dr  
Brandon, MS 39047

### SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company  
440 Lincoln Street  
Worcester, MA 01653

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.

### OWNER:

(Name, legal status and address)

City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

**BOND AMOUNT:** \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Package Generator System Installation and Labor & Material for Tupelo City Hall, 2023-041PW


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 20th day of September, 2023

  
(Witness)

  
(Witness) Blake Johnson

J. E. Stevens Construction Group, LLC

(Principal)

(Seal)

By:

(Title)

The Hanover Insurance Company

(Surety)

(Seal)

By:

(Title) Stephen Wesley Pride, Jr. Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Stephen Wesley Price, Jr.

Of Jackson, MS individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond  
Principal: J. E. Stevens Construction Group, LLC  
Obligee: City of Tupelo

**RESOLVED:** That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of dation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

**RESOLVED:** That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6<sup>th</sup> day of April, 2023



The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

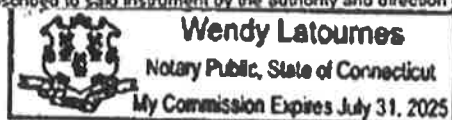
*James H. Kawiecki*  
James H. Kawiecki, Vice President

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*Joellen M. Mendoza*  
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT )  
COUNTY OF HARTFORD ) ss.

On this 6<sup>th</sup> day of April 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



*Wendy Latoumes*  
Wendy Latoumes, Notary Public  
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of September 2023.

CERTIFIED COPY

The Hanover Insurance Company  
Massachusetts Bay Insurance Company  
Citizens Insurance Company of America

*John Rowedder*  
John Rowedder, Vice President

081423

2023-041PW

## DOCUMENT 00301 PROPOSAL

Date: 9/19/2023

To: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated August, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>375,000.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
<b>TOTAL BID PRICE</b>			\$ <u>395,500.00</u>

**DELIVERY:**Delivery Site: Tupelo City HallDelivery Date: 66 weeks from order date

An alternate Delivery Date of n/a is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ n/a is offered.

**GENERAL:**

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.



5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBER

DATE

None

n/a

None

n/a

081423

2023-041PW

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be itemized on this proposal page even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification SectionAssociated with EXCEPTIONDescription of Exception

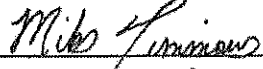
n/a

081423

2023-041PW

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Timmons Electric Co., LLC

BY: 

TITLE: Owner

MAILING  
ADDRESS: 4855 Cliff Gookin Blvd.

DATE: 9/19/2023

Tupelo, MS 38801

TELEPHONE: 662-844-4053

FAX: 662-620-0803

STREET  
ADDRESS: same

EMAIL: service@timmonselectricms.com

PRINCIPAL  
CONTACT:   
Mike Timmons

TELEPHONE: 662-790-5922

EMAIL: mike@timmonselectricms.com

ALTERNATE  
CONTACT: Brooke Ellis

TELEPHONE: 662-844-4053

EMAIL: brooke@timmonselectricms.com

END OF DOCUMENT

BID BOND  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2306299  
Contract Account Number: 9204307

KNOW ALL MEN BY THESE PRESENTS, that we TIMMONS ELECTRIC COMPANY \*\*\*\*FASTBOND\*\*\*\*  
4655 CLIFF COOKIN BLVD  
TUPELO, MS 38801

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY  
P O BOX 4668  
WINTER PARK, FL 32793-4668

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF TUPELO MS

as Oblige, hereinafter called the Oblige, in the sum of 5% OF THE ACCOMPANYING 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 INSTALLATION OF ELECTRICAL GENERATOR

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 28TH day of JUNE, 2023

*[Signature]*  
Witness

TIMMONS ELECTRIC COMPANY

*[Signature]*  
Principal (Seal)

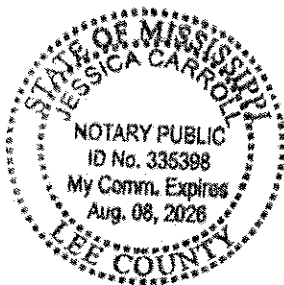
*[Signature]*  
Owner  
Title

OLD REPUBLIC SURETY COMPANY

*[Signature]*  
Surety (Seal)

*[Signature]*  
Attorney-in-Fact

ORSC 21328 (7-93)



8/8/26

*Jessie Carroll*  
6-28-23

081423

2023-041PW

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DATE

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n/a

None

n/a

081423

2023-041PW

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n/a

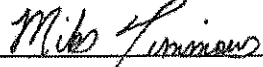


081423

2023-041PW

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MATERIALMAN: Timmons Electric Co., LLC

BY: 

TITLE: Owner

MAILING  
ADDRESS: 4855 Cliff Gookin Blvd.

DATE: 9/19/2023

Tupelo, MS 38801

TELEPHONE: 662-844-4053

FAX: 662-620-0803

STREET  
ADDRESS: same

EMAIL: service@timmonselectricms.com

PRINCIPAL  
CONTACT:   
Mike Timmons

TELEPHONE: 662-790-5922

EMAIL: mike@timmonselectricms.com

ALTERNATE  
CONTACT: Brooke Ellis

TELEPHONE: 662-844-4053

EMAIL: brooke@timmonselectricms.com

END OF DOCUMENT

BID BOND  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2306299  
Contract Account Number: 9204307

KNOW ALL MEN BY THESE PRESENTS, that we TIMMONS ELECTRIC COMPANY \*\*\*\*FASTBOND\*\*\*\*  
4655 CLIFF COOKIN BLVD  
TUPELO, MS 38801

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY  
P O BOX 4668  
WINTER PARK, FL 32793-4668

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF TUPELO MS

as Oblige, hereinafter called the Oblige, in the sum of 5% OF THE ACCOMPANYING 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 INSTALLATION OF ELECTRICAL GENERATOR

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 28TH day of JUNE, 2023

*[Signature]*  
Witness

TIMMONS ELECTRIC COMPANY

*[Signature]*  
Principal (Seal)

*[Signature]*  
Owner  
Title

OLD REPUBLIC SURETY COMPANY

*[Signature]*  
Surety (Seal)

*[Signature]*  
Attorney-in-Fact

ORSC 21328 (7-93)



8/8/26

*Jessie Carroll*  
6-28-23

051923

8542

**DOCUMENT 00301  
PROPOSAL**

Date: 6-28-2023

To: City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated May, 2023 for the following sum:

**BASE BID:**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>375,500.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>

**TOTAL BID PRICE**\$ 395,500.00**DELIVERY:**

Delivery Site: Tupelo City Hall

Delivery Date: 66 weeks from order date

An alternate Delivery Date of \_\_\_\_\_ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ \_\_\_\_\_ is offered.

**GENERAL:**

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the



Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.

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5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBERDATE

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It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Timmons Electric Co. LLC

BY: Mike Timmons TITLE: OWNER

MAILING ADDRESS: 4855 Cliff DATE: 6-28-2023

TELEPHONE: 662-844-4053

STREET ADDRESS: Bookin Blvd FAX: 662-620-0803

EMAIL: brooke@timmonselectricms.com  
Mike@timmonselectricms.com

PRINCIPAL CONTACT: Mike Timmons

TELEPHONE: 662-844-4053

EMAIL: Mike@timmonselectricms.com

ALTERNATE CONTACT: Brooke Timmons

TELEPHONE: ~~662-770-5922~~ 662-844-4053

EMAIL: Same

END OF DOCUMENT



BID BOND  
The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2306299  
Contract Account Number: 9204307

KNOW ALL MEN BY THESE PRESENTS, that we TIMMONS ELECTRIC COMPANY \*\*\*FASTBOND\*\*\*  
4855 CLIFF COOKIN BLVD  
TUPELO, MS 38801

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY  
P O BOX 4668  
WINTER PARK, FL 32793-4668

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF TUPELO MS

as Obligees, hereinafter called the Obligees, in the sum of 5% OF THE ACCOMPANYING BID

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 INSTALLATION OF ELECTRICAL GENERATOR

NOW, THEREFORE, if the Obligees shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligees in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees 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 28TH day of JUNE, 2023

*Rich Shuffeld*

Witness

TIMMONS ELECTRIC COMPANY

Principal

(Seal)

*Owner*

Title

OLD REPUBLIC SURETY COMPANY

Surety

(Seal)

*Chris Gullledge*

ORSC 21328 (7-93)



8/8/26

*Jessie Carroll*  
6-28-23





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2023

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

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

<b>PRODUCER</b> Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802	<b>CONTACT NAME:</b> Kim Roberts <b>PHONE (A/C, No, Ext):</b> (662) 842-1321 <b>FAX (A/C, No):</b> (662) 842-1433 <b>E-MAIL ADDRESS:</b> kroberts@renasant.com														
<b>INSURED</b> Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Tri-State Insurance Co of Minnesota</td> <td>31003</td> </tr> <tr> <td>INSURER B : Wesco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C : Union Insurance Co.</td> <td>25844</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Tri-State Insurance Co of Minnesota	31003	INSURER B : Wesco Insurance Company	25011	INSURER C : Union Insurance Co.	25844	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** City of Tupelo 23**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		ADV4474086	06/13/2023	06/13/2024	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						MED EXP (Any one person) \$ 10,000
	OTHER:						PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		WWC3622820	01/08/2023	01/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>OWNERS CONTRACTORS PROTECTIVE LIABILITY</b>	Y		OCP4547934	05/03/2023	05/03/2024	EACH COMMON CAUS 1,000,000
							AGGREGATE LIMIT 1,000,000

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

Project: Construction of Restrooms at a City Pavillion, Fairpark at City Hall

The Owner, City of Tupelo, is named as additional insured per policy form CG2062.

**CERTIFICATE HOLDER****CANCELLATION**

City of Tupelo 71 E Troy Street Tupelo MS 38804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Nixon Power Services**  
 326 Leggett Dr.  
 Richland, MS 39218  
 P: 833-777-6937

To: Contract Bidder

From: Sterling Robinson  
 Industrial Sales  
 Nixon Power Services  
 326 Leggett Drive  
 Jackson, MS 39218  
 P: 601-720-3481  
 sterling@nixonpower.com

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## Generator

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### Kohler Model: 350REZXD

This gas generator set equipped with a 4M4019 alternator operating at 277/480 volts is rated for 350kW/438 kVA.  
 Output amperage: 527

#### Standard Features:

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- EPA-Certified for Stationary Emergency Applications
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listings.
- The generator set accepts rated load in one step.
- The 60 Hz emergency generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two-and five-year extended warranties are also available.
- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation (CCV) Filters
- Dual Fuel Reset Box (standard on dual fuel models)
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Low Coolant Level Shutdown
- Oil Drain Extension
- Secondary Gas Solenoid Valve
- Three-Way Exhaust Catalyst

#### Alternator Features:

- The pilot-excited, permanent-magnet (PM) alternator provides superior short-circuit capability.
- The brushless, rotating-field alternator has broad range reconnectability.

#### Other Features:

- Natural gas is the primary fuel. Automatically transfers back to primary fuel when LP fuel becomes low or generator stops and restarts.
- The patented pending reset box on the generator provides the ability to manually transfer back to natural gas. The natural gas rating is available when running on natural gas.
- APM603 controller provides load shed for automatic derate to LP ratings to prevent an overload condition.

Qty	Description
	350REZXD Generator System
1	350REZXD Generator Set Includes the following: Literature Languages Approvals and Listings

English  
 UL2200 Listing/cUL Genset List

**KOHLER.**



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P: 833-777-6937

Approvals and Listings	IBC Seismic Certification
Engine	350REZXD,24V,SINGLE FUEL,NG
Nameplate Rating	Standby 130C Rise
Voltage	60Hz, 277/480V, Wye, 3Ph, 4W
Alternator	4M4019
Cooling System	Unit Mounted Radiator, 50C
Skid and Mounting	Skid
Controller	APM603
Enclosure Type	Sound
Enclosure Material	Steel
Enclosure Electrical Package	Basic Electrical Pkg, 1 Ph
Enclosure Electrical Acc.	Wire Block Heater
Enclosure Electrical Acc.	Wire Battery Charger
Starting Aids, Installed	6000W,208V,1Ph,w/Valves
Electrical Accy.,Installed	Battery, 2/12V, Wet
Electrical Accy.,Installed	Battery Charger, 10A
Electrical Accy.,Installed	Run Relay
Electrical Accy.,Installed	Failure Relay w/Harness,1Fault
Electrical Accy.,Installed	Generator Heater
Rating, LCB 1 Right	15 Relay I/O Board
Amps, LCB 1 Right	100% Rated
Trip Type, LCB 1 Right	600
LCB 1 Right Interrupt Rating	Electronic, LSI
Rating, LCB 2 Right	35kA at 480V
Amps, LCB 2 Right	80% Rated
Trip Type, LCB 2 Right	600
LCB 2 Right Interrupt Rating	Electronic, LSI
Exceeds LTL Shipping Height	35kA at 480V
Miscellaneous Accy,Installed	Add'l Shipping Charge Accepted
Miscellaneous Accy,Installed	Air Cleaner Restriction Ind.
Warranty	Coolant in Genset
Testing, Additional	5 Year Comprehensive
Total unit length in inches	Power Factor Test,0.8,3Ph Only
Total unit width in inches	251
Total unit height in inches	89
Total unit weight (lbs)	107
Weight/Dimensions Disclaimer *	15,050
Kit, Filter, Fuel	Estimates-Not for Construction
Flexible Fuel Line	
RSA III, ATS Annunciator	

1  
1  
1





Nixon Power Services  
326 Leggett Dr.  
Richland, MS 39218  
P: 833-777-6937

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## Automatic Transfer Switch

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### Kohler Model: KEP-DMTC-0800S-NK

3 Pole, 4 Wire, Solid Neutral, 800 amp, Kohler Service Entrance rated Programmed automatic transfer switch, Model KEP-DMTC-0800S-NK, rated 480V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

### Standard Features

- UL 1008 Listed
- Service entrance rated switch incorporates an isolating mechanism and overcurrent protection on the utility side
- Fully enclosed silver alloy contacts provide high withstand rating
- 3-cycle short circuit current withstand-tested
- Completely separate utility and generator set power switching units provide redundancy and are easy to service
- Inherent stored-energy design prevents damage if manually switched while in service
- Heavy duty brushless gear motor and operating mechanism provide mechanical interlocking and extreme long life with minimal maintenance
- All mechanical and control devices are visible and readily accessible
- Padlockable service disconnect control switch
- Kohler Decision-Maker MPAC 1500 digital controller
- LCD display, 4 lines x 20 characters, backlit
- LED indicators: source available, transfer switch position, service required, not in auto
- Phase-to-phase sensing and monitoring with 0.5% accuracy on both sources
- Frequency sensing with 0.5% accuracy on both sources
- Anti-single phasing protection
- Programmable over and under voltage on both sources
- Programmable over and under frequency on both sources
- Adjustable time delays
- Time-based and current-based load control of nine individual loads (with appropriate I/O modules)
- Programmable transfer commit/no commit
- 21 programmable exercise events
- Fail-safe transfer for loaded test and exercise functions
- Two programmable inputs / two programmable outputs on main logic board
- RS-485 and Modbus RTU communications
- RJ-45 and Modbus TCP/IP communications

Qty	Description
	ATS KEP Transfer Switch System
1	KEP-DMTC-0800S-NK



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Richland, MS 39218  
P: 833-777-6937

### Includes the following:

Literature Languages	English
Mechanism	Service Entrance
Transition	Programmed
Logic	1500
Voltage	480V / 60 Hz
Poles & Wires	3 Pole/4 Wire, Solid Neutral
Enclosure	Nema 3R
Amps	800 Amps
Connection	Standard
ATS Utility Switching Device	MCCB ET 250-800A
ATS Generator Switching Device	MCSW 100-1200A
IBC Seismic Certification	IBC Seismic Certification
CSA Certification	None
Miscellaneous Acc., Installed	Input/Output Module, Qty 1
Miscellaneous Acc., Installed	Lockable User Interface Cover
Miscellaneous Acc., Installed	Heater, MPAC
Warranty	5-YR COMPREHENSIVE

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### Distributor Start-Up

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Standard startup with 4-hr load bank





Nixon Power Services  
326 Leggett Dr.  
Richland, MS 39218  
P: 833-777-6937

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## Clarifications

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### Clarifications

#### **RELATED ITEMS NOT INCLUDED:**

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off-Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Current Lead Time: Generator 64 – 66 weeks ARO; ATS 17 – 19 weeks ARO. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" period.

### Distributor Startup & Freight

**A FACTORY TRAINED TECHNICIAN** shall perform startup inspection and necessary installation checks and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included and will be completed during normal business hours Monday through Friday 8:00 am to 5:00 pm. We can perform start-ups after hours and weekends at additional cost.

Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

### Miscellaneous

Price subject to change if additional drawings or specification information becomes available.

***Due to Market Volatility, pricing will be held for 30 Days.***





Nixon Power Services  
326 Leggett Dr.  
Richland, MS 39218  
P: 833-777-6937

## **STANDARD TERMS AND CONDITIONS OF SALE**

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

**1.Contract-** These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

**2.Service, Repair, Maintenance-** Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

**3.Quotations And Published Prices-** Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

**3b. SCOPE-** Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

**4.Taxes-** Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority





**Nixon Power Services**  
 326 Leggett Dr.  
 Richland, MS 39218  
 P: 833-777-6937

determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

**5.Payment Terms-** Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

**6.Delivery-** While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

**7.Manufacturer's Limited Warranty-** The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

**8.Disclaimer Of Warranty-** LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event,





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regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

**9. Incidental, Consequential or Punitive Damages-** The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

**10. Technical Support-** It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

**11. Excuse Of Performance-** Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

**12. Changes-** Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

**13. Cancellation-** Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

**14. Default-** Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.





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**15. Buyer Acceptance-** Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

**16. Regulatory Laws and/or Standards-** The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

**17. Non-assignment-** No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

**18. Billable Services-** Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

**19. General Provisions-** These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

**20. Hours of Operation-** Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

**EXCLUSIONS:** The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.

Job Name: City of Tupelo



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- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE** September 27, 2023  
**SUBJECT:** IN THE MATTER OF AWARD OF BID # 2023-044WL FOR B&B SEWER  
OUTFALL (SRF) **JT**

---

**Request:**

I recommend the following bid award for consideration at your regular meeting on Tuesday, October 3, 2023:

**Bid No. 2023-044WL** – B&B Sewer Outfall to the lowest qualified bid submitted by Ensco, LLC in the amount of \$3,356,603.20 as recommended by Cook Coggin Engineers.





CCE 3-09394/BID NO. 2023-044WL

September 26, 2023

Mayor Todd Jordan  
City of Tupelo  
71 East Troy Street  
Tupelo, MS 38804

***TUPELO SRF B&B SEWER REPLACEMENT REBID (CONTRACT C)  
BID NO. 2023-044WL, FOR THE CITY OF TUPELO***

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

ENSCOR, LLC is the lowest of 3 bidders; they submitted a base bid in the amount of \$3,356,603.20.

ENSCOR, LLC is an experienced Contractor with the personnel and resources required to perform the type of work required for this project.

Given the bids on the tabulation and the designated budget, results indicate an award to ENSCOR, LLC in the amount of their bid.

Please advise if you have any concerns.

A handwritten signature in blue ink, reading 'David M. Long', with a long horizontal flourish extending to the right.

David Long, P.E.  
Project Engineer  
davidlong@cookcoggin.com

Copy to: ENSCOR, LLC, Attention: Mr. Jeff Smith, Owner  
5566 Commander Drive, Arlington, TN 38802

Enclosed: Bid Tabulation  
Original Bids





## BID OPENING CONFERENCE – LIST OF ATTENDEES

## Representing

Nathan Vaughan

## Argo Construction

Brian Smith

ENSCOR, LLC

Mark Needan

CLE

Stephen H. Reed

COT

7. Nick Dill and

GOT

TABULATION OF BIDS  
TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID  
CITY OF TUPELO  
3-09394



September 26, 2023 @ 10am City of Tupelo, 71 East Troy St., Tupelo, MS 38804				#12345 ENSCOR, LLC 5566 Commander Drive Arlington, TN 38002		#4370 PAUL SMITHEY CONST. CO., INC. P.O. Box 357 Belden, MS 38826		#08921 ARGO CONSTRUCTION CO., INC. P.O. Box 4117 Cordova, TN 38088	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID</b>									
<b>01 00 00 GENERAL REQUIREMENTS</b>									
1	Construction Record Documents	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 3,195.00	\$ 3,195.00	\$ 6,300.00	\$ 6,300.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 39,405.00	\$ 39,405.00	\$ 25,000.00	\$ 25,000.00
3	Temporary Silt Fence	1,000	LinFt	\$ 3.00	\$ 3,000.00	\$ 7.46	\$ 7,460.00	\$ 3.00	\$ 3,000.00
4	Wattles	100	LinFt	\$ 12.00	\$ 1,200.00	\$ 8.52	\$ 852.00	\$ 15.50	\$ 1,550.00
5	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 79,875.00	\$ 79,875.00	\$ 50,000.00	\$ 50,000.00
<b>31 00 00 EARTHWORK</b>									
6	Seeding & Mulching	10,917	LinFt	\$ 1.00	\$ 10,917.00	\$ 3.73	\$ 40,720.41	\$ 1.50	\$ 16,375.50
7	Riprap, 200lb	180	Ton	\$ 65.00	\$ 11,700.00	\$ 101.18	\$ 18,212.40	\$ 87.75	\$ 15,795.00
<b>32 00 00 EXTERIOR IMPROVEMENTS</b>									
8	Crushed Stone Resurfacing	100	CuYd	\$ 90.00	\$ 9,000.00	\$ 101.18	\$ 10,118.00	\$ 110.00	\$ 11,000.00
<b>33 00 00 UTILITIES</b>									
9	Sewer Line Cleaning	3,335	LinFt	\$ 6.00	\$ 20,010.00	\$ 7.46	\$ 24,879.10	\$ 6.55	\$ 21,844.25
10	Sewer Line Television Inspection	3,335	LinFt	\$ 1.20	\$ 4,002.00	\$ 3.20	\$ 10,672.00	\$ 2.02	\$ 6,736.70
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 1.20	\$ 4,002.00	\$ 3.20	\$ 10,672.00	\$ 2.02	\$ 6,736.70
12	Root Cutting	1,668	LinFt	\$ 4.80	\$ 8,006.40	\$ 6.39	\$ 10,658.52	\$ 5.43	\$ 9,057.24
13	Protruding Tap Removal	6	Each	\$ 300.00	\$ 1,800.00	\$ 452.63	\$ 2,715.78	\$ 285.00	\$ 1,710.00
14	10" CIPP Lining	786	LinFt	\$ 66.00	\$ 51,876.00	\$ 89.46	\$ 70,315.56	\$ 64.50	\$ 50,697.00
15	12" CIPP Lining	1,758	LinFt	\$ 76.00	\$ 133,608.00	\$ 100.11	\$ 175,993.38	\$ 74.50	\$ 130,971.00
16	15" CIPP Lining	450	LinFt	\$ 84.00	\$ 37,800.00	\$ 112.89	\$ 50,800.50	\$ 81.50	\$ 36,675.00
17	Service Reinstatement (CIPP)	22	Each	\$ 1.20	\$ 26.40	\$ 2.13	\$ 46.86	\$ 4.00	\$ 88.00
18	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 5.40	\$ 3,326.40	\$ 6.92	\$ 4,262.72	\$ 6.25	\$ 3,850.00
19	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1,133.00	\$ 657,140.00	\$ 1,052.22	\$ 610,287.60	\$ 840.00	\$ 487,200.00
20	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1,000.00	\$ 100,000.00	\$ 1,020.27	\$ 102,027.00	\$ 680.00	\$ 68,000.00
21	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1,000.00	\$ 100,000.00	\$ 1,020.27	\$ 102,027.00	\$ 650.00	\$ 65,000.00
22	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 5,200.00	\$ 10,400.00	\$ 7,029.00	\$ 14,058.00	\$ 4,900.00	\$ 9,800.00
23	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 7,000.00	\$ 7,000.00	\$ 8,839.50	\$ 8,839.50	\$ 7,300.00	\$ 7,300.00
24	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 4,200.00	\$ 210,000.00	\$ 5,325.00	\$ 266,250.00	\$ 4,800.00	\$ 240,000.00
25	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 4,200.00	\$ 12,600.00	\$ 5,325.00	\$ 15,975.00	\$ 4,500.00	\$ 13,500.00
26	48" Manhole, Extra Depth	185.2	VertFt	\$ 300.00	\$ 55,560.00	\$ 266.25	\$ 49,309.50	\$ 300.00	\$ 55,560.00
27	60" Manhole, Extra Depth	2.7	VertFt	\$ 400.00	\$ 1,080.00	\$ 431.33	\$ 1,164.59	\$ 550.00	\$ 1,485.00
28	Connection to Existing Manhole	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 1,597.50	\$ 3,195.00	\$ 2,100.00	\$ 4,200.00
29	Manhole Abandonment	34	Each	\$ 500.00	\$ 17,000.00	\$ 798.75	\$ 27,157.50	\$ 650.00	\$ 22,100.00

TABULATION OF BIDS  
TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID  
CITY OF TUPELO  
3-09394

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CONSULTANTS

**COOK COGGIN ENGINEERS, INC.**

703 Crossover Road, Tupelo, MS 38801 (662) 842-7361 / FAX 844-4564

September 26, 2023 @ 10am City of Tupelo, 71 East Troy St., Tupelo, MS 38804				#12345 ENSCOR, LLC 5566 Commander Drive Arlington, TN 38002		#4370 PAUL SMITHEY CONST. CO., INC. P.O. Box 357 Belden, MS 38826		#08921 ARGO CONSTRUCTION CO., INC. P.O. Box 4117 Cordova, TN 38088	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
30	Manhole Removal	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 1,917.00	\$ 1,917.00	\$ 1,100.00	\$ 1,100.00
31	Elevated GSL Removal	614	LinFt	\$ 10.00	\$ 6,140.00	\$ 31.95	\$ 19,617.30	\$ 17.00	\$ 10,438.00
32	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 500.00	\$ 20,150.00	\$ 479.25	\$ 19,313.78	\$ 1,000.00	\$ 40,300.00
33	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 82.55	\$ 82,962.75	\$ 90.83	\$ 91,284.15	\$ 125.00	\$ 125,625.00
34	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 114.25	\$ 22,507.25	\$ 140.84	\$ 27,745.48	\$ 175.00	\$ 34,475.00
35	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 165.50	\$ 9,930.00	\$ 185.76	\$ 11,145.60	\$ 230.00	\$ 13,800.00
36	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFl	\$ 62.00	\$ 27,404.00	\$ 46.36	\$ 20,491.12	\$ 85.00	\$ 37,570.00
37	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFl	\$ 74.00	\$ 11,988.00	\$ 59.70	\$ 9,671.40	\$ 100.00	\$ 16,200.00
38	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFl	\$ 82.00	\$ 122,016.00	\$ 74.86	\$ 111,391.68	\$ 115.00	\$ 171,120.00
39	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 114.00	\$ 750,690.00	\$ 124.86	\$ 822,203.10	\$ 159.00	\$ 1,047,015.00
40	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 85.00	\$ 3,740.00	\$ 83.22	\$ 3,661.68	\$ 115.00	\$ 5,060.00
41	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 96.00	\$ 38,496.00	\$ 112.69	\$ 45,188.69	\$ 148.00	\$ 59,348.00
42	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFl	\$ 130.00	\$ 152,750.00	\$ 169.93	\$ 199,667.75	\$ 200.00	\$ 235,000.00
43	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFl	\$ 90.00	\$ 9,000.00	\$ 61.92	\$ 6,192.00	\$ 90.00	\$ 9,000.00
44	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFl	\$ 111.00	\$ 11,100.00	\$ 91.39	\$ 9,139.00	\$ 115.00	\$ 11,500.00
45	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFl	\$ 165.00	\$ 95,700.00	\$ 143.31	\$ 83,119.80	\$ 165.00	\$ 95,700.00
46	Top Soil Restoration	4,409	LinFt	\$ 5.00	\$ 22,045.00	\$ 10.65	\$ 46,955.85	\$ 1.50	\$ 6,613.50
47	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFl	\$ 765.00	\$ 192,780.00	\$ 217.86	\$ 54,900.72	\$ 541.90	\$ 136,558.80
48	Concrete Saddle Support	9	Each	\$ 3,500.00	\$ 31,500.00	\$ 2,662.50	\$ 23,962.50	\$ 890.00	\$ 8,010.00
49	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1,625.00	\$ 25,025.00	\$ 1,810.50	\$ 27,881.70	\$ 350.00	\$ 5,390.00
50	10 HP 42 Pile Support	126	LinFl	\$ 450.00	\$ 56,700.00	\$ 745.50	\$ 93,933.00	\$ 700.00	\$ 88,200.00
51	Crushed Stone Foundation Stabilization	149	CuYd	\$ 90.00	\$ 13,410.00	\$ 106.50	\$ 15,868.50	\$ 160.00	\$ 23,840.00
52	Select Borrow Material	490	CuYd	\$ 20.00	\$ 9,800.00	\$ 25.56	\$ 12,524.40	\$ 20.00	\$ 9,800.00
53	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 560.00	\$ 1,680.00	\$ 1,443.08	\$ 4,329.24	\$ 555.00	\$ 1,665.00
54	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 2,241.00	\$ 11,205.00	\$ 3,351.56	\$ 16,757.80	\$ 1,242.00	\$ 6,210.00
55	4" Service Line Connection to Manhole	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 532.50	\$ 1,065.00	\$ 1,000.00	\$ 2,000.00
56	6" Service Line Connection to Manhole	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 639.00	\$ 1,278.00	\$ 1,000.00	\$ 2,000.00
57	4" PVC Cleanout	5	Each	\$ 200.00	\$ 1,000.00	\$ 165.08	\$ 825.40	\$ 285.00	\$ 1,425.00
58	6" PVC Cleanout	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 197.03	\$ 394.06	\$ 400.00	\$ 800.00
59	4" PVC Service Line, Sch. 40	100	LinFl	\$ 26.60	\$ 2,660.00	\$ 17.02	\$ 1,702.00	\$ 40.00	\$ 4,000.00
60	6" PVC Service Line, Sch. 40	60	LinFl	\$ 34.50	\$ 2,070.00	\$ 21.31	\$ 1,278.60	\$ 45.00	\$ 2,700.00
61	Connection to Existing Service	7	Each	\$ 300.00	\$ 2,100.00	\$ 852.00	\$ 5,964.00	\$ 880.00	\$ 6,160.00
TOTAL BASE BID					\$ 3,356,603.20		\$ 3,552,515.22		\$ 3,590,154.69

## BID FORM

Proposal of ENSCOR, LLC (hereinafter called "BIDDER"), organized and existing under the Laws of the State of TENNESSEE doing business as LIMITED LIABILITY COMPANY to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

#1 : 9/22/23

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

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:

31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to commodities grown, processed, or manufactured within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities grown, processed, or manufactured within this State shall be given preference. A similar preference shall be given to commodities grown, processed, or manufactured within this State whenever purchases are made without competitive bids, and when practical the Office of General Services may by regulation establish reasonable preferential policies for other commodities, giving preference to resident suppliers of this State.

REBISED by Addendum 1

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Bid Form – SRF Sewer

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Any foreign manufacturing company with a factory in the State and with over fifty (50) employees working in the State shall have preference over any other foreign company where both price and quality are the same, regardless of where the product is manufactured.

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



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**BASE BID UNIT PRICE ITEMS**

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
<b>01 00 00 GENERAL REQUIREMENTS</b>					
1	Construction Record Documents	1	LS	\$ 30,000.00	\$ 30,000.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 35,000.00	\$ 35,000.00
3	Temporary Silt Fence	1,000	LinFt	\$ 3.00	\$ 3,000.00
4	Wattles	100	LinFt	\$ 12.00	\$ 1,200.00
5	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00
<b>31 00 00 EARTHWORK</b>					
6	Seeding & Mulching	10,917	LinFt	\$ 1.00	\$ 10,917.00
7	Riprap, 200lb	180	Ton	\$ 65.00	\$ 11,700.00
<b>32 00 00 EXTERIOR IMPROVEMENTS</b>					
8	Crushed Stone Resurfacing	100	CuYd	\$ 90.00	\$ 9,000.00
<b>33 00 00 UTILITIES</b>					
9	Sewer Line Cleaning	3,335	LinFt	\$ 6.00	\$ 20,010.00
10	Sewer Line Television Inspection	3,335	LinFt	\$ 1.20	\$ 4,002.00
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 1.20	\$ 4,002.00
12	Root Cutting	1,668	LinFt	\$ 4.80	\$ 8,006.40
13	Protruding Tap Removal	6	Each	\$ 300.00	\$ 1,800.00
14	10" CIPP Lining	786	LinFt	\$ 66.00	\$ 51,876.00
15	12" CIPP Lining	1,758	LinFt	\$ 76.00	\$ 133,608.00
16	15" CIPP Lining	450	LinFt	\$ 84.00	\$ 37,800.00
17	Service Reinstatement (CIPP)	22	Each	\$ 1.20	\$ 26.40
18	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 5.40	\$ 3,326.40
19	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1,133.00	\$ 657,140.00
20	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1,000.00	\$ 100,000.00



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Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1000.00	\$ 100,000.00
22	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 5200.00	\$ 10400.00
23	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 7000.00	\$ 7000.00
24	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 4200.00	\$ 210,000.00
25	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 4200.00	\$ 12600.00
26	48" Manhole, Extra Depth	185.2	VertFt	\$ 300.00	\$ 55560.00
27	60" Manhole, Extra Depth	2.7	VertFt	\$ 400.00	\$ 1080.00
28	Connection to Existing Manhole	2	Each	\$ 1000.00	\$ 2000.00
29	Manhole Abandonment	34	Each	\$ 500.00	\$ 17000.00
30	Manhole Removal	1	Each	\$ 1000.00	\$ 1000.00
31	Elevated GSL Removal	614	LinFt	\$ 10.00	\$ 6140.00
32	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 500.00	\$ 20150.00
33	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 82.55	\$ 82962.75
34	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 114.25	\$ 22507.25
35	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 165.50	\$ 9930.00
36	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 62.00	\$ 27404.00
37	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 74.00	\$ 11988.00
38	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 82.00	\$ 122016.00
39	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 114.00	\$ 750,690.00
40	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 85.00	\$ 3740.00
41	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 96.00	\$ 38496.00
42	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 130.00	\$ 152,750.00
43	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 90.00	\$ 9000.00
44	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 111.00	\$ 11100.00
45	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 165.00	\$ 95700.00
46	Top Soil Restoration	4,409	LinFt	\$ 5.00	\$ 22045.00
47	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 765.00	\$ 192,780.00

3-09394

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
48	Concrete Saddle Support	9	Each	\$ 3500.00	\$ 31500.00
49	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1625.00	\$ 25025.00
50	10 HP 42 Pile Support	126	LinFt	\$ 450.00	\$ 56700.00
51	Crushed Stone Foundation Stabilization	149	CuYd	\$ 90.00	\$ 13410.00
52	Select Borrow Material	490	CuYd	\$ 20.00	\$ 9800.00
53	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 560.00	\$ 1680.00
54	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 2241.00	\$ 11205.00
55	4" Service Line Connection to Manhole	2	Each	\$ 1000.00	\$ 2000.00
56	6" Service Line Connection to Manhole	2	Each	\$ 1000.00	\$ 2000.00
57	4" PVC Cleanout	5	Each	\$ 200.00	\$ 1000.00
58	6" PVC Cleanout	2	Each	\$ 1000.00	\$ 2000.00
59	4" PVC Service Line, Sch. 40	100	LinFt	\$ 26.60	\$ 2660.00
60	6" PVC Service Line, Sch. 40	60	LinFt	\$ 34.50	\$ 2070.00
61	Connection to Existing Service	7	Each	\$ 300.00	\$ 2100.00
<b>TOTAL BASE BID PRICE</b>					<b>\$ 3,356,603.20</b>

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

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

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

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ 5% OF BID AMOUNT) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

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

Respectfully submitted this the 26 day of September, 2023

By

Jeff C. [Signature], OWNER  
Title

Company ENSCOR, LLC

Address 5566 COMMANDER, ARLINGTON, TN 38002

Phone 901-867-2297

Employer Identification No. 58-2498528

Email Address JEFF@ENSCOR.NET

SEAL (If bid is by a corporation.)

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

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

[Acts 1990, ch. 1062, § 3.]

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ENSCOR, LLC  
as Principal, and Travelers Casualty and Surety Company of America  
as Surety, are hereby held and firmly bound unto City of Tupelo  
as owner in the penal sum of Five Percent of amount bid (5%)

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

Signed, this 26th day of September, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter into contract in writing, for the TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID,  
SRF PROJECT NO. C280 855-08.-

NOW, THEREFORE,

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

event, exceed the penal amount of this obligation as herein stated.

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

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

By: ENSCOR, LLC (L.S.)  
Principal

Travelers Casualty and Surety Company of America  
Surety

SEAL

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

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

REVISED by Addendum 1

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Bid Bond - SRF Sewer

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

### POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **26th** day of **September**, 2023.



  
 Kevin E. Hughes, Assistant Secretary

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

Consultant Service Unit - Rev. 11/13/08

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**Project No: TUPELO SRF FY22 B&B SEWER REPLACEMENT REBIDTermini: CITY OF TUPELO, SRF PROJECT C280-855-08Prime Consultant: ENSCO, LLC

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

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

58-2498528

EEV\* Company Identification Number [Required]

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

BY: [Signature]  
Authorized Officer or AgentSEPTEMBER 26, 2023  
DateJEFF SMITH  
Printed Name of Authorized Officer or AgentOWNER  
Title of Authorized Officer or Agent of Contractor / ConsultantSWORN TO AND SUBSCRIBED before me on this the 26 day of SEPTEMBER, 20 23.

[Signature]  
NOTARY PUBLIC  
My Commission Expires: OCT 25, 2026

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

**Paul Smithey Construction Company, Inc.**  
**PO Box 357**  
**Belden, MS 38826**

**Certificate of Responsibility Number**  
**04370-MC**

**Bid To: City of Tupelo**  
**71 East Troy St.**  
**Tupelo, MS**  
**Lee County, MS**

**Bid For: Tupelo SRF FY22**  
**B&B Sewer Replacement REBID**  
**SRF Project No. C280-855-08**

**BID BOND**

**Paul Smithey Construction  
Co., Inc.**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Co., Inc.  
as Principal, and The Gray Casualty & Surety Company

as Surety, are hereby held and firmly bound unto City of Tupelo

as owner in the penal sum of Five Percent of amount bid (5%)

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

Signed, this 26th day of Septemeber, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to **CITY OF TUPELO** a certain Bid, attached hereto and hereby made a part hereof to enter into contract in writing, for the **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID,**  
**SRF PROJECT NO. C280 855-08.-**

NOW, THEREFORE,

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

**REVISED by Addendum 1**  
**Bid Bond – SRF Sewer**

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event, exceed the penal amount of this obligation as herein stated.

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

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

Paul Smithy Construction Co., Inc.

 (L.S.)  
Principal

The Gray Casualty & Surety Company

Surety

SEAL

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

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

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REVISED by Addendum 1  
Bid Bond - SRF Sewer

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

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond

**Principal:** Paul Smithey Construction Co., Inc.

**Project:** Tupelo SRF FY22 B&B Sewer Replacement Rebid, SRF Project No. C280 855-08

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> 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 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



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

*Leigh Anne Henican*

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26<sup>th</sup> day of September, 2023.

*Mark Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26<sup>th</sup> day of September, 2023.

*Leigh Anne Henican*





## BID FORM

Proposal of Paul Smith Const. Co., Inc. (hereinafter called "BIDDER"), organized and existing under the Laws of the State of Mississippi doing business as a Corporation \* to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

Addendum 1

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

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:

31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to commodities grown, processed, or manufactured within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities grown, processed, or manufactured within this State shall be given preference. A similar preference shall be given to commodities grown, processed, or manufactured within this State whenever purchases are made without competitive bids, and when practical the Office of General Services may by regulation establish reasonable preferential policies for other commodities, giving preference to resident suppliers of this State.

REBISED by Addendum 1

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Bid Form – SRF Sewer

2023.09.20

Page 1 of 6

Any foreign manufacturing company with a factory in the State and with over fifty (50) employees working in the State shall have preference over any other foreign company where both price and quality are the same, regardless of where the product is manufactured.

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

3-09394

**BASE BID UNIT PRICE ITEMS**

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
<b>01 00 00 GENERAL REQUIREMENTS</b>					
1	Construction Record Documents	1	LS	\$ 3,195.00	\$ 3,195.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 39,405.00	\$ 39,405.00
3	Temporary Silt Fence	1,000	LinFt	\$ 7.46	\$ 7,460.00
4	Wattles	100	LinFt	\$ 8.52	\$ 852.00
5	Mobilization	1	LS	\$ 79,875.00	\$ 79,875.00
<b>31 00 00 EARTHWORK</b>					
6	Seeding & Mulching	10,917	LinFt	\$ 3.73	\$ 40,720.41
7	Riprap, 200lb	180	Ton	\$ 101.18	\$ 18,212.40
<b>32 00 00 EXTERIOR IMPROVEMENTS</b>					
8	Crushed Stone Resurfacing	100	CuYd	\$ 101.18	\$ 10,118.00
<b>33 00 00 UTILITIES</b>					
9	Sewer Line Cleaning	3,335	LinFt	\$ 7.46	\$ 24,879.10
10	Sewer Line Television Inspection	3,335	LinFt	\$ 3.20	\$ 10,672.00
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 3.20	\$ 10,672.00
12	Root Cutting	1,668	LinFt	\$ 6.39	\$ 10,658.52
13	Protruding Tap Removal	6	Each	\$ 452.63	\$ 2,715.78
14	10" CIPP Lining	786	LinFt	\$ 89.46	\$ 70,315.56
15	12" CIPP Lining	1,758	LinFt	\$ 100.11	\$ 175,993.38
16	15" CIPP Lining	450	LinFt	\$ 112.89	\$ 50,800.50
17	Service Reinstatement (CIPP)	22	Each	2.13	46.86
18	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 6.92	\$ 4,262.72
19	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1,052.22	\$ 610,287.60
20	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1,020.27	\$ 102,027.00

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Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1,020.27	\$ 102,027.00
22	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 7,029.00	\$ 14,058.00
23	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 8,839.50	\$ 8,839.50
24	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 5,325.00	\$ 266,250.00
25	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 5,325.00	\$ 15,975.00
26	48" Manhole, Extra Depth	185.2	VertFt	\$ 266.25	\$ 49,309.50
27	60" Manhole, Extra Depth	2.7	VertFt	\$ 431.33	\$ 1,164.60
28	Connection to Existing Manhole	2	Each	\$ 1,597.50	\$ 3,195.00
29	Manhole Abandonment	34	Each	\$ 798.75	\$ 27,157.50
30	Manhole Removal	1	Each	\$ 1,917.00	\$ 1,917.00
31	Elevated GSL Removal	614	LinFt	\$ 31.95	\$ 19,617.30
32	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 479.25	\$ 19,313.78
33	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 90.83	\$ 91,284.15
34	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 140.84	\$ 27,745.48
35	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 185.76	\$ 11,145.60
36	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 46.36	\$ 20,491.12
37	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 59.70	\$ 9,671.40
38	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 74.86	\$ 111,391.68
39	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 124.86	\$ 822,203.10
40	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 83.22	\$ 3,661.68
41	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 112.69	\$ 45,188.69
42	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 169.93	\$ 199,667.75
43	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 61.92	\$ 6,192.00
44	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 91.39	\$ 9,139.00
45	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 143.31	\$ 83,119.80
46	Top Soil Restoration	4,409	LinFt	\$ 10.65	\$ 46,955.85
47	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 217.86	\$ 54,900.72

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Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
48	Concrete Saddle Support	9	Each	\$ 2,662.50	\$ 23,962.50
49	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1,810.50	\$ 27,881.70
50	10 HP 42 Pile Support	126	LinFt	\$ 745.50	\$ 93,933.00
51	Crushed Stone Foundation Stabilization	149	CuYd	\$ 106.50	\$ 15,868.50
52	Select Borrow Material	490	CuYd	\$ 25.56	\$ 12,524.40
53	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 1,443.08	\$ 4,329.24
54	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 3,351.56	\$ 16,757.80
55	4" Service Line Connection to Manhole	2	Each	\$ 532.50	\$ 1,065.00
56	6" Service Line Connection to Manhole	2	Each	\$ 639.00	\$ 1,278.00
57	4" PVC Cleanout	5	Each	\$ 165.08	\$ 825.40
58	6" PVC Cleanout	2	Each	\$ 197.03	\$ 394.06
59	4" PVC Service Line, Sch. 40	100	LinFt	\$ 17.02	\$ 1,702.00
60	6" PVC Service Line, Sch. 40	60	LinFt	\$ 21.31	\$ 1,278.60
61	Connection to Existing Service	7	Each	\$ 852.00	\$ 5,964.00
<b>TOTAL BASE BID PRICE</b>				<b>\$ 3,552,515.23</b>	

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

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

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

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

X Resident Contractor \_\_\_\_\_ Non-Resident Contractor  
(See Information for Bidders)

Respectfully submitted this the 26<sup>th</sup> day of September, 2023.

By   
Title President

Company Paul Smith Const. Co. Inc.

Address PO Box 357 Belden, MS 38826

Phone 662-844-0794

Employer Identification No. 64-0727854

Email Address PaulSmithConst@a11.net

SEAL (If bid is by a corporation.)



Consultant Service Unit - Rev. 11/13/08

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**Project No: TUPELO SRF FY22 B&B SEWER REPLACEMENT REBIDTermini: CITY OF TUPELO, SRF PROJECT C280-855-08

Prime Consultant: \_\_\_\_\_

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

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

459901

EEV\* Company Identification Number [Required]

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

BY:   
Authorized Officer or Agent9-26-23

Date

Wesley Nelson  
Printed Name of Authorized Officer or AgentPresident  
Title of Authorized Officer or Agent of Contractor / ConsultantSWORN TO AND SUBSCRIBED before me on this the 26<sup>th</sup> day of September, 2023.Margorie Randall  
NOTARY PUBLIC  
My Commission Expires: 5-30-25

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

REVISED by Addendum 1

## ATTACHMENT 2 SAMPLE STEP CERTIFICATION

(Company Letterhead)

Date 9-26-23

Company Name Paul Smith Construction Co., Inc

Company Address PO Box 357

City, State Zip Beldan, MS 38824

Subject: American Iron and Steel Step Certification for WPCRLF Project No. SRF  
C280 25-08

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated by Section 436 of the Consolidated Appropriations Act, 2014 (P.L. 113-76).

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

## Contractor's American Iron and Steel Act Certification

The Contractor acknowledges to and for the benefit of Owner that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Loan Fund (WPCRLF) that have requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the WPCRLF).

Wesley Nelson  
 Prime or Subcontractor's Name

 9-26-23  
 Signature/Date

( ) I am unable to certify to the above statements. Attached is my explanation.

## BID FORM

Proposal of Argo Construction Corp. (hereinafter called "BIDDER"), organized and existing under the Laws of the State of Tennessee doing business as a Corporation \* to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

#1 9.21.23

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

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:

31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to commodities grown, processed, or manufactured within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities grown, processed, or manufactured within this State shall be given preference. A similar preference shall be given to commodities grown, processed, or manufactured within this State whenever purchases are made without competitive bids, and when practical the Office of General Services may by regulation establish reasonable preferential policies for other commodities, giving preference to resident suppliers of this State.

REBISED by Addendum 1

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Bid Form – SRF Sewer

2023.09.20

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

3-09394

**BASE BID UNIT PRICE ITEMS**

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

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
<b>01 00 00 GENERAL REQUIREMENTS</b>					
1	Construction Record Documents	1	LS	\$ 6,300 <sup>-</sup>	\$ 6,300 <sup>-</sup>
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 25,000 <sup>-</sup>	\$ 25,000 <sup>-</sup>
3	Temporary Silt Fence	1,000	LinFt	\$ 3 <sup>-</sup>	\$ 3,000 <sup>-</sup>
4	Wattles	100	LinFt	\$ 15 <sup>50</sup>	\$ 1,550 <sup>-</sup>
5	Mobilization	1	LS	\$ 50,000 <sup>-</sup>	\$ 50,000 <sup>-</sup>
<b>31 00 00 EARTHWORK</b>					
6	Seeding & Mulching	10,917	LinFt	\$ 1 <sup>50</sup>	\$ 16,375 <sup>50</sup>
7	Riprap, 200lb	180	Ton	\$ 87 <sup>75</sup>	\$ 15,795 <sup>-</sup>
<b>32 00 00 EXTERIOR IMPROVEMENTS</b>					
8	Crushed Stone Resurfacing	100	CuYd	\$ 110 <sup>-</sup>	\$ 11,000 <sup>-</sup>
<b>33 00 00 UTILITIES</b>					
9	Sewer Line Cleaning	3,335	LinFt	\$ 6 <sup>55</sup>	\$ 21,844 <sup>25</sup>
10	Sewer Line Television Inspection	3,335	LinFt	\$ 2 <sup>02</sup>	\$ 6,736 <sup>70</sup>
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 2 <sup>02</sup>	\$ 6,736 <sup>70</sup>
12	Root Cutting	1,668	LinFt	\$ 5 <sup>43</sup>	\$ 9,057 <sup>24</sup>
13	Protruding Tap Removal	6	Each	\$ 285 <sup>-</sup>	\$ 1,710 <sup>-</sup>
14	10" CIPP Lining	786	LinFt	\$ 64 <sup>50</sup>	\$ 50,697 <sup>-</sup>
15	12" CIPP Lining	1,758	LinFt	\$ 74 <sup>50</sup>	\$ 130,971 <sup>-</sup>
16	15" CIPP Lining	450	LinFt	\$ 81 <sup>50</sup>	\$ 36,675 <sup>-</sup>
17	Service Reinstatement (CIPP)	22	Each	\$ 4 <sup>-</sup>	\$ 88 <sup>-</sup>
18	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 6 <sup>25</sup>	\$ 3,850 <sup>-</sup>
19	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 840 <sup>-</sup>	\$ 487,200 <sup>-</sup>
20	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 680 <sup>-</sup>	\$ 68,000 <sup>-</sup>



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Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 650 <sup>-</sup>	\$ 65,000 <sup>-</sup>
22	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 4,900 <sup>-</sup>	\$ 9,800 <sup>-</sup>
23	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 7,300 <sup>-</sup>	\$ 7,300 <sup>-</sup>
24	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 4,800 <sup>-</sup>	\$ 240,000 <sup>-</sup>
25	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 4,500 <sup>-</sup>	\$ 13,500 <sup>-</sup>
26	48" Manhole, Extra Depth	185.2	VertFt	\$ 300 <sup>-</sup>	\$ 55,560 <sup>-</sup>
27	60" Manhole, Extra Depth	2.7	VertFt	\$ 550 <sup>-</sup>	\$ 1,485 <sup>-</sup>
28	Connection to Existing Manhole	2	Each	\$ 2,100 <sup>-</sup>	\$ 4,200 <sup>-</sup>
29	Manhole Abandonment	34	Each	\$ 650 <sup>-</sup>	\$ 22,100 <sup>-</sup>
30	Manhole Removal	1	Each	\$ 1,100 <sup>-</sup>	\$ 1,100 <sup>-</sup>
31	Elevated GSL Removal	614	LinFt	\$ 17 <sup>-</sup>	\$ 10,438 <sup>-</sup>
32	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 1,000 <sup>-</sup>	\$ 40,300 <sup>-</sup>
33	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 125 <sup>-</sup>	\$ 125,625 <sup>-</sup>
34	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 175 <sup>-</sup>	\$ 34,475 <sup>-</sup>
35	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 230 <sup>-</sup>	\$ 13,800 <sup>-</sup>
36	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 85 <sup>-</sup>	\$ 37,570 <sup>-</sup>
37	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 100 <sup>-</sup>	\$ 16,200 <sup>-</sup>
38	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 115 <sup>-</sup>	\$ 171,120 <sup>-</sup>
39	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 159 <sup>-</sup>	\$ 1,047,015 <sup>-</sup>
40	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 115 <sup>-</sup>	\$ 5,060 <sup>-</sup>
41	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 148 <sup>-</sup>	\$ 59,348 <sup>-</sup>
42	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 200 <sup>-</sup>	\$ 235,000 <sup>-</sup>
43	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 90 <sup>-</sup>	\$ 9,000 <sup>-</sup>
44	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 115 <sup>-</sup>	\$ 11,500 <sup>-</sup>
45	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 165 <sup>-</sup>	\$ 95,700 <sup>-</sup>
46	Top Soil Restoration	4,409	LinFt	\$ 1 <sup>50</sup>	\$ 6,613 <sup>50</sup>
47	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 541 <sup>90</sup>	\$ 136,558 <sup>80</sup>

3-09394

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
48	Concrete Saddle Support	9	Each	\$ 890 <sup>-</sup>	\$ 8,010 <sup>-</sup>
49	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 350 <sup>-</sup>	\$ 5,390 <sup>-</sup>
50	10 HP 42 Pile Support	126	LinFt	\$ 700 <sup>-</sup>	\$ 88,200 <sup>-</sup>
51	Crushed Stone Foundation Stabilization	149	CuYd	\$ 160 <sup>-</sup>	\$ 23,840 <sup>-</sup>
52	Select Borrow Material	490	CuYd	\$ 20 <sup>-</sup>	\$ 9,800 <sup>-</sup>
53	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 555 <sup>-</sup>	\$ 1,665 <sup>-</sup>
54	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 1,242 <sup>-</sup>	\$ 6,210 <sup>-</sup>
55	4" Service Line Connection to Manhole	2	Each	\$ 1,000 <sup>-</sup>	\$ 2,000 <sup>-</sup>
56	6" Service Line Connection to Manhole	2	Each	\$ 1,000 <sup>-</sup>	\$ 2,000 <sup>-</sup>
57	4" PVC Cleanout	5	Each	\$ 285 <sup>-</sup>	\$ 1,425 <sup>-</sup>
58	6" PVC Cleanout	2	Each	\$ 400 <sup>-</sup>	\$ 800 <sup>-</sup>
59	4" PVC Service Line, Sch. 40	100	LinFt	\$ 40 <sup>-</sup>	\$ 4,000 <sup>-</sup>
60	6" PVC Service Line, Sch. 40	60	LinFt	\$ 45 <sup>-</sup>	\$ 2,700 <sup>-</sup>
61	Connection to Existing Service	7	Each	\$ 880 <sup>-</sup>	\$ 6,160 <sup>-</sup>
TOTAL BASE BID PRICE				\$	3,590,154 <sup>69</sup>

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

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

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

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

\_\_\_\_\_  
(See Information for Bidders)

Resident Contractor \_\_\_\_\_ X Non-Resident Contractor

Respectfully submitted this the 26<sup>TH</sup> day of SEPTEMBER, 2023.

By

Title JOHN A. BRYANT II / PRESIDENT

Company ARGO CONSTRUCTION CORPORATION

Address P.O. Box 4117 Cordova, TN 38008-4117

Phone (901) 758-3673

Employer Identification No. 62-1130585

Email Address JBRYANT@ARGOCONSTRUCTIONCORP.COM

SEAL (If bid is by a corporation.)

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Argo Construction Corporation  
 as Principal, and Travelers Casualty and Surety Company of America  
 as Surety, are hereby held and firmly bound unto City of Tupelo  
 as owner in the penal sum of Five Percent (5%) of Amount Bid

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

Signed, this 26th day of September, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to  
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter  
 into contract in writing, for the TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID,  
SRF PROJECT NO. C280 855-08.

NOW, THEREFORE,

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

event, exceed the penal amount of this obligation as herein stated.

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

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

Argo Construction Corporation

(L.S.)

Principal

JOHN A. BRYANT II / PRESIDENT

Travelers Casualty and Surety Company of America

Surety

SEAL

By:

Matthew J. Lammell, Attorney-in-Fact and Mississippi Nonresident Agent

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Countersigned By:

Trina Cobb, Attorney-in-Fact and Mississippi Resident Agent

Fisher Brown Bottrell Insurance, Inc.  
P. O. Box 1490  
Jackson, MS 39215-1490

09394

00 43 13

REVISED by Addendum 1  
Bid Bond - SRF Sewer

2023.09.21

Page 2 of 2



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

**POWER OF ATTORNEY**

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

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



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, **2026**



  
 Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **26th** day of **September**, **2023**



  
 Kevin E. Hughes, Assistant Secretary

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



## C

West's Tennessee Code Annotated

Title 12. Public Property, Printing and Contracts

 . Public Contracts

 . **Bidding Preferences**

→ **§ 12-4-802. Reciprocal preferences**

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

## CREDIT(S)

## LIBRARY REFERENCES

## Key Numbers



Westlaw Key Number Search: 316Ak5.1.

## Corpus Juris Secundum

to .

T. C. A. § 12-4-802, TN ST § 12-4-802

Current with laws from the 2009 First Reg. Sess., eff. through April 15, 2009.

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END OF DOCUMENT

Consultant Service Unit - Rev. 11/13/08

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**Project No: TUPELO SRF FY22 B&B SEWER REPLACEMENT REBIDTermini: CITY OF TUPELO, SRF PROJECT C280-855-08Prime Consultant: ARGO CONSTRUCTION CORPORATION

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

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

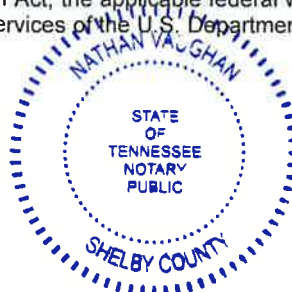
135868

EEV\* Company Identification Number [Required]

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

BY: [Signature]  
Authorized Officer or AgentSEPTEMBER 26, 2023  
DateJOHN A. BRYANT II  
Printed Name of Authorized Officer or AgentPRESIDENT  
Title of Authorized Officer or Agent of Contractor / ConsultantSWORN TO AND SUBSCRIBED before me on this the 25<sup>th</sup> day of September, 2023.[Signature]  
NOTARY PUBLICMy Commission Expires: February 23, 2025My Commission Expires  
February 23, 2025

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



REVISED by Addendum 1

3-09394



**ADDENDUM NO. 1**  
**TO THE**  
**PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS**  
**FOR**  
**TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280-855-08**  
**FOR**  
**CITY OF TUPELO**  
**LEE COUNTY, MISSISSIPPI**

This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for TUPELO SRF FY 22 B&B SEWER REPLACEMENT REBID dated SEPTEMBER 2023, and shall remain in full force except as herein amended.

**CONTRACT DOCUMENTS**

1. REPLACE bound "00 41 43 BID FORM" with attached "00 41 43 Bid Form", marked "REVISED by Addendum 1".

Added pay item for 10" CIPP Lining and revised pay item numbers and some quantities.

2. REPLACE bound "00 43 13 BID BOND" with attached "00 43 13 Bid Bond", marked "REVISED by Addendum 1".

Added "Rebid" to project name.

3. REPLACE bound "00 45 00 EEV" with attached "00 45 00 EEV", marked "REVISED by Addendum 1".


Added "Rebid" to project name.

**SPECIFICATIONS**

4. No burning will be allowed within the City Limits of Tupelo for clearing and grubbing debris.

5. Romac "CB" Sewer Saddles or Inserta Tees will be considered acceptable in lieu of 12" and 18" tee/wye fittings for sewer service connections to new gravity sewer lines.

This the 21<sup>st</sup> day of September, 2023.

  
David Long, P.E.  
Project Engineer

# Memo

**To:** Tupelo City Council

**From:** Tupelo Traffic Committee

**Subject:** Review/Approve Traffic Committee Minutes of September 21, 2023

**Date:** September 28, 2023

---

Attached are the minutes of the Traffic Committee Meeting on September 21, 2023. The following is a summary of their actions.

## Old Business:

1. A request from Mr. Jack Foster, 1018 Ridgepark Drive, Tel. 662-231-4095, [jbfoster67@gmail.com](mailto:jbfoster67@gmail.com), for the installation of a 4-way stop at Jeff Homan Blvd and Graham Drive (currently a 2-way stop on Graham Drive).

Action: Denied

2. A request from Ms. Bridgett Betts, Dynasty College at 449 N. Front Street, Tel. 662-841-0710, for the following:
  - a) A reduction of the speed limit to 30 mph near the entrance to the Dynasty College parking lot
  - b) Signs and flashing lights on the north and south sides of the entrance, warning drivers that they are in a school zone
  - c) A crosswalk on Front Street from the school's parking lot to the public parking lot, north of the Tupelo Police Department
  - d) Permission for students to park in the public parking lot north of the Tupelo Police Department.

Action: Denied (a), (b), and (c). Approved (d) if okay with TPD.

## New Business

1. A request from Mr. Jessie King, 1184 Indian Trail, Tel. 662-842-3948, for the installation of "No Parking" signs on both sides of Indian Trail up to Hilda Avenue.

Action: Approved

2. A request from Ms. Daijah Thompson, 505 Perry Avenue, Tel. 662-322-6226, for the installation of "Children At Play" signs on Perry Avenue.

Action: Approved

3. A request from Mr. John Gaston, 1764 Columbine Drive, Tel. 662-401-0048, for the installation of speed tables on Columbine Drive.

Action: Does not qualify

4. A request from Mr. Trae Belk, 814 West Bay Circle, Tel. 662-231-9173, for the installation of speed tables on Mahogany Drive (Wildwood Subdivision).

Action: Postponed

5. A request from Mr. Kenneth McNeal, 1251 Dogwood Drive, Tel. 662-255-9894, for the installation of speed tables or multiple stop signs on Dogwood Drive to slow down traffic.

Action: Denied

6. A request from Mr. Cal Smith, 1218 Marshall Street, Tel. 662-841-0800, for the installation of the following on Marshall Street:
  - a) Three (3) speed tables
  - b) Two (2) speed limit signs
  - c) Two (2) "Children At Play" signs

Action: Approved

7. A request from Mr. Martin Herman, President of Spring Lake HOA, Tel. 901-219-9202, for the installation of additional speed limit signs on Columbine Drive, Dogwood Drive and Spring Lake Drive.

Action: No action needed

8. A request from Mr. Lonn Richardson, Cedar Pointe HOA, Tel. 662-610-1258, for the installation of a "No Parking Zone" around the pool area on Arlington Drive.

Action: Approved

9. A request from Mr. Jimmy Blaylock for the installation of a traffic signal at the intersection of Green Street and Elliott Street.

Action: Postponed

10. A request from Councilman Buddy Palmer for the installation of "Deer Crossing" signs on Veterans, from Main Street to Hamm Street.



Action: Approved

11. A request from Mr. Larry Sanders, 2326 Camelot Drive, for the installation of “No Big Trucks” signs.

Action: Postponed

12. A request from Ms. Makaela Curbow, 2411 William Drive, Tel. 662-687-4443, for the installation of “Slow – Children At Play” or “Autistic Child Area” on William Drive.

Action: Approved “Children At Play” signs

13. A request from Mr. Johnny Timmons, TW&L Manager, to change the turn lanes on Kirkwood Road.

Action: Denied

## MINUTES OF THE TUPELO TRAFFIC COMMITTEE SEPTEMBER 21, 2023

A regular meeting of the Tupelo Traffic Committee was held on September 21, 2023, at 9:00 am in the 3<sup>rd</sup> floor conference room at City Hall. Members present were Mr. Dennis Bonds, Mr. Norman Cruse, Officer Patrick Johnson, Ms. Laura Kramer, and Mr. Barton Wynn. Mr. Brent Spears was present to represent the Public Works Department. Mr. Michael Montgomery, Mr. Emmitt Foster and Mr. Mike Williams were absent.

Audience members were Mr. Johnny Timmons, Manager TW&L, Mr. Don Lewis, COO, Mr. Chuck Williams, Public Works Director, Officer Jeffery Griffin and Mrs. Janet Gaston, Councilwoman Ward 6.

### **Call to Order**

The meeting was called to order by Mr. Dennis Bonds.

### **Old Business**

1. **A request from Mr. Jack Foster, 1018 Ridgepark Drive, Tel. 662-231-4095, [jbfooster67@gmail.com](mailto:jbfooster67@gmail.com), for the installation of a 4-way stop at Jeff Homan Blvd and Graham Drive (currently a 2-way stop on Graham Drive).**

Officer Johnson noted that the TPD only has a few crash reports at this intersection. Therefore, Mr. Dennis Bonds made a motion to deny this request. Mr. Barton Wynn seconded the motion and it passed unanimously.

2. **A request from Ms. Bridgett Betts, Dynasty College at 449 N. Front Street, Tel. 662-841-0710, for the following:**
  - a) **A reduction of the speed limit to 30 mph near the entrance to the Dynasty College parking lot**
  - b) **Signs and flashing lights on the north and south sides of the entrance, warning drivers that they are in a school zone**
  - c) **A crosswalk on Front Street from the school's parking lot to the public parking lot, north of the Tupelo Police Department**
  - d) **Permission for students to park in the public parking lot north of the Tupelo Police Department.**

Mr. Dennis Bonds made a motion to deny parts (a), (b) and (c) and approve part (d) if it is okay with the TPD. Ms. Laura Kramer seconded the motion and it passed unanimously.

### **New Business**

1. **A request from Mr. Jessie King, 1184 Indian Trail, Tel. 662-842-3948, for the installation of "No Parking" signs on both sides of Indian Trail up to Hilda Avenue.**

Mr. Dennis Bonds made a motion to approve this request which was seconded by Mr. Norman Cruse. The motion passed unanimously.

2. **A request from Ms. Daijah Thompson, 505 Perry Avenue, Tel. 662-322-6226, for the installation of “Children At Play” signs on Perry Avenue.**

Mr. Norman Cruse made a motion to approve this request. Officer Patrick Johnson seconded the motion and it passed unanimously.

3. **A request from Mr. John Gaston, 1764 Columbine Drive, Tel. 662-401-0048, for the installation of speed tables on Columbine Drive.**

Mr. Dennis Bonds noted that Columbine Drive is classified as a Local Road and does not qualify for speed tables.

4. **A request from Mr. Trae Belk, 814 West Bay Circle, Tel. 662-231-9173, for the installation of speed tables on Mahogany Drive (Wildwood Subdivision).**

Mr. Dennis Bonds noted that Mahogany Drive is classified as a residential street and is eligible for speed tables. He also noted that there is not an established HOA in this neighborhood. Several members voiced concerns about the length of the street and if there is an actual speeding problem. Mr. Bonds then made a motion to postpone this item until further information could be obtained from Mr. Belk. The motion was seconded by Mr. Barton Wynn and it passed unanimously.

5. **A request from Mr. Kenneth McNeal, 1251 Dogwood Drive, Tel. 662-255-9894, for the installation of speed tables or multiple stop signs on Dogwood Drive to slow down traffic.**

Mr. Dennis Bonds noted that Dogwood Drive is classified as a residential street and is eligible for speed tables. He also noted that the MUTCD does not allow stop signs to be placed for speed control. Mr. Bonds stated that these types of requests should come from the Homeowner's Association in neighborhoods where one is established and active. Therefore, he made a motion to deny both parts of this request and allow the HOA to request if desired. Ms. Laura Kramer seconded the motion and it passed unanimously.

6. **A request from Mr. Cal Smith, 1218 Marshall Street, Tel. 662-841-0800, for the installation of the following on Marshall Street:**

- a) **Three (3) speed tables**
- b) **Two (2) speed limit signs**
- c) **Two (2) “Children At Play” signs**

Mr. Dennis Bonds noted that Marshall Street is classified as a residential street and is eligible for speed tables. He also noted that there is not an HOA established in this neighborhood. Mr. Cal Smith provided a completed petition with the required signatures. (See attachment “A”.) Mr. Norman Cruse made a motion to approve the installation of two (2) speed tables, two (2) speed limit signs (20 mph) and two (2) “Children At Play” signs. Mr. Brent Spears seconded the motion and it passed unanimously.

7. **A request from Mr. Martin Herman, President of Spring Lake HOA, Tel. 901-219-9202, for the installation of additional speed limit signs on Columbine Drive, Dogwood Drive and Spring Lake Drive.**

Mr. Chuck Williams, Public Works Director, noted that these types of requests, if there's no change to the existing speed limit, can be made directly to the Public Works Department. Therefore, no action was needed by the Traffic Committee.

8. **A request from Mr. Lonn Richardson, Cedar Pointe HOA, Tel. 662-610-1258, for the installation of a "No Parking Zone" around the pool area on Arlington Drive.**

Mr. Dennis Bonds stated that the pool area at Cedar Pointe is located between the intersection of Arlington Drive and Cressant Street and the curve on Arlington Drive and that parking on the street in this area could cause a sight hazard for through traffic. Residents going to the pool can also park on Cressant Street or Bartlett Lane which also run beside the pool area and would not cause a hazard. Officer Patrick Johnson made a motion to approve this request which was seconded by Mr. Dennis Bonds. The motion passed unanimously.

9. **A request from Mr. Jimmy Blaylock for the installation of a traffic signal at the intersection of Green Street and Elliott Street.**

Mr. Dennis Bonds made a motion to postpone this item until crash data and a traffic count could be obtained to see if it meets any of the eight (8) warrant conditions for a traffic signal. Mr. Norman Cruse seconded the motion and it passed unanimously.

10. **A request from Councilman Buddy Palmer for the installation of "Deer Crossing" signs on Veterans, from Main Street to Hamm Street.**

Officer Patrick Johnson made a motion to install these signs in front of the Aquatic Center. The motion was seconded by Ms. Laura Kramer and it passed unanimously.

11. **A request from Mr. Larry Sanders, 2326 Camelot Drive, for the installation of "No Big Trucks" signs.**

Officer Johnson stated that he believes this type of request is already covered by Code Enforcement without the need of signs. Mr. Dennis Bonds made a motion to postpone this item and check with Code Enforcement. Officer Johnson seconded the motion and it passed unanimously.

12. **A request from Ms. Makaela Curbow, 2411 William Drive, Tel. 662-687-4443, for the installation of "Slow – Children At Play" or "Autistic Child Area" on William Drive.**

Mr. Barton Wynn made a motion to approve the installation of "Children At Play" signs which was seconded by Mr. Dennis Bonds. The motion passed unanimously.

13. **A request thru Mr. Johnny Timmons, TW&L Manager, to change the turn lanes on Kirkwood Road.**

Mr. Johnny Timmons stated that he had received a request from some residents on Kirkwood Road to change the striping where Kirkwood Road intersects Cliff Gookin from the current “Left Turn Only” and “Straight Thru and Right Turn” to “Left Turn and Straight Thru” and “Right Turn Only”. The residents state that the amount of traffic on Cliff Gookin trying to get into the high school prevents people from turning right onto Cliff Gookin and backs up traffic on Kirkwood Road. There was much discussion about this issue with concern that this change would not improve the flow of traffic coming off of Kirkwood Road. Mr. Norman Cruse made a motion to deny this request. Ms. Laura Kramer seconded the motion and it passed unanimously.

With there being no further business, Mr. Norman Cruse made a motion to adjourn the meeting. Mr. Barton Wynn seconded the motion and it passed unanimously.

Submitted by: Pam Blassingame

(6)

7/24/2023  
MARSHALL ST

- 3 Speed tables
- 2 Speed limit signs
- 2 children at play  
(balls etc may be  
in street accidentally)

Cal Smith  
1218 Marshall  
662-841-0800

**Barber**  
**Printing**  
INC.

811A Varsity Drive  
Tupelo, MS 38801  
Phone (662) 841-1584  
Fax (662) 841-1589  
goodimpressions@barberprinting.com





Traffic Committee Manual		302
Section: 3 Traffic Control	Effective Date:	June 16, 2022
Speed Tables Policy	Supersedes:	

### Objective of the Speed Table Policy

To reduce vehicle speed and volume with a goal of increasing safety for pedestrians and other vehicle traffic in the area.

### Speed Tables Defined

Speed Tables are a traffic calming device that raises the entire wheelbase of a vehicle to reduce speed and volume along local residential streets. Speed tables are typically 22-foot in length (6-foot approaches, 10-foot plateau) and 3 to 6 inches above the street grade. They may be constructed of concrete, asphalt or hard plastic for areas that require temporary tables for an engineering study. It will extend the entire width of the roadway unless special design consideration is given. A few advantages of speed tables would be that they are self-enforcing traffic calmers and they may reduce speed and volume of traffic.

### Requirements of a Speed Table

Speed tables may be considered in locations that meet the following criteria:

- ✓ 1. The roadway must be classified as a two-lane street. Its classification will be that of a neighborhood residential street with a speed limit of 30 mph or less.
2. The street must have adequate sight distances to safely accommodate the speed tables as determined by an engineer.
3. The speed tables must not interfere with existing street drainage, property access or driveways.
4. The street must not have curves or grades that prevent safe placement of the speed table. A speed table shall not be placed on streets with a vertical grade of more than 8% on their immediate approaches.
5. Special designed tables that do not meet these standards may be submitted for review by the engineer.
6. Speed Tables are typically in pairs 300 to 500 feet apart, depending on the engineer's recommendations.
7. All locations shall be signed and striped in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD).
8. Locations that may have a potential to decrease driver or pedestrian safety shall not be approved.
9. Locations along major thoroughfares shall not be approved. This includes any street designated as an Arterial, Collector, or Local Road.

## Attachment "A"

Item # 26.



Traffic Committee Manual		302
Section: 3 Traffic Control	Effective Date:	June 16, 2022
Speed Table Request	Supersedes:	

6

**Requirements of a Speed Study and Traffic Calming**

A Speed Study may be requested by a Neighborhood Association, Homeowners Association, a City Councilman or a private home owner. Devices such as the SCAT trailer, traffic counters, cameras, and other available technology may be used to collect data to determine the traffic count, severity of vehicle speeding, and time distribution of traffic through the area. The requesting group or person must submit an application. The application must provide the name, address, email, phone number and location of the project to be considered (Exhibit A). The application will be submitted to [www.trafficcommittee@tupeloms.gov](mailto:www.trafficcommittee@tupeloms.gov). The application will be reviewed by the city engineer. If the application meets the speed table requirements the requesting group will be notified of the next step.

Prior to placement of traffic calming devices, the requesting group will be responsible for doing their due diligence. The requesting group must present a consensus from 60% of the residents adjacent to the subject area, to be determined by the city engineer. Consent is to take the form of a formal petition that will contain the properties residents' names, addresses, phone number, email and signature (Exhibit B). The request along with the petitions will be sent to the City of Tupelo attn. Traffic Committee to be reviewed. The traffic Committee has the option of recommending approval or alternate traffic calming measures. The committee's recommendation will be sent to the Tupelo City Council for final approval. Once this process is complete, it will be placed on the Speed Table Project List.

- 23 houses on Marshall (60% signatures required)
  - City Engineer Dennis Bonds 662-841-2078  
Chairman of Tupelo Traffic Committee
  - Pam Blasingame Secretary Traffic Committee 662-841-6460
  - Public Works Chuck Williams 662-841-6467
  - Receptionists Jessica and Christen
- $23 \times .6 = 13.8/14$  required signatures



Traffic Committee Manual	Policy #	302
Section: Calming Request	Effective Date:	June 7, 2022
Exhibit "B"	Supersedes:	

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## TRAFFIC CALMING REQUEST

NEIGHBORHOOD JOYNER

NAME	EMAIL	ADDRESS	PHONE	SIGNATURE
1. CAL SMITH	N/A	1218 MARSHALL ST.	841-0800	Cal Smith
2. Terry Goin		1202 Marshall	678-3433	Terry Goin
3. Carley Hughes		1206 Marshall	750-1916	Carley Hughes
4. Jonathan Burt		1329 Marshall St	322-2344	Jonathan Burt
Karla Heaton 5. Karl Heaton		1314 Marshall St	703 997 8452	Karl Heaton
6. Margaret Parker		1327 Marshall	662-687-28	Margaret Parker
7. Maria Dean		1325 Marshall	255 7864	Maria Dean
8. Shea Wilson		1312 Marshall	850-866-7756	Shea Wilson
9. Jack Donald		1310 Marshall	601-259-4385	Jack Donald
10. Michael Kelly		1308 Marshall	769-226-7344	Michael Kelly
11. Vanessa Bonding		1302 Marshall	662-322-1885	Vanessa Bonding
12. Leela Frulka		1214 Marshall	662-321-8706	Leela Frulka
13. Erin N/A		1211 Marshall	442 213 3609	Erin N/A
14. Mary Russell		1209 Marshall	662 871-6538	Mary Russell
15. Niobe Green		1101 Chester	662 255 9725	Niobe Green
16. Austin Bailey		1009 Chester	662-610-6236	Austin Bailey

**ORDER**

**AN ORDER AUTHORIZING THE CONVEYANCE BY DONATION OF CERTAIN  
REAL PROPERTY LOCATED AT 1112 CHAPMAN DRIVE TO THE  
NEIGHBORHOOD DEVELOPMENT CORPORATION BY VIRTUE OF IT BEING A  
BONA FIDE NOT-FOR-PROFIT CIVIC OR ELEEMOSYNARY CORPORATION  
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSISSIPPI**

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

**WHEREAS**, the City of Tupelo entered into an agreement with the Community Development Foundation to promote economic development by revitalizing designed areas within the City, which agreement contemplated utilizing the services of the Neighborhood Development Corporation to implement and operate the day-to-day activities necessary to further the goals of that agreement, a copy of which may be found in the Minutes of the Tupelo City Council, Book 133 at Page 51; and

**WHEREAS**, by Order of the Tupelo City Council dated August 16, 2022 authorizing the purchase of real property located at 1112 Chapman, a Warranty Deed, dated October 5, 2022 and recorded in the Office of the Chancery Clerk of Lee County, Mississippi as instrument number 2022013939, was executed by Jo Ann Griggs in favor of the City of Tupelo, and such real property is more particularly described as follows:

LOT #7, ON THE NORTH SIDE OF CHAPMAN DRIVE, ACCORDING TO AN UNRECORDED PLAT OF A SUBDIVISION MADE BY WELCH & COMPANY, DATED MAY 5, 1947, AND LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, AND RUN SOUTH, 425 FEET; THENCE WEST, 500 FEET TO AN IRON STAKE FOR A POINT OF BEGINNING; SAID POINT OF BEGINNING BEING IN THE NORTH LINE OF CHAPMAN DRIVE; THENCE NORTH 125 FEET TO A STAKE; THENCE WEST, 50 FEET TO A STAKE; THENCE SOUTH, 125 FEET TO A STAKE ON THE NORTH LINE OF CHAPMAN DRIVE; THENCE EAST ALONG THE NORTH LINE OF CHAPMAN DRIVE, 50 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI. SUBJECT TO AN EASEMENT FOR UTILITIES ACROSS NORTH FIVE FEET OF THIS LOT.

IT BEING INTENDED TO CONVEY THAT SAME PROPERTY HAVING BEEN CONVEYED TO THE CITY OF TUPELO, MISSISSIPPI BY JO ANN GRIGGS ON OCTOBER 5, 2022 BY WARRANTY DEED AND ON FILE IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI AS INSTRUMENT NUMBER 2022013939; and

**WHEREAS**, the City of Tupelo is desirous that this property be revitalized; and

**WHEREAS**, the Neighborhood Development Corporation is a bona fide not-for-profit civic and/or eleemosynary corporation organized and existing under the laws of the State of Mississippi, whose stated purposes are among other things, is to promote public welfare through development of low- and moderate-income areas and to foster revitalization or stabilization of low- and moderate-income areas; and

**WHEREAS**, the subject property is blighted and located in a blighted area; is not needed for governmental or related purposes; has not been used and is not to be used in the operation of the municipality. The sale of the property in the manner otherwise prescribed by law is not necessary for the financial welfare of the municipality; and

**WHEREAS**, the use of the property for the purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located, or the civic, social, educational, cultural, moral, economic or industrial welfare thereof; and

**WHEREAS**, the conveyance by the City of Tupelo to Neighborhood Development Corporation of the subject property will foster the redevelopment and improvement of the area in which it is located and the civic, economic and industrial welfare of the municipality; and

**WHEREAS**, title to the property will revert to the municipality if the Neighborhood Development Corporation does not fulfill the purpose for which the property was conveyed and satisfy all conditions imposed on the conveyance within two (2) years of the date of the conveyance; and

**WHEREAS**, the City of Tupelo shall retain all mineral rights that it owns, together with the right of ingress and egress to remove same.

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

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of its authority in the care, management and control of its property, and in the best interest of the health, safety and welfare of its citizens by securing necessary interests in real property for the provision of utility services.
2. The Mayor and City Clerk are hereby authorized to convey by donation to Neighborhood Development Corporation the real property known as 1112 Chapman Drive as more

particularly described in the above-referenced Warranty Deed wherein the property was conveyed to the municipality.

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

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

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

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

By: Travis Beard  
 TRAVIS BEARD

City Council President

ATTEST:

Missy Shelton  
 MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
 TODD JORDAN, Mayor

10-3-23  
 DATE