

# **REGULAR CITY COUNCIL MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**JULY 18, 2023**

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, July 18, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Stephen Reed, Assistant City Attorney, and Missy Shelton, Clerk of the Council. Council Member Lynn Bryan was absent. Council Member Davis introduced Rev. Chris Traylor, who led the invocation. Council Member Buddy Palmer 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 confirm the agenda and agenda order, as presented. Of those present, the vote was unanimous in favor.

### **EMPLOYEE RECOGNITION**

Mayor Todd Jordan recognized Cadence Bank Arena Director Kevan Kirkpatrick for 20 years of service with the City of Tupelo.

### **PUBLIC RECOGNITION**

Council Member Davis told everyone about the upcoming grand opening of the Mayfield Dynasty establishment to be held on July 28 at 6:00 PM. and invited all to attend. She also asked for prayers for Bridgett Wilson who recently lost her father.

Council Member Palmer congratulated Kevan Kirkpatrick on a job well done with the Cadence Bank Arena and Conference Center. He stated that Kevan is a real asset to the City of Tupelo.

Council Member Jones gave congratulations to Jonathan Rogers, a recent graduate of Tupelo High School, who has recently been drafted to play pro baseball.

Council Member Gaston said the Aquatic Center and Shockwave did a great job hosting the MS State swim meet.

### **MAYOR'S REMARKS**

Mayor Todd Jordan said the Southeast Swim Meet will be held in Tupelo in a couple of weeks, and we'll have a big crowd visiting in Tupelo.

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

No one appeared to address the lot mowing on the following properties:

<u>Parcel</u>	<u>Location</u>
078D2704700	WINCHESTER CIR
088Q3400800	1815 MARTIN HILL DR
089F3017800	536 N GREEN ST
089F3018600	590-592 N GREEN ST
089F3018500	588 N GREEN ST
089F3004700	505 W BARNES ST
105D1505100	3091 MOORE AVE
078D2703300	1526 GUN CLUB RD
077F2617900	709 LAR-ELI-DO DR
077Q3605800	120 S HIGHLAND DR
079V3213100	25 HARVESTER'S SQ
079V3211200	5475 TURNING LEAF CV
075S1600102	3424 WALSH RD

**ACTION AGENDA****IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE  
(TABLED AT MAY 2, 2023 MEETING)**

Council Member Davis moved, seconded by Council Member Palmer, to bring the matter of amendments to the animal control ordinance, tabled at the May 2, 2023, meeting, off the table. Of those present, the vote was unanimous in favor.

Council member Davis moved, seconded by Council Member Gaston, to approve the Ordinance Amending Chapter 6 - Animals and Fowl - Article I - In General, and Article IV – Dogs, of the Code of Ordinances of the City of Tupelo, Mississippi. After a brief explanation of the amendments by Asst. City Attorney Stephen Reed, of those present, the vote was unanimous in favor. APPENDIX A

**ROUTINE AGENDA****IN THE MATTER OF MINUTES OF JULY 5, 2023 COUNCIL MEETING**

Council Member Palmer moved, seconded by Council Member Mims, to approve the minutes of the Regular Council meeting of July 5, 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, Davis, Gaston and Palmer. Council Member Palmer moved, seconded by Council Member Gaston, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX B

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

Council Member Davis moved, seconded by Council Member Gaston, to approve the advertising and promotional items, as presented. After a brief explanation by CFO/City Clerk Kim Hanna, of those present, the vote was unanimous in favor. APPENDIX C

**IN THE MATTER OF BUDGET AMENDMENT #8 FOR FY 2023**

Council Member Palmer moved, seconded by Council Member Gaston, to approve Budget Amendment #8 for FY 2023. Of those present, the vote was unanimous in favor. APPENDIX D

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

Council Member Davis moved, seconded by Council Member Palmer, 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 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX E

**IN THE MATTER OF OF PLANNING COMMITTEE MEETING MINUTES JUNE 5, 2023**

Council Member Palmer moved, seconded by Council Member Davis, to approve the Planning Committee minutes of the June 5, 2023, meeting. Of those present, the vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF LIENS FOR LOT MOWING**

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>Parcel</u>	<u>Location</u>
078D2704700	WINCHESTER CIR
088Q3400800	1815 MARTIN HILL DR
089F3017800	536 N GREEN ST
089F3018600	590-592 N GREEN ST
089F3018500	588 N GREEN ST
089F3004700	505 W BARNES ST
105D1505100	3091 MOORE AVE
078D2703300	1526 GUN CLUB RD
077F2617900	709 LAR-ELI-DO DR
077Q3605800	120 S HIGHLAND DR
079V3213100	25 HARVESTER'S SQ
079V3211200	5475 TURNING LEAF CV
075S1600102	3424 WALSH RD

Such properties had been previously 1) adjudicated menaces to the public health, safety and welfare of the community and in need of cleaning and 2) cleaned pursuant to Miss. Code Ann. 21-19-11 (1972 as amended). The vote was unanimous in favor. APPENDIX G

**IN THE MATTER OF DEMOLITIONS LOCATED AT 117 & 117 ½ HIGHLAND DRIVE (PARCEL 077Q-36-085-00) (TABLED AT JUNE 20, 2023 MEETING)**

Council Member Palmer moved, seconded by Council Member Davis, to take off the table the demolition of the structures located at 117 and 117 ½ Highland Drive previously tabled at the June 20, 2023 meeting. Of those present, the vote was unanimous in favor.

Council Member Gaston moved, seconded by Council Member Mims, to approve the demolition of structures located at 117 and 117 ½ Highland Drive for being a menace to the public health, safety and welfare in accordance with Mississippi Code Annotated 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF UNMARKED VEHICLE RESOLUTION**

Police Chief John Quaka submitted a Resolution with a current list of vehicles that the Tupelo Police Department maintain as unmarked. Council Member Davis moved, seconded by Council Member Palmer to approve the resolution. Of those present, the vote was unanimous in favor. APPENDIX I

**IN THE MATTER OF UNMARKED POLICE SURVEILLANCE VEHICLE**

Police Chief John Quaka submitted a Resolution to approve a seized vehicle for use with the North MS Narcotics Unit as unmarked. Council Member Gaston moved, seconded by Council Member Palmer to approve the resolution. Of those present, the vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF BID REJECTION FOR THE PACKAGE GENERATOR SYSTEM INSTALLATION AND LABOR & MATERIAL FOR TUPELO CITY HALL 2023-018PW**

Council Member Palmer moved, seconded by Council Member Davis, to reject bids for Bid # 2023-018WL - Package Generator System Installation and Labor and Material for Tupelo City Hall, because all bids received exceeded the construction cost estimate by greater than ten percent (10%). Miss. Code Anno. §31-5-39 (1972 as amended.) Of those present, the vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF BID APPROVAL FOR CITY PARK IMPROVEMENTS / ARPA DRAINAGE PROJECT BID NO. 2023-028PW**

The City advertised and accepted bids for Bid #2023-28PW – City Park Improvements/ARPA Drainage Project. Multiple bids were received with the lowest and best bid being Hodges Construction in the amount of \$317,693.75. Council Member Gaston moved, seconded by Council Member Davis, to award the bid to Hodges Construction. Of those present, the vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF CVB BOARD MINUTES OF JULY 11, 2023**

Council Member Palmer moved, seconded by Council Member Davis, to approve the CVB minutes of the July 11, 2023 meeting. Of those present, the vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF CVB INTERNATIONAL TRAVEL OCTOBER 20-23, 2023**

Council Member Davis moved, seconded by Council Member Mims, to approve a request for international travel for Jennie Bradford Curlee to travel to Brussels and Mechelen, Belgium, for the Joker Travel Event consumer show and blues concert for the time period of October 20-23, 2023, and set the maximum daily per diem rate at \$134/day. Of those present, the vote was unanimous in favor. A copy of the letter of request is attached to these minutes as APPENDIX N

**IN THE MATTER OF BAD DEBT WRITE-OFF JANUARY 2022 – JUNE 2022**

Council Member Davis moved, seconded by Council Member Palmer, to approve writing off to the bad debt file the list of Water and Light Collections accounts. The total bad debt amount represents 0.07% of the total revenue for the period of January 2022 thru June 2022. Efforts will continue to be made to collect these accounts even though they have been transferred to this accounting classification. Of those present, the vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF AN ORDER AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 1226 BOGGAN DRIVE AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A PURCHASE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE OF SAID PROPERTY**

Council Member Davis moved, seconded by Council Member Palmer to approve an order authorizing the purchase of real property located at 1226 Boggan Drive and to authorize the Mayor and City Clerk to execute a purchase agreement and all other documents necessary to effectuate the purchase of said property. Of those present, the vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF A BROADCAST RIGHTS AGREEMENT WITH 5GTV FOR THE PUBLIC BROADCASTING OF CITY COUNCIL MEETINGS AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT**

Council Member Gaston moved, seconded by Council Member Mims, to approve a broadcast rights agreement with 5GTV for the public broadcasting City Council meetings and to authorize the Mayor and City Clerk to execute all documents. Of those present, the vote was unanimous in favor. APPENDIX Q

**EXECUTIVE SESSION**

Council Member Davis moved, seconded by Council Member Palmer, to determine the need for an executive session. Assistant City Attorney Stephen Reed said the session will be the possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor.

Council Member Palmer moved, seconded by Council Member Gaston, to close the regular session and enter executive session for discussion of possible acquisition of real property under Miss. Code Anno.

25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor at 6:29 PM.

After discussion in executive session, Council Member Palmer moved, seconded by Council Member Gaston to return to the regular meeting at 6:39 PM. Of those present, the vote was unanimous in favor.

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Mims moved, seconded by Council Member Gaston, to adjourn the meeting. Of those present, the vote was unanimous in favor.

This the 18th day of July, 2023, at 6:39 PM.

  
\_\_\_\_\_  
Travis Beard, Council President

ATTEST:

  
\_\_\_\_\_  
Missy Shelton, Council Clerk

APPROVED

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

8-2-2023  
\_\_\_\_\_  
Date

**ORDINANCE AMENDING CHAPTER 6 - ANIMALS AND FOWL,  
ARTICLE I - IN GENERAL, AND ARTICLE IV - DOGS, OF THE CODE  
OF ORDINANCES OF THE CITY OF TUPELO, MISSISSIPPI**

**WHEREAS**, Chapter 6 of the Code of Ordinances of the City of Tupelo provides the ordinances and regulations pertaining to animals and fowl within the municipal limits; and

**WHEREAS**, Article I addresses general provisions; and

**WHEREAS**, Article IV addresses domesticated dogs; and

**WHEREAS**, Miss. Code Anno. § 21-19-9 authorizes municipalities to promulgate ordinances and regulations regulating animals and fowl, including domesticated dogs; and

**WHEREAS**, municipal police departments are authorized to enforce criminal violations of state law, including the crimes of animal cruelty set forth in Miss. Code Anno. §§ 97-41-1 and 97-41-16 (1972 as amended); and

**WHEREAS**, the contemplated amendments to certain provisions of the Code of Ordinances are a proper exercise of the city's police power, necessary to protect the public health, safety, morals and general welfare, and the provisions below are necessary, fair, reasonable and in the best interests of the citizens of the city of Tupelo.

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

**SECTION 1.** The prefatory statements are hereby incorporated herein as the findings of the City Council.

**SECTION 2.** Chapter 6 - Animals and Fowl - Article I - In General Sec. 6-4 is amended to read as follows:

**Sec. 6-4. - Penalties.**

Except for Sec. 6-71, the failure or refusal of any person to comply with any of the provisions of this chapter and the violation of any provision of this chapter by any person shall constitute a violation of city ordinance and be classified as a misdemeanor. Violation of Sec. 6-71 shall be classified as a felony under Miss. Code Anno. §97-41-16. Any person guilty of any violation of any provision of this chapter shall, on conviction thereof, be subject to punishment allowed by

law. The municipal court is hereby authorized to establish a schedule of penalties for various offenses, subject to review by the City Council.

**SECTION 3.** Chapter 6 - Animals and Fowl - Article I - In General Sec. 6-8 is amended to read as follows:

**Sec. 6-8. - Cruelty to animals.**

Except as otherwise provided in Sec. 6-70 and Sec. 6-71 for a domesticated dog or cat, if any person shall intentionally or with criminal negligence override, overdrive, overload, torture, torment, unjustifiably injure, deprive of necessary sustenance, food, or drink; or cruelly beat or needlessly mutilate; or cause or procure to be overridden, overdriven, overloaded, tortured, unjustifiably injured, tormented, or deprived of necessary sustenance, food or drink; or to be cruelly beaten or needlessly mutilated or killed, any living creature, every such offender shall, for every offense, be guilty of a misdemeanor.

**SECTION 4.** Chapter 6 - Animals and Fowl - Article IV - Dogs Sec. 6-69 is amended to read as follows:

**Sec. 6-69. - Same—Impoundment, redemption or disposition of dogs.**

(a) If any dog is caused or permitted or is found to be at large within the corporate limits of the city in violation of the provisions of this article, such dog may be apprehended and impounded by any police officer or other designated official of the city, to be held or disposed of as herein provided.

(b) If any such dog is so impounded, the same shall be released to the owner thereof only if payment is made within five (5) working days to the city or its designee such sums as may be designated from time to time by the City Council for compensation for catching or otherwise apprehending such dog and for harboring and caring for such dog on a daily basis during the time of impoundment.

(c) In addition to or in lieu of impounding a dog found at large, any police officer or designated official of the city may issue to the person known to own or be in possession or control of such dog a citation for any violation of this article. Any fines imposed, as set from time to time by the City Council, shall be paid within three (3) working days of such citation. If such fine is not paid within the time prescribed, a criminal warrant shall be issued for such person who may, upon conviction of such offense before city court, be punished as provided in section 1-8 of this Code.

(d) All fees and fines imposed pursuant to this section shall be paid by any violator before a dog impounded pursuant to this article shall be released. If such fees and fines are not paid within five (5) working days, then any such dog so impounded may be destroyed or otherwise disposed of.

**SECTION 5.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-70 to read as follows:



**Sec. 6-70. Simple cruelty to domesticated dog or cat.**

If a person shall intentionally or with criminal negligence wound, deprive of adequate shelter, food or water, or carry or confine in a cruel manner, any domesticated dog or cat, or cause any person to do the same, then he or she shall be guilty of the offense of simple cruelty to a domesticated dog or cat. A person who is convicted of the offense of simple cruelty to a domesticated dog or cat shall be guilty of a misdemeanor and fined not more than One Thousand Dollars (\$1,000.00), or imprisoned not more than six (6) months, or both. Each act of simple cruelty that is committed against more than one (1) domesticated dog or cat constitutes a separate offense.

**SECTION 6.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-71 to read as follows:

**Sec. 6-71. Aggravated cruelty to domesticated dog or cat.**

(1) If a person with malice shall *intentionally torture, mutilate, maim, burn, starve* to death, crush, *disfigure*, drown, suffocate or impale any domesticated dog or cat, or cause any person to do the same, then he or she shall be guilty of the offense of aggravated cruelty to a domesticated dog or cat. Each act of aggravated cruelty that is committed against more than one (1) domesticated dog or cat shall constitute a separate offense.

(2) A person who is convicted of a first offense of aggravated cruelty to a domesticated dog or cat shall be guilty of a felony and fined not more than Five Thousand Dollars (\$5,000.00), or committed to the custody of the Department of Corrections for not more than three (3) years, or both.

(3) A person who is convicted of a second or subsequent offense of aggravated cruelty to a domesticated dog or cat, the offenses being committed within a period of five (5) years, shall be guilty of a felony and fined not more than Ten Thousand Dollars (\$10,000.00) and imprisoned in the custody of the Department of Corrections for not less than one (1) year nor more than ten (10) years.

For purposes of calculating previous offenses of aggravated cruelty under this subparagraph (3), commission of one or more acts of aggravated cruelty against one or more domesticated dogs or cats within a twenty-four-hour period shall be considered one (1) offense.

**SECTION 7.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-72 to read as follows:

**Sec. 6-72. Running at large prohibited.**

It shall be unlawful for the owner or the person having possession, charge, custody or control of any dog or dogs to cause, permit or allow same to run at large within the corporate limits of the city. The running at large of any dog or dogs shall be prima facie evidence of the violation of this section by the owner or the person having possession, charge, custody or control of such dog. The term "at large" shall mean on or off the premises of the owner; the premises of a member of the owner's family; or premises of the person or persons having the possession, charge, custody

or control of any such dog or dogs, and in each of the foregoing instances when such dog or dogs are not under control, either by leash or confined in the manners authorized in this Sec. 6-74 and Sec. 6-75 (3). Nothing in this section shall be construed to prohibit walking a dog with the use of a hand-held leash.

**SECTION 8.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-73 to read as follows:

**Sec. 6-73. General conditions of places of confinement.**

- (1) No dog shall be kept or confined in a place or condition that is not large enough to provide reasonable freedom of movement to the dog(s) contained therein.
- (2) No dog shall be kept or confined in a place or condition that is an overcrowded habitat, such as, but not limited to, too many dogs in one yard.
- (3) No dog shall be kept or confined in any place or condition where the water, shelter, ventilation, and food are not sufficient for the good health of such dog. Places of confinement shall be maintained in a clean and sanitary condition at all times.
- (4) No dog shall be kept or confined in a place or condition which becomes a nuisance, either because of noise, odor, filth, or contagion of disease.
- (5) No dog shall be kept or confined in a place or condition without adequate drainage. The dog shall be free to walk or lie down without coming into contact with standing water.
- (6) No dog shall be kept or confined outside in extreme weather conditions, for example, a winter weather advisory, heat advisory or storm or tornado warning, without adequate food, water, shelter, ventilation, shade and heating.
- (7) No dog shall be kept or confined in a place or condition that does not prevent the dog from escaping or injuring itself while attempting to escape by digging under the place. Fencing and enclosures shall be of sufficient height to prevent the dog from escaping.

**SECTION 9.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-74 to read as follows:

**Sec. 6-74. Allowed places of confinement.**

Dogs within the city limits and while on the property of their owner, custodian or temporary caretaker, shall be restrained and confined only in the manners authorized in this section, subject to the general conditions of 6-73.

- (1) Within a residence. If the dog is to be confined within a residence, the owner of such dog or the person having possession, charge, custody or control of such dog will be required to make

arrangements for the daily exercise of the dog in accordance with the other provisions of this article.

(2) Within a fenced yard. If the dog is to be confined within a fenced yard, which may include a yard enclosed by electronic fencing, fencing shall provide adequate space for exercise based on a dimension of at least 100 square feet per dog and sufficient height to prevent the dog from escaping from the fenced area.

(3) Within a kennel, run or similar enclosure. If the dog is to be confined within an enclosure, the enclosure shall provide adequate space for exercise based on a dimension of at least 100 square feet per dog, shall be constructed of chain link or similar type materials with all four sides enclosed, shall be of sufficient height to prevent the dog from escaping from such enclosure, and the top of such enclosure shall be covered with materials to provide the dog with shade and protection from the elements.

**SECTION 10.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-75 to read as follows:

**Sec. 6-75. Tethering prohibited unless certain conditions met.**

(1) No person shall, at any time, fasten, chain, tether or tie any dog or cause such dog to be fastened, chained, tethered or tied to a fixed or stationary object while such dog is on the dog owner's property, on the property of the dog owner's landlord or on the property of the person having possession, charge, custody or control of such dog.

(2) No person shall, at any time, fasten, chain, tether or tie any dog or cause such dog to be fastened, chained or tethered at an unoccupied house, barn or property.

(3) A dog may be tethered as a means of confinement only under the following limited conditions:

(a) on a tethering device provided that it is at least ten feet in length and attached to a pulley, trolley or other moveable device mounted on a cable which is at least ten feet in length and mounted no more than seven feet above ground level; and

(b) on a tethering device which shall weigh no more than  $\frac{1}{8}$  of the dog's body weight; and

(c) on a tethering device which shall be attached to the dog in such a manner as to prevent injury or strangulation to the dog and entanglement with other objects; and

(d) on a tethering device which shall not be attached to the dog by means of a pinch-type, prong-type, or choke-type collar or harness, or by means other than a properly fitted collar, harness or other device made expressly for such purpose; and

(e) Dogs tethered or confined under the provisions of this sub-section must be allowed access to fresh water and food sufficient for the good health of such dog. Adequate ventilation

must be provided as well as shelter and shade (artificial or natural) when prevailing weather conditions, including but not limited to, extreme heat and sunlight, extreme cold, rain or other extreme weather so require.

(f) Dogs tethered or confined under the provisions of this sub-section must be tethered so that the dog does not extend beyond the property of the owner, custodian or caretaker onto either public property or property owned by another.

(g) Dogs tethered or confined under the provisions of this sub-section shall not become a nuisance, either because of noise, odor, filth, or contagion of disease.

**SECTION 11.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-76 to read as follows:

**Sec. 6-76. Confinement of dangerous dogs.**

Confinement of dangerous dogs is governed by Sec. 6-102 of this Chapter.

**SECTION 12.** Chapter 6 - Animals and Fowl - Article IV - Dogs is amended to add Sec. 6-77 to read as follows:

**Sec. 6-77. Violations of Article IV. – Dogs.**

Violations of Article IV., Dogs., Division 1, Sections 6-66 through 6-76 can be used as a basis for citations or evidence used in the prosecution of simple or aggravated cruelty to domestic dogs under Miss. Code Anno. Sec. 97-41-16 (1972 as amended.)

**SECTION 13.** This amendatory ordinance has been articulated to be consistent with the constitution and laws of the State of Mississippi. The City Council finds that this amendatory ordinance does not violate any provision of the United States Constitution and laws. In the event that any court of competent jurisdiction finds that any provision of this amendatory ordinance is unconstitutional or invalid, the remainder shall stay in full force and effect.

**SECTION 14.** All ordinances, resolutions or orders in conflict herewith are repealed, effective thirty (30) days after passage of this amendment.

**SECTION 15.** This ordinance shall become effective on the thirtieth (30th) day following the adoption hereof. The City Council Clerk shall cause the ordinance to be published one (1) time in a local newspaper with a general circulation.

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

Council Member Chad Mims	<i>Aye</i>
Council Member Lynn Bryan	<i>Absent</i>
Council Member Travis Beard	<i>Aye</i>
Council Member Nettie Davis	<i>Aye</i>
Council Member Buddy Palmer	<i>Aye</i>
Council Member Janet Gaston	<i>Aye</i>
Council Member Rosie Jones	<i>Aye</i>

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 18th day of July, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: *Travis Beard*  
TRAVIS BEARD, President



ATTEST:  
*Missy Shelton*  
MISSY SHELTON, Clerk of the Council

APPROVED:  
*Todd Jordan*  
TODD JORDAN, Mayor

DATE: *7-18-2023*

**CHECK INFORMATION FOR COUNCIL MEETING  
JULY 18, 2023**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH EFT TWL ADJUSTMENTS</b>	<b>ID-419153-419159;419160-419442 50002305-50002326</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** July 18, 2023

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

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**Request:**

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

**ITEMS:**

Create      \$10,000.00      To provide sponsorship funds for the Community Forward Festival

**City of Tupelo  
 Fy 2023 Budget Revision #8**

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2023 Budget as follows:

	Original Budget	Amendment	Amended Budget
<b>General Fund Revenues</b>			
Local Taxes	7,564,566		7,564,566
Licenses & Permits	1,190,500		1,190,500
Intergovernmental Revenues	34,529,651		34,529,651
Charges for Services	628,000		628,000
Fines & Forfeits	621,000		621,000
Interest Income & Misc. Revenues	703,760		703,760
Other Financing Resources	255,322		255,322
Unreserved Fund Balance	3,604,422	-	3,604,422
<b>Total General Fund Revenues</b>	<b>49,097,221</b>	<b>-</b>	<b>49,097,221</b>

Purpose:

**Expenditures:**

**City Council**

Personnel	304,341		304,341
Supplies	7,500		7,500
Other Services & Charges	204,150		204,150
Capital	-	-	-
<b>Total City Council</b>	<b>515,991</b>	<b>-</b>	<b>515,991</b>

Purpose:

**Executive Dept.**

Personnel	967,625		967,625
Supplies	30,000		30,000
Other Services & Charges	304,850		304,850
Capital	-	-	-
<b>Total Executive Dept.</b>	<b>1,302,475</b>	<b>-</b>	<b>1,302,475</b>

Purpose:

**City Court**

Personnel	973,567		973,567
Supplies	32,300		32,300
Other Services & Charges	109,154		109,154
Capital	-	-	-
<b>Total City Court</b>	<b>1,115,021</b>	<b>-</b>	<b>1,115,021</b>

Purpose:



	Original Budget	Amendment	Amended Budget
<b><u>Finance Department</u></b>			
Personnel	866,256		866,256
Supplies	27,150		27,150
Other Services & Charges	555,897		555,897
Capital	286,532	-	286,532
<b>Total Finance Department</b>	<b>1,735,835</b>	<b>-</b>	<b>1,735,835</b>

Purpose:

<b><u>CVB</u></b>			
Personnel	156,445	-	156,445
<b>Total CVB Expenditures</b>	<b>156,445</b>	<b>-</b>	<b>156,445</b>

Purpose:

<b><u>Human Resources</u></b>			
Personnel	339,009		339,009
Supplies	4,100		4,100
Other Services & Charges	126,900		126,900
Capital	-	-	-
<b>Total Human Resources</b>	<b>470,009</b>	<b>-</b>	<b>470,009</b>

Purpose:

<b><u>Development Services</u></b>			
Personnel	1,597,389		1,597,389
Supplies	51,500	(632)	50,868
Other Services & Charges	193,300		193,300
Capital	-	2,132	2,132
<b>Total Development Services</b>	<b>1,842,189</b>	<b>1,500</b>	<b>1,843,689</b>

Purpose: To increase the capital budget for a portable PA System and for a scanner.

<b><u>Police Dept</u></b>			
Personnel	9,879,791		9,879,791
Supplies	772,486		772,486
Other Services & Charges	1,787,019		1,787,019
Capital	576,582	-	576,582
<b>Total Police Dept.</b>	<b>13,015,878</b>	<b>-</b>	<b>13,015,878</b>

Purpose:

<b><u>Fire Dept</u></b>			
Personnel	7,069,017		7,069,017
Supplies	403,974		403,974
Other Services & Charges	284,600	25,000	309,600
Capital	10,000	-	10,000
<b>Total Fire Dept.</b>	<b>7,767,591</b>	<b>25,000</b>	<b>7,792,591</b>

Purpose: To use contingency funds set aside for FY 2023 for the maintenance of 2 of our ladder truck units.

	Original Budget	Amendment	Amended Budget
<b>Public Works</b>			
Personnel	3,194,671		3,194,671
Supplies	406,100		406,100
Other Services & Charges	2,255,390		2,255,390
Capital	17,000	-	17,000
<b>Total Public Works</b>	<b>5,873,161</b>	<b>-</b>	<b>5,873,161</b>
Purpose:			
<b>Parks &amp; Recreation</b>			
Personnel	2,237,912		2,237,912
Supplies	441,000		441,000
Other Services & Charges	1,154,533		1,154,533
Capital	130,500	-	130,500
<b>Total Parks &amp; Rec</b>	<b>3,963,945</b>	<b>-</b>	<b>3,963,945</b>
Purpose:			
<b>Aquatics Facility</b>			
Personnel	474,713		474,713
Supplies	98,500		98,500
Other Services & Charges	462,000		462,000
Capital	10,000	-	10,000
<b>Total Aquatics Facility</b>	<b>1,045,213</b>	<b>-</b>	<b>1,045,213</b>
Purpose:			
<b>Museum</b>			
Personnel	144,794		144,794
Supplies	9,000		9,000
Other Services & Charges	40,100		40,100
Capital	5,000	-	5,000
<b>Total Museum</b>	<b>198,894</b>	<b>-</b>	<b>198,894</b>
Purpose:			
<b>Community Services</b>	<b>1,069,672</b>	<b>(1,500)</b>	<b>1,068,172</b>
Purpose: To transfer funds from events to capital for the purchase of a small sound system.			
<b>Debt Service</b>	<b>325,480</b>	<b>-</b>	<b>325,480</b>
Purpose:			
<b>Other Financing Uses</b>	<b>8,544,835</b>	<b>-</b>	<b>8,544,835</b>
Purpose:			
<b>Reserves</b>	<b>154,587</b>	<b>(25,000)</b>	<b>129,587</b>
<b>Total General Fund Expenditures</b>	<b>49,097,221</b>	<b>-</b>	<b>49,097,221</b>

	Original Budget	Amendment	Amended Budget
<b>Fund 109</b>			
<b>Coliseum Operating Fund</b>			
<b>Revenues</b>			
Charges for Services	4,500,700		4,500,700
Grants	-	801,926	801,926
Interest & Miscellaneous Income	11,470		11,470
Other Financing Sources	2,425,830	1,125,000	3,550,830
Unreserved Fund Balance	825,000	(825,000)	-
<b>Total Revenues</b>	<b><u>7,763,000</u></b>	<b><u>1,101,926</u></b>	<b><u>8,864,926</u></b>
<b>Expenditures</b>			
Personnel Services	1,451,750		1,451,750
Supplies	589,500		589,500
Other Services & Charges	3,671,750	1,101,926	4,773,676
Capital Outlay	2,050,000	-	2,050,000
<b>Total Expenditures</b>	<b><u>7,763,000</u></b>	<b><u>1,101,926</u></b>	<b><u>8,864,926</u></b>

**Purpose      To increase the budget for services resulting from better than anticipated projections for events.**

Voting

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

Aye  
~~Aye~~ Absent  
Aye  
Aye  
Aye  
Aye  
Aye

Approved:

  
 President of the Council  
 City of Tupelo

Attest:

  
 Clerk of the Council

  
 Mayor  
 City of Tupelo

Attest:

  
 City Clerk

Final Lot Mowing Report for 07/18/23

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 44318	078D2704700	WINCHESTER CIR	FAULKNER LLOYD	P O BOX 100	HOUSTON, MS 38851	DS
2. 44343	088Q3400800	1815 MARTIN HILL DR	SEARCY MELVIN & MICKIE	1815 MARTIN HILL DR	TUPELO, MS 38804	RS
3. 44351	089F3017800	536 N GREEN ST	HOSKINS PAULETTE	536 N GREEN STREET	TUPELO, MS 38804	SB
4. 44352	089F3018600	590-592 N GREEN ST	ABSOLUTE AUTO ACCEPTANCE	964 S EASON	TUPELO, MS 38804	SB
5. 44354	089F3018500	588 N GREEN ST	CHURCH SPRINGHILL MISSIONARY	BAPTIST TUPELO	TUPELO, MS 38802	SB
6. 44356	089F3004700	505 W BARNES ST	HILL JIMMY & TONI	505 BARNES ST	TUPELO, MS 38804	SB
7. 44368	105D1505100	3091 MOORE AVE	DANCER MCCOY	1103 FILLMORE DR	TUPELO, MS 38801	RS
8. 44407	078D2703300	1526 GUN CLUB RD	HIGDON CALEB	1526 GUN CLUB ROAD	TUPELO, MS 38801	TP
9. 44408	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	DS
10. 44414	077Q3605800	120 S HIGHLAND DR	WEST CHARLOTTE & ANTWAN TURNER	120 S HIGHLAND DR	TUPELO, MS 38801	SB
11. 44427	079V3213100	25 HARVESTER'S SQ	WWD LLC	P O BOX 3171	TUPELO, MS 38804	TP

Preliminary Lot Mowing Report for

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
12 44429	079V3211200	5475 TURNING LEAF CV	WWD LLC	P O BOX 3171	TUPELO, MS 38804	TP
13 44440	075S1600102	3424 WALSH RD	WILLIAMS JIMMIE ESTATE	P O BOX 184	BELDEN, MS 38826	DS
14						
15						
16						
17						
18						
19						292
20						
21						
22						
23						

**MINUTES OF THE  
TUPELO PLANNING COMMITTEE  
JUNE REGULAR MEETING  
Monday, June 5, 2023  
6:00 PM Council Chambers**

**CALL TO ORDER**

Chair Lindsey Leake called the meeting to order. Other committee members present included Mark Williams, Bentley Nolan, Pam Hadley, Leslie Mart, Patti Thompson, Gus Hildenbrand and Scott Davis. Staff members present included City Planner Jenny Savely and Zoning Administrator Russ Wilson. Committee member Victor Fleitas and Interim Director of Development Services Dennis Bonds were not present. Chair Leake asked Mark Williams to open with a prayer and Scott Davis to lead the pledge. Chair Leake then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

**REVIEW OF MINUTES**

Chair Leake asked if there were any corrections to the minutes. City Planner Savely offered an addition to the minutes which stated that Leslie Mart had been reappointed to the Committee. Scott Davis moved to approve with that addition, Seconded by Bentley Nolan and passed unanimously. Leake then opened the regular session of the meeting asking for a report on Council Actions.

**REPORT ON COUNCIL ACTIONS**

City Planner Jenny Savely said that the minutes of the May meeting would be considered at the June 6<sup>th</sup> City Council meeting which will include the Committee's approval of the Rezoning from last month. there was nothing to report at this time.

**OLD BUSINESS**

Planner Savely mentioned old business TA-22-02 remains in legal review.

**NEW BUSINESS**

Leake announced the first item on the agenda, FLEX23-04, Verizon Wireless Tower at Belden, Flexible Use Review for a 170' Telecommunications Tower. Leake asked for the staff analysis.

City Planner Savely stated that this was for a tower to be located off the eastbound 1-22 exit at McCullough Boulevard. Verizon Communications is requesting to place a 170 foot tall cell tower to serve that area to address numerous dropped calls. This is in a Mixed Use Employment Zone. A cell tower is a Use by Right in this zone. All towers above 75 feet in height require Flexible Use approval by the Planning Committee. The applicant has met all the special use requirements including landscape buffer requirements in this primarily commercially developed location except for 9 residential properties that are uphill from this location near Belden Baptist Church and up the road is the Lee County District 3 storage and supply facility. No negative impact is anticipated from this. Based on the Committee's request for information on other towers located in the area, Savely said she planned to do a deeper analysis on this. The applicant provided information on nearby towers but Savely said that 11 towers have been approved by the Planning Committee since 2003 that she estimated are over 150 feet tall. The applicant has received approval from the FAA at the proposed

location which is included in the packet along with the layout of what the tower will look like. As much of the existing vegetation will be kept as possible.

Hadley asked for confirmation on the number of towers since 2003. Savely confirmed the number at 11 but stated that the records were sporadic but she would clean that up and report back. Chair Leake asked the applicant to come forward to present their case to the committee.

Patton Caan from Birmingham, Al, representing the law firm Baker Donelson, who represents Verizon Communications who wishes to site the tower at Belden. Caan said he did not have much to add, but that the main purpose of the project is to improve coverage at this location near I-22, but would be happy to answer any questions.

Leslie Mart asked how they plan to apply the landscaping to the site once the tower is up. Savely mentioned that L-1 in the packet shows the landscape plan as well as C-2. Caan mentioned that on C-3 there is a zoomed in view. Wilson stated that the files were available on screen if Savely wishes to bring them up for closer viewing. Hildenbrand asked if they were using what was there and Caan said yes, they wanted to preserve as much as possible. Mart asked what type fencing would be used, chain link? Caan said yes, chain link with slats. Wilson added that the landscaping buffer was located outside the fence so you really don't see the fence. Savely brought up the details on screen but mentioned that an opaque buffer was not required. Wilson asked if the fence was primarily for security. Caan stated yes, to keep people out of the compound. Caan verified that there would be a 6ft solid board fence with 2 ft of wire on top. With no further questions from the committee, Chair Leake opened the meeting for input from the public and requested any who wanted to speak to come to the podium.

Keith Kennedy, 3820 Belden Pike came forward. As the closest resident to this tower, he asked if others would want a tower close to their house. He spends a lot of time in his back yard in his garden, loves being outside, but doesn't want to look at a cell phone tower. He's sorry there's not good service there, he has AT&T, but doesn't have good service at work at Guntown, but he wouldn't want someone to live by a cell tower. His 85 year old mother in law lives at 3837 Belden Pike for 45 years right across the road and she doesn't want it. If she was healthy enough to attend he said the committee would get an earful. They don't want it, there's enough of an eyesore at the end of the street (District 3 storage), come out and see for yourself.

Sammy Green, 149 Patterson Circle, Saltillo came to the podium. He also owns property at 3820 Belden Pike, and 3570 Belden Pike, and is also a member of Belden Baptist Church and is on the property and grounds committee there. The back side of the church property goes all the way to Belden Pike. Green said he strongly opposes this cell tower for several reasons. The notice and concern that went out with regard to the proximity of the cell tower went out to surrounding residents was 500 feet. Research from the American Cancer Society says cell phone towers are considered dangerous and emit cancerous rays for up to a quarter of a mile. The majority of these residents fall within that quarter of a mile including Belden Baptist Church. It also emits noises that come off that. There's been several ranges that goes from noise levels off cell phone towers. It just depends on the strength of the tower itself. So we really don't know what strength they are going to be putting out db levels for this tower here.



That is well within the 500 feet. The other issue is what is the degradation of the value of our property for a cell tower within 500 feet? These are things that we have to consider. These are properties we have made investments in here in Tupelo. Green said he appreciated the committee's time and strongly recommends that the committee ask Verizon to relocate this tower as most towers are located in excess of a quarter of a mile from residential dwellings. He said most towers you see are located out in fields away from residents, away from children and grandchildren. He thanked the committee again for their consideration.

Seeing no one else that wanted to speak to this issue, Chair Leake closed the public input portion of the application and opened it up for committee discussion. Mark Williams stated that he's like to hear from the Mr. Caan with Baker Donelson respond to what he had just heard. Caan came back to the podium. He said he certainly respects Mr. Kennedy and Mr. Green's opinions. Caan said that they build cell towers today closer and closer to people because that's who they serve. There has been a massive expansion in wireless demand over the last two decades and exponentially over the last five years and they have to build the infrastructure to meet that demand. On the cancer issues, this facility will comply with all FCC requirements. The FCC (Federal Communications Commission) sets those requirements for public health and safety. This facility will not emit any noise, and it won't degrade property values. Caan stated that Verizon selected this site based on ordinances, and we met the terms of your ordinance - I'll be happy to answer any questions.

Mart asked for clarification on the 500 feet from the tower to the nearest residence. City Planner Savely clarified that the 500 feet is the distance to send notifications for Flexible Use Applications. We do not have a distance requirement from residents for cell towers. Scott Davis asked if this was any closer than any of the other towers we have approved. This has come up before where nearby residents complain, but is this unusually close. Savely said this has come up often, we have cell towers among us with so many easily disguised where you are not even aware they are there, but there is nothing unusual about this one's proximity. Mart asked about some black 30 foot towers she has seen. There's a big difference in those 30 feet tall and those 170 feet tall. Savely said that this is why the under 75 feet tall towers can be reviewed by compatibility but does require planning committee review at this height (170').

Mart asked if there is an increased output. Caan stated that how far the signal travels is partly a function of height. There are some in more rural areas that are even taller than 170 feet. He said that if they installed a 30 foot tower at this location, then they would have to install many more 30 foot towers even closer to people's homes in order to cover the same area. Mart asked about the frequency of the waves, is the intensity increased because it's a bigger tower? Caan clarified that the frequency is not a function of the height of the tower. The frequency is what the FCC licenses Verizon to use. That's affected by lots of things, but not topography. Mart asked about radiation and the studies cited by one of the residents. Caan stated that they comply with FCC requirements established to determine what is safe and what is not. Verizon has to follow these requirements as a condition of its license, operate within those guidelines. The Telecommunications Act states that local governments don't decide siting applications based on radio frequency emissions.

Gus Hildenbrand asked if the cell phone in your pocket was more dangerous than the cell phone tower. Caan said he thought both were safe. Mart asked about looking at the report and whether it referred to residential areas. Savely mentioned that this was the FAA report that said it was safe for

air traffic relevant to the location and height of the tower. There is no FCC report included and was not required. Mart stated she would like more FCC information. Patti Thompson said she has an E911 tower in her back yard which has been there for years. Hildenbrand asked how tall that tower was. Thompson guessed 60-70 feet tall. Chair Leake asked if the committee was ready to vote, or asking for more information?

Savely recapped the voting options for the committee. Mart asked again if anyone had any concerns like hers. Hadley stated she also had concerns. Patti Thompson said she thought the committee should table it until they have more information. Davis asked how many similar towers like these have been issued. Bentley Nolan stated that if all the requirements have been met, he had no issue with making a motion to approve. Davis said we have done this numerous times. Mart said she hadn't had the health concerns come up before. Nolan said that the health concerns are not really within our purview. Savely stated that the FCC sets the health and safety guidelines and FAA sets the height of the tower guidelines by location. Davis said that all that federal stuff has been approved and if they've met all those requirements, who are we to say they are wrong? An FCC report was not submitted to us because it was not required by our code. Caan said he could provide that to us. Wilson stated that when we request that, when we get that, it will probably be hundreds of pages of information that won't make sense to any of us except the engineer. He said that the FCC protects us from those things that we don't know about, the FCC goes over that on the front end. The height of the tower is a product of the intended coverage area.

Bentley Nolan made a motion to approve the application as presented. Seconded by Gus Hildenbrand. All present voted in favor, except Patti Thompson who voted against the motion. The motion passed 7-1. Savely explained the appeal process and next steps for the applicant.

The next application on the agenda was FLEX23-04, PECAN ROW DUPLEX ADDITON, FLEXIBLE USE REVIEW AND PRELIMINARY MAJOR SITE PLAN REVIEW ADDING 9 DUPLEXES TO THE PECAN ROW DUPLEX COMMUNITY. Chair Leake requested the staff analysis from City Planner Savely.

Savely explained that this unique development takes up an entire block between Green Street, Mitchell Road and Lawndale Drive. There are currently 12 duplexes, largely vacant in the center, with a proposal to add 9 duplexes for a total of 42 dwelling units on the 6 acre parcel. There is a Flexible Use Review for building duplexes in a Medium Density Residential zoning district and as a multifamily development, there is a major site plan review required by this committee and by City Council. You have in the packet, an updated site plan that has a dumpster enclosure, plus there are a few other items that need to go through Plan Review such as storm water and drainage. This is a preliminary major site plan so we anticipate minor amendments to the overall plan, but in general what you have is the site plan that is being proposed. Parking and landscaping will be reviewed in detail later in the construction phase. Savely mentioned that this is a lollipop loop through the center with access off of South Green.

Chair Leake asked the applicant to come forward to state their case. Jeremy Butler from Falkner came forward to explain that they own the other duplexes and would like to fill out the land that is vacant in the same use and design as the ones that are there already. Mark Williams asked Savely to pull up the map from the packet on screen. Williams asked about access to the dumpster as well as

landscaping to buffer the view of the dumpster. Butler said they were working on that with Waste Management. Savely explained that the street would have to be built to City Standards for WM to service the newly added individual homes. After much discussion among the committee members about the pros and cons of a central dumpster versus roll out carts, the committee agreed to placement of a dumpster inside an enclosure with landscaping around it. This will be approved by staff during final review.

Bentley Nolan asked about the separation of the proposed new structures. Savely mentioned that there would be a minimum of 10 feet separating each building from the adjacent building. Mart asked for clarification on the 10-foot distance which Savely said met our code. Davis added that these are at their narrowest point and that at some points they are further than the minimum. Chair Leake asked about maintenance of the green space. Butler said that they would hire a maintenance company and that landscaping would meet city code for open space and trees. Bentley Nolan asked if the streets would meet code. Savely said it would after final review in house. Patti Thompson asked if there would be any fences between any of the properties. Butler said no, there are no fences now, and that they did not plan any. Savely added that there would be a requirement for commercial landscape buffer requirement. That will be included during the commercial development phase. Savely said that multifamily is treated as commercial for the landscaping but the 25% maximum paved front yard limit would still be used. Savely added that there is more parking shown than is required by code.

Chair Leake asked if anyone wanted to speak to the issue, hearing none Leake closed the public input portion and opened the meeting for discussion between the members of the committee. Patti Thompson asked if site plan approval was just the first step to get things started. Savely said yes Preliminary site plan approval simply says you accept the general layout not the detail which will be worked out prior to construction. Mart summarized that this is just about the major site plan and allowing more duplexes. Savely said yes. Mark Williams made a motion to approve. Pam Hadley seconded the motion with a unanimous vote to approve.

Chair Leake then brought up FLEX23-06, Dynasty Event Center, Flexible Use Review for the Event Center use and a variance to allow beer and light wine sales closer than 100 ft to protected buildings in an MUR Zoning District. Leake asked for the staff analysis.

Savely mentioned that Mr. Kenneth Mayfield had purchased the old Elks Lodge on Tolbert Street and wants to use it as an Event Center, which requires a Flexible Use Review and Approval at this location in the Park Hill Overlay District. A variance is required to allow the sale and consumption of beer and light wine within 100 feet of a protected building or residence. Gum Tree Park shares a property line. As a public park it is also a protected place. The city has agreed to waive that distance requirement. A very similar approval was granted in 2018 at this same location. Only one residence with located over 100 feet away. Since the commercial area of Tolbert has been put in place, the city is using the 100-foot commercial distance. Savely showed a list of area protected places all of which except the one residence are located more than 300 feet away, and two churches are more than 400 feet away. Thus, the City Park is the only structure playing into the variance, which has been waived.

Mr. Kenneth Mayfield came to the podium to explain the project, the Event Center and the basement, where he plans to place a pizza business. The project is 80-90 percent complete. Park Hill

Pizza is to be located on the bottom floor. A pavilion has been added at the rear of the facility outdoors. There would also be a meeting room with adequate bathrooms on the basement level with an almost one-million-dollar investment fully sprinkled. Weddings and events can be planned to occur here with over 10,000 square feet, dressing rooms. This not a night club but a place to have community event to be rented out for events also. A person who owns a house across the street is working together on some ideas to possibly have a business on the lower level and some residential areas on the second level. He hopes that the Park Hill overlay can be extended to further grow the area. Mayfield provided more details about the facility. Savely mentioned that the department has not reviewed the facility for use as a restaurant, so the action here tonight is just for considering the use as an event center and for the variance to allow beer and light wine sales.

Pam Hadley asked what the hours of the facility would be. Mayfield responded maybe from 12 Noon to 11-12 at night, but nothing beyond midnight. Hildenbrand asked if there was a second floor. Mayfield said yes, about 800 square feet, but it was not usable for anything but storage. Mart asked about if they planned to add a sidewalk off of Tolbert. Mayfield said he had spoken to the mayor about that and that the mayor supported it and could maybe get a grant to help make that happen. With no other questions of Mr. Mayfield, Leake opened the floor for public input. With no one there to speak, he closed the public input portion and opened it up for discussion between committee members.

Nolan asked if this required two separate motions. Mart made a motion to allow consumption of beer and light wine on premises under city guidelines. Mark Williams seconded the motion and it passed unanimously. Bentley Nolan then made a motion to approve the use of the facility as an event center, seconded by Pam Hadley, with the vote unanimous to approve. Leake asked Savely to explain next steps. Mr. Mayfield thanked the committee. Nettie Davis asked to speak. Davis gave a little history about that location and thanked the committee for their support.

Leake asked if there were any items on the agenda for next month. Savely said none so far. She suggested due to staff going to the MML convention in Biloxi the week of June 25<sup>th</sup> and the July 4<sup>th</sup> Holiday, that we move the work session to Wednesday, July 5<sup>th</sup> and the regular July meeting to Monday, July 10<sup>th</sup>. June 19<sup>th</sup> is the deadline for the July agenda. Pattie Thompson made a motion to approve the proposed meeting schedule. Pam Hadley seconded and the motion passed unanimously.

There being no further business, Lindsey Leake made a motion to adjourn which passed unanimously.

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 44137**

**BENNETT HILLS, INC. AND DEAN WEBB  
AND JENNIFER HANKINS**

**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 **BENNETT HILLS, INC. AND DEAN WEBB AND JENNIFER HANKINS** (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: BENNETT HILLS, INC.  
Address of Owner: P.O. BOX 3786  
MERIDIAN, MS 39303-3786

Property Owner: DEAN WEBB AND JENNIFER HANKINS  
Address of Owner: 1104 RD 811  
SALTILLO, MS 38866

Parcel Number: 077C-25-016-00

Address of Violation: 1507 TRACE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 06/06/2023 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, 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 07/18/2023, 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, and the tax collector of the municipality shall proceed 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 19th day of July, 2023.

CITY OF TUPELO, MISSISSIPPI

BY:   
TRAVIS BEARD, Council President

ATTEST:

  
MISSY SHELTON, Clerk of the Council

APPROVED:

  
TODD JORDAN, Mayor

7-19-2023  
Date

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 44266**

**TERESA MOSBY**

**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 **TERESA MOSBY** (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:	TERESA MOSBY
Address of Owner:	303 EAST JACKSON STREET TUPELO, MS 38804
Parcel Number:	089F-30-306-00
Address of Violation:	222 WEST BARNES STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 07/05/2023 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 lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, 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 07/18/2023, 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, and the tax collector of the municipality shall proceed 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 19th day of July, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: Travis Beard  
TRAVIS BEARD, Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan  
TODD JORDAN, Mayor

7-19-2023  
Date





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, DDS Director

**DATE**

**SUBJECT:** IN THE MATTER OF DEMOLITIONS LOCATED AT 117 & 117 ½  
HIGHLAND DRIVE (PARCEL 077Q-36-085-00) (TABLED AT JUNE 20, 2023  
MEETING) **SR**

---

**Request:**

This item was tabled at the June 20, 2023 meeting.



## HEARING NOTICE

June 2, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43298

Vs.

GLAMOUR ENTERPRISES, 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 Dennis Bonds 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 **117 & 117 ½ Street and Parcel #077Q-36-085-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness 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 **06/20/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.
4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty

- 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 2nd day of June, 2023.**



**Dennis Bonds, Director  
Department of Development Services  
City Of Tupelo, Mississippi**

## BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

### 117 & 117.5 HIGHLAND DRIVE

#### BASIC INFORMATION

- ▶ PARCEL: 077Q-36-085-00
- ▶ CASE: 43298
- ▶ WARD: 4
- ▶ TAX VALUE: \$33,150
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

#### NEARBY PROPERTIES/ TAXES

Right side	\$26,140
Left side	\$35,490
Rear	\$834,930 (Harrisburg Landing)
Across street	\$38,880

#### TAXES/LIENS

Taxes	CURRENT
City liens	NO

#### 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 11
- ▶ CURRENT STATUS Owner purchased for income property. Property is unable to pass C/O
- ▶ This property has changed hands many times. It is now in bad shape and not repairable

09/08/2022

GLAMOUR ENTERPRISES, LLC  
 PO BOX 2811  
 TUPELO, MS 38803

Re: CASE # 43298  
 117 & 117-1/2 S HIGHLAND DR,  
 PARCEL NUMBER: 077Q3608500



Dear Property Owner or Tenant,

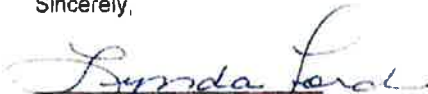
It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties 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	117 S. HIGHLAND
BLDG MAINT	117 1/2 S HIGHLAND
BRING UP TO THE 2018 RESIDENTIAL BUILDING CODE OR DEMOLISH BY DATE BELOW	

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:	REINSPECTION DATE:
10/08/2022	10/08/2022

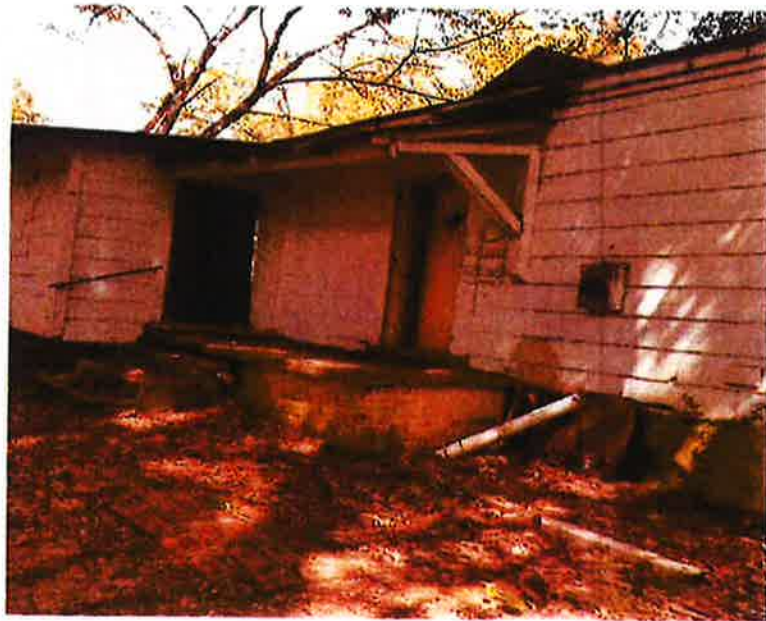
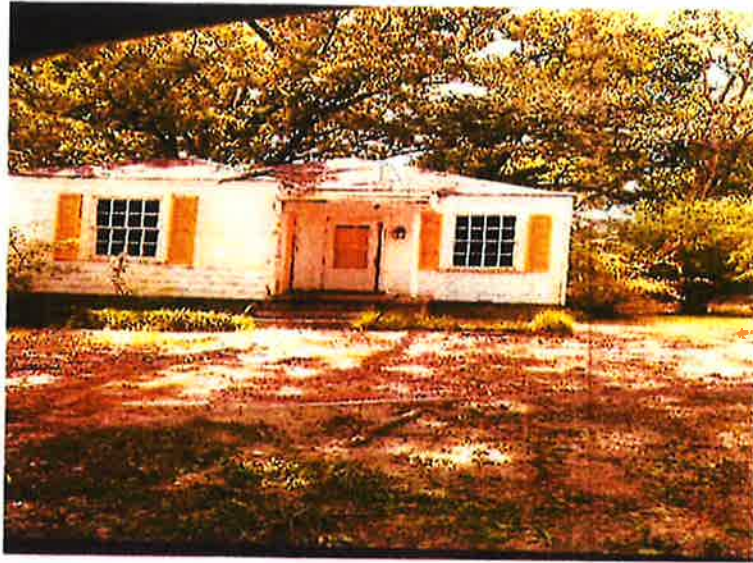
Thank you in advance for your compliance. If you have questions, please call 662.871.71758.

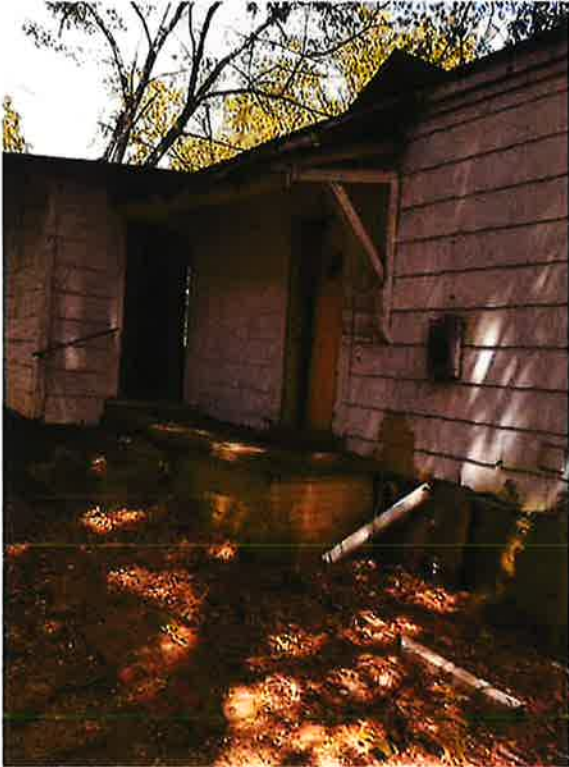
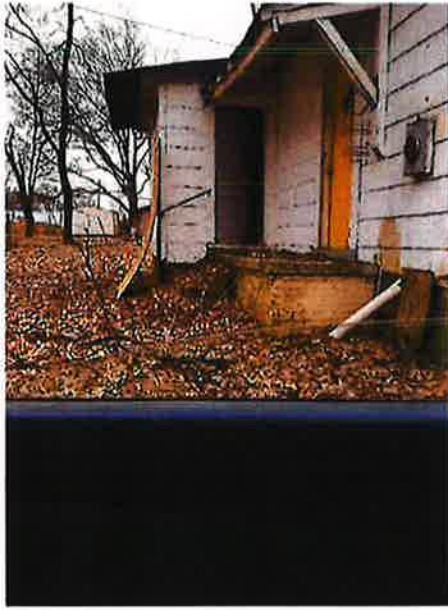
Sincerely,

  
 LYNDA FORD  
 Code Enforcement

**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





## RESOLUTION

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

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

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

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

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



#79 2008 Ford Crown Victoria	Detectives	2FAFP71V98X152712
#65 Chevrolet Suburban	Admin	1GNFC16J87J228346
#55 2012 Dodge Charger Grey	Admin	2C3CDXAT9CH240347
#90 2016 Ford Police Interceptor (Gray)	Detectives	1M5K8AR4BBD05963
#83 2012 Chevrolet Tahoe(White)	K9	1GNLC2E01CR292516
#EOD-8//2015 Ford F-250	EOD	1FT7W2B68FEB19517
#68 2017 Ford Police Interceptor (Black)	Detectives	1FM5K8AR8HGB82850
#99 2017 Ford Expedition (GOLD)	Detectives	1FMJU1GT5HEA50868
#97 2017 Ford Expedition (BLACK)	Detectives	1FMJU1FT1HEA50867
#49 2009 Ford Crown Victoria	SWAT	2FAHP71V79X121405
#85 2015 Ford Interceptor Utility	SOG	1FM5K8AR8FGB62403
#61 2014 Ford Explorer	Admin	1FM5K8B84EGA23972
#11 2017 Chevy Tahoe (silver)	Admin	1GNLCDEC2HR313032
#59 2015 Ford Interceptor Utility	SOG	1FM5K8AR6FGB62402
#12 2015 Ford F150 Super cab Gray	Detectives	1FTEX1CPXFKD93342
#97 2019 Chevy Tahoe (Black)	SCU	1GNLCDEC4KR173279
#07 2020 White Chevrolet Tahoe	EOD	1GNLCDEC3LR304543
#04 2020 Black Dodge Durango	SCU	1C4RDJG1LC205576
#18 2020 Gray Dodge Durango	Detectives	1C4RDJFG5LC205578
#27 2020 Gray Dodge Durango	Detectives	1C4RDLFG3LC205577
#56 2016 Gray Ford F-150	Negotiator	1FTEW1C8XGKD59186
#42-028 Green 2000 Honda Accord	SOG	1HGCG5647YA056850
#67-2020 White Ford Explorer	SRO	1FMSK7DH1LGC20833
#33- 2021 Dodge Durango (Grey)	Detectives	1C4RDHFG0MC640664
#25- 2021 Dodge Durango (Blue)	Detectives	1C4RDHFG2MC640665
#78- 2021 Chevrolet Tahoe (Black)	Admin	1GNSCLED6MR367782
#14- 2005 Ford CV (Silver)	AI	2FAFP74W05X139072
#23- 2021 Dodge Durango (Black)	K9	1C4RDJFG7MC643584
#76- 2021 Ford Explorer (Black)	Admin	1FMSK7DH1MGC50240
#64- 2021 Chevy Tahoe (Black)	Admin	1GNSCLED7MR434583
#9938- 2022 Chevy Tahoe(Black)	Admin	1GNSCLEDXNR229938
#0114- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED2NR2300114
#0168- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED3NR230168
#0131- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED2NR230131
#8539- 2022 Ford Explorer (Black)	K9	1FM5K8AW9NNA08539
#9946- 2023 Chevrolet Tahoe(Black)	SOG	1GNSCLED1PR189946
#9970-2023 Chevrolet Tahoe(Black)	SOG	1GNSCLED9PR189970

56 Total Unmarked PD Vehicles

John Quaka

Chief John Quaka, Tupelo Police Department

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

- Council Member Ward 1 Mims Aye
- Council Member Ward 2 Bryan Absent
- Council Member Ward 3 Beard Aye
- Council Member Ward 4 Davis Aye
- Council Member Ward 5 Palmer Aye
- Council Member Ward 6 Gaston Aye
- Council Member Ward 7 Jones Aye

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and that the above listed law enforcement vehicles are hereby declared exempt from the marking requirements of Section 25-1-87, on this the 18th day of July, 2023

Travis Beard  
Travis Beard, Council President

Attest:

Missy Shelton  
Missy Shelton, Clerk of the Council

Todd Jordan  
Todd Jordan, Mayor

7-19-2023  
Date

**RESOLUTION**

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

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

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

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

1. 2012 Infiniti G37; VIN JN1CV6EK2CM421259, Narcotics Division



Chief John Quaka, Tupelo Police Department

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

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

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and that the above listed law enforcement vehicles are hereby declared exempt from the marking requirements of Section 25-1-87, on this the 18<sup>th</sup> day of July , 2023.

  
Travis Beard, President

Attest:

Missy Shelton  
Missy Shelton, Clerk of the Council

Todd Jordan  
Todd Jordan, Mayor

7-19-2023



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, Director of Public Works

**DATE:** July 11, 2023

**SUBJECT:** IN THE MATTER OF BID REJECTION FOR THE PACKAGE GENERATOR SYSTEM  
INSTALLATION AND LABOR & MATERIAL FOR TUPELO CITY HALL 2023-018PW -  
CW

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### Request:

Request for Bid Rejection - Package Generator System Installation and Labor & Material  
for Tupelo City Hall – 2023-018PW

The following 3 vendors submitted pricing –

Timmons Electric \$395,500.00

Warrington \$328,359.00

Liberty Electric \$330,493.00

\*\*Reason for Rejection – All quotes submitted exceed the original estimated construction budget  
of \$215,000.



**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>
<b>TOTAL BID PRICE</b>			\$ <u>395,500.00</u>

**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.



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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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: Timmons Electric Co. LLC

BY: Mike Timmons TITLE: OWNER

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

Bookin Blvd TELEPHONE: 662-844-4053

Lupton, MS 38801 FAX: 662-620-0803

STREET ADDRESS: \_\_\_\_\_ EMAIL: brooke@timmonselectricms.com

Mike@timmonselectricms.com

PRINCIPAL CONTACT: Mike Timmons

TELEPHONE: 662-844-4053

EMAIL: Mike@timmonselectricms.com

ALTERNATE CONTACT: Brooke Timmons

TELEPHONE: ~~662-790-5922~~ 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 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

*Nick Shuffield*  
Witness

TIMMONS ELECTRIC COMPANY  
*Mike Linn*  
Principal (Seal)

OWNER  
Title

*[Signature]*  
Witness

OLD REPUBLIC SURETY COMPANY  
*Chris Gullledge*  
Surety (Seal)

ORSC 21328 (7-93)



8/8/26

*Jessie Carroll*  
6-28-23





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

1	<p>350REZXD Generator System</p> <p>350REZXD Generator Set</p> <p><b>Includes the following:</b></p> <p>Literature Languages</p> <p>Approvals and Listings</p>	<p>English</p> <p>UL2200 Listing/cUL Genset List</p>
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APPENDIX K



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	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
1	Flexible Fuel Line	
1	RSA III, ATS Annunciator	



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

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### 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



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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.***



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## 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

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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.



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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.

**DOCUMENT 00500  
AGREEMENT**

THIS AGREEMENT is entered into as of the 28th day of June, 2023 between the **City of Tupelo** (hereinafter called Owner) and Warrington Building Services, Inc. (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 1. WORK**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **Tupelo City Hall Natural Gas Generator Package System.**

**SECTION 2. ENGINEER/ARCHITECT**

Allen & Hoshall (hereinafter called Engineer/Architect) is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Engineer/Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**SECTION 3. CONTRACT TIME**

3.1 Completion. The Work will be substantially completed on or before 5/27/24 for **Tupelo City Hall Natural Gas Generator Package System**, and completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions on or before 5/27/24.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**SECTION 4. CONTRACT PRICE**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

<b>ITEM 1</b>	<b>Tupelo City Hall Natural Gas Generator Package System</b>	<b>\$ <u>271,427</u></b>
	<b>Authorized Contract Amendments</b>	<b>\$ <u>20,000.00</u></b>
<b>TOTAL CONTRACT PRICE -</b>		<b>\$ <u>291,427</u></b>

All specified allowances are included in the above price and have been computed in accordance with the General Conditions.



## SECTION 5. PAYMENT PROCEDURES

5.1 Applications for Payment. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer/Architect as provided in the General Conditions.

5.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect on or about the 15th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in accordance with paragraph 2.8 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

90% of Work completed

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in paragraph 14.8 of the General Conditions.

## SECTION 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## SECTION 7. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer/Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Contractor.

## SECTION 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between Owner and Contractor concerning the Work, consist of the following:

- (a) This Agreement.
- (b) Performance Bond, Payment Bond and other Bonds.
- (c) Notice of Award.
- (d) General Conditions.
- (e) Supplementary Conditions.
- (f) These Specifications - See Document 00003 - TABLE OF CONTENTS.
- (g) Drawings, consisting of a cover sheet and sheets numbered as listed in Document 00004 - LIST OF DRAWINGS, TABLES AND SCHEDULES of specification.
- (h) Addenda numbers 0 to 0, inclusive.
- (i) Contractor's Bid.
- (j) The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.4 of the General Conditions.

The documents listed in paragraphs (a) through (j) above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.4 of the General Conditions.

## SECTION 9. MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and

specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreement sand obligations contained in the Contract Documents.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer/Architect, and two to Owner.

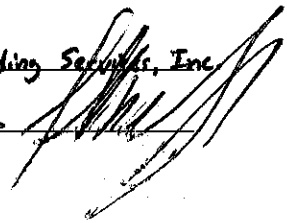
This Agreement will be effective on 6/28/23.

Owner: **City of Tupelo**

Contractor: Warrington Building Services, Inc

By: \_\_\_\_\_

By: Allen Warrington Sr.



[Corporate Seal]

[Corporate Seal]

Attest: \_\_\_\_\_

Attest: Holland Myers HBCA My

Address for giving notice:

Address for giving notice:

71 East Troy Street

2528 Attala Road 1010

Tupelo, MS 38804

Kosciusko, MS 39090

License/Certificate No. 09729-MC

Agent for service of process:



(If Owner is a public body attach )  
(evidence of authority to sign )  
(and resolution or other document )  
(authorizing execution. )

(If Contractor is a corporation )  
(attach evidence of authority )  
(to sign. )

END OF DOCUMENT

**DOCUMENT 00570  
WAIVER AND RELEASE OF LIEN**

WHEREAS, the undersigned \_\_\_\_\_ has furnished to \_\_\_\_\_ material for use in the Tupelo City Hall Natural Gas Generator Package System project belonging to the City of Tupelo.

NOW THEREFORE, the undersigned \_\_\_\_\_ for and in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby waive and release any and all liens, or right to claim or lien, on the above described Project and premises, under any law, common or statutory, on account of labor or material, or both, heretofore or hereafter furnished by the undersigned to or for the account of said \_\_\_\_\_ for said project.

Given under my (our) hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

By \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, a notary public, in and for said State and County, hereby certify that

\_\_\_\_\_ whose name as \_\_\_\_\_ of

\_\_\_\_\_ is signed to the foregoing and who is  
(Name of Manufacturer, Materialman, or Subcontractor)

known to me, acknowledged before me on this day that he, with full authority, executed the foregoing instrument voluntarily for and as the act of said

\_\_\_\_\_  
(Name of Manufacturer, Materialman, or Subcontractor)

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

END OF DOCUMENT





---

**DOCUMENT 00610  
PERFORMANCE BONDS**

Contractor to provide a Performance Bond, executed on standard forms. Insert immediately following this page.

---

**DOCUMENT 00620  
PAYMENT BONDS**

Contractor to provide a Payment Bond, executed on standard forms. Insert immediately following this page.



**DOCUMENT 00650  
CERTIFICATES OF INSURANCE**

Insurance Certificates shall be provided and inserted immediately following this page.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/23/2023

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. 101 North Madison St. P. O. Box 707 Kosciusko MS 39090	<b>CONTACT NAME:</b> Bradley Tyler <b>PHONE (A/C, No, Ext):</b> (662) 289-4621 <b>FAX (A/C, No):</b> (662) 289-3232 <b>E-MAIL ADDRESS:</b> btyler@renasant.com														
<b>INSURED</b> Warrington Building Services, Inc. 2528 Altala Road 1010 Kosciusko MS 39090	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Union Insurance Co.</td> <td style="text-align: center;">25844</td> </tr> <tr> <td>INSURER B: Accident Fund Insurance Co of America</td> <td style="text-align: center;">10166</td> </tr> <tr> <td>INSURER C:</td> <td></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: Union Insurance Co.	25844	INSURER B: Accident Fund Insurance Co of America	10166	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** CL2362380257      **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 SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA4259740-49	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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			CPA4259740-49	01/01/2023	01/01/2024	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CPA4259740-49	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AF WCP 100089865	02/20/2023	02/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**

City of Tupelo  
 71 East Troy Street  
 Tupelo MS 38804

**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

Bradley Tyler

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Licensed

**WARRINGTON BUILDING SERVICES, INC.**

09729-MC

Address	2528 ATTALA ROAD 1010 KOSCIUSKO, MS 39090 ATTALA County
Phone	(662)289-9930
Fax	(662)289-3274
Expiration	04/08/2024
Minority	Yes
First Issue	04/13/1994

345

Classification	Class(es)	Qualifying Name
ELECTRICAL WORK		HARVEY WARRINGTON JR.
MECHANICAL WORK		HARVEY WARRINGTON & H.W.,JR/STEVEN MYERS
<b>Officers (None)</b>		

**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>310,493.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
<b>TOTAL BID PRICE</b>			<b>\$ <u>330,493.00</u></b>

**DELIVERY:**

Delivery Site: Tupelo City Hall

Delivery Date: N/A Due to Lead-time on Generator 55 weeks approximately.

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

Liberty Electric, LLC  
 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	Qty	Total
Tupelo City Hall Natural Gas Generator Package System  This is a lock and key quote. It includes all labor, materials & equipment. This does NOT include the natural gas service (ATMOS) to the generator site. This quote does NOT include MS Sales Tax.  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		310,493.00
<b>Total</b>		

Liberty Electric, LLC  
 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	Qty	Total
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  Freight to Jobsite CAT Factory Test at 0.8 Power Factor UL2200 Listing Start-up Services with Building Test and Owner Training Spare Filters and Fuses 5 yr./ 2,500 hr. CAT "Platinum" Level Generator ESC (Warranty)- includes rental if repairs can't be made within 96 hrs.  AUTOMATIC TRANSFER SWITCH:		

<b>Total</b>
--------------

Liberty Electric, LLC  
 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	Qty	Total
<p>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 &amp; Liberty Electric will make up the final terminations.</p> <p>EXECUTION PROCESS:                      - 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 under ground services.                      - 2) Conduit will be installed between transfer switch &amp; generator.                      - 3) Generator pad will be formed &amp; poured.                      - 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.                      - 5) Once generator is delivered onsite (by Caterpillar), Liberty Electric will unload &amp; set generator unit onto the concrete base.                      - 6) When generator is set in place, the final electrical &amp; gas terminations will be made.</p>		
<b>Total</b>		

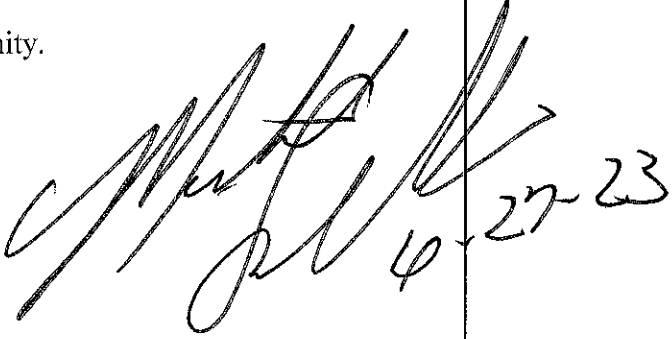
Liberty Electric, LLC  
 P.O. Box 293  
 Nettleton, MS 38858

# Quote

Date	Quote #
6/26/2023	364

Name / Address
City of Tupelo 71 East Troy Street Tupelo, Ms 38804

Rep	Project

Description	Qty	Total
- 7) Start up & commission (This will require a power disruption for only a few minutes).		
Generator & Transfer Switch.....\$248,973.00		
Labor.....\$26,300.00		
Materials.....\$28,720.00		
Equipment Rental.....\$6500.00		
*Note: There is a possibility that the existing service conductors can be re-used for this application. If so, please deduct \$4,500 from the base bid.		
ESTIMATE IS GOOD FOR 30 DAYS FROM DATE OF QUOTE.		
Thank you for the opportunity.		
		0.00
<b>Total</b>		<b>\$310,493.00</b>





# 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		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURED 163-899-8 BEASLEY INSULATION INC 1010 TWENTY MILE BOTTOM RD MARIETTA, MS 38856-5940	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC 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 & COM/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 DED    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	N	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)

<b>CERTIFICATE HOLDER</b> 163-899-8 LIBERTY ELECTRIC PO BOX 293 NETTLETON, MS 38858-0293	<b>CANCELLATION</b> 65 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Nicholas R. Fowler</i>
--	---

# State of Mississippi

## BOARD OF CONTRACTORS

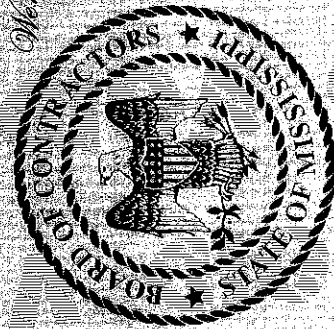
LIBERTY ELECTRIC OF NETTLETON MS, LLC  
P.O. BOX 293  
NETTLETON, MS 38858

ACTIVE

is duly registered and entitled to perform

ELECTRICAL WORK

*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 9 day of Dec, 2022*



CERTIFICATE OF RESPONSIBILITY

No. 20736-MC

Expires Dec. 9, 2023

*Paul A. Carroll*

CHAIRMAN OF THE BOARD

POST IN A  
CONSPICUOUS  
PLACE

**City of Tupelo  
Privilege Tax License**

License Number  
**28938**

Business Name & Address: **SULLIVAN, MITCH  
P. O. BOX 293  
NETTLETON, MS 38858**

Issue Date: **10/01/2022**  
Expire Date: **09/30/2023**

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in

Business as: **LIBERTY ELECTRIC LLC**

Location:



**THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING  
DECLARED TO BE UNLAWFUL IN THE STATE OF MISSISSIPPI**

Business  
License

*John G. ...*  
Mayor

*Kim Hanna*  
City Clerk/Tax Collector

This License is NOT Transferable



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, Director

**DATE:** July 13, 2023

**SUBJECT:** IN THE MATTER OF BID APPROVAL FOR CITY PARK IMPROVEMENTS  
/ ARPA DRAINAGE PROJECT BID NO. 2023-028PW JULY 2023 - **CW**

---

**Request:**

Request to approve the bid for the City Park Improvements / ARPA Drainage Project Bid No. 2023-028PW

Eight bidders responded.

We request to award the project to the lowest and best bidder –

Hodges Construction - \$ 317,693.75



July 13, 2023

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

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT  
CITY PARK DRAINAGE IMPROVEMENTS  
BID NO. 2023-028PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Thursday, July 13, 2023 at 10:00 AM local time.

This project includes the removal and replacement of existing drainage pipe and related infrastructure within City Park. As represented on the attached tabulation of bids (two pages), eight bids were received for this project that ranged from \$317,693.75 - \$527,141.25 for this project. The low bid was from James A. Hodges Construction, Inc. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents.

Thus, it is our recommendation that the City award this contract in the amount of \$317,693.75 to James A. Hodges Construction, Inc for the referenced project, and authorize the Mayor to execute the contract per the conditions set forth in the Contact Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,  
DABBS CORPORATION

Dustin D. Dabbs, PE  
President

- C: Mr. Don Lewis, COO, City of Tupelo
- Ms. Kim Hanna, CFO, City of Tupelo
- Mr. Ben Logan, City Attorney, City of Tupelo
- Mr. Alex Farned, Director, Parks & Recreation
- Mr. Dennis Bonds, PE, Director, Dev. Services
- Mr. Casey Rogers, ICM

Attachment: Bid Tabulation

<a href="mailto:@dabbscorp">@dabbscorp</a>	OFFICE 662.840.4162	1005 N. Eason Boulevard
	MOBILE 601.927.4012	Tupelo, MS 38804

<b>BID TABULATION - BID NO. 2023-028PW</b> <b>CITY PARK DRAINAGE IMPROVEMENTS</b> <b>CITY OF TUPELO, MISSISSIPPI</b> <b>BID DATE: 07/13/2023</b>											
<b>BASE BID</b>				<b>HODGES CONSTRUCTION</b>		<b>CIG CONTRACTORS</b>		<b>WEATHERS. CONSTRUCTION</b>		<b>PHILLIPS CONTRACTING</b>	
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QNTY.</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	MOBILIZATION	LS	1	\$21,250.00	\$ 21,250.00	\$1,830.00	\$ 1,830.00	\$39,000.00	\$ 39,000.00	\$25,000.00	\$ 25,000.00
2	CLEARING & GRUBBING	LS	1	\$5,000.00	\$ 5,000.00	\$1,830.00	\$ 1,830.00	\$1,070.00	\$ 1,070.00	\$10,000.00	\$ 10,000.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	\$19.50	\$ 3,900.00	\$7.32	\$ 1,464.00	\$24.00	\$ 4,800.00	\$30.00	\$ 6,000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	\$20.00	\$ 1,000.00	\$20.74	\$ 1,037.00	\$30.00	\$ 1,500.00	\$33.00	\$ 1,650.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	\$20.00	\$ 300.00	\$20.74	\$ 311.10	\$100.00	\$ 1,500.00	\$110.00	\$ 1,650.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	\$2,000.00	\$ 6,000.00	\$915.00	\$ 2,745.00	\$1,900.00	\$ 5,700.00	\$550.00	\$ 1,650.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	\$24.00	\$ 720.00	\$30.50	\$ 915.00	\$54.67	\$ 1,640.10	\$110.00	\$ 3,300.00
8	REMOVAL OF 30" RCP	LF	140	\$18.00	\$ 2,520.00	\$36.60	\$ 5,124.00	\$40.89	\$ 5,724.60	\$50.00	\$ 7,000.00
9	REMOVAL OF 42" RCP	LF	485	\$18.00	\$ 8,730.00	\$36.60	\$ 17,751.00	\$17.73	\$ 8,599.05	\$50.00	\$ 24,250.00
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	\$402.25	\$ 6,033.75	\$325.00	\$ 4,875.00	\$380.00	\$ 5,700.00	\$905.00	\$ 13,575.00
11	CONCRETE SIDEWALK MATCH EXISTING	SY	20	\$72.00	\$ 1,440.00	\$164.00	\$ 3,280.00	\$137.00	\$ 2,740.00	\$220.00	\$ 4,400.00
12	SAWCUTTING	LF	100	\$10.50	\$ 1,050.00	\$18.30	\$ 1,830.00	\$11.00	\$ 1,100.00	\$10.00	\$ 1,000.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	\$52.50	\$ 2,100.00	\$67.00	\$ 2,680.00	\$78.50	\$ 3,140.00	\$60.00	\$ 2,400.00
14	BORROW EXCAVATION	CY	50	\$24.00	\$ 1,200.00	\$25.00	\$ 1,250.00	\$30.00	\$ 1,500.00	\$25.00	\$ 1,250.00
15	48" HDPE DRAINAGE PIPE	LF	140	\$132.00	\$ 18,480.00	\$284.00	\$ 39,760.00	\$170.71	\$ 23,899.40	\$205.00	\$ 28,700.00
16	60" RCP DRAINAGE PIPE	LF	485	\$298.00	\$ 144,530.00	\$420.00	\$ 203,700.00	\$346.68	\$ 168,139.80	\$325.00	\$ 157,625.00
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	\$12,980.00	\$ 38,940.00	\$13,688.00	\$ 41,064.00	\$12,111.00	\$ 36,333.00	\$10,500.00	\$ 31,500.00
18	3' X 3' CAST IRON GRATE	EA	3	\$1,750.00	\$ 5,250.00	\$1,537.00	\$ 4,611.00	\$1,133.33	\$ 3,399.99	\$500.00	\$ 1,500.00
19	CONCRETE, CLASS B	CY	5	\$1,500.00	\$ 7,500.00	\$366.00	\$ 1,830.00	\$885.00	\$ 4,425.00	\$1,500.00	\$ 7,500.00
20	CONNECT TO EXISTING PIPES	EA	5	\$2,000.00	\$ 10,000.00	\$366.00	\$ 1,830.00	\$647.00	\$ 3,235.00	\$2,000.00	\$ 10,000.00
21	SOLID SODDING	SY	3000	\$4.35	\$ 13,050.00	\$6.00	\$ 18,000.00	\$15.17	\$ 45,510.00	\$10.00	\$ 30,000.00
22	TEMPORARY FENCING / BARRIER	LS	1	\$4,125.00	\$ 4,125.00	\$2,500.00	\$ 2,500.00	\$1,950.00	\$ 1,950.00	\$5,000.00	\$ 5,000.00
23	EROSION CONTROL	LS	1	\$4,575.00	\$ 4,575.00	\$1,220.00	\$ 1,220.00	\$2,050.00	\$ 2,050.00	\$10,000.00	\$ 10,000.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
<b>GRAND TOTAL</b>				<b>\$ 317,693.75</b>		<b>\$ 371,437.10</b>		<b>\$ 382,655.94</b>		<b>\$ 394,950.00</b>	

*SHEET 1 OF 2*

<b>BID TABULATION - BID NO. 2023-028PW</b> <b>CITY PARK DRAINAGE IMPROVEMENTS</b> <b>CITY OF TUPELO, MISSISSIPPI</b> <b>BID DATE: 07/13/2023</b>											
<b>BASE BID</b>				<b>TOWNES CONSTRUCTION</b>		<b>ENSCOR, LLC</b>		<b>COLOM CONSTRUCTION</b>		<b>PAUL SMITHEY CONTRUCTION</b>	
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QNTY.</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
1	MOBILIZATION	LS	1	\$31,927.55	\$ 31,927.55	\$7,800.00	\$ 7,800.00	\$35,000.00	\$ 35,000.00	\$21,300.00	\$ 21,300.00
2	CLEARING & GRUBBING	LS	1	\$3,000.00	\$ 3,000.00	\$15,000.00	\$ 15,000.00	\$10,000.00	\$ 10,000.00	\$10,650.00	\$ 10,650.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	\$45.00	\$ 9,000.00	\$40.00	\$ 8,000.00	\$40.00	\$ 8,000.00	\$85.20	\$ 17,040.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	\$15.00	\$ 750.00	\$20.00	\$ 1,000.00	\$25.00	\$ 1,250.00	\$127.80	\$ 6,390.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	\$55.00	\$ 825.00	\$20.00	\$ 300.00	\$25.00	\$ 375.00	\$127.80	\$ 1,917.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	\$3,000.00	\$ 9,000.00	\$1,000.00	\$ 3,000.00	\$1,000.00	\$ 3,000.00	\$6,390.00	\$ 19,170.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	\$40.00	\$ 1,200.00	\$10.00	\$ 300.00	\$50.00	\$ 1,500.00	\$10.65	\$ 319.50
8	REMOVAL OF 30" RCP	LF	140	\$40.00	\$ 5,600.00	\$50.00	\$ 7,000.00	\$20.00	\$ 2,800.00	\$85.20	\$ 11,928.00
9	REMOVAL OF 42" RCP	LF	485	\$60.00	\$ 29,100.00	\$50.00	\$ 24,250.00	\$30.00	\$ 14,550.00	\$106.50	\$ 51,652.50
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	\$350.00	\$ 5,250.00	\$300.00	\$ 4,500.00	\$450.00	\$ 6,750.00	\$372.75	\$ 5,591.25
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	\$54.00	\$ 1,080.00	\$150.00	\$ 3,000.00	\$145.00	\$ 2,900.00	\$170.40	\$ 3,408.00
12	SAWCUTTING	LF	100	\$25.00	\$ 2,500.00	\$10.00	\$ 1,000.00	\$20.00	\$ 2,000.00	\$18.11	\$ 1,811.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	\$90.00	\$ 3,600.00	\$80.00	\$ 3,200.00	\$80.00	\$ 3,200.00	\$95.85	\$ 3,834.00
14	BORROW EXCAVATION	CY	50	\$25.00	\$ 1,250.00	\$40.00	\$ 2,000.00	\$27.00	\$ 1,350.00	\$26.63	\$ 1,331.50
15	48" HDPE DRAINAGE PIPE	LF	140	\$168.32	\$ 23,564.80	\$180.00	\$ 25,200.00	\$239.00	\$ 33,460.00	\$175.73	\$ 24,602.20
16	60" RCP DRAINAGE PIPE	LF	485	\$361.98	\$ 175,560.30	\$430.00	\$ 208,550.00	\$484.00	\$ 234,740.00	\$378.08	\$ 183,368.80
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	\$15,642.44	\$ 46,927.32	\$10,834.00	\$ 32,502.00	\$9,500.00	\$ 28,500.00	\$23,430.00	\$ 70,290.00
18	3' X 3' CAST IRON GRATE	EA	3	\$2,000.00	\$ 6,000.00	\$1,500.00	\$ 4,500.00	\$1,500.00	\$ 4,500.00	\$1,597.50	\$ 4,792.50
19	CONCRETE, CLASS B	CY	5	\$500.00	\$ 2,500.00	\$1,000.00	\$ 5,000.00	\$2,700.00	\$ 13,500.00	\$1,597.50	\$ 7,987.50
20	CONNECT TO EXISTING PIPES	EA	5	\$500.00	\$ 2,500.00	\$1,000.00	\$ 5,000.00	\$1,000.00	\$ 5,000.00	\$3,195.00	\$ 15,975.00
21	SOLID SODDING	SY	3000	\$6.00	\$ 18,000.00	\$7.00	\$ 21,000.00	\$10.00	\$ 30,000.00	\$14.91	\$ 44,730.00
22	TEMPORARY FENCING / BARRIER	LS	1	\$1,500.00	\$ 1,500.00	\$3,500.00	\$ 3,500.00	\$10,000.00	\$ 10,000.00	\$6,390.00	\$ 6,390.00
23	EROSION CONTROL	LS	1	\$4,800.00	\$ 4,800.00	\$2,500.00	\$ 2,500.00	\$15,000.00	\$ 15,000.00	\$2,662.50	\$ 2,662.50
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00	\$10,000.00	\$ 10,000.00
<b>GRAND TOTAL</b>				<b>\$ 395,434.97</b>		<b>\$ 398,102.00</b>		<b>\$ 477,375.00</b>		<b>\$ 527,141.25</b>	

Prepared By:  Dabbs Corporation





# Minute Entry Sign Up Sheet

Date: 7/13/2023

Time: 10:00

Bid # 2023-028PW

Department: PW

Project: City Park Drainage

Attendance

Company

Stephen Reed	COT
Chuck Williams	PW
Dustin Dehls	Dahls Corp.
Ben Hunter	ICM
Chad Rankin	Hedges
Felix Rutledge	Hedges
Justin Piskley	Phillips Contracting
Russell Stewart	CIG
Shyne Baker	ICM
Robby Sandlin	ICM
SHAWN GRAY	TOWERS PERIST CO.
Brian Smith	ENSCOPE, LLC
Josh Griggs	fur
Paul Logan	COT
Trac Dillard	COT

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE James A. Hodges Construction Inc.  
1281 County Road 811, Saltillo, MS 38866

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

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

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City Park Drainage Improvements

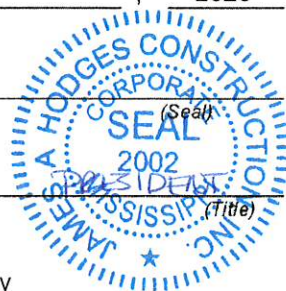
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 12th day of July, 2023

Robin Rodgers  
(Witness)

James A. Hodges Construction Inc.  
(Principal)

By: [Signature]



Lauri Lador  
(Witness)



The Gray Casualty & Surety Company  
(Surety)

By: Fielden Mitts  
Attorney-in-Fact Fielden Mitts

(Seal)

(Title)

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

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fielden Mitts** on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

Surety Bond Number: Bid Bond  
Principal: James A. Hodges Construction Inc.  
Obligee: City of Tupelo, MS

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 12<sup>th</sup> day of September, 2011.



By:

*Michael T. Gray*

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

Attest:

*Mark S. Manguno*

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



State of Louisiana

ss:

Parish of Jefferson

On this 12<sup>th</sup> day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



*Lisa S. Millar*

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of July, 2023.



*Mark S. Manguno*

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

**PROPOSAL**

Proposal of James A Hodges Construction, Inc, (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

**"CITY PARK DRAINAGE IMPROVEMENTS"**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **45** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>1</u>	DATE: <u>June 20, 2023</u>
NUMBER: <u>2</u>	DATE: <u>July 10, 2023</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

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

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

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

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

**NOTES:**

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$21,2050.00	\$21,250.00
2	CLEARING & GRUBBING	LS	1	\$5,000.00	\$5,000.00
3	REMOVE & REPLACE CHAIN LINK FENCE	LF	200	\$19.50	\$3,900.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	50	\$20.00	\$1,000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	15	\$20.00	\$300.00
6	REMOVAL OF EXISTING CONCRETE INLETS	EA	3	\$2,000.00	\$6,000.00
7	REMOVAL OF EXISTING RIP-RAP	SY	30	\$24.00	\$720.00
8	REMOVAL OF 30" RCP	LF	140	\$18.00	\$2,520.00
9	REMOVAL OF 42" RCP	LF	485	\$18.00	\$8,730.00
10	ASPHALT PAVEMENT / WALKING TRACK	TONS	15	\$402.25	\$6,033.75
11	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	\$72.00	\$1,440.00
12	SAWCUTTING	LF	100	\$10.50	\$1,050.00
13	CRUSHED STONE SUB-BASE MATERIAL	TONS	40	\$52.50	\$2,100.00
14	BORROW EXCAVATION	CY	50	\$24.00	\$1,200.00
15	48" HDPE DRAINAGE PIPE	LF	140	\$132.00	\$18,480.00
16	60" RCP DRAINAGE PIPE	LF	485	\$298.00	\$144,530.00
17	REINFORCED CONCRETE INLET, PER PLANS	EA	3	\$12,980.00	\$38,940.00
18	3' X 3' CAST IRON GRATE	EA	3	\$1,750.00	\$5,250.00
19	CONCRETE, CLASS B	CY	5	\$1,500.00	\$7,500.00
20	CONNECT TO EXISTING PIPES	EA	5	\$2,000.00	\$10,000.00
21	SOLID SODDING	SY	3000	\$4.35	\$13,050.00
22	TEMPORARY FENCING / BARRIER	LS	1	\$4,125.00	\$4,125.00
23	EROSION CONTROL	LS	1	\$4,575.00	\$4,575.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	LS	1	\$10,000.00	\$10,000.00
<b>TOTAL</b>					<b>\$317,693.75</b>

D-4a

**BID FORM - BID NO. 2023-028PW  
CITY OF TUPELO, MISSISSIPPI  
CITY PARK DRAINAGE IMPROVEMENTS  
MAY, 2023**

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: James A Hodges Construction, Inc,  
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: James A Hodges President  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: James A Hodges Construction, Inc,  
1281A CR 811  
Saltillo, MS 38866  
PHONE NUMBER: 662-842-8538



D-4b



**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, James A Hodges  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of James A Hodges Construction, Inc,  
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That James A Hodges Construction, Inc., Bidder on the "CITY PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature [Handwritten Signature]

Title PRESIDENT

(SEAL)  
Sworn before me this 12<sup>th</sup> day of July, 2023.  
Allison Wood, Notary Public  
My commission expires December 9, 2026



**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

**NON-COLLUSION AFFIDAVIT**  
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF Lee

I, James A Hodges  
(name of person signing affidavit)

individually, and in my capacity as President  
(title)

of James A Hodges Construction, Inc.  
(name of firm, partnership, limited liability company, or corporation.)

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(a) That James A Hodges Construction, Inc., Bidder on the "CITY PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

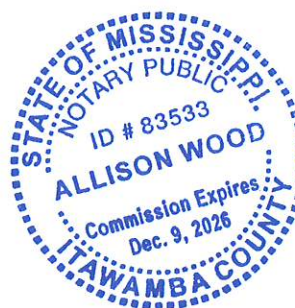
Signature *James A Hodges*

Title PRESIDENT

(SEAL)  
Sworn before me this 12<sup>th</sup> day of July, 2023.

Allison Wood, Notary Public

My commission expires December 9, 2026

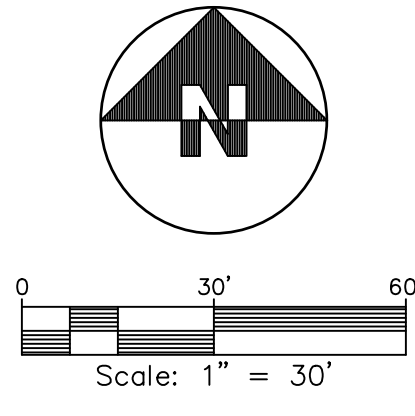
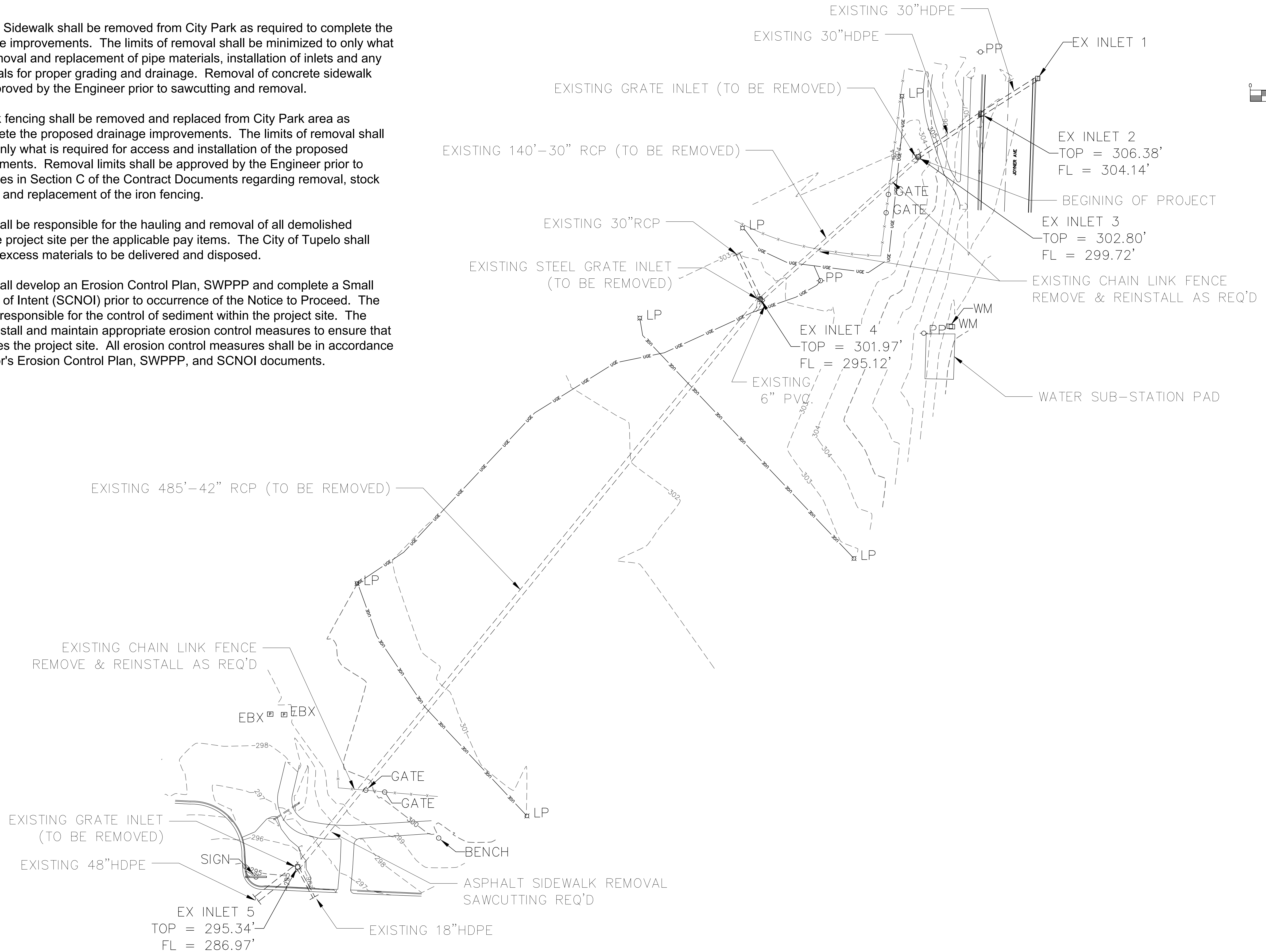


**NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**



**NOTES:**

- Existing Concrete Sidewalk shall be removed from City Park as required to complete the proposed drainage improvements. The limits of removal shall be minimized to only what is required for removal and replacement of pipe materials, installation of inlets and any necessary materials for proper grading and drainage. Removal of concrete sidewalk limits shall be approved by the Engineer prior to sawcutting and removal.
- Existing chain link fencing shall be removed and replaced from City Park area as required to complete the proposed drainage improvements. The limits of removal shall be minimized to only what is required for access and installation of the proposed drainage improvements. Removal limits shall be approved by the Engineer prior to removal. See notes in Section C of the Contract Documents regarding removal, stock piling of materials and replacement of the iron fencing.
- The contractor shall be responsible for the hauling and removal of all demolished materials from the project site per the applicable pay items. The City of Tupelo shall provide areas for excess materials to be delivered and disposed.
- The contractor shall develop an Erosion Control Plan, SWPPP and complete a Small Contractor Notice of Intent (SCNOI) prior to occurrence of the Notice to Proceed. The contractor will be responsible for the control of sediment within the project site. The contractor shall install and maintain appropriate erosion control measures to ensure that no sediment leaves the project site. All erosion control measures shall be in accordance with the contractor's Erosion Control Plan, SWPPP, and SCNOI documents.



PREPARED BY: **Dabbs Corporation**  
 1050 N. EASON BLVD. TUPELO, MS 38804  
 OFFICE: 601.927.4012 dabbscorp@gmail.com

DRAWN: TC		SCALE: 1" = 30'		DRAWING REVISIONS			
NO.	DATE	REMARKS	NO.	DATE	REMARKS	NO.	DATE
DESIGNED: DD	DATE: 05/30/2023						
CHECKED: DD	PROJECT: 0						

SHEET TITLE: **EXISTING SITE CONDITIONS DEMOLITION PLAN**

SHEET NO: **C1**

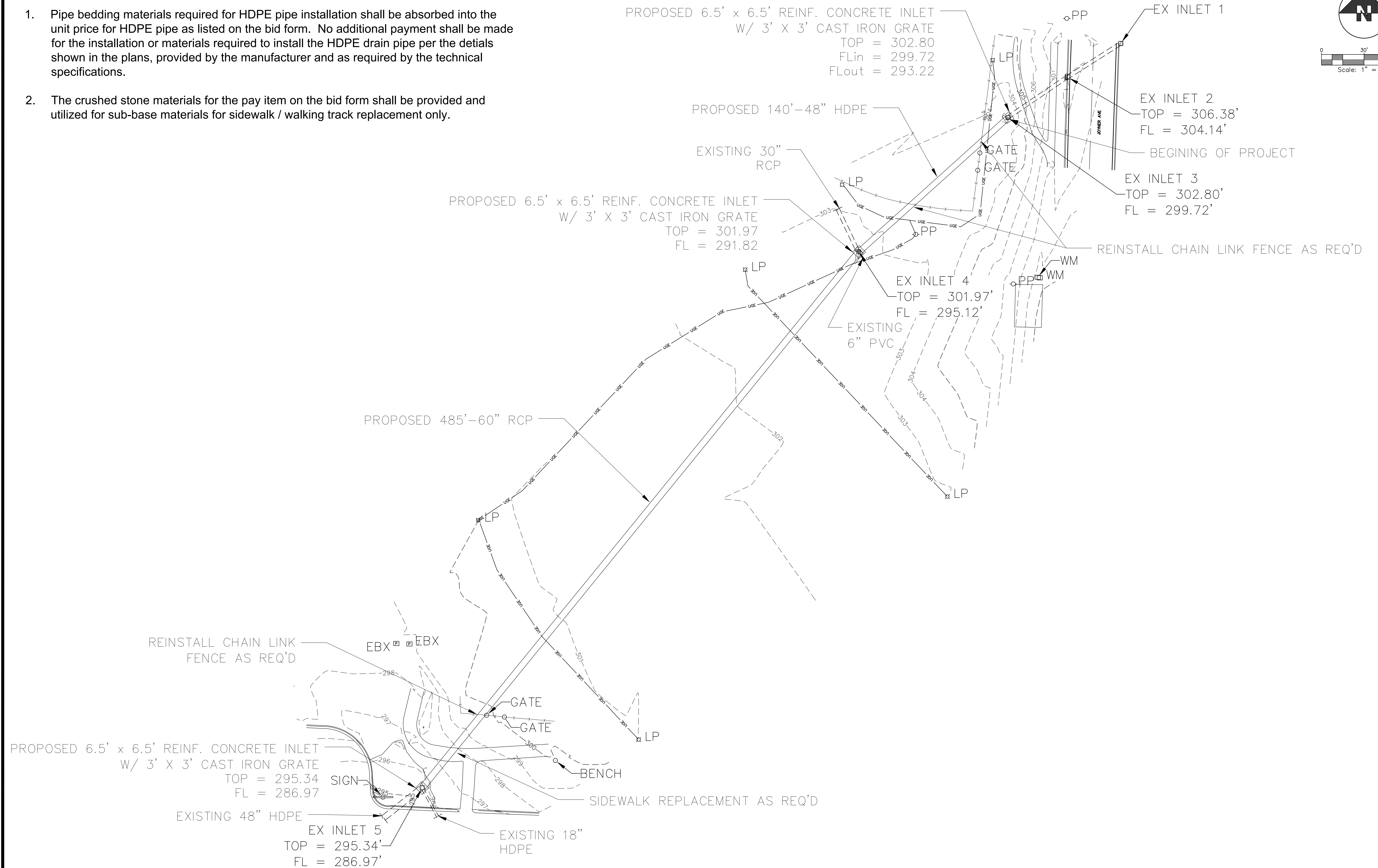
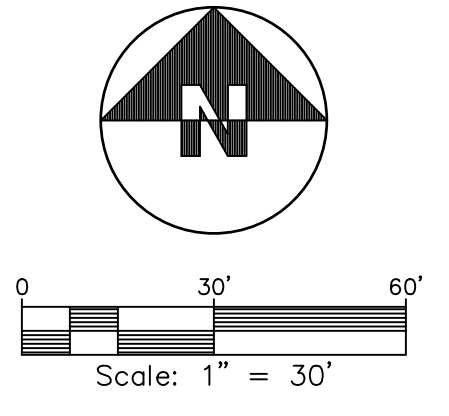
CITY OF TUPELO, MISSISSIPPI  
LEE COUNTY, MISSISSIPPI

ROB LEAKE CITY PARK  
DRAINAGE IMPROVEMENTS

FILE: P:\TITEL\23\Details\City Park\Drainage\Proposed\Drainage\City Park\Drainage\City Park\Drainage.dwg

NOTES:

1. Pipe bedding materials required for HDPE pipe installation shall be absorbed into the unit price for HDPE pipe as listed on the bid form. No additional payment shall be made for the installation or materials required to install the HDPE drain pipe per the details shown in the plans, provided by the manufacturer and as required by the technical specifications.
2. The crushed stone materials for the pay item on the bid form shall be provided and utilized for sub-base materials for sidewalk / walking track replacement only.



CITY OF TUPELO, MISSISSIPPI  
LEE COUNTY, MISSISSIPPI

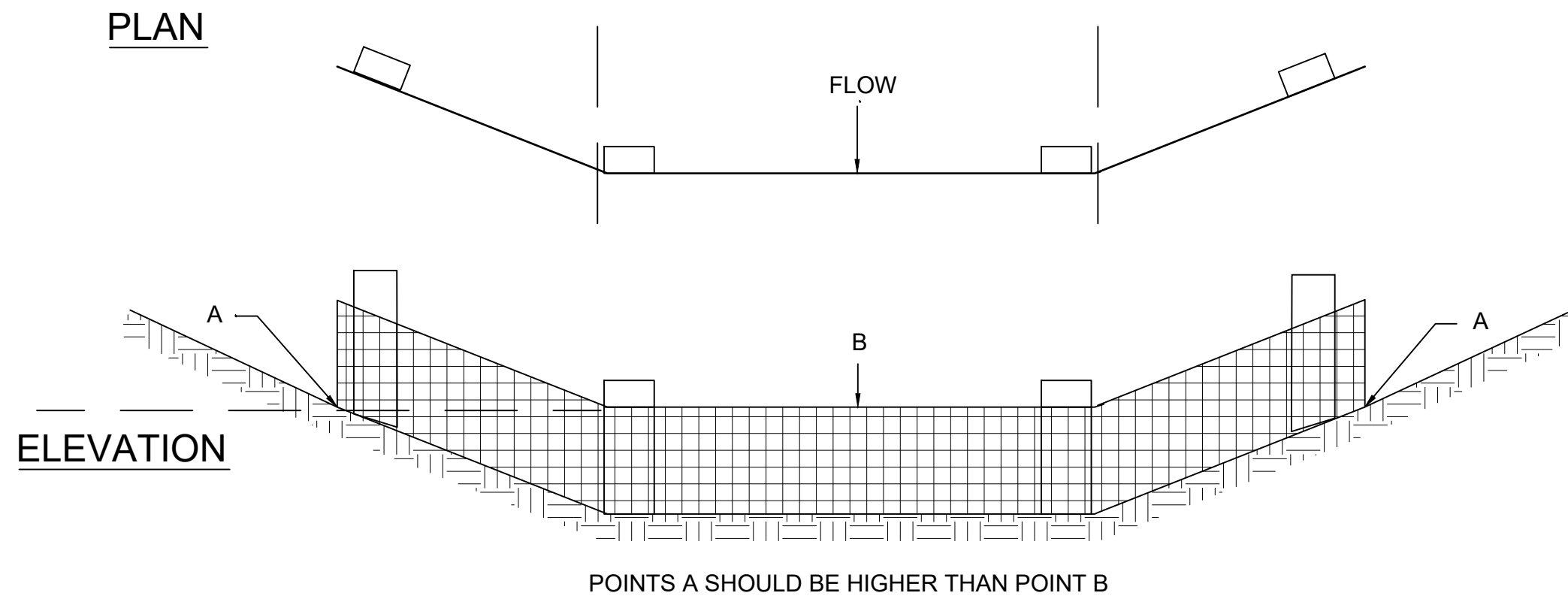
ROB LEAKE CITY PARK  
DRAINAGE IMPROVEMENTS

PREPARED BY:  **1050 N. EASON BLVD. TUPELO, MS 38804**  
OFFICE: 601.927.4012 dabbscorp@gmail.com

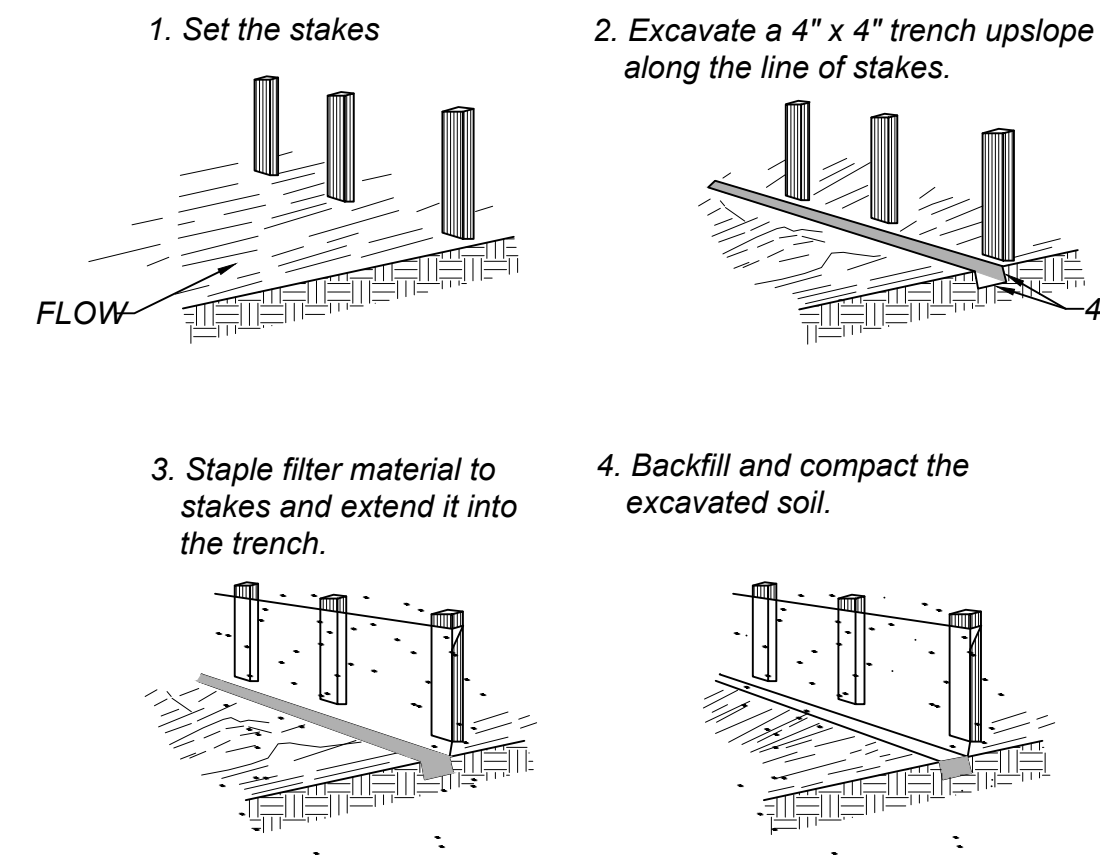
DRAWN: TC		SCALE: 1" = 30'		DRAWING REVISIONS					
NO.	DATE	REMARKS	NO.	DATE	REMARKS	NO.	DATE	REMARKS	
DESIGNED: DD	DATE: 05/30/2023								
CHECKED: DD	PROJECT: 0								

SHEET TITLE: **PROPOSED DRAINAGE LAYOUT PLAN**

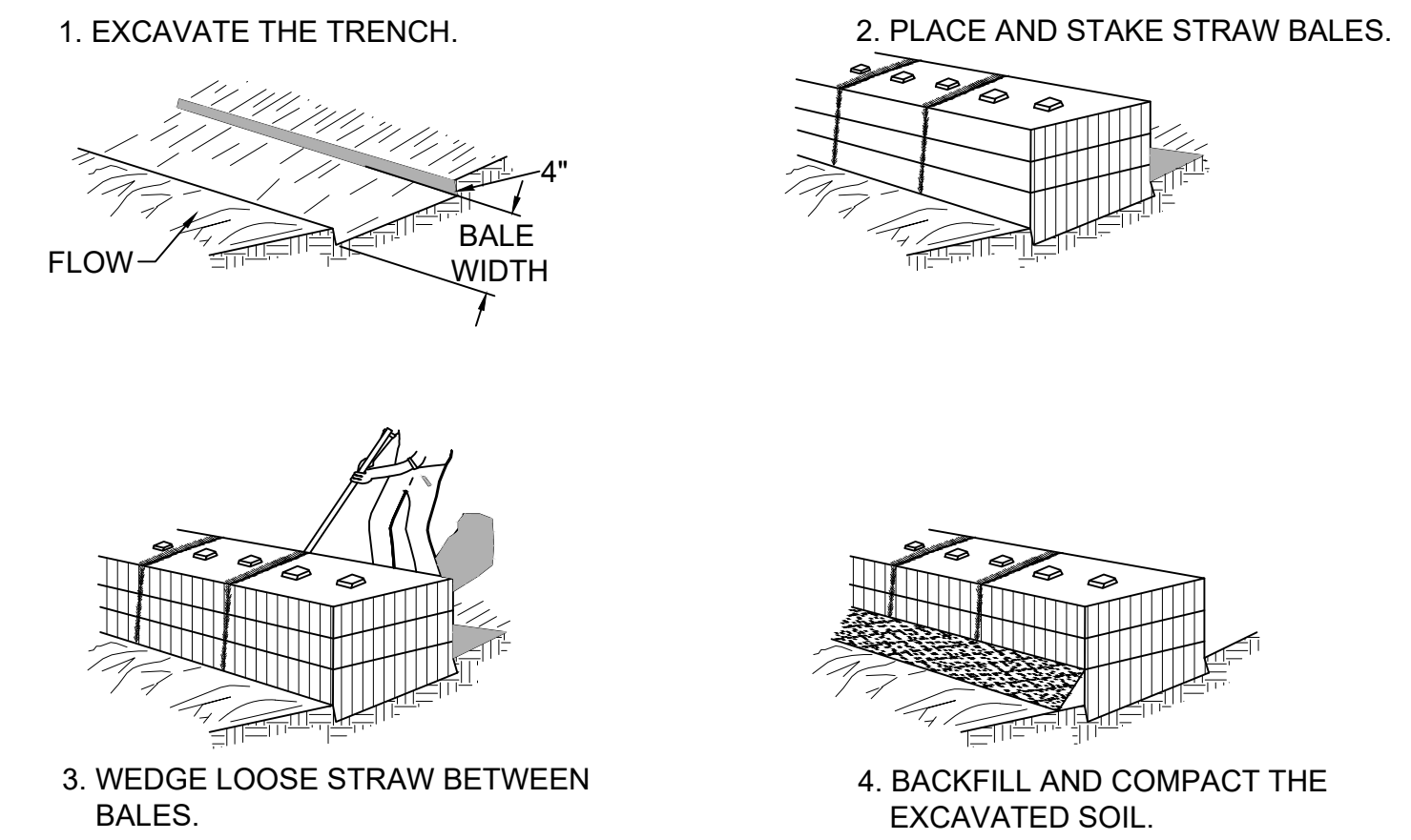
SHEET NO: **G2**



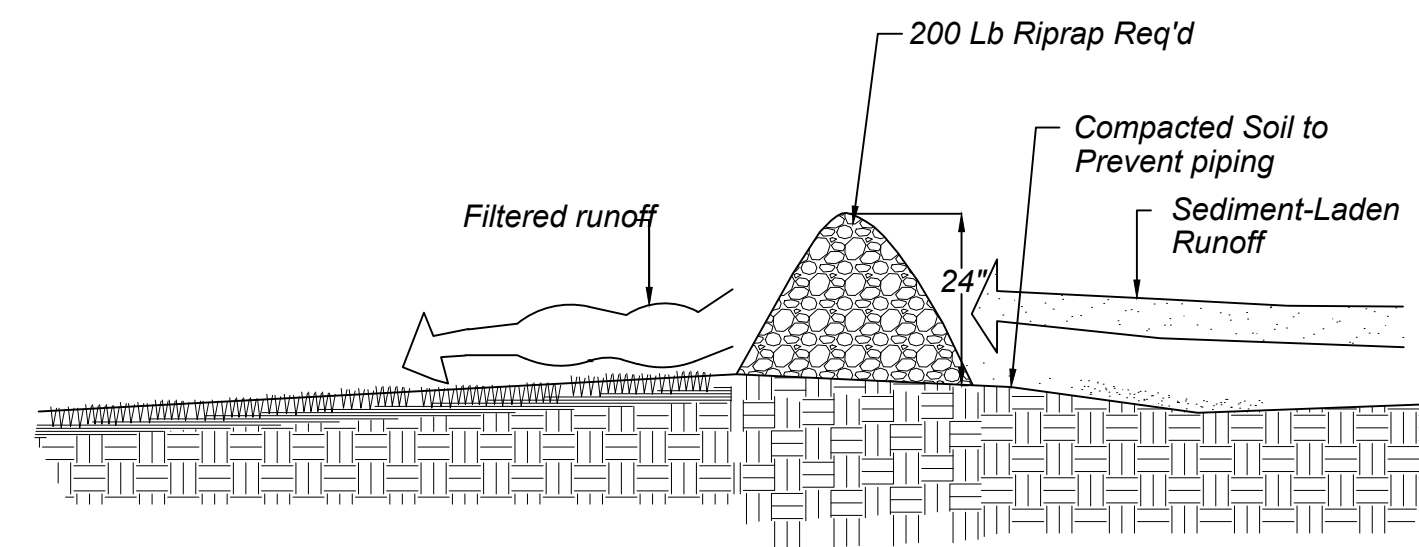
**PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY**  
NOT TO SCALE



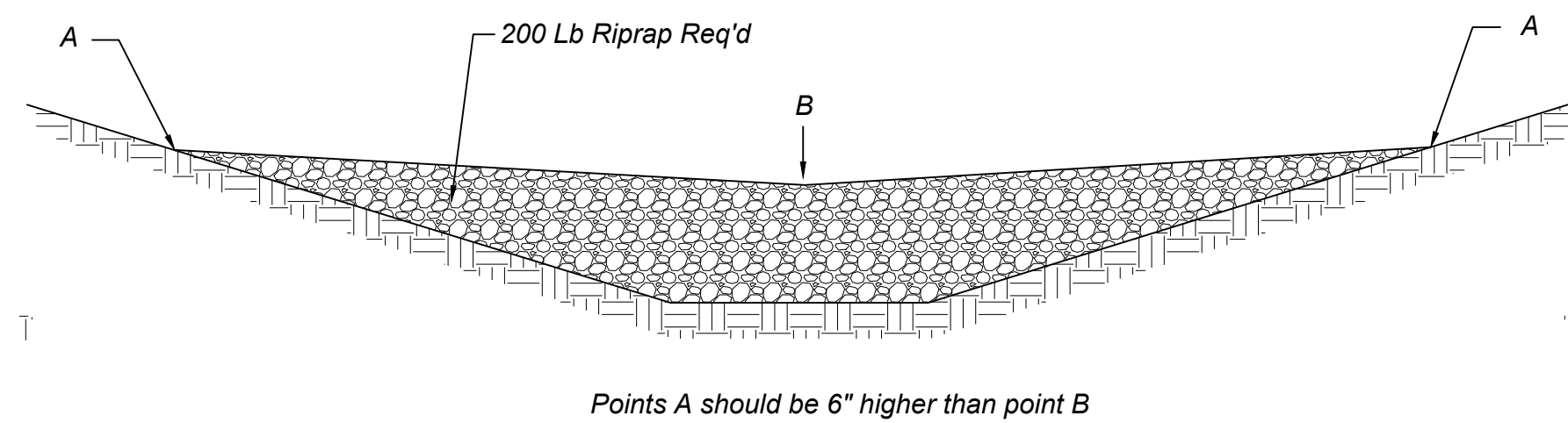
**CONSTRUCTION OF A SILT FENCE**  
NOT TO SCALE



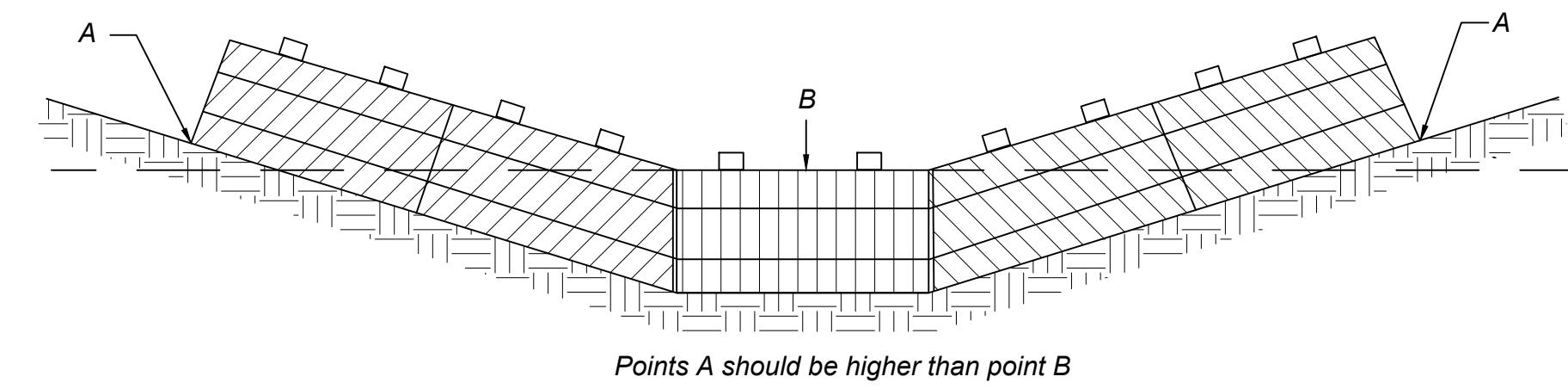
**CONSTRUCTION OF A STRAW BALE BARRIER**  
NOT TO SCALE



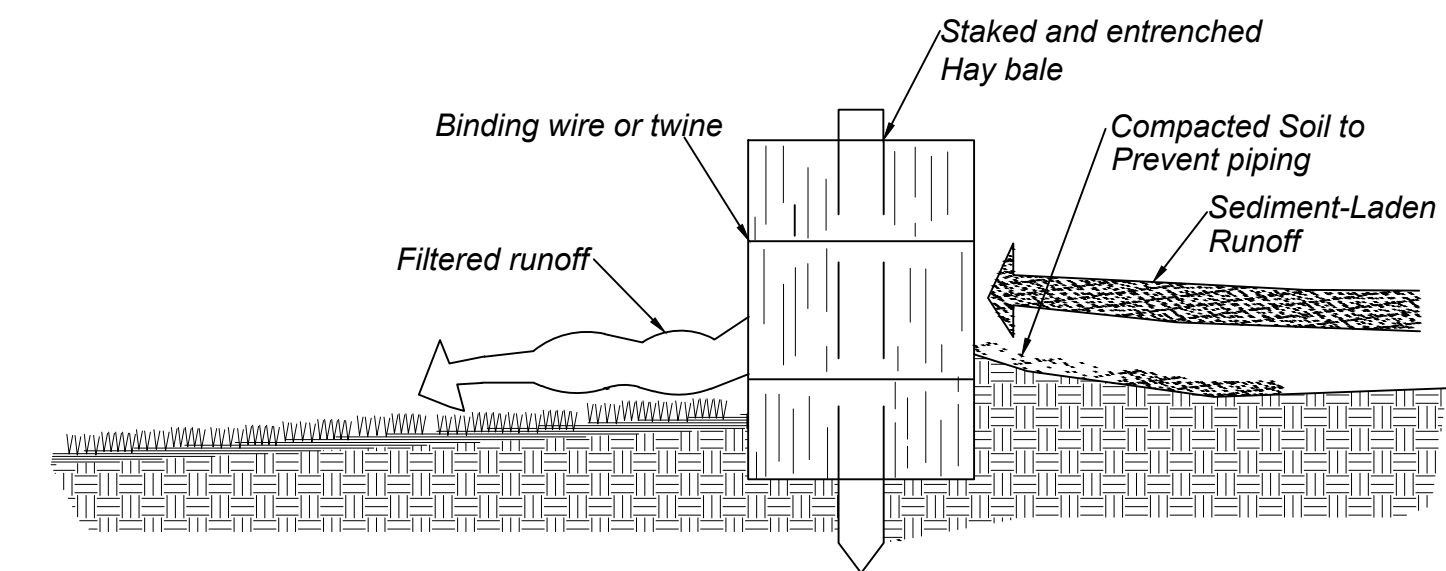
**RIPRAP DITCH CHECK ELEVATION**



**RIPRAP DITCH CHECK SECTION**

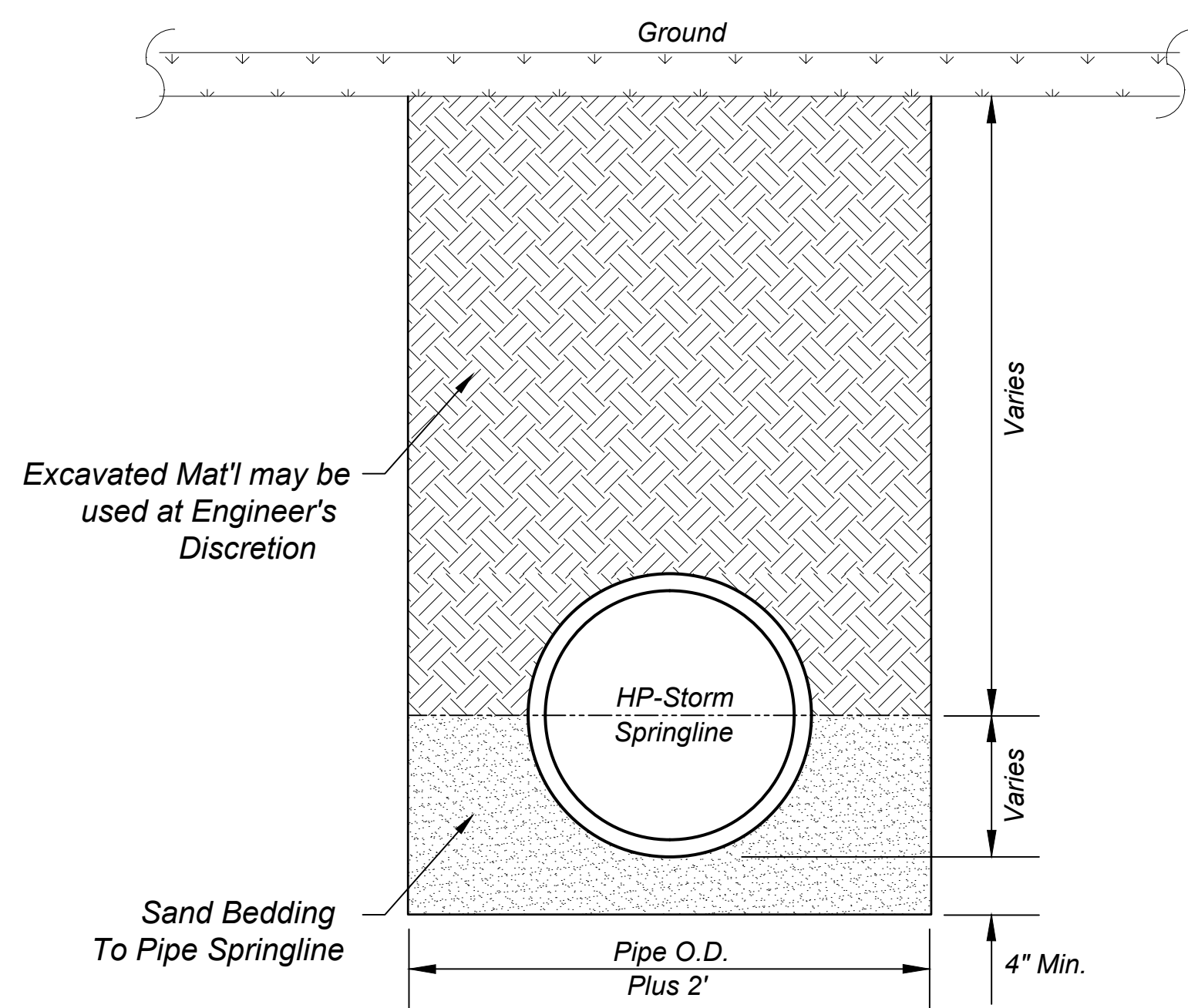


**HAY BALE DITCH CHECK ELEVATION**

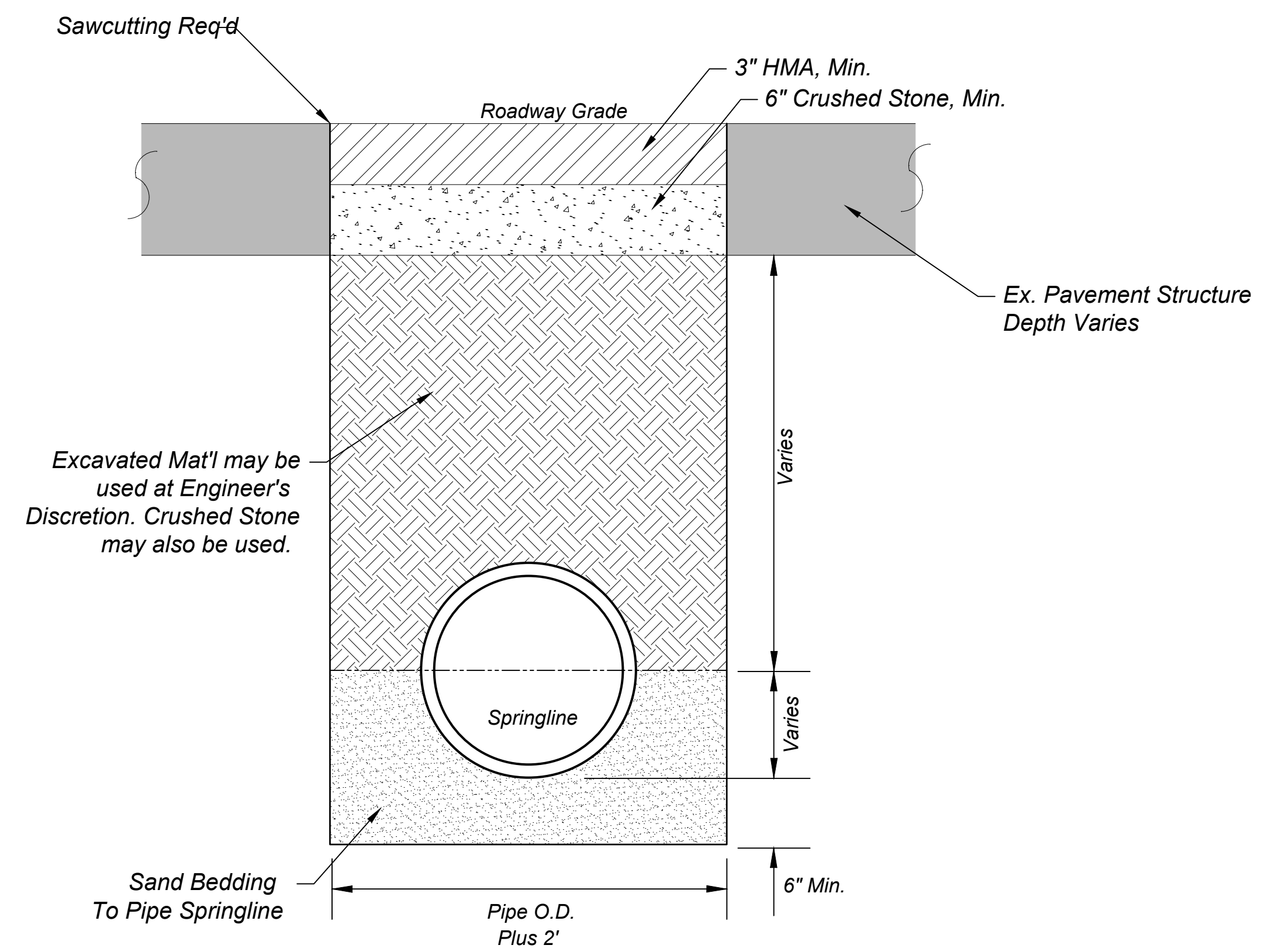


**HAY BALE DITCH CHECK SECTION**

DRAWN: TC	SCALE: 0:0	DRAWING REVISIONS					
		NO.	DATE	REMARKS	NO.	DATE	REMARKS
DESIGNED: DD	DATE: 05/30/2023						
CHECKED: DD	PROJECT: 0						



**HP-Storm PIPE INSTALLATION (NON-ROADWAY)**  
Not to Scale



**HP STORM INSTALLATION (ROADWAY)**  
Not to Scale

PREPARED BY:



1050 N. EASON BLVD. TUPELO, MS 38804  
OFFICE: 601.927.4012 dabbscorp@gmail.com

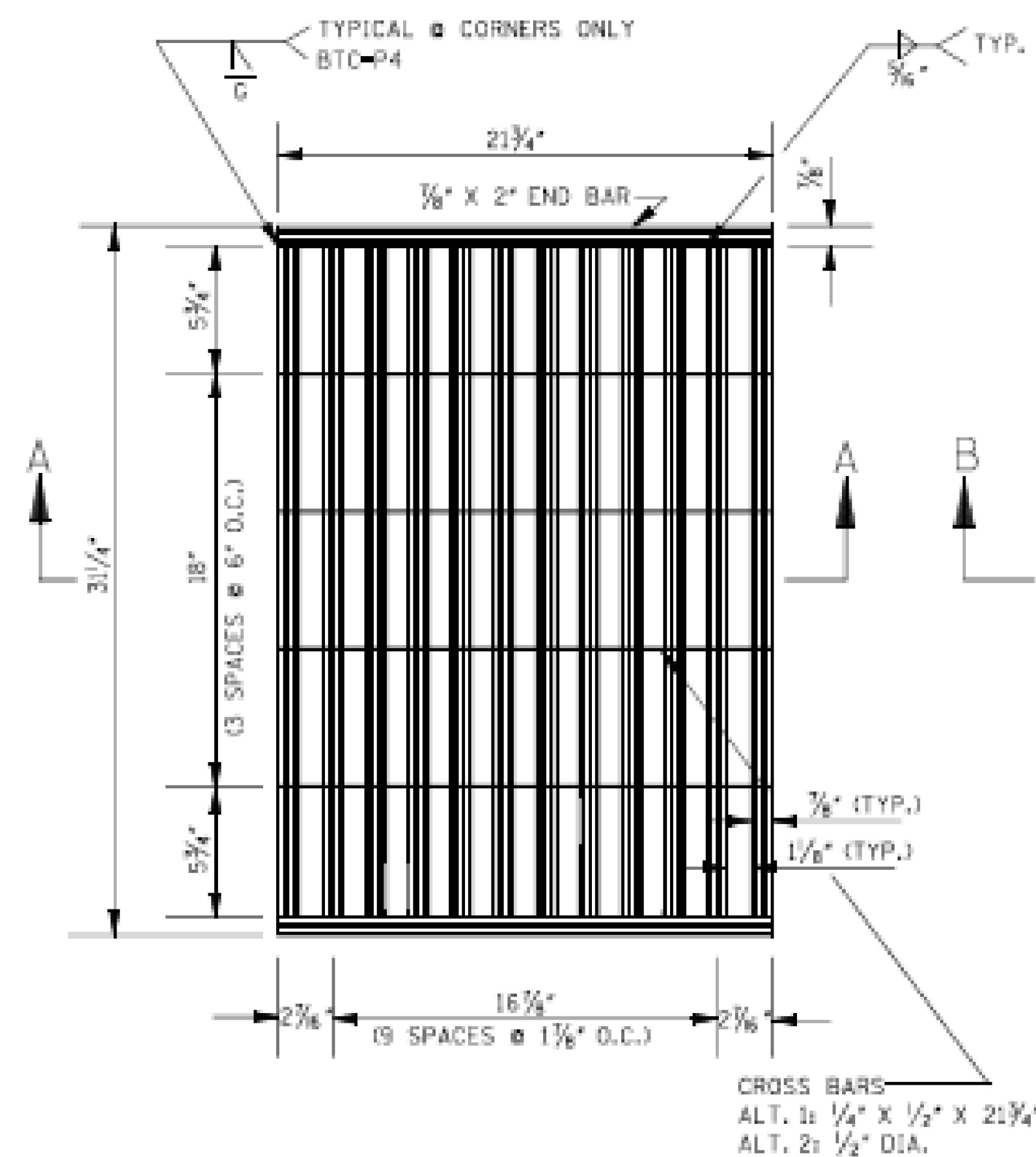
NO.	DATE	REMARKS	NO.	DATE	REMARKS

SHEET TITLE:

**PIPE INSTALLATION DETAILS**

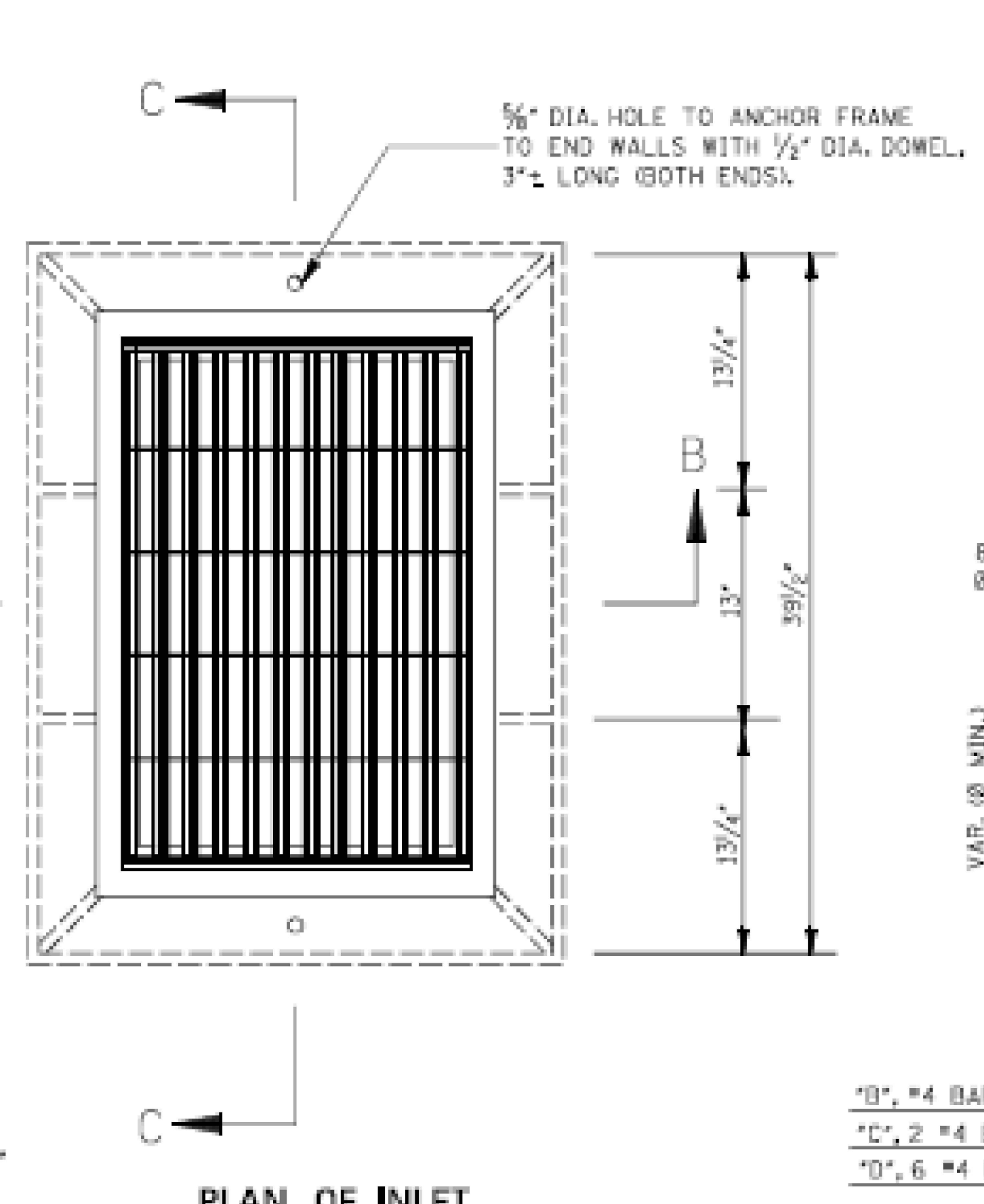
SHEET NO:

**C3.2**

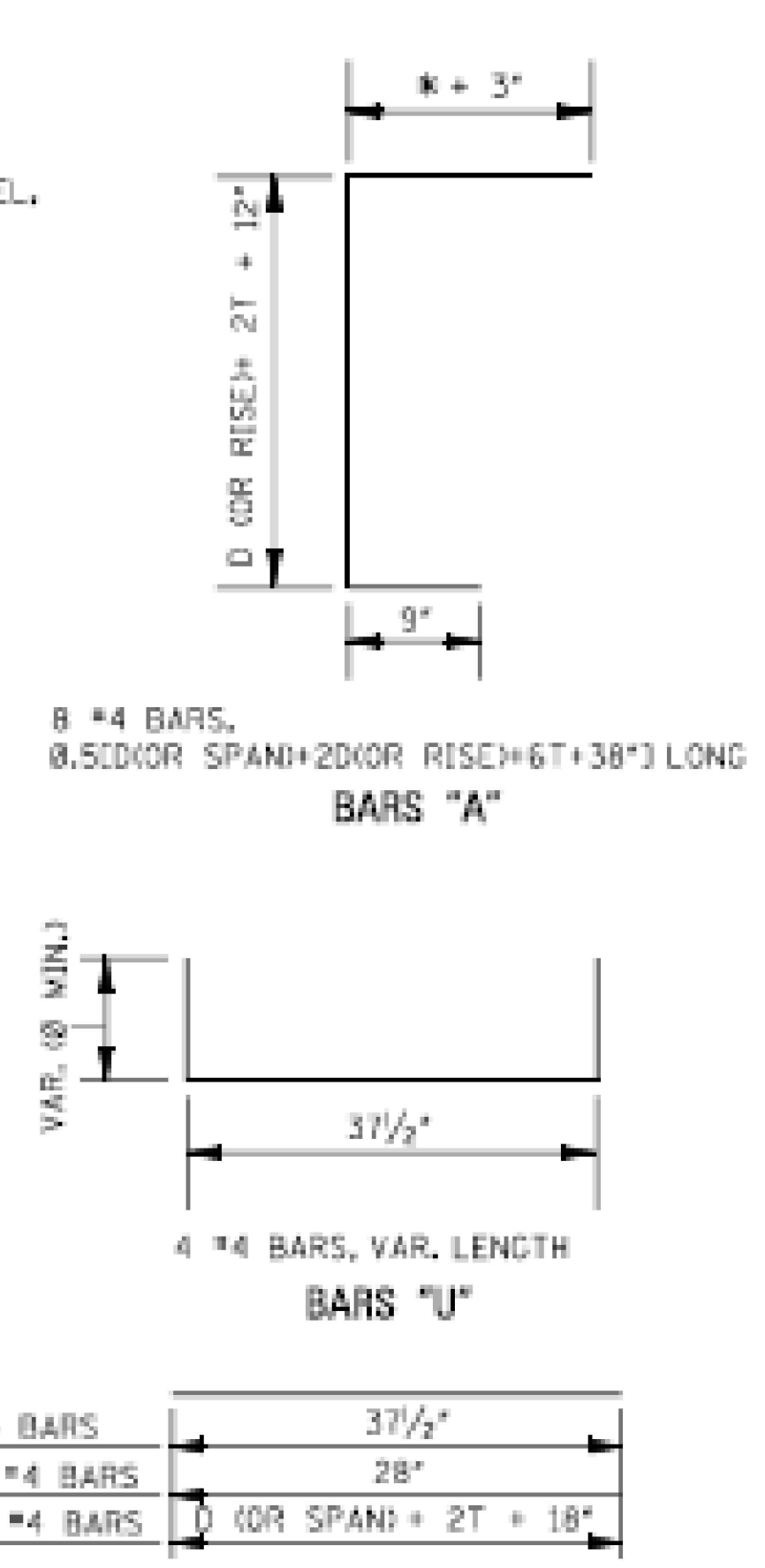


PLAN OF GRATE NO.1

NOTE: FOR OTHER GRATE DETAILS SEE SHEET 10-2.



PLAN OF INLET

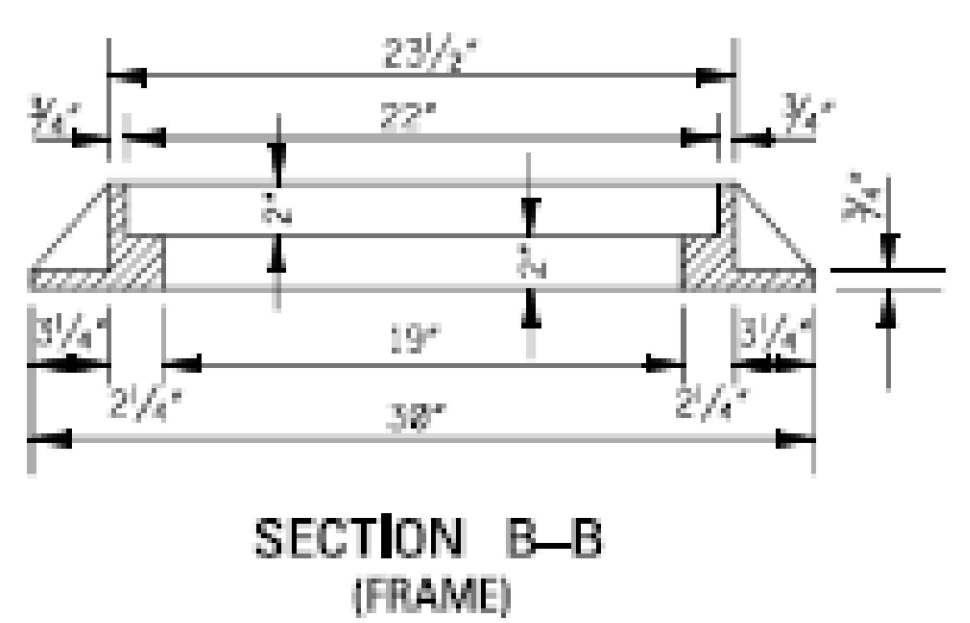


BAR DETAILS

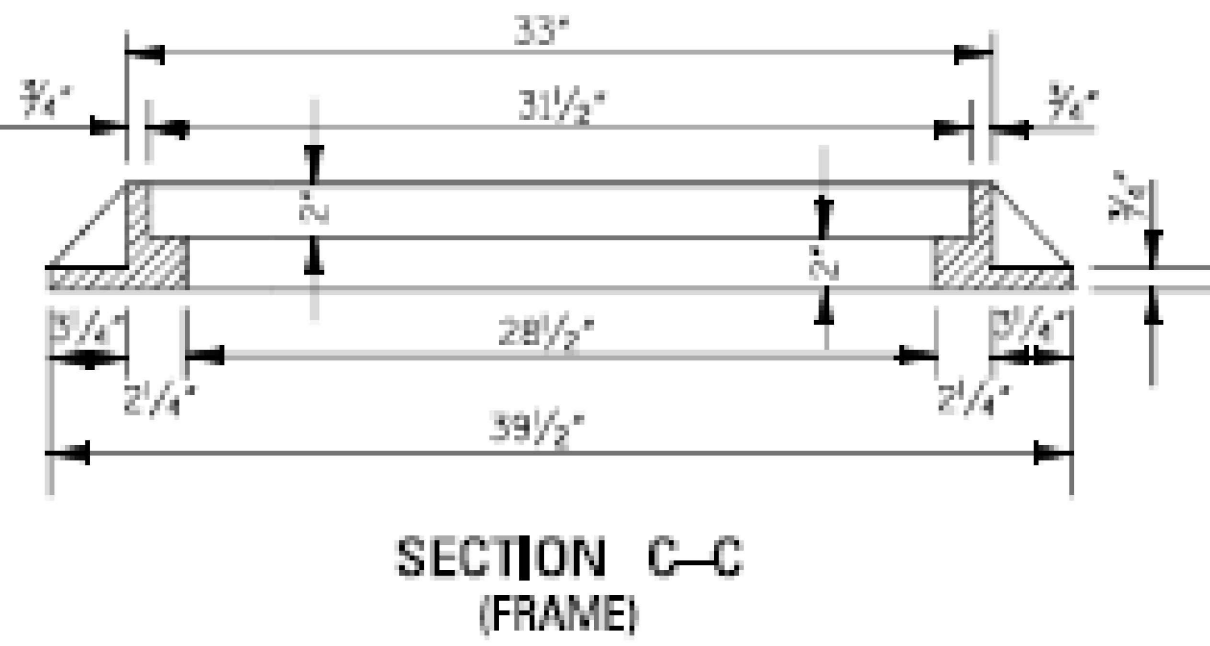
\*NOTE:  
 $\frac{*(D \text{ OR SPAN}) + 2T - 18"}{2}$

PIPE SIZE	MIN. DEPTH TO F.L.	MIN. DEPTH INLET		PIPE OPENING DEDUCTION (yd <sup>3</sup> )	T	BARS/SIZES				
		CONC. (yd <sup>3</sup> )	STEEL (lbs)			BARS/SIZES				
						"A" #4	"B" #4	"C" #4	"D" #4	"U" #4
NO. LGTH.	NO. LGTH.	NO. LGTH.	NO. LGTH.	NO. LGTH.						
18"	2.792'	0.869	76	0.053	2 1/2'	8 @ 4'-9 1/2"	12 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 3'-6"	4 @ 3'-9 1/2"
24"	3.334'	1.117	87	0.091	3'	8 @ 5'-4"	14 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 4'-0"	4 @ 3'-9 1/2"
30"	3.875'	1.385	94	0.138	3 1/2'	8 @ 6'-2 1/2"	14 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 4'-7"	4 @ 3'-9 1/2"
36"	4.417'	1.671	105	0.196	4'	8 @ 7'-1"	16 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 5'-2"	4 @ 3'-9 1/2"
42"	4.959'	1.978	116	0.263	4 1/2'	8 @ 7'-11 1/2"	18 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 5'-9"	4 @ 3'-9 1/2"
48"	5.500'	2.305	123	0.340	5'	8 @ 8'-10"	18 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 6'-4"	4 @ 3'-9 1/2"
54"	6.042'	2.650	135	0.427	5 1/2'	8 @ 9'-8 1/2"	20 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 6'-11"	4 @ 3'-9 1/2"
60"	6.583'	3.016	146	0.524	6'	8 @ 10'-7"	22 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 7'-6"	4 @ 3'-9 1/2"
66"	7.125'	3.402	153	0.630	6 1/2'	8 @ 11'-5 1/2"	22 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 8'-1"	4 @ 3'-9 1/2"
72"	7.667'	3.806	164	0.747	7'	8 @ 12'-4"	24 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 8'-8"	4 @ 3'-9 1/2"
22" X 13"	2.417'	0.855	76	0.053	2 1/2'	8 @ 4'-3"	12 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 3'-9"	4 @ 3'-9 1/2"
29" X 18"	2.833'	1.085	83	0.087	3'	8 @ 5'-0 1/4"	12 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 4'-4 1/2"	4 @ 3'-9 1/2"
36" X 23"	3.250'	1.358	94	0.129	3 1/2'	8 @ 5'-10"	14 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 5'-1"	4 @ 3'-9 1/2"
44" X 27"	3.635'	1.631	101	0.185	4'	8 @ 6'-7 1/2"	14 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 5'-10"	4 @ 3'-9 1/2"
51" X 31"	4.068'	1.942	113	0.245	4 1/2'	8 @ 7'-9 1/2"	16 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 6'-6"	4 @ 3'-9 1/2"
58" X 36"	4.500'	2.269	120	0.318	5'	8 @ 8'-3"	16 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 7'-2 1/2"	4 @ 3'-9 1/2"
65" X 40"	4.875'	2.575	130	0.394	5 1/2'	8 @ 9'-0"	18 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 7'-10"	4 @ 3'-9 1/2"
73" X 45"	5.333'	2.966	139	0.489	6'	8 @ 9'-10 1/2"	18 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 8'-7"	4 @ 3'-9 1/2"
88" X 54"	6.167'	3.765	156	0.688	7'	8 @ 11'-6"	20 @ 3'-1 1/2"	2 @ 2'-4"	6 @ 10'-0"	4 @ 3'-9 1/2"

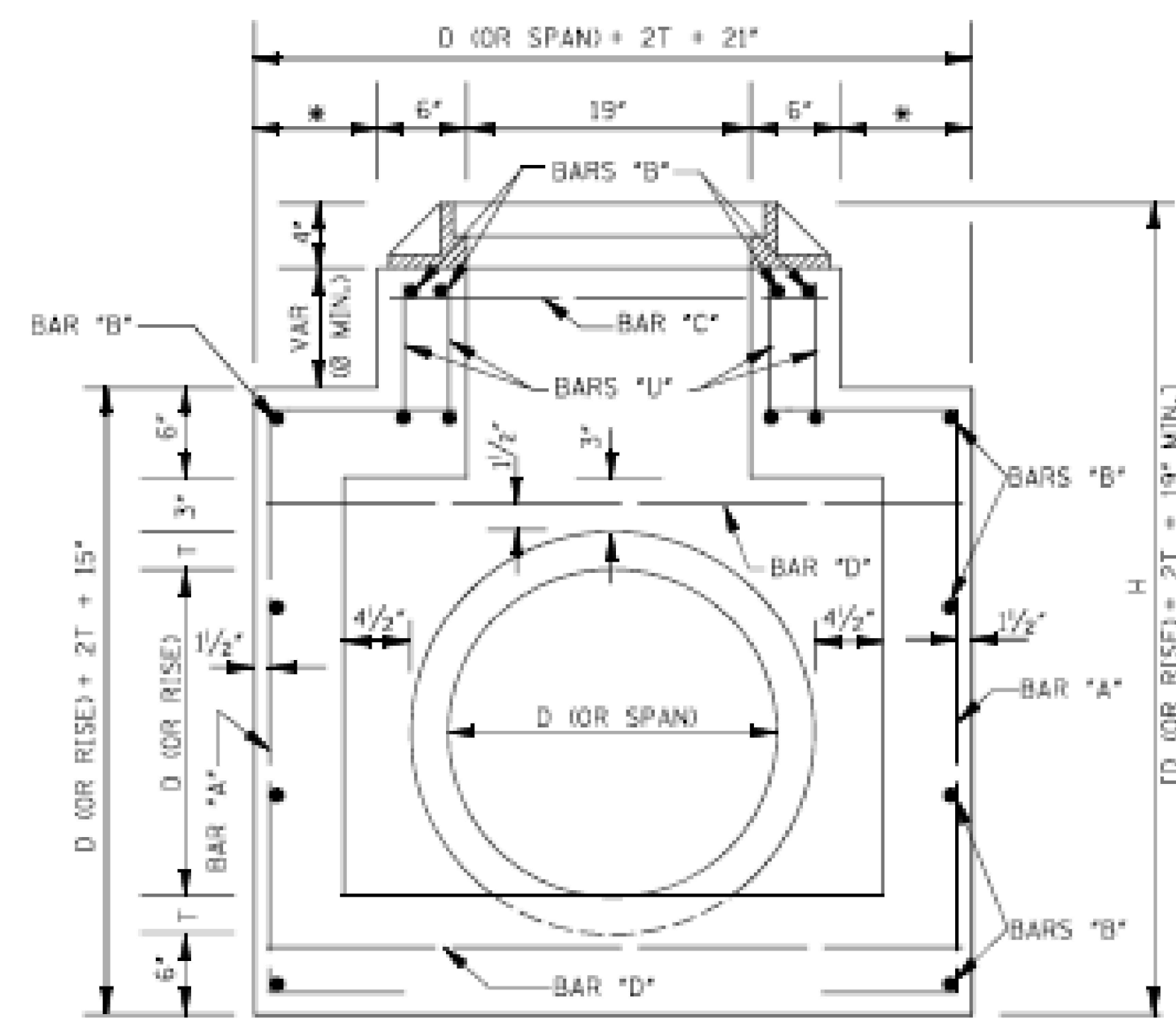
- NOTES:
- ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.
  - FOR EACH ADDITIONAL FOOT OF INLET HEIGHT, ADD 0.184 yd<sup>3</sup> CLASS "B" CONCRETE AND 17 lbs REINFORCING STEEL.
  - 4 BARS "B" AND 2 BARS "C" REQUIRED PER EACH ADDITIONAL FOOT OF INLET HEIGHT.
  - WEIGHT OF FRAME CASTING = 244 lbs.  
WEIGHT OF GRATE = SEE SHEET 10-2.



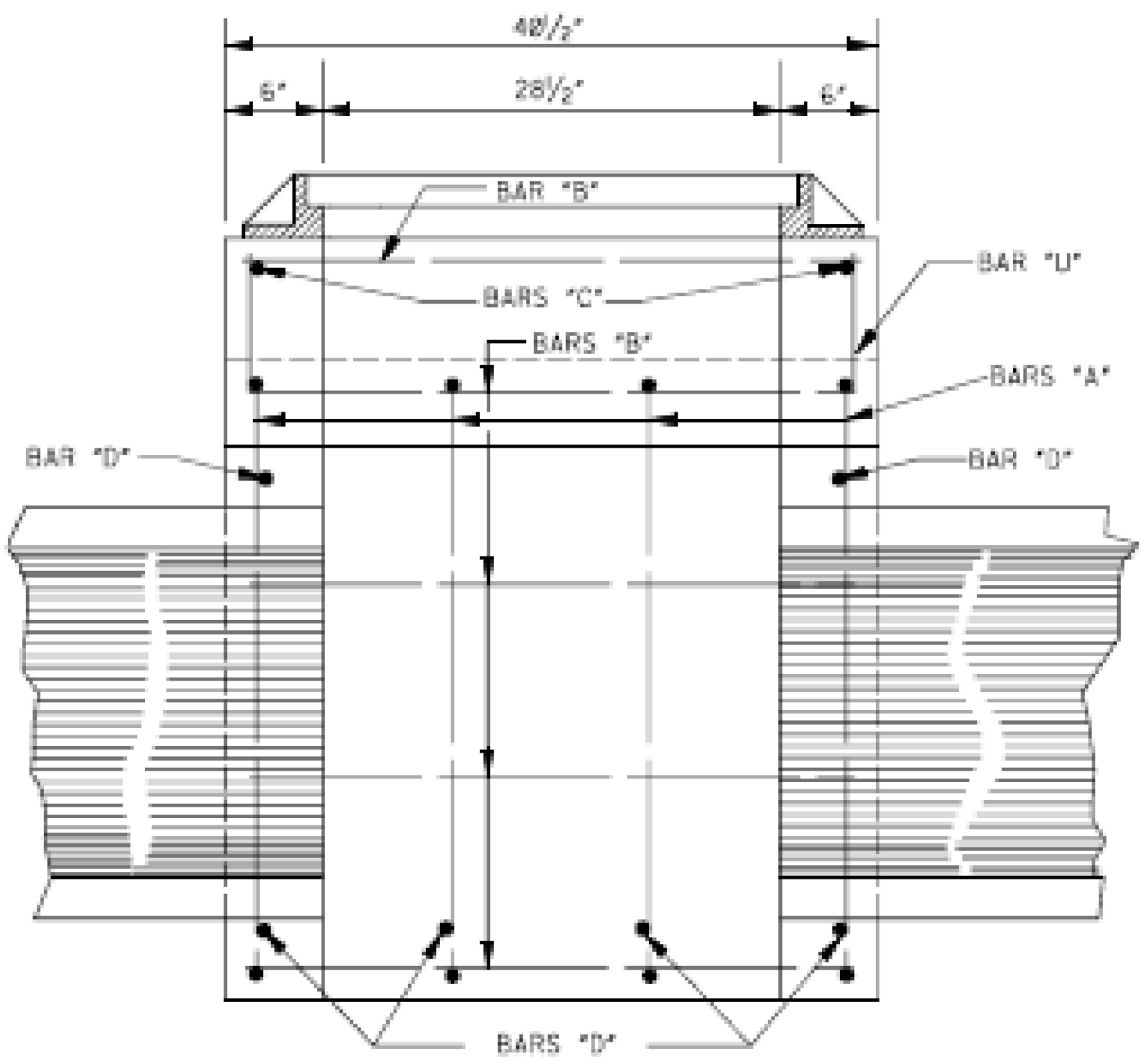
SECTION B-B (FRAME)



SECTION C-C (FRAME)



SECTION B-B

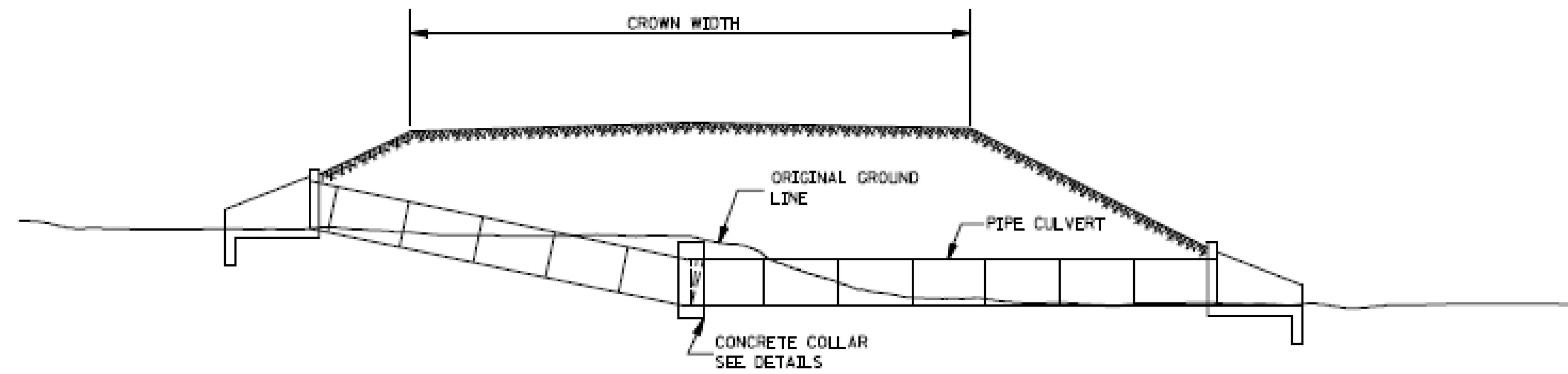


SECTION C-C

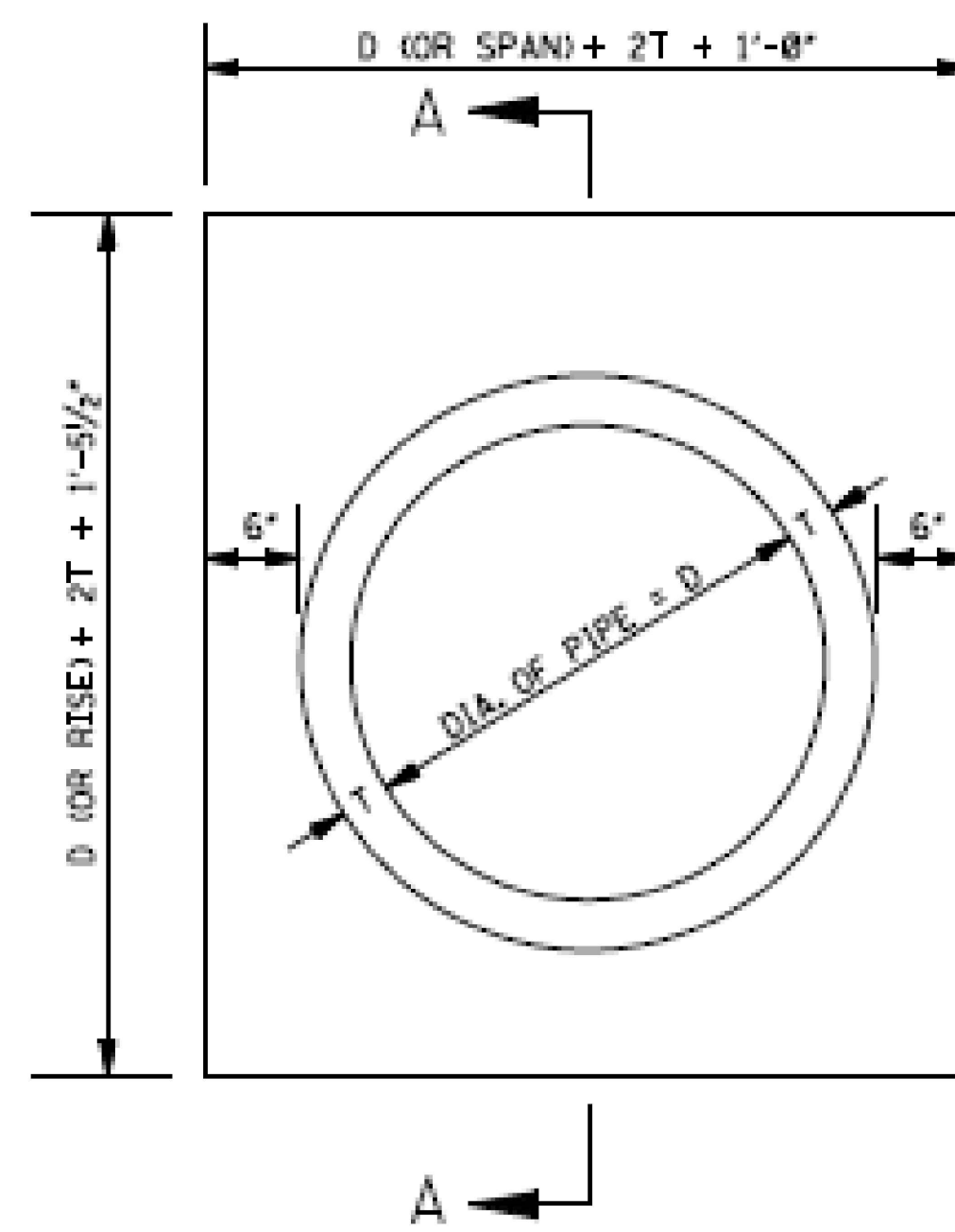
- GENERAL NOTES:
- QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
  - CONCRETE SHALL BE CLASS "B" CONCRETE AND REINFORCING STEEL SHALL BE DEFORMED BARS.
  - THE CONTRACTOR HAS THE OPTION TO PROVIDE GRATE NO. 1 OR GRATE NO. 2 AS SHOWN ON SHEET 10-2.
  - FRAME TO BE GRAY IRON CASTING, (AASHTO M 105, CLASS 30).

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
DATE	ISSUE DATE: AUGUST 01, 2017
REVISION	
	<b>STORM SEWER INLET TYPE SS-3</b>
	WORKING NUMBER SS-3
	SHEET NUMBER 6525

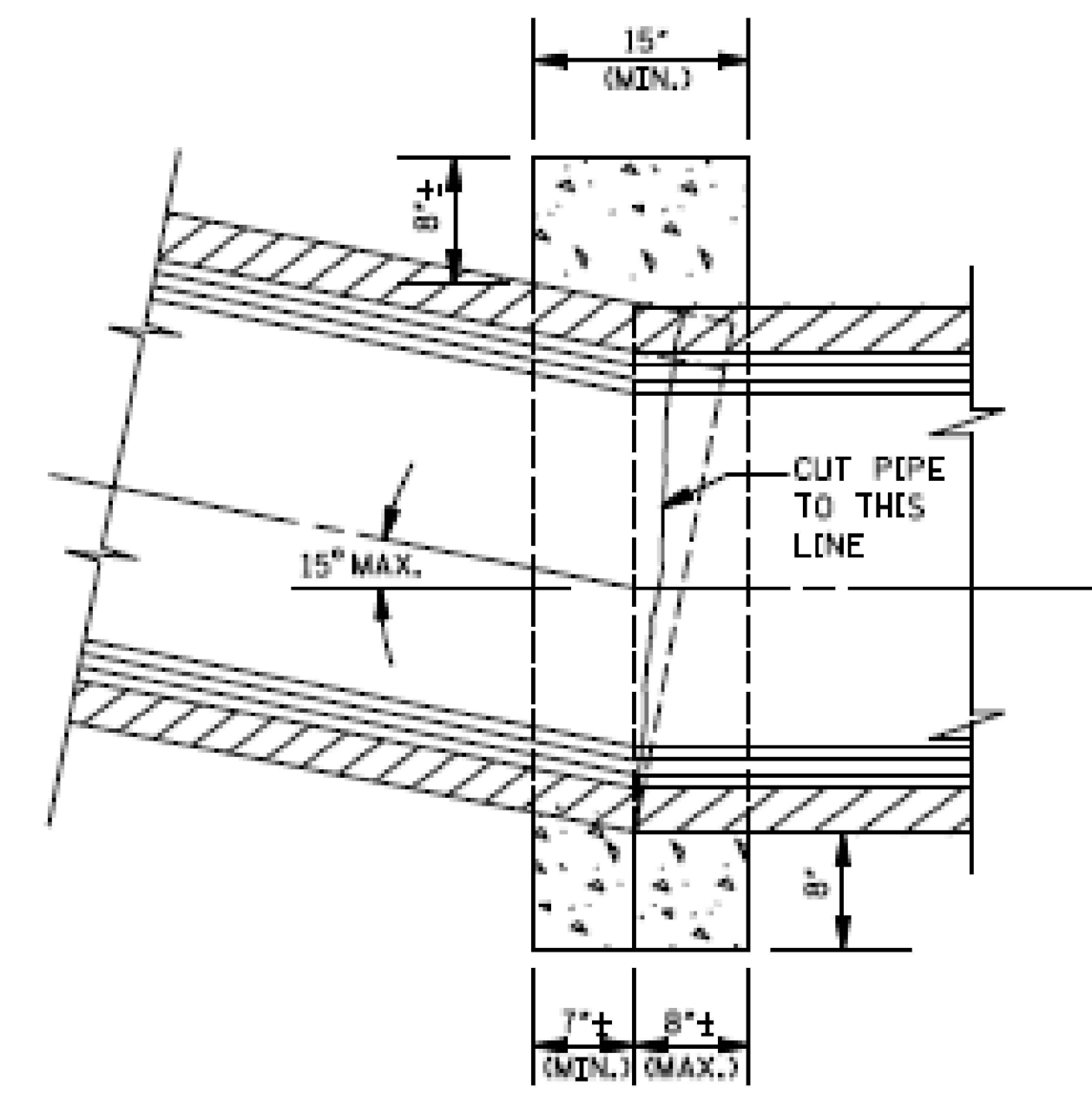




TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR  
NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A-A

GENERAL NOTES:

1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.
2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR CONCRETE COLLAR FOR PIPE CULVERTS			
CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd <sup>3</sup> )	SIZE OF PIPE	CLASS "B" CONCRETE (yd <sup>3</sup> )
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.240	80 x 54	1.366
72"	1.393		

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
REVISION	<b>CONCRETE PIPE COLLAR</b>
DATE	ISSUE DATE: AUGUST 01, 2017
	WORKING NUMBER PC-1
	SHEET NUMBER 6503



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, July 11, 2023

The Tupelo Convention & Visitors Bureau met Tuesday, July 11, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Leslie Nabors, Stephanie Browning, Louis Britton and Chauncey Godwin. Tupelo CVB staff members present were Mitch Lowe, Kylie Boring, and Stephanie Moody-Coomer. Kim Hanna was in attendance representing the City of Tupelo. Stephanie Browning presided over the meeting in the absence of chairman Neal McCoy.

Stephanie Browning called the meeting to order at 2:03 p.m.

Chauncey Godwin moved for approval of the agenda, Leslie Nabors seconded the motion. All voting aye, the motion carried.

Leslie Nabors moved that the minutes from May 2023 be approved as presented. Louis Britton seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial report.

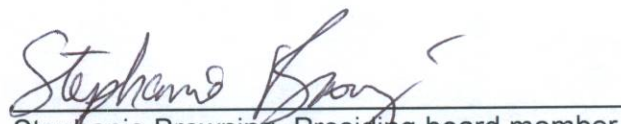
Mitch Lowe, Kylie Boring, and Stephanie Coomer presented staff reports.

Stephanie Coomer presented the first draft of a proposed budget for FY '24 and fielded questions. The budget will be on the August meeting agenda for approval.

The meeting adjourned at 2:41 p.m.

Submitted by:

  
Chauncey Godwin, Secretary

  
Stephanie Browning, Presiding board member



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Director  
**DATE** JULY 12, 2023  
**SUBJECT:** IN THE MATTER OF CVB INT'L TRAVEL OCTOBER 20-23, 2023 NM

---

**Request:**

Approval for Extension International Travel for Jennie Bradford Curlee



July 7, 2023

Mayor Todd Jordan  
Mr. Travis Beard, Council President  
Mr. Lynn Bryan  
Ms. Nettie Davis  
Ms. Janet Gaston  
Ms. Rosie Jones  
Mr. Chad Mims  
Mr. Buddy Palmer

Mayor Jordan and City Council,

I am requesting approval for an extension of international travel for Jennie Bradford Curlee. You approved her travel for Brand USA Travel Week UK & Europe October 16-20, 2023 in London, England. She has been invited to participate in the Joker Travel Event consumer show and blues concert, sponsored by Visit Mississippi, October 20-23, 2023, in Brussels and Mechelen, Belgium. This is the largest travel show in Belgium focused on travel to North America. The maximum per diem rate is \$134 and the additional travel cost for this portion of the trip is \$1,000.

This trip will be covered in the travel budget as a regular expense so we are just requesting approval to extend her international travel.

Sincerely,

Neal McCoy  
Executive Director



APPENDIX N



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE** July 12, 2023

**SUBJECT:** IN THE MATTER OF BAD DEBT WRITE-OFF JANUARY 2022 – JUNE 2022  
**JT**

---

**Request:**

Review and approve the attached bad debt write-off for Tupelo Water & Light Department. The bad debt amount represents 0.07% of the total revenue for the period of January 2022 thru June 2022.

**TUPELO WATER & LIGHT  
CUSTOMER SERVICE AND COLLECTIONS**

BAD DEBT (Transfer to Bad Debt File)

For Period – JANUARY – JUNE 2022

**TOTAL REVENUE FOR THE PERIOD**

<b><u>ELECTRIC</u></b>	<b><u>WATER &amp; SEWER</u></b>	<b><u>SANITATION</u></b>	<b><u>TOTAL REVENUE</u></b>
\$26,697,386.00	\$6,734,593.00	\$2,108,834.00	\$35,540,813.00

380

**TOTAL UNPAID ACCOUNTS FOR THE PERIOD/ALL SERVICES ARE COMBINED ON CMB  
EL, WT, SW, SA**

\$25,974.13

**TOTAL UNPAID ACCOUNTS FOR THIS PERIOD**

<b>ELECTRIC</b>	<b>WATER &amp; SEWER</b>	<b>SANITATION</b>	<b>TOTAL BAD DEBT</b>
\$20,000.08	\$4,415.60	\$1,558.4	\$25,974.13

**PERCENTAGE OF LOSS = 0.07%**

JANUARY 2022		TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION		PAGE 1		
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
204027-135990	1/3/2022	MELISSA J VINSON	114 DAVID KEITH LN 2700 W PARKWAY TERRACE APT 64	114 DAVID KEITH LN	SALTILLO, MS 38866	85.94
203579-103698	1/4/2022	CHINA D ODEN	620 N SPRING ST APT B	33 NEWSOM DR	ECRU, MS 38841	202.46
212138-111922	1/4/2022	OLLIE E JACKSON	913 B PRIVET CV	3083 WILLIE MOORE RD APT 15	TUPELO, MS 38801	66.68
209773-109627	1/6/2022	PAM W JONES	110 INDIAN VILLAGE LN	1021 E PAULINE ST	TUPELO, MS 38804	169.57
204041-132342	1/7/2022	ARDIS GILLIAM	902 WOODROW WILSON	110 INDIAN VILLAGE LN	SALTILLO, MS 38866	57.94
205179-105209	1/7/2022	ROSALIND ROWE	570 N GREEN ST	902 WOODROW WILSON	TUPELO, MS 38801	176.12
211994-137528	1/10/2022	TERRANCE M WHITE	699 VISTA RIDGE APT 516	570 N GREEN ST	TUPELO, MS 38804	72.84
212701-136830	1/11/2022	NATHAN J BROWN	KIRKWOOD APTS APT 188	699 NATION HILLS DR APT 516	TUPELO, MS 38804	66.81
200364-100407	1/14/2022	MARY N WATKINS	1695 VALLEY VIEW CV	PO BOX 576	ASHLAND, MS 38603	97.79
204640-136409	1/19/2022	YAFAI RAED	1519 DEBRO	72 QUENTIN RD	BROOKLYN, NY 11223	230.47
212349-112051	1/19/2022	EVELYN EDWARDS	904 MARTIN ST	1519 DEBRO	TUPELO, MS 38804	558.60
209395-128300	1/21/2022	ANTHONY J WILLIAMS	507 LOCKRIDGE ST	904 MARTIN ST	TUPELO, MS 38804	223.65
212412-128845	1/21/2022	GLORIA D SPRINGER	405 WESTWOOD APT 29	507 LOCKRIDGE ST	TUPELO, MS 38804	301.50
201801-137798	1/25/2022	VICTORIA N WHITTLE	119 HORN LN APT 2	405 WESTWOOD APT 29	TUPELO, MS 38801	77.27
204142-136331	1/28/2022	VANESSA W TATE	2417 RUTH ST	1742 W APOLLIP RD APT 1079	GARLAND, TX 75044	71.02
216971-137068	1/28/2022	ANGELA N JOHNSON	1006 VAN BUREN	3024 NEW HOPE RD	PONTOTOC, MS 38863	19.18
205175-113520	1/31/2022	RAMONA L WALKER		145 E POINT DR	SALTILLO, MS 38866	253.75

FEBRUARY 2022		TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION		PAGE 2		
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
207296-110982	2/2/2022	MYRA L SHARP	1106 EVELYN DR	125 DRIVE 2014	GUNTOWN, MS 38849	0.29
217707-134125	2/2/2022	ALANAH G BLAKNEY	1602 SHANDS DR	1130 BIRMINGHAM RIDGE RD	SALTILLO, MS 38866	109.80
206542-132989	2/3/2022	DEAISHA I MCPHERSON	840 BARLEY ST APT 31	840 BARLEY ST APT 31	TUPELO, MS 38801	245.61
200027-100035	2/4/2022	KATINA D MARTIN	1322 THE GLEN APT B-14	PO BOX 1245	VERONA, MS 38879	185.16
201223-133562	2/4/2022	TRACY J RATLIFF	214 S HIGHLAND DR	214 S HIGHLAND DR	TUPELO, MS 38801	524.10
208174-130409	2/4/2022	MICKEY S GRADY	128 S MADISON ST APT 5	643 HERSCHBACH DR	GRANITE CITY, IL 62040	104.97
209897-132084	2/7/2022	PORTER L MABERRY	1917 B BRIAR RIDGE RD SOUTH SIDE	4171 PINE VALLEY RD	TUCKER, GA 30084	94.83
204093-128413	2/11/2022	AMBER D LOGAN	2474 BARNES CROSSING RD	2474 BARNES CROSSING RD	SALTILLO, MS 38866	1.93
205049-105085	2/11/2022	LEE COUNTY ELECTRICAL	743 SENTER ST	743 SENTER ST	TUPELO, MS 38801	103.29
201205-101248	2/14/2022	PAULETTE HOSKINS	309 S HIGHLAND	2814 CALLOWAY DR	ORLANDO, FL 32810	215.99
202657-137782	2/14/2022	KERRIE D MURPHY	409 S FOSTER	409 S FOSTER	TUPELO, MS 38801	148.90
209462-108753	2/18/2022	SADERIA O FREEMAN	342 LAKE ST	342 LAKE ST	TUPELO, MS 38804	178.61
211279-111124	2/18/2022	BLANCH E CRAIG	110 BONNIE DR	110 BONNIE DR	TUPELO, MS 38804	173.37
214104-113808	2/18/2022	CHARLOTTE MEEKS	1303 ACKIA TRL	1303 ACKIA TRL	TUPELO, MS 38801	281.34
219417-118898	2/18/2022	ANNE P BOONE	4973 MATTHEWS DR	4973 MATTHEWS DR	TUPELO, MS 38801	128.61
220499-119993	2/22/2022	DEMETRICE S LONG	139 HAYS DR	3231 KINGS HWY	TUPELO, MS 38801	98.81
201200-127740	2/23/2022	KERRYANN J SCOTT	306 S HIGHLAND DR	306 S HIGHLAND DR	TUPELO, MS 38801	305.47
222059-136401	2/23/2022	JOSEPH J ORTEGA	104 GRAND OLE OAKS APT 7	50051 BARRETT RD	ABERDEEN, MS 39730	136.99
208512-134218	2/25/2022	DANTE LUCKETT	634 W TOWN SQUARE APT 2	634 W MAIN ST APT 2	TUPELO, MS 38804	215.91
216792-102255	2/25/2022	EMILY E GRAY	705 VASSAR	705 VASSAR DR	TUPELO, MS 38801	267.54
220479-131105	2/25/2022	TEANNA M DOZIER	2809 GREEN TEE RD	2809 GREEN TEE RD	TUPELO, MS 38801	129.60
222360-129136	2/25/2022	JULIE M JACKSON	400 KING RD	400 KING RD	BELDEN, MS 38826	85.21
207235-132826	2/28/2022	CARLO SHEPHERD	911 WILLIAMS ST APT 2	PO BOX 731	VERONA, MS 38879	243.33
222502-135991	2/28/2022	PENNY L CLARK	112 GRAND OLE OAKS APT 4	137 WHITE WATER LN	SALTILLO, MS 38866	1.90



ACCOUNT NUMBER	DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
MARCH 2022						
TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION						
212645-135508	3/1/2022	KATRINA J GRAY	699 VISTA RIDGE APT 211	122 B HARRISBURG LNDG	TUPELO, MS 38801	209.18
203513-103621	3/3/2022	NESSIE D LONG	2700 W PARKWAY TERRACE APT 38	2700 W MAIN ST APT 38	TUPELO, MS 38801	178.60
209315-109195	3/4/2022	JEANETTE R JEFFERSON	331 BROWN ST	331 BROWN ST	TUPELO, MS 38804	220.20
220280-130151	3/7/2022	PORSHA M OWENS	2869 EVANS CIR	127 DRIVE 984 APT A-33	TUPELO, MS 38801	13.08
212417-112119	3/8/2022	REGINA F BANKS	502 LOCKRIDGE ST	502 LOCKRIDGE	TUPELO, MS 38804	143.42
209394-135233	3/9/2022	MELINDA YOUNG	906 MARTIN ST	104 A JACINTO HEIGHTS	BOONEVILLE, MS 38829	325.09
210954-110803	3/9/2022	HAZEL J SMITH	1417 ARCADE CIR	1417 ARCADE CIR	TUPELO, MS 38804	512.30
205469-136351	3/11/2022	MICHEAL R HALL	915 ONE D VILLE APT 93	915 GARFIELD ST APT 93	TUPELO, MS 38801	448.00
207244-107281	3/11/2022	BIRTHULAR A THOMAS	3405 S GREEN ST	3405 S GREEN ST	TUPELO, MS 38801	260.98
213433-136099	3/14/2022	ETHAN C NEWMAN	1011 BLAIR ST APT F	1011 BLAIR ST APT F	TUPELO, MS 38804	31.79
201720-138090	3/16/2022	ARTASIA S BOBO	508 OAK CREEK APT 55	508 LUMPKIN AVE APT 55	TUPELO, MS 38801	68.78
206520-131781	3/18/2022	TASHUNDRA D BEEKS	840 BARLEY ST APT 12	2830 BEASLEY DR	TUPELO, MS 38801	23.99
211118-110964	3/18/2022	WILLIAM D CANTRELL	1913 SIMPSON DR	387 ROAD 151	TUPELO, MS 38801	510.37
220629-107266	3/18/2022	SHIVONE R WEBB	168 W GARRISON ST	75 TIMBERLANE DR	WESTPOINT, MS 39773	11.02
204338-104395	3/21/2022	JODY N BLAKE	133 FREE WILL LN	1119 BRATTON RD APT 804	NEW ALBANY, MS 38652	81.85
220637-136272	3/24/2022	KHADJAH J WILLIAMS	162 E GARRISON ST	162 E GARRISON ST	TUPELO, MS 38801	46.56
217984-134908	3/25/2022	TIFFANY N MILLS	1204 FRANCIS SQ	1204 FRANCIS SQ	TUPELO, MS 38804	178.84
214176-113880	3/25/2022	LEROY R IVEY	1404 W BRISTOW DR	1404 W BRISTOW DR	TUPELO, MS 38801	565.74
221353-136990	3/25/2022	ALLISON K JONES	1694 WOODLAND CV	1694 WOODLAND CV	BELDEN, MS 38826	40.65
203970-104038	3/28/2022	DEAN J WEBB II	133 WESLEY CV	120 WESLEY CV APT B	SALTILLO, MS 38866	8.62
206106-106155	3/28/2022	JUANITA P SMITH	2440 AVONLEA CV # 12	1975 MOUNTAINBROOK DR	COTTONDALE, AL 35453	346.79
202121-102217	3/29/2022	FLOYD W STEWART	2105 WAYNE DR	2105 WAYNE DR		339.93

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION						
200283-135441	4/1/2022	ALAN A MILLER	KIRKWOOD APTS APT 202	202 MILFORD ST APT 202	TUPELO, MS 38801	8.44
200678-100740	4/1/2022	SHIRLEY Q HARRIS	111 STONE ST	111 STONE ST	TUPELO, MS 38801	277.22
201494-101535	4/1/2022	THERESA A FARRAR	200 PAGE ST	200 PAGE ST	TUPELO, MS 38801	452.79
209012-136878	4/1/2022	TRASHAWN O STANDIFER	326 1/2 N MADISON ST	60033 GAP RD	SMITHVILLE, MS 38870	138.20
221201-120645	4/1/2022	SHARON S BARNES	3528 FAIR OAKS DR	3528 FAIR OAKS DR	BELDEN, MS 38826	52.00
205176-105206	4/4/2022	MARGARET H BARSHAW	904 EISENHOWER DR	904 EISENHOWER DR	TUPELO, MS 38801	712.33
212759-136605	4/4/2022	RUSSELL J SMITH	699 VISTA RIDGE APT 911	699 NATION HILLS DR APT 911	TUPELO, MS 38804	270.14
204811-130677	4/5/2022	RONDA R BROWN	3592 S GREEN ST	3592 S GREEN ST	TUPELO, MS 38801	588.84
209979-132165	4/5/2022	COONTAIL INVESTMENTS LLC C/O DAVID DALE	1216 WILSON ST	5330 ISIDORE LN	MISSOURI CITY, TX 77459	205.42
213282-133902	4/5/2022	REGINALD J HOLLIMON	412 BURRESS CIR APT 3	412 BURRESS CIR APT 3	TUPELO, MS 38804	9.35
213399-128801	4/5/2022	JENNELLE L VANN	404 AMOS ST APT 2	404 AMOS ST APT 2	TUPELO, MS 38804	82.44
206759-106788	4/6/2022	MARY L BISHOP	2983 S TIMBERLAWN APT 4	2983 S GREEN ST APT 4	TUPELO, MS 38801	73.90
208129-135546	4/6/2022	TIMOTHY A HOLT	130 S MADISON ARMS APT 9	130 S MADISON ST APT 9	TUPELO, MS 38804	69.55
205242-127934	4/8/2022	WINIFRED D HERRON	912 HARRISON	912 HARRISON	TUPELO, MS 38801	253.90
205373-105410	4/8/2022	EVA E JEFFERSON	915 ONE D VILLE APT 54	915 GARFIELD ST APT 54	TUPELO, MS 38801	23.61
222161-137770	4/8/2022	RAYBRIC D MIMS	4826 HODGES DR	151 ROAD 141	TUPELO, MS 38804	350.71
220318-106279	4/11/2022	ANGELA R HAMILTON	2934 MOORE AVE	2934 MOORE AVE	TUPELO, MS 38801	9.90
209745-128793	4/14/2022	SUNJI N MARTIN	701 HILL N DALE	701 HILL N DALE DR	TUPELO, MS 38804	194.26
209968-109872	4/18/2022	SUE CARNATHAN	2115 BRIAR RIDGE RD	908 KINGS CREEK RD APT 13	NEW ALBANY, MS 38652	9.61
200007-134197	4/20/2022	JAMAINE C SHUMPERT	1322 THE GLEN APT A-11	PO BOX 126	BELDEN, MS 38826	306.41
214667-133057	4/22/2022	GINGER D TIMMS	1464 REMINGTON DR	1440 MAPLE RD	NETTLETON, MS 38858	76.82
200343-100588	4/28/2022	CASONYA G KING	KIRKWOOD APTS APT 119	2403 RHENDA ST	TUPELO, MS 38801	0.80

APRIL 2022

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ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
200120-134464	4/29/2022	CHRISTOPHER M BALL	1321 THE GLEN APT J-4	1321 IDA B WELLS ST APT J-4	TUPELO, MS 38801	133.17
201606-104522	4/29/2022	BENJAMIN A MARTIN	1910 NELLE ST	1910 NELLE ST	TUPELO, MS 38801	71.29
220310-137310	4/29/2022	AVERY L FAIRLEY	3078 MOORE AVE	3078 MOORE AVE	TUPELO, MS 38801	72.79

MAY 2022		TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION		PAGE 6		
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
203553-135510	5/2/2022	ANECEE M TALLEY	2700 W PARKWAY TERRACE APT 96	2700 W MAIN ST APT 96	TUPELO, MS 38801	233.92
212260-134529	5/2/2022	ANTHONY J BURNETT	502 BARNES ST	PO BOX 85	VERONA, MS 38879	340.39
218052-132773	5/2/2022	HUNTER W STEPHENS	1611 CLAYTON AVE	2716 FAWN GROVE RD	MANTACHIE, MS 38855	359.87
223775-136692	5/2/2022	ZACHARY L LEECH	525 MAGAZINE ST	73 SHADY ACRES	TUPELO, MS 38804	0.10
214619-114282	5/4/2022	LOUCIE L STUBBS	1332 GUN CLUB RD	561 B HWY 45 N	BOONEVILLE, MS 38829	97.19
217429-129028	5/4/2022	ROBERT L YEAGER	2603 E BAY CIR	9000 WOODBINE TR	RIVIERA BEACH, FL 33418	78.97
202515-102624	5/6/2022	NORLENE V GREEN	102 TANGLEWOOD CIR	3221 ROSECRANS PL	SAN DIEGO, CA 92110	114.99
209893-106931	5/10/2022	REGGIE T WILLIAMS	1915 BRIAR RIDGE RD	1915 BRIAR RIDGE RD	TUPELO, MS 38801	237.58
200433-137574	5/11/2022	DILLAN H CRUMPTON	KIRKWOOD APTS APT 229	163 CEDAR RIDGE DR	ECRU, MS 38841	33.39
213952-135805	5/11/2022	TERICA I HIGH	1233 E BRISTOW DR	1233 E BRISTOW DR	TUPELO, MS 38801	106.21
217926-130194	5/12/2022	MARY E WARD	911 CLAYTON AVE	911 CLAYTON AVE	TUPELO, MS 38804	228.15
209306-137213	5/20/2022	FRESH PROPERTIES LLC C/O TERRY L MARTIN	312 CANAL ST	764 CR 419	WOODLAND, MS 39776	50.28
220492-135334	5/20/2022	ORLANDO GLASS	112 E GARRISON ST	112 E GARRISON ST	TUPELO, MS 38801	153.08
209782-136851	5/23/2022	GABRIELLE K SHUMPERT	907 HILL N DALE	2751 BEASLEY DR	TUPELO, MS 38801	141.87
217150-137898	5/23/2022	KAYLA J SHEFFIELD	118 BRIARWOOD CIR	570 MUSEUM DR APT 20	MANTACHIE, MS 38855	86.41
204804-131103	5/24/2022	KIMBERLY D FIELDS	908 BICKERSTAFF RD	1902 LOUISE ST APT 2	TUPELO, MS 38801	109.27
219019-118513	5/27/2022	ALFRED KELLY	190 FOX FARM RD	190 FOX FARM RD	TUPELO, MS 38801	221.41
221466-125515	5/27/2022	TORSYLVIA C MONTGOMERY	3085 WILLIE MOORE RD	3085 WILLIE MOORE RD	TUPELO, MS 38801	75.61
222215-138196	5/27/2022	LAMANTE D GREEN	2492 WALSH RD	2492 WALSH RD	BELDEN, MS 38826	68.95
220103-119595	5/31/2022	SANDRA D CHAMBERS	239 HARVESTER SQ	239 HARVESTER SQ	TUPELO, MS 38801	14.84
220576-135505	5/31/2022	CRAIG A NICHOLS	132 W GARRISON ST	920 TUSIDIA RD APT 9	AMORY, MS 38821	37.58

ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing City/State/Zip	Amount
TUPALO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION						
200783-137322	6/3/2022	KIRSTEN M ROGERS	1233 CENTRAL AVE	1233 CENTRAL AVE	TUPELO, MS 38801	49.96
204043-134605	6/6/2022	ANTHONEA S ARMSTRONG	114 INDIAN VILLAGE LN	114 INDIAN VILLAGE LN	SALTILLO, MS 38866	13.08
202057-102146	6/10/2022	SHIRNIKA L LEFLORE	HILLDALE APTS APT H-64	55 WILLIAMS DR	LYONS, MS 38645	30.50
207158-136959	6/10/2022	ANTHONY L COLEMAN	2718 WOODGLEN DR	2718 WOODGLEN DR	TUPELO, MS 38801	232.86
207347-102006	6/10/2022	CHELSEA L CRUMP	1018 TERRY RD	1018 TERRY RD	TUPELO, MS 38801	728.91
214027-133334	6/13/2022	BENNIE L ANDERSON	907 GEORGE AVE	133 KING RD	BELDEN, MS 38826	13.73
201607-137703	6/15/2022	MARGARET C MAY	1908 NELLE ST	198 HELEN RDG	PONTOTOC, MS 38863	127.32
217022-138277	6/15/2022	BRYAN E GORDON	2400 HOLMES ST LEE COURT APT 2	13278 W FARGO DR	SURPRISE, AZ 85374	98.66
210457-135318	6/17/2022	MAKENZIE M GATES	1446 S FEEMSTER LAKE APT 5	1446 S FEEMSTER LAKE RD APT 5	TUPELO, MS 38804	199.90
212238-111984	6/17/2022	TIFFANY M SALTERS	516 CLINTON	516 CLINTON	TUPELO, MS 38804	10.15
217277-136361	6/17/2022	EZEKIEL D NEWHAUS	1107 BELK ST	1107 BELK ST	TUPELO, MS 38804	88.69
203972-104040	6/23/2022	MARSHALL R DOBSON	141 WESLEY CV	426 N HOLIDAY ST	GRAND PRAIRIE, TX 75702	39.37
209620-109479	6/23/2022	KATHY J NEUHEISEL	616 HERRING CIR	2948 HWY 178	TUPELO, MS 38804	135.48
213926-136399	6/24/2022	JESSICA S JONES	1225 LAMBARD ST	112 WHITE WATER LN	SALTILLO, MS 38866	122.84
214099-130680	6/24/2022	ALISHA M TACKETT	1302 LUMPKIN AVE	1807 TRACE AVE	TUPELO, MS 38801	688.58
200333-130855	6/29/2022	MARQUAZIANA L MOSS	KIRKWOOD APTS APT 132	102 HAMPTON GREEN DR	LAGRANGE, GA 30240	199.49
202708-135192	6/30/2022	PORSHIA S HARDEN	2450 D MAGNOLIA PL	2450 D MAGNOLIA PL	TUPELO, MS 38801	69.29
216772-134166	6/30/2022	ANTELEESHAH L DOSS	702 VASSAR ST	3377 WINCHESTER CIR	TUPELO, MS 38801	131.05
221365-119316	6/30/2022	LARRITA R CHANDLER	3225 FOREST HILL DR	3225 FOREST HILL DR	BELDEN, MS 38826	45.45

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**AN ORDER AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO  
CONTRACTUAL NEGOTIATIONS FOR THE PURCHASE OF REAL PROPERTY  
LOCATED AT 1226 BOGGAN DRIVE, CITY OF TUPELO, LEE COUNTY,  
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 pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972, as amended), including the authority to purchase such real property as determined by the city to be for a proper municipal purpose; and

**WHEREAS**, in compliance with the provision of Miss. Code Ann. § 43-37-3 (1972, as amended), governing the acquisition of real property using public funds, the City of Tupelo desires to purchase real property located at 1226 Boggan Drive from JM Harrison Properties, LLC (hereinafter "Subject Property") for the best negotiated price of Forty-five Thousand Dollars (\$45,000) as determined by a licensed real estate appraiser (Exhibit "A"); and

**WHEREAS**, the Subject Property to be purchased by the City of Tupelo is more particularly described as follows:

**Lots 6 and 7 in Block 1 of the Marsh Subdivision in the Southeast Quarter of Section 36, township 9, Range 5, in the City of Tupelo, Lee County, Mississippi.**

**Marsh Addition to Willis Heights Subdivision is recorded in Plat Bok 1 at Page 72 in the land records of Lee County, Mississippi, reference to which is hereby made.**

**WHEREAS**, the Subject Property is currently in such a state of blight as to be detrimental to the health, safety and welfare of the citizens of the City of Tupelo; and

**WHEREAS**, the purchase of the Subject Property further serves the best interest of public health, safety and welfare by furthering the blight removal and redevelopment of this area.

**NOW, THEREFORE**, let it be ordered by the City Council of the City of Tupelo as follows:

1. The prefatory findings of this Order are hereby accepted, incorporated herein and found to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo to purchase necessary interests in real property for the purpose of blight removal and redevelopment.
2. The City Council authorizes the purchase of the Subject Property for not more than Forty-five Thousand Dollars (\$45,000).
3. The Mayor and City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into a purchase agreement with JM Harrison Properties, LLC. for the purchase of the Subject Property (*see* Exhibit "B"), subject to all terms favorable to the parties, and to execute all documents necessary to effectuate the purchase of the two properties. The contract and acceptance of deed will be ratified subsequent to closing.

- 4. This Order to purchase is made subject to the condition that Grantors possess good and marketable fee simple title to the Subject Property, free of any liens and encumbrances of any kind.

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

Councilmember Mims voted	<u>AYE</u>
Councilmember Bryan voted	<u>ABSENT</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 order adopted.

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 18th day of July, 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

7-19-2023  
 DATE

## EXHIBIT "A"

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

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July 8, 2022

The Peoples Bank  
P.O Drawer 419  
Ripley, MS 38663

Property - 1226 Boggan Drive  
Tupelo, MS 38801  
Client - The Peoples Bank  
File No. - H220451  
Case No. -

Dear Mr. Koon:

In accordance with your request, I have prepared an appraisal of the real property located at 1226 Boggan Drive, Tupelo, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 06/23/2022 is :


\$47,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Rogers Appraisal Co., Inc.

  
Jerry Hollingsworth  
MS Certification #RA-696

MS Certification #RA-696

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**EXHIBIT "B"****CONTRACT OF PURCHASE**

**THIS AGREEMENT** entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **JM HARRISON PROPERTIES**, a Mississippi limited liability company (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation existing under the laws of the State of Mississippi (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at or near 1226 Boggan Drive in the City of Tupelo, Mississippi, hereinafter the "Subject Property," and the purchase shall be subject to the terms stated herein. The Subject Property is more particularly described below:

**Lots 6 and 7 in Block 1 of the Marsh Subdivision in the Southeast Quarter of Section 36, township 9, Range 5, in the City of Tupelo, Lee County, Mississippi.**

**Marsh Addition to Willis Heights Subdivision is recorded in Plat Bok 1 at Page 72 in the land records of Lee County, Mississippi, reference to which is hereby made.**

1. **PRICE.** The purchase price of the Subject Property shall be Forty-five Thousand Dollars (\$45,000) being the best negotiated price and the fair market value as determined by a Mississippi licensed real estate appraiser. The Seller acknowledges this to be just compensation. The purchase price is due and payable at closing.
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property free of all liens, encumbrances, defects and clouds on title, whether of record or not, and with taxes not delinquent. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, or if the curing of any defects would be otherwise impracticable, Purchaser shall have the right to terminate its obligations under this agreement.  
The Subject Property shall be subject to covenants, zoning, and other regulations of record in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage and utilities whether of record or not.
3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. The closing of the Subject Property shall be facilitated by a licensed Mississippi attorney of the Buyer's choosing.
4. **PROPERTY TAXES.** Property taxes shall be prorated as of the date of closing.

- 5. PROPERTY CONDITION. The Subject Property is sold in an “AS IS”, “WHERE IS” condition “WITH ALL FAULTS” as of the closing.
- 6. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 90-days after the execution of this agreement. Possession shall take place immediately at closing.
- 7. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to the sale of the subject property as detailed in this agreement.
- 8. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
- 9. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
- 10. DEFAULT. If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.
- 11. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
- 12. ACCEPTANCE AND RATIFICATION. The terms of this agreement shall be subject to ratification by the governing authorities of the City of Tupelo, Mississippi. The Deed to the Subject Property is subject to acceptance by the Buyer’s governing authorities.
- 13. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**  
 City of Tupelo, Mississippi  
 Attn: Stephen N. Reed  
 PO Box 1485  
 Tupelo, MS 38802-1485

**SELLER:**  
 JM Harrison Properties  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

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

**IN WITNESS WHEREOF,** each of the Parties hereto have signed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**BUYER:**

**City of Tupelo, Mississippi**

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

**ATTEST:**

\_\_\_\_\_  
Kim Hanna, CFO/City Clerk

**SELLER:**

**JM Harrison Properties, LLC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**BROADCAST RIGHTS AGREEMENT**

**THIS BROADCAST RIGHTS AGREEMENT** ("Agreement") is entered into this the 14<sup>th</sup> day of July, 2023 ("Effective Date") by and between the City of Tupelo, Mississippi, a municipal corporation existing under the laws of the State of Mississippi having a principal address at 71 East Troy Street, Tupelo, MS 38804 ("Tupelo"), and 5GTV, doing business as WHBH Tupelo, a Delaware limited liability company registered as a foreign company in the state of Mississippi, having a principal address at 500 Summer Street #502 Stamford, CT 06901 ("5GTV").

**RECITALS**

**WHEREAS**, Tupelo is a municipality located in the State of Mississippi that operates under the mayor-council form of government pursuant to the provisions contained in Mississippi Code Ann. § 21-8-1 *et seq*; and

**WHEREAS**, 5GTV is a television broadcasting company with a principal place of business located in Stamford, CT but also operates several local television broadcast stations, one of which is WHBH located in Tupelo, MS; and

**WHEREAS**, Tupelo has regular meetings of its City Council on the first and third Tuesdays of every month, unless holidays or emergencies shall impede the dates of such meetings, and special meetings at other such times as may be deemed necessary by the mayor or a majority of the members of the City Council; and

**WHEREAS**, 5GTV, due to the necessity that it regularly broadcast public information to its viewers, desires to enter into this agreement with Tupelo for the purpose of routinely broadcasting the regular and special meetings of the Tupelo City Council; and

**WHEREAS**, Tupelo desires to enter into this agreement with 5GTV to allow for the regular broadcasting by delay of its regular and special called City Council meetings (hereinafter "Meeting(s)") to allow for the dissemination of public information to the community.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises set forth in this Agreement, Tupelo and 5GTV agree that their rights and obligations are as follows:

**1. BROADCAST PRODUCTION**

Tupelo shall be responsible for the production and recording of the Meetings and will make all production, technical and editorial decisions regarding the Meetings at its sole choice and discretion. Tupelo makes no warranty whatsoever concerning the quality, usability, technical specifications or standard of production of any Meeting.

**2. BROADCAST RIGHTS AND OBLIGATIONS**

Tupelo grants to 5GTV, and any sub-licensees approved by Tupelo in writing, the rights to

broadcast and distribute, by the means further described below, the Meetings on an unlimited repeat basis, for the term of this Agreement, as well as the names, likenesses and logos of the City and participants in the Meetings, solely in connection with the distribution, promotion and broadcast of the Meetings.

5GTV shall have rights to broadcast the Meetings in any and all markets encompassing the City of Tupelo, Mississippi, via over-the-top, cable, and internet streaming. The determination of which platform(s), and which market(s), the Meetings and other content will be broadcast or distributed shall be made solely by the City in its discretion.

Tupelo shall have exclusive ownership of the copyrights in each Meeting and related content of each Meeting including all intellectual property. Tupelo shall not be restricted from utilizing any of the content of the Meetings in any way or form that it desires, or from granting to another party the rights to broadcast or distribute via any medium or platform, the Meetings and any related programming and content broadcasted by 5GTV. 5GTV shall not have the right to transfer or grant any rights to broadcast or distribute the Meetings contemplated herein without first receiving written approval from Tupelo.

5GTV shall be responsible for complying with any and all applicable local, state and federal laws and regulations concerning their dissemination, broadcast and reproduction of the Meetings. 5GTV shall indemnify, hold harmless and release Tupelo from any and all claims brought by any person or entity in any court or administrative proceeding related to its dissemination, broadcast or reproduction of the Meetings.

5GTV shall not broadcast or advertise any Controversial Content immediately before, during or immediately after the broadcast of any Meeting or other such content referencing Tupelo or any of its employees and officers. For the purpose of this clause, Controversial Content shall include, but shall not be limited to, content of a sexual nature, content associated by the use and/or abuse of drugs and alcohol, content promoting illegal activity, content promoting any political statement or issue, and other such content that may be considered by the general viewing audience as obscene, indecent, or profane.

### **3. TERM AND TERMINATION**

The term of this Agreement shall commence on the Effective Date and end on June 30, 2025. This agreement may be terminated by either party for any reason with 30-days prior written notice of such desire to terminate.

### **4. FORCE MAJEURE**

Tupelo shall not be liable for any interruption or failure to produce a broadcast of the Meetings due to force majeure or any cause beyond Tupelo's control, including without limitation mechanical or electronic breakdowns, labor dispute, public emergency or necessity, or other

such factors.

**5. TUPELO REPRESENTATIONS**

Tupelo represents that it has full rights to grant to 5GTV the rights granted herein, and no rights fee shall be owed to Tupelo or any third party. More specifically, Tupelo represents and warrants that it has the rights to authorize 5GTV's transmittal of the Meetings in such forms as have been granted herein.

Tupelo shall work in good faith to transmit the content of the Meetings to 5GTV in such manner and form suitable to both parties so that the purpose(s) and intent(s) of this agreement be fully executed.

**6. INDEMNIFICATION**

5GTV shall defend, indemnify and hold harmless Tupelo from and against any and all liabilities, fees, expenses and costs resulting from third party claims brought against Tupelo regarding the Meetings, including but not limited to, (a) 5GTV production or distribution of the Meetings, and/or (b) any advertising or sponsorship inventory sold by 5GTV

**7. LIMITATION OF LIABILITY**

IN NO EVENT SHALL TUPELO BE LIABLE TO 5GTV FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH TUPELO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8. NOTICES**

All notices hereunder shall be in writing and shall be sent by United States Mail or by overnight courier to the addresses of the parties set forth below, or such other address or addresses as may be designated by either party in writing in accordance with this section. Such notices shall be deemed to have been given upon being mailed. All notices to 5GTV shall be sent to the following:

**Frank Copsidas  
5GTV  
500 Summer Street #502  
Stamford, CT 06901**

**Mark B. Denbo  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, N.W.,  
Suite 301  
Washington, DC 20016**

And to Tupelo:

**Stephen N. Reed, Assistant City Attorney  
City of Tupelo, Mississippi  
PO Box 1485  
Tupelo, MS 38802**

**9. GOVERNING LAW AND VENUE SELECTION**

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the state of Mississippi. The parties hereto (i) agree that any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby will be brought solely in the state courts having jurisdiction in Tupelo, Mississippi; (ii) consent to the exclusive jurisdiction of such court in any suit, action or proceeding relating to arising out of this Agreement or the transactions contemplated hereby and (iii) waive any objection that it may have to the laying of venue in any such suit, action or proceeding in any such court.

**10. MISCELLANEOUS**

No amendment, modification, supplement or waiver of this Agreement shall be binding unless set forth in writing and signed by both parties. A waiver of any provision hereof or the breach of any provision by either party in one instance shall not be deemed a waiver of the same in any future instance. Provision headings are solely for convenience and have no legal significance. The parties are independent contractors with respect to one another, and neither shall have any authority to represent or bind the other in any manner or to any extent whatsoever. The provisions of this Agreement are severable. If a court holds any provision of this Agreement invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which taken together shall represent one instrument. This Agreement shall constitute the entire understanding between the parties with respect to its subject matter, and shall supersede any prior agreements with respect to the subject matter of this Agreement. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party. The Terms of the Mandatory Addendum to City of Tupelo Contracts attached hereto as Exhibit A shall be fully incorporated herein.

**[THE BOTTOM OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]**

**[SIGNATURES CONTAINED ON NEXT PAGE]**

BY SIGNING BELOW, the parties indicate their agreement with the terms and conditions hereof.

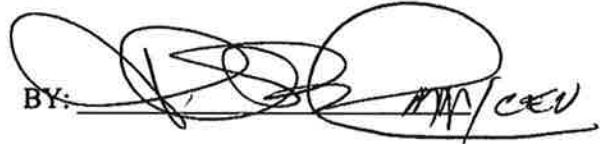
**CITY OF TUPELO, MISSISSIPPI**

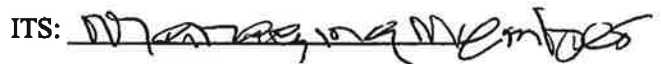
  
TODD JORDAN, MAYOR

ATTEST:

  
KIM HANNA, CFO/City Clerk

**SGTV TV, LLC.**

BY: /CEO

ITS:   
CEO

