

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

NOVEMBER 15, 2022

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, November 15, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Rosie Jones gave the invocation, and Council Member Chad Mims led the pledge of allegiance.

Council President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Beard moved, seconded by Council Member Palmer, to approve the agenda and agenda order, as presented.

PUBLIC RECOGNITION

Council Member Buddy Palmer gave a report on the Veteran's Day event, held on November 11, 2023. He said there was good participation and a great event to celebrate and thank our Veterans.

Council Member Nettie Davis reminded everyone about the Community Thanksgiving Service that will be held at the Link Centre tomorrow at 11:45 and encouraged all to attend. She also invited everyone to attend the Mission Mississippi event that will be held at the Cadence Bank Center December 4.

MAYOR'S REMARKS

Mayor Todd Jordan reminded everyone that there are a lot of visitors in the area due to the Mennonite Conference being held at the Cadence Bank Arena, and to please be extra careful when in the area. He also said that Johnny Timmons was awarded the Downtown Hero award from the Downtown Main Street Association and the City of Tupelo was recognized for Most Improvements.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

Mr. Eric Hampton, of 2386 Edgemont Circle appeared for the public hearing for lot mowings for the following property:

<u>Parcel</u>	<u>Location</u>
101D0123400	1301 LAWNDAL E DR

IN THE MATTER OF AN ORDINANCE AMENDING CH. 7 OF THE TUPELO CODE OF ORDINANCES PERTAINING TO BUILDINGS AND BUILDING REGULATIONS

Council Member Beard moved, seconded by Council Member Palmer to approve the 'Ordinance Amending Sub-Sections of City of Tupelo Code of Ordinances Chapter 7 Buildings and Building Regulations, Specifically, Designation of the Building Official and Composition and Procedures of License Commission'. After an explanation, which is attached to these minutes, the vote was unanimous in favor. APPENDIX A

IN THE MATTER OF AN ORDINANCE AMENDING CH. 10 OF THE TUPELO CODE OF ORDINANCES PERTAINING TO FIRE PREVENTION AND PROTECTION

Council Member Davis moved, seconded by Council Member Beard, to approve the Ordinance Amending Sub-Sections of City of Tupelo Code of Ordinances Chapter 10 Fire Prevention and Protection, Specifically, Defining the Role as Relates to the Building Code and Providing for an Appeals Process from Decisions of the City of Tupelo Fire Marshal. After an explanation, which is attached to these minutes, the vote was unanimous in favor. APPENDIX B

IN THE MATTER OF MINUTES OF OCTOBER 18, 2022 REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Jones, to approve the minutes of the Regular City Council meeting held on November 1, 2022. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Beard moved, seconded by Council Member Jones, to approve the request for advertising and promotional items, as submitted. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF BUDGET AMENDMENT #1 FOR FY 2023

Council Member Beard moved, seconded by Council Member Jones, to approve budget amendment #1 for FY 2023. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF CLOSING MTP PHASE VI BANK ACCOUNT

Council Member Janet Gaston recused herself for the next two items of business.

Council Member Beard moved, seconded by Council Member Palmer, to approve an Order of the Governing Authorities of the City of Tupelo Authorizing the Closure of the Major Thoroughfare Plan Phase VI Project Fund and the Authorize the Transfer of Any Excess Monies into the Major Thoroughfare Plan Phase VII Project Fund at Cadence Bank. The vote was, as follows:

Council Member Mims	AYE
Council Member Bryan	AYE

Council Member Beard	AYE
Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	RECUSED
Council Member Jones	AYE

APPENDIX F

IN THE MATTER OF CLOSING 2011 G.O. BOND FUND BANK ACCOUNT

Council Member Davis moved, seconded by Council Member Mims, to approve an Order of the Governing Authorities of the City of Tupelo Authorizing the Closure of the 2011 General Obligation Bond Fund. The vote was, as follows:

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

APPENDIX G

At this time, Council Member Janet Gaston rejoined the meeting.

IN THE MATTER OF ENGINEER RECOMMENDATION FOR ARC COOPER TIRE PROJECT

Grant Writer Abby Christian addressed the Council concerning the recommendation of an Engineering firm following the RFP and selection committee meeting on October 31, 2022. Council Member Palmer moved, seconded by Council Member Beard, to approve the Engineer recommendation for the ARC Cooper Tire Project of Cook Coggin Engineers. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF APPROVE PROPERTIES FOR LOT MOWING

Council Member Beard moved, seconded by Council Member Palmer, to adjudicate the following properties on the public hearing lot mowing list, which were in such a condition to be a menace to the public health, safety and welfare of the community and in need of mowing pursuant to Miss. Code Ann. 21-19-11 (1972) as amended. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 BELLEDEER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.25) (TABLED AT SEPTEMBER 20, 2022 MEETING)

This item was left on the table.

IN THE MATTER OF RESOLUTION ADOPTING REDISTRICTING CRITERIA FOR THE REDISTRICTING OF THE CITY OF TUPELO'S WARD LINES FOLLOWING THE 2020 CENSUS

DDS Director Tanner Newman asked City Planner Jenny Savely to address the Council concerning a Resolution Adopting Redistricting Criteria for the Redistricting of the Municipality's Ward Lines Following the 2020 Census, and for Related Purposes. After an explanation to the Council and a time for questions from the Council, Council Member Beard moved, seconded by Council Member Palmer, to approve the resolution. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF TUPELO AND THREE RIVERS PLANNING & DEVELOPMENT DISTRICT

City Planner Jenny Savely presented a contract for professional services between the City of Tupelo and Three Rivers Planning & Development District for redistricting. Council Member Palmer moved, seconded by Council Member Gaston, to approve the contract in the amount of \$11,500.00. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF TUPELO PARK & RECREATION DEPARTMENT ADVISORY BOARD MINUTES FOR AUGUST 9, 2022

Council Member Palmer moved, seconded by Council Member Gaston, to approve the Tupelo Park and Recreation Department Advisory Board Minutes for the August 9, 2022, meeting. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF CONTRACT FOR THE HANK & HELEN BOERNER SKATE PARK BID # 2022-035PR

Council Member Gaston moved, seconded by Council Member Beard to approve the contract between the City of Tupelo and Grindline Skateparks, Inc. for the Hank & Helen Boerner Skate Park Renovations & Improvements – Bid 2022-035PR to be ratified at a later date. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF AMENDMENT TO DAYBRITE/SIGNIFY/THRELKELD BUILDING LEASE TO PROVIDE OPTION TO PURCHASE FACILITY IF APPROVED BY MISSISSIPPI DEVELOPMENT AUTHORITY (MDA)

Council Member Palmer moved, seconded by Council Member Davis, to approve an Amendment Granting Threlkeld Enterprises, LLC Option to Property and Improvements, subject to the approval of Mississippi Development Authority, which will include an Amendment to Lease Agreements. The vote was unanimous in favor. APPENDIX N

EXECUTIVE SESSION

Council Member Palmer moved, seconded by Council Member Beard, to determine the need for an executive session. Attorney Ben Logan said the session will be for the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor at 6:37 p.m.

Council Member Davis moved, seconded by Council Member Jones, to close the regular session and enter executive session for discussion of the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Beard moved, seconded by Council Member Palmer to return to the regular meeting at 6:51 p.m. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Beard moved, seconded by Council Member Palmer, to adjourn the meeting. The vote was unanimous in favor.

This, the 15th day of November, 2022, at 6:52 p.m.

Lynn Bryan, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Todd Jordan, Mayor

Date

**ORDINANCE AMENDING SUB-SECTIONS OF CITY OF TUPELO
CODE OF ORDINANCES CHAPTER 7 BUILDINGS AND BUILDING
REGULATIONS, SPECIFICALLY, DESIGNATION OF THE BUILDING
OFFICIAL AND COMPOSITION AND PROCEDURES OF LICENSE
COMMISSION**

WHEREAS, since the Building Official role was first established in 1991, the Development Services Department of the City of Tupelo has evolved from the concept of a city planner and building inspector into the broader role of comprehensive development services for the city; and

WHEREAS, since the city's 2018 adoption of the full library of building codes established by the International Code Council (ICC), appeals from decisions of the building division have increased in frequency and complexity, warranting matching procedures to actual experience and adding a broader range of expertise to the City of Tupelo License Commission; and

WHEREAS, these amendments are in the best interests of the health, safety and welfare of the municipality and its citizens.

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, and the City Council finds these amendments to be in the best interest of the health, safety and welfare of the municipality and its citizens.

SECTION 2. Chapter 7, Article I, Section 7-1 is amended by substitution to read:
Sec. 7-1. - Designation of code enforcement official.

The Director of Development Services, or his/her designee, is hereby designated as the City of Tupelo Building Official and shall serve as the building official with responsibilities as

contained in the building, plumbing, gas, mechanical and swimming pool codes, and as the housing official as contained in the housing code.

SECTION 3. Chapter 7, Article I, Section 7-1 is amended by substitution to read:

Sec. 7-147. - License Commission.

- (a) The Mayor, with confirmation of the City Council, shall appoint a License Commission with responsibility and authority as set forth herein.
- (b) The License Commission shall consist of seven (7) members: (1) Licensed Architect, (1) Licensed Commercial Building Contractor, (1) Licensed Residential Building Contractor, (1) Licensed Electrical Engineer or Contractor, (1) Licensed Mechanical Engineer or Contractor, (1) Licensed Plumbing Contractor, and (1) Fire Safety Representative.
- (c) All members shall serve for a term of four (4) years or until their successors are duly appointed by the Mayor and confirmed by the City Council, respectively.
- (d) The Mayor may remove any member of the License Commission for inefficiency, neglect of duty, or malfeasance in office.
- (e) The License Commission shall elect officers, establish bylaws and other necessary procedures of operation. Minutes and records of all actions shall be kept and presented to the City Council at their next regular meeting following each License Commission meeting. Any action of the License Commission may be reversed or modified by vote of the City Council.
- (f) The Mayor, Director of Development Services, or Chairperson of the Commission may call a License Commission meeting on their own motion and the Director of

Development Services shall call a meeting on the application of three Commissioners or within ten (10) days of receipt of an appeal to the License Commission.

(g) The License Commission shall serve the purpose of the Construction Board of Adjustments and Appeals and the Housing Board of Adjustments and Appeals as specified by the construction codes.

(h) The License Commission members shall reside within the corporate boundaries of the city, or hold a privilege license to conduct business within the City of Tupelo.

(i) Appeal from the decision of the License Commission shall be by petition for appeal to the City Council. Any such petition shall be filed with the Department of Development Services no later than five (5) days after the date the decision is filed with the Department of Development Services and notice is received by the appellant, applicant or petitioner. Notice of the council meeting date shall be sent to the applicant, appellant, and all opposition known to the License Commission. The City Council shall act on the appeal either by confirmation, modification of conditions or rejection by majority vote. Appeal from the decision of the City Council shall be by petition for appeal to the Lee County Circuit Clerk after approval by the Mayor, an override vote of the Mayor's veto or ten (10) working days after the decision of the City Council without action by the Mayor.

SECTION 4. 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 5. All ordinances, resolutions or orders in conflict herewith are repealed, effective thirty (30) days after passage of this amendment.

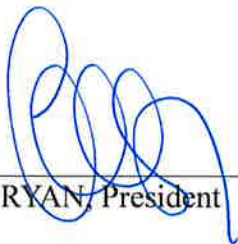
SECTION 6. This ordinance shall become effective on the thirtieth (30th) day following the adoption hereof. The City Council Clerk shall cause the ordinance to be published one (1) time in a local newspaper with a general circulation.

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

Council Member Chad Mims	AYE
Council Member Lynn Bryan	AYE
Council Member Travis Beard	AYE
Council Member Nettie Davis	AYE
Council Member Buddy Palmer	AYE
Council Member Janet Gaston	AYE
Council Member Rosie Jones	AYE

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 15th day of November, 2022.

CITY OF TUPELO, MISSISSIPPI

BY:  _____
LYNN BRYAN, President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

11-16-2022
DATE

**ORDINANCE AMENDING SUB-SECTIONS OF CITY OF TUPELO
CODE OF ORDINANCES CHAPTER 10 FIRE PREVENTION AND
PROTECTION, SPECIFICALLY, DEFINING THE ROLE AS RELATES
TO THE BUILDING CODE AND PROVIDING FOR AN APPEALS
PROCESS FROM DECISIONS OF THE CITY OF TUPELO FIRE
MARSHAL**

WHEREAS, the role of the “chief of the bureau of fire prevention” was established in 1974; and

WHEREAS, the structure the fire department has evolved to meet the growth of the city to now include a fire chief and fire marshal, among other positions; and

WHEREAS, some confusion exists as to the role of these two positions as relates to responsibilities under the building codes, particularly the fire code, administered by the fire department; and

WHEREAS, the appeals process from the decisions of the “chief of the bureau of fire prevention” needs to be updated; and

WHEREAS, these amendments are in the best interests of the health, safety and welfare of the municipality and its citizens.

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, and the City Council finds these amendments to be in the best interest of the health, safety and welfare of the municipality and its citizens.

SECTION 2. Chapter 10, Article I, Section 10-2 is amended by substitution to read:

Sec. 10-2. - Same—Definitions.

(a) Wherever the word "municipality" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the City of Tupelo, Mississippi.

(b) Wherever the term "corporation counsel" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the attorney for the city.

(c) Wherever the term "Chief of the Bureau of Fire Prevention" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the City of Tupelo Fire Marshal or his/her designee.

(d) Wherever the term "Fire Code Official" is used in the International Fire Code, 2018 Edition adopted by section 10-1, it shall be held to mean the City of Tupelo Fire Marshal or his/her designee.

SECTION 3. Chapter 10, Article I, Section 10-4 is amended by substitution to read:

Sec. 10-4. - Same—Appeals from decisions under.

Whenever the Chief of the Bureau of Fire Prevention shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code adopted by section 10-1 do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Chief of the Bureau of Fire Prevention to the Tupelo License Commission. Any such petition shall be filed with the Fire Department or Department of Development Services within (5) days from the date of the decision and notice is received by the appellant, applicant or petitioner.

SECTION 4. Chapter 10, Article 1, Section 10-5 is amended by substitution to read:

Sec. 10-5. - Same—New materials, processes or occupancies which may require permits.

The Chief of the Bureau of Fire Prevention shall determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those now enumerated in the code adopted by section 10-1.

The Chief of the Bureau of Fire Prevention shall post such list in a conspicuous place in his office, and distribute copies thereof to interested persons.

SECTION 5. This amendatory ordinance has been articulated to be consistent with the constitution and laws of the State of Mississippi. The City Council finds that this amendatory ordinance does not violate any provision of the United States Constitution and 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 6. All ordinances, resolutions or orders in conflict herewith are repealed, effective thirty (30) days after passage of this amendment.

SECTION 7. This ordinance shall become effective on the thirtieth (30th) day following the adoption hereof. The City Council Clerk shall cause the ordinance to be published one (1) time in a local newspaper with a general circulation.

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

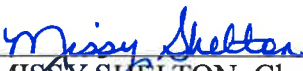
Council Member Chad Mims	AYE
Council Member Lynn Bryan	AYE
Council Member Travis Beard	AYE
Council Member Nettie Davis	AYE
Council Member Buddy Palmer	AYE
Council Member Janet Gaston	AYE
Council Member Rosie Jones	AYE

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 15th day of November, 2022.

CITY OF TUPELO, MISSISSIPPI

BY:  _____
LYNN BRYAN, President

ATTEST:

 _____
MISSY SHELTON, Clerk of the Council

APPROVED:

 _____
TODD JORDAN, Mayor

11-16-2022 _____
DATE

**CHECK INFORMATION FOR COUNCIL MEETING
November 15, 2022**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-413898-413918;413919-414222 50001890-50001913

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 November 15, 2022

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

Request:

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

ITEMS:

MS Radio Group	\$299.00	Thanksgiving Greeting from City of Tupelo
MS Radio Group	\$299.00	Christmas Greeting from City of Tupelo

City of Tupelo
Fy 2023 Budget Revision #1

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
General Fund Revenues			
Local Taxes	7,564,566		7,564,566
Licenses & Permits	1,190,500		1,190,500
Intergovernmental Revenues	30,845,493	312,000	31,157,493
Charges for Services	628,000		628,000
Fines & Forfeits	621,000		621,000
Interest Income & Misc. Revenues	534,260		534,260
Other Financing Resources	255,322		255,322
Unreserved Fund Balance	-	-	-
Total General Fund Revenues	41,639,141	312,000	41,951,141

Purpose: To budget for grant rollovers from FY 2022.

Expenditures:

City Council

Personnel	303,337		303,337
Supplies	7,500		7,500
Other Services & Charges	204,150		204,150
Capital	-	-	-
Total City Council	514,987	-	514,987

Purpose:

Executive Dept.

Personnel	889,125		889,125
Supplies	30,000		30,000
Other Services & Charges	304,850		304,850
Capital	-	-	-
Total Executive Dept.	1,223,975	-	1,223,975

Purpose:

City Court

Personnel	943,143		943,143
Supplies	32,300		32,300
Other Services & Charges	109,154		109,154
Capital	-	-	-
Total City Court	1,084,597	-	1,084,597

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Finance Department</u>			
Personnel	839,162		839,162
Supplies	27,150		27,150
Other Services & Charges	555,897		555,897
Capital	218,100	68,432	286,532
Total Finance Department	1,640,309	68,432	1,708,741

Purpose: To record prior year grant awards that will be spent in FY 2023.

<u>CVB</u>			
Personnel	150,935	-	150,935
Total CVB Expenditures	150,935	-	150,935

Purpose:

<u>Human Resources</u>			
Personnel	328,957		328,957
Supplies	4,100		4,100
Other Services & Charges	126,900		126,900
Capital	-	-	-
Total Human Resources	459,957	-	459,957

Purpose:

<u>Development Services</u>			
Personnel	1,548,918		1,548,918
Supplies	51,500		51,500
Other Services & Charges	193,300		193,300
Capital	-	-	-
Total Development Services	1,793,718	-	1,793,718

Purpose:

<u>Police Dept</u>			
Personnel	9,518,269		9,518,269
Supplies	768,000		768,000
Other Services & Charges	1,761,019		1,761,019
Capital	269,500	243,568	513,068
Total Police Dept.	12,316,788	243,568	12,560,356

Purpose: To record prior year grant awards that will be spent in FY 2023.

<u>Fire Dept</u>			
Personnel	6,768,174		6,768,174
Supplies	403,974		403,974
Other Services & Charges	284,600		284,600
Capital	10,000	-	10,000
Total Fire Dept.	7,466,748	-	7,466,748

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,102,454		3,102,454
Supplies	406,100		406,100
Other Services & Charges	2,255,390		2,255,390
Capital	17,000	-	17,000
Total Public Works	5,780,944	-	5,780,944
Purpose:			
<u>Parks & Recreation</u>			
Personnel	2,175,831		2,175,831
Supplies	427,000		427,000
Other Services & Charges	1,109,533		1,109,533
Capital	20,000	-	20,000
Total Parks & Rec	3,732,364	-	3,732,364
Purpose:			
<u>Aquatics Facility</u>			
Personnel	465,684		465,684
Supplies	98,500		98,500
Other Services & Charges	462,000		462,000
Capital	10,000	-	10,000
Total Aquatics Facility	1,036,184	-	1,036,184
Purpose:			
<u>Museum</u>			
Personnel	140,577		140,577
Supplies	9,000		9,000
Other Services & Charges	40,100		40,100
Capital	5,000	-	5,000
Total Museum	194,677	-	194,677
Purpose:			
Community Services	1,069,672	-	1,069,672
Purpose:			
Debt Service	325,480	-	325,480
Purpose:			
Other Financing Uses	2,693,219	-	2,693,219
Purpose:			
Reserves	154,587	-	154,587
Total General Fund Expenditures	41,639,141	312,000	41,951,141

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	1,352,972		1,352,972
Transfer from Other Funds	5,328,099		5,328,099
Donations	200,000		200,000
Bond Proceeds	-		-
Unreserved Fund Balance	10,556,708	(965,020)	9,591,688
Total Revenues	17,437,779	(965,020)	16,472,759
Expenditures			
Other Services & Charges			
Maintenance Projects	274,628	(1,846)	272,782
Street Overlay	2,896,363	(651,310)	2,245,053
Neighborhood Revitalization	850,604	(7,833)	842,771
Traffic Calming	120,000		120,000
Contingies/Grant Matches	-	-	-
Total Other Services & Charges	4,141,595	(660,989)	3,480,606
Capital			
Infrastructure Improvements	7,874,297	(416,143)	7,458,154
Purchase of Property	767,500		767,500
Equipment	1,099,157	(28,203)	1,070,954
Building Improvements	1,453,755	69,632	1,523,387
Park Improvements	1,105,705	101,067	1,206,772
Vehicles	389,151	(27,344)	361,807
Police Vehicles/Equipment	373,739		373,739
Fire Equipment/Trucks	232,880	(3,040)	229,840
Contingencies(Grant Matches)	-	-	-
Total Capital	13,296,184	(304,031)	12,992,153
Other Financing Uses	-	-	-
Total Expenditures	17,437,779	(965,020)	16,472,759

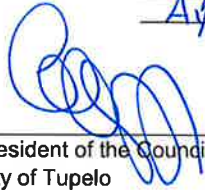
Purpose: To correct the true carry over remaining as of 9/30/2022.

Voting

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

Aye
Aye
Aye
Aye
Aye
Aye
Aye

Approved:



 President of the Council
 City of Tupelo

Attest:

Missy Shelton
 Clerk of the Council

Judd Gresh
 Mayor
 City of Tupelo

Attest:

Kim Hanna
 City Clerk

ORDER**AN ORDER OF THE GOVERNING AUTHORITIES OF THE CITY OF TUPELO
AUTHORIZING THE CLOSURE OF THE MAJOR THOROUGHFARE PLAN PHASE
VI PROJECT FUND AND TO AUTHORIZE THE TRANSFER OF ANY EXCESS
MONIES INTO THE MAJOR THOROUGHFARE PLAN PHASE VII PROJECT FUND**

WHEREAS, the Governing authorities of the City of Tupelo are granted with the authority for the care, management and control of the municipal affairs and its property and finances pursuant to Miss. Code Ann. § 21-7-5 (1972, as amended); and

WHEREAS, the City of Tupelo, Mississippi has assessed a 10-mills ad valorem tax levy, the proceeds of which shall be used for the implementation of the priorities of the Major Thoroughfare Plan as established by ordinance; and

WHEREAS, the City of Tupelo by and through its governing authorities, did on March 1, 2016, establish the street improvement priorities for Phase VI of the Major Thoroughfare Plan and authorized the City's financial officer to establish at the municipal depository a Major Thoroughfare Plan Phase VI Project Fund for the safekeeping of all proceeds from the 10-mills tax levy; and

WHEREAS, all projects established as priorities for Phase VI of the Major Thoroughfare Plan have reached completion and all expenses associated with those priorities have been paid.

NOW, THEREFORE, the Mayor and City Council of the City of Tupelo order the following:

1. The prefatory findings are hereby adopted and found to be in accordance with the warranted and necessary exercise of municipal authority under the laws of the State of Mississippi.
2. All funds established for the safekeeping of Major Thoroughfare Plan Phase VI monies shall be closed.
3. All excess monies previously appropriated for Major Thoroughfare Plan Phase VI projects shall be transferred to the Major Thoroughfare Plan Phase VII project fund held at the municipal depository.
4. The Mayor and/or City Clerk are empowered to execute all documents and agreements necessary to effectuate the terms of this order.

After a full discussion of this matter, Council Member Beard 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	AYE
Councilmember L. Bryan voted	AYE
Councilmember Beard voted	AYE
Councilmember Davis voted	AYE

Councilmember Palmer voted	AYE
Councilmember Gaston voted	RECUSED
Councilmember Jones voted	AYE

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 Resolution was declared passed and adopted at a regular meeting of the Tupelo City Council on this the 15th day of November 2022.



LYNN BRYAN, Council President

ATTEST:


MISSY SHELTON, Council Clerk


TODD JORDAN, Mayor

11-16-2022
DATE

ORDER**AN ORDER OF THE GOVERNING AUTHORITIES OF THE CITY OF TUPELO
AUTHORIZING THE CLOSURE OF THE 2011 GENERAL OBLIGATION BOND
FUND**

WHEREAS, the Governing authorities of the City of Tupelo are granted with the authority for the care, management and control of the municipal affairs and its property and finances pursuant to Miss. Code Ann. § 21-7-5 (1972, as amended); and

WHEREAS, the City of Tupelo, Mississippi, at a regular meeting of the City Council on November 1, 2011, declared its intent to issue General Obligation Bonds, Series 2011, in a principal amount not to exceed Three Million Nine Hundred Ninety-five Thousand Dollars (\$3,995,000) for certain infrastructure improvements as declared in the intent; and

WHEREAS, the City of Tupelo by and through its governing authorities, did on December 6, 2011, issue general obligation bonds in accordance with its stated intent and the laws of the State of Mississippi and did create the 2011 Bond Fund and establish that the monies deposited into the Fund shall be used for the payment of principal and interest due on the bonds; and

WHEREAS, all payments of principal and interest owed from the 2011 Bond Fund for the repayment of General Obligation Bonds have been made in accordance with the terms of the City's stated intent; and

WHEREAS, the 2011 Bond Fund is no longer needed for any municipal or related purpose.

NOW, THEREFORE, the Mayor and City Council of the City of Tupelo order the following:

1. The prefatory findings are hereby adopted and found to be in accordance with the warranted and necessary exercise of municipal authority under the laws of the State of Mississippi.
2. The 2011 Bond Fund is no longer needed for any of its stated purposes and shall be closed.
3. The Mayor and/or City Clerk are empowered to execute all documents and agreements necessary to effectuate the terms of this order.

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 Mims and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	AYE
Councilmember L. Bryan voted	AYE
Councilmember Beard voted	AYE
Councilmember Davis voted	AYE
Councilmember Palmer voted	AYE

Councilmember Gaston voted
Councilmember Jones voted

RECUSED
AYE

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 Resolution was declared passed and adopted at a regular meeting of the Tupelo City Council on this the 15th day of November 2022.



LYNN BRYAN, Council President

ATTEST:



MISSY SHELTON, Council Clerk



TODD JORDAN, Mayor

11-16-2022

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 15 November 2022

SUBJECT: IN THE MATTER OF APPROVAL OF ENGINEER RECOMMENDATION
FOR ARC COOPER TIRE PROJECT AC

Request: After a selection committee on 31 October, Cook Coggin is the recommended engineer for the Cooper Tire Sewer Lift Station and Main Force project. Seeking approval of this recommendation by the selection committee.

Final Lot Mowing Report for 11/15/2022

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 43498	101D00123400	1301 LAWNDALE DR	HOPE TRANSPORTATION LLC	P O BOX 3295	TUPELO, MS 38803	SB
2.						
3.						
4.						
5.						
6.						
7.						
8.						27
9.						
10						
11						
12						

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI
ADOPTING REDISTRICTING CRITERIA FOR THE REDISTRICTING OF THE
MUNICIPALITY'S WARD LINES FOLLOWING THE 2020 CENSUS, AND FOR
RELATED PURPOSES**

WHEREAS, as a result of the 2020 Census, the boundaries of Tupelo, Mississippi's ("Municipality") seven wards require redistricting in accordance with applicable state and federal law;

WHEREAS, the City Council ("Governing Body") of the Municipality have engaged redistricting legal experts and consultants to assist the Municipality in its redistricting efforts; and

WHEREAS, the Governing Body now desires to adopt certain redistricting principles to serve as a roadmap for drafting ward boundaries.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body for and on behalf of the Municipality as follows:

Section 1. That any redistricting plan to be considered and adopted by the Governing Body, shall comply with the U.S. Constitution, the Mississippi Constitution, applicable state and federal law, including the Voting Rights Act of 1965, as amended, and such plan shall also contain contiguous districts within +/- 5% deviation from the ideal district population. In addition to these primary criteria and to the extent practicable, the Governing Body will comply with the Voting Rights Act, will adhere to the constitutional one-person, one-vote rule, and ensure existing minority represented wards will not decrease in number. The Governing Body will also maintain compact ward boundaries and will take all possible measures to keep intact communities with established ties of common interest and association. The Governing Body will also separate incumbents into individual districts, maintain core retention of existing Wards, and, where possible, follow natural geographic boundaries in drawing ward lines.

Section 2. That upon completion of any draft redistricting map adhering to the criteria adopted herein, the Governing Body shall order and set a public hearing to provide the public an opportunity to review and comment on the redistricting process.

Following the reading of the foregoing resolution, Council Member Beard made a motion for its adoption and Council Member Palmer seconded the motion. The Mayor put the question to a vote as follows:

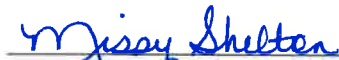
Councilman Mims	voted: AYE
Councilman Bryan	voted: AYE
Councilman Beard	voted: AYE
Councilwoman Davis	voted: AYE
Councilman Palmer	voted: AYE
Councilwoman Gaston	voted: AYE
Councilwoman Jones	voted: AYE

The motion having received the unanimous affirmative vote of the City Council of Tupelo, Mississippi, the Mayor declared the motion carried and the resolution adopted, on this the 15th day of November, 2022.



Lynn Bryan, President
City Council

ATTEST:



Missy Shelton, Clerk of the Council

APPROVED:



Todd Jordan, Mayor

11-16-2022

ATTEST:



Kim Hanna, City Clerk

CONTRACT FOR PROFESSIONAL SERVICES**BETWEEN****CITY OF TUPELO, MISSISSIPPI****AND****THREE RIVERS PLANNING & DEVELOPMENT DISTRICT****SCOPE OF WORK**

Three Rivers Planning & Development District (TRPDD) will provide Redistricting Services as follows:

A. Map drawing of District Boundaries and Supporting Data

TRPDD will draw district boundaries using agreed upon methodology and parameters established by the Local Government to meet U.S. Department of Justice guidelines and traditional redistricting principles. Supporting demographic data will be in tabular form in an Excel file format and the mapping data will be provided in hard copy and digital formats.

B. Work Sessions with Local Government

TRPDD will meet a reasonable number of times the Local Government Council and /or designated Redistricting Committee. The initial meeting will be to agree upon methodology and criteria for drawing the district boundaries and to agree upon a schedule for the project. The following meetings, as necessary, will be work sessions to review the maps and data provided by TRPDD and the final meeting will be to adopt a final redistricting plan by the Council.

C. Public Meeting Materials and Support

In addition to the work sessions set forth in Section B above, TRPDD will provide supportive maps and data for a public hearing to present a draft plan to the public for comment prior to final adoption of one redistricting plan by the Council. TRPDD staff will be on hand to attend these hearings and will be available to answer questions concerning the mapping work and related data produced. The Council will be responsible for the scheduling of these meetings, the public notice of these meetings, and any required legal record of the meeting.

D. Required Submission

The Council will be responsible for preparing the final documents for any required submission. TRPDD will assist in this process by providing maps and digital files and any other necessary materials created during the redistricting process. TRPDD will work with the Council to develop the required data necessary for this submission.

DELIVERABLES

TRPDD will provide working maps and table for discussion during work sessions with the Council. TRPDD will also provide maps and table for the public hearings and will deliver a final set of paper maps outlining the district boundaries and provide the digital files and supporting tabular data to the Council.

SCHEDULE OF WORK

TRPDD will begin work on the project as soon as this proposal has been agreed to and upon release of the Census Data and in coordination with the Council. The schedule is contingent upon the timely delivery of 2020 census data from the United States Census Bureau and the availability of the Council. Upon approval of this engagement, TRPDD will schedule the first meeting with the Council in accordance with Section B above to develop a schedule for the proposed work and to discuss the methodology and criteria for the same.

COMPENSATION AND PAYMENT SCHEDULE

TRPDD will provide these comprehensive redistricting services for a total flat fee of **\$11,500.**

The effective date of this contract shall be December 7th, 2022.

CITY OF TUPELO, MISSISSIPPI



 Lynn Bryan, President
 City Council

ATTEST:

Missy Shelton
Missy Shelton,
Clerk of the Council

CITY OF TUPELO, MISSISSIPPI

Todd Jordan
Todd Jordan, Mayor

ATTEST:

Kim Hanna
Kim Hanna, City Clerk

THREE RIVERS
PLANNING &
DEVELOPMENT
DISTRICT

Vernon R. Kelley, III
Vernon R. Kelley, III
Executive Director

ATTEST:

John Byers
John Byers, CED Director



Parks Advisory Board and
Sports Council Meeting
August 9, 2022



Advisory Members Present

Robin Faucette, Ward 1
Mike Maynard, Ward 2
Cheryl Dexter, Ward 6
Mattie Mabry, Ward 7
Jim Ingram, President TSC

Advisory Member Absent

Vacant, Ward 3
Boyce Grayson, Ward 4
Davey Cole, Ward 5

Staff Present

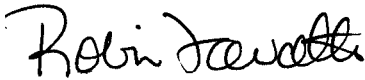
Alex Farned, Director
Deana Carlock, Office Manager
Laura Kramer, Sports Director
Amy Kennedy, Aquatic Director
Leigh Ann Mattox, Recreation Director
Chris Edmondson, Sports Director
Janet Gaston, City Council Representative

Staff Absent

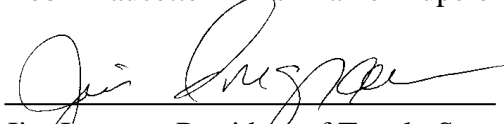
Ben Haas, Sports Director
Leesha Faulkner, Oren Dunn Museum Curator
Chad Mims, City Council Representative

1. Robin Faucette called the meeting to order.
2. Mike Maynard made the motion to approve the agenda with Mattie Mabry making the second. Pass unanimously.
3. Cheryl Dexter made the motion to accept the minutes with Mike making the second. Pass unanimously.
4. Jim Ingram made the motion to accept the treasure report with Mattie making the second. Pass unanimously.
5. Member Reports
 - a. Tupelo Youth Soccer Association – Report received.
 - b. Tupelo Youth Baseball Association – Report received.
 - c. Tupelo Softball Association – Report received.
 - d. Tupelo Basketball Association – Report received.
 - e. Tupelo Tennis Association – Report received.
 - f. Tupelo Therapeutic Recreation Association – Report received.
 - g. Tupelo Aquatic Club – Report received.
 - h. Tupelo Disc Golf Association – Report received.
 - i. Tupelo Skate Park Association – Report received.
 - j. Tupelo Flag Football Association – Report received.
 - k. Friends of the Park – Report received.
 - l. Tupelo Fourth of July Celebration Association – Report received.
 - m. Veterans Council – Report received.

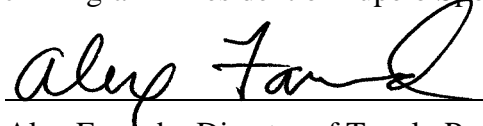
6. The Board was updated on the Skate Park project.
7. The Board was updated on all of the drainage issues at Ballard Park.
8. The Board was updated on the contracts for Sports Council.
9. The Board was given an update on the pickleball league.
10. The Board was updated on the FY22-23 Budget.
11. The Board was informed about the process for Capital Projects Requests.
12. The Board was provided a calendar of events.
13. Cheryl made a motion to adjourn with Mike making the second. Pass unanimously.



Robin Faucette – Chairman of Tupelo Parks Advisory Board



Jim Ingram –President of Tupelo Sports Council



Alex Farned – Director of Tupelo Parks and Recreation



AIA® Document A101® – 2017

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

AGREEMENT made as of the Seventh day of November
in the year Two Thousand Twenty Two
(In words, indicate day, month and year.)

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

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Telephone Number: 662-841-6513
Fax Number: 662-840-2075

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

Grindline Skateparks, Inc.
6419 14th Ave SW
Seattle, WA 98208

Telephone Number: 206-932-6414
Fax: 206-932-6840

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

Hank & Helen Boerner Skate Park Renovations & Improvements
Ballard Park, Tupelo, MS

The work includes the construction of new skate elements and features as well as modifications to existing features. Additional site work to be implemented to improve drainage and overall function of the park.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

Sloan Landscape Architecture, LLC
301 West Main Street
Tupelo, MS 38804

Telephone Number: 662-432-4156
Fax Number: 662-432-4160

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

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

Established as follows:

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

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

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

Init.

§ 3.3 Substantial Completion

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

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

Not later than One Hundred and Eighty (180) calendar days from the date of commencement of the Work.

By the following date:

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

Portion of Work	Substantial Completion Date
N/A	

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Seventy Two Thousand Dollars & Zero Cents (\$ 572,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
N/A	

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

Item	Price	Conditions for Acceptance
N/A		

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

Item	Price
Contingency Allowance No. 1	\$10,000.00

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

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

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

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

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

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

5% of Completed Work

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Alex Farned, Director of Parks and Recreation, City of Tupelo
655 Rutherford Road
Tupelo, MS 38801

Telephone Number: 662-841-6440

Fax Number: 662-841-6580

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)
 Matt Fluegge, CEO, Grindline Skateparks, Inc.
 4619 14th Ave. SW
 Seattle, WA 98106

Telephone Number: 206-932-6414
 Fax Number: 206-932-6840

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
L0.0 - SK9.2		09.09.2022

.6 Specifications

Section	Title	Date	Pages
All Sections		09.09.2022	All Inclusive

.7 Addenda, if any:

Number	Date	Pages
N/A		

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

.8 Other Exhibits:

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

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

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

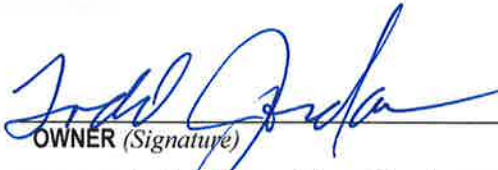
Document	Title	Date	Pages
Section 002213	Supplementary Condition	09.09.2022	All

.9 Other documents, if any, listed below:

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

N/A

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



 OWNER (Signature)
 Mr. Todd Jordan, Mayor, City of Tupelo, MS

 (Printed name and title)



 CONTRACTOR (Signature)
 Matt Fluegge, CEO, Grindline Skateparks, Inc.

 (Printed name and title)



AIA Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Seventh day of November in the year Two Thousand Twenty Two
(In words, indicate day, month and year.)

for the following **PROJECT:**

(Name and location or address)

Hank & Helen Boerner Skate Park Renovations & Improvements
Ballard Park, Tupelo, MS

THE OWNER:

(Name, legal status and address)

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

THE CONTRACTOR:

(Name, legal status and address)

Grindline Skateparks, Inc.
6419 14th Ave SW
Seattle, WA 98208

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201®–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201–2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 **Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ A.2.3.1.2 **Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 **Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 **Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The

Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

§ A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

§ A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

§ A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

§ A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

§ A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

§ A.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000.00) each occurrence, Two Million (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000.00) each accident, One Million Dollars (\$ 1,000,000.00) each employee, and One Million Dollars (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,

and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- § A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- § A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Int.

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AIA® Document A312™ – 2010

Performance Bond

Bond No.: 107731545

CONTRACTOR:
(Name, legal status and address)
Grindline Skateparks, Inc.
4619 14th Ave SW
Seattle, WA 98106

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

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

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

OWNER:
(Name, legal status and address)
City of Tupelo
71 East Troy St
Tupelo, MS 38804

CONSTRUCTION CONTRACT

Date:
November 9, 2022
Amount: Five Hundred Seventy Two Thousand and 00/100 Dollars (\$572,000.00)

Description:
(Name and location)
Hank & Helen Boerner Skate Park Renovations & Improvements
Ballard Park, Tupelo, MS

BOND
Date:
(Not earlier than Construction Contract Date)
November 10, 2022

Amount: Five Hundred Seventy Two Thousand and 00/100 Dollars (\$572,000.00)

Modifications to this Bond: None See Section 16



CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Grindline Skateparks, Inc.
Signature: _____
Name and Title: _____

SURETY
Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America
Signature: _____
Name: Timothy Buhite, Attorney-in-Fact
and Title: _____

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Leavitt Group Northwest
PO Box 833
Auburn, WA 98071
(425) 317-3561

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Sloan Landscape Architecture, LLC
301 West Main Street
Tupelo, MS 38804
(662) 432-4156

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

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

Init.

AIA Document A312™ – 2010

Payment Bond

Bond No.: 107731545

CONTRACTOR:

(Name, legal status and address)
Grindline Skateparks, Inc.
4619 14th Ave SW
Seattle, WA 98106

SURETY:

(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

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

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

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

OWNER:

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

CONSTRUCTION CONTRACT

Date:
November 9, 2022
Amount: Five Hundred Seventy Two Thousand and 00/100 Dollars (\$572,000.00)

Description:
(Name and location)
Hank & Helen Boerner Skate Park Renovations & Improvements
Ballard Park, Tupelo, MS

BOND

Date:
(Not earlier than Construction Contract Date)
November 10, 2022

Amount: Five Hundred Seventy Two Thousand and 00/100 Dollars (\$572,000.00)

Modifications to this Bond: None See Section 18



CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Grindline Skateparks, Inc.

Signature: 
Name: _____
Title: _____

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

SURETY
Company: *(Corporate Seal)*
Travelers Casualty and Surety Company of America

Signature: 
Name: Timothy Buhite, Attorney-in-Fact
and Title: _____

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:
Leavitt Group Northwest
PO Box 833
Auburn, WA 98071
(425) 317-3561

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Sloan Landscape Architecture, LLC
301 West Main Street
Tupelo, MS 38804
(662) 432-4156

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

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



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

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

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

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

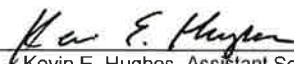
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **10th** day of **November**, 2022




Kevin E. Hughes, Assistant Secretary

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

RESOLUTION

**RESOLUTION GRANTING THRELDKELD ENTERPRISES, LLC
OPTION TO PROPERTY AND IMPROVEMENTS**

WHEREAS, Threldkeld Enterprises, LLC, a Mississippi limited liability company, (“Enterprises”) is the tenant and The City of Tupelo, Mississippi (the “City”) is the landlord of certain real property consisting of approximately 12.85 acres located at 776 S. Green Street in the City of Tupelo, Lee County, MS, more particularly described on Exhibit “A” attached hereto and incorporated herein by reference, and the improvements located thereon (collectively “the Premises”) by virtue of (i) an Assignment and Assumption Agreement dated as of December 10, 2021 between Genlyte Thomas Group, LLC, a Delaware limited liability company (“Genlyte”) and Enterprises whereby the leasehold interests of the tenant under the Prior Leases” (as defined below) were assigned to and assumed by Enterprises, (ii) a Consent to Assignment and Assumption Agreement dated as of December 10, 2021 (the “Consent”) executed by the City for the benefit of Enterprises and Genlyte whereby the City consented to the assignment of the leasehold interests of the tenant under the Prior Leases to Enterprises, and (iii) the Lease Agreement dated December 10, 2021 (the “2021 Lease”) by and between the City and Enterprises which amended and restated all of the Prior Leases: and

WHEREAS, the terms and conditions of the Prior Leases were amended and restated in the Lease Agreement dated December 10, 2021 (the “2021 Lease”) by and between the City and Enterprises, which 2021 Lease now governs and controls the leasing of the Premises by the City to Enterprises; and

WHEREAS, prior tenants of the Premises have leased the Premises from the City through the following instruments (collectively, the “Prior Leases”):

1. [Lease No. 1805] Contract dated March 28, 1946, by and between the City of Tupelo (“City) and Day-Brite Lighting Inc. (“Day-Brite”), as amended by Amendment to Contract and Lease Agreement dated March , 1964, by and between the City and Emerson Electric Co. (“Emerson”), as successor in interest to Day-Brite
2. [Lease No. 1808A] Agreement dated December 23, 1953, by and between the City and Day-Brite, as supplemented by Addendum dated November 10, 1954, by and between the City and Day-Brite, and as amended by Amendment to Contract and Lease Agreement dated March 7, 1964, by and between the City and Emerson
3. [Lease No. 1807] Lease Agreement dated March 7, 1964, by and between the City and Emerson
4. [Lease No. 1808] Lease Agreement dated September 16, 1968 (effective as of January 1, 1966), by and between the City and Emerson

WHEREAS, the City issued bonds pursuant to the Prior Leases described above (and any amendments thereto) and all principal owed on such bonds together with all interest and charges

of any nature due with respect thereto have been paid in full and all such bonds are now satisfied and retired; and

WHEREAS, the City has the authority to dispose of the Premises under Section 57-1-45 Miss. Code Ann. (1972); and

WHEREAS, the City desires to amend the 2021 Lease to grant Enterprises an option to acquire the Premises and the improvements thereon (the "Option") on the terms and conditions set forth in the Amendment to Lease Agreement attached hereto as Exhibit "2" (the "Amendment to Lease Agreement") and incorporated herein by reference; and

WHEREAS, the Option provides for Enterprises to acquire the Premises by entering into a multi-party like kind exchange with the City and Mid So. Properties, Inc. whereby the City will receive fee simple title to the approximately 17.18 acre tract located north of Elizabeth Street in the City (the "Elizabeth Street Property"); and

WHEREAS, the proposed Amendment to Lease Agreement attached hereto as Exhibit "B" and the Like Kind Exchange Agreement attached thereto and incorporated therein by reference as Exhibit "3" will each promote, protect and safeguard the public interest and further the purpose of Title 57, Chapter 1 of the Mississippi Code Annotated.

NOW, THEREFORE, it is hereby resolved and ordered by the city council of the City of Tupelo, Mississippi, as follows:

1. The prefatory paragraphs of this Resolution are incorporated herein and hereby found and determined to be in accordance with the necessary and warranted exercise of authority by the City of Tupelo, that is, the granting of the Option to Enterprises for the Premises described in Exhibit "A."
2. This Resolution shall be submitted to the Mississippi Development Authority for its consideration under Section 57-1-45, Miss. Code Ann. (1972) as well as any other necessary regulatory agencies.
3. Enterprises and the City shall agree on a due diligence period during which (i) Enterprises will conduct at its sole expense any tests, inspections, appraisals or other investigations that Enterprises deems necessary for the Premises, and (ii) the City will conduct at its sole expense any tests, inspections, appraisals or other investigations that the City deems necessary for the Elizabeth Street Property.
4. Prior to exercise of the Option, Enterprises may obtain a title certificate and/or commitment for title insurance showing marketable title to the Premises, subject to standard exceptions.
5. The City may condition the Closing upon receipt of a title certificate and/or commitment for title insurance showing marketable title to the Elizabeth Street Property subject to standard exceptions.


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

Councilmember Bryan voted	AYE
Councilmember Beard voted	AYE
Councilmember Davis voted	AYE
Councilmember Palmer voted	AYE
Councilmember Gaston voted	AYE
Councilmember Jones voted	AYE
Councilmember Mims voted	AYE

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 15th day of November, 2022.

CITY OF TUPELO, MISSISSIPPI

By: 
City Council President

ATTEST:


Clerk of the Council

APPROVED:

Todd Jordan, Mayor

11-16-2022
Date

AMENDMENT TO LEASE AGREEMENTS

This Amendment is entered into by and between the City of Tupelo, Mississippi (“Landlord”), and Threldkeld Enterprises, LLC (“Tenant”), respecting the premises commonly known as _____ South Green Street, Tupelo, Mississippi (the “Premises”).

WITNESSETH

WHEREAS, Landlord is the landlord and Tenant is the current tenant under a Lease Agreement dated as of December 7, 2021 by and between Landlord, Tenant and Genlyte Thomas Group, LLC, a Delaware limited liability company (the “2021 Lease”) respecting the Premises, a copy of which is attached hereto as Exhibit “1”, and incorporated herein by this reference:

WHEREAS, Landlord and Tenant desire to amend the Lease pursuant to this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree and amend the Leases as follows:

1. **Option to Purchase.** Landlord hereby agrees that all bonds issued pursuant to the Leases and any amendments thereto have been fully paid and retired, together with all interest and charges in connection therewith. Tenant shall have the exclusive and irrevocable option to acquire all of the Premises, and all buildings and improvements thereon (the “Option”) by transferring and causing to be transferred to the City by special warranty deed the real property described on Exhibit “2” attached hereto (the “Elizabeth Street Property”) free and clear of all liens and encumbrances other than ad valorem taxes for 2022 which the transferors shall be responsible for paying for that part of the year prior to the date of transfer. Tenant may exercise the Option by providing written notice thereof to Landlord of its desire to purchase the Premises (the “Notice”). The closing of the transfer of the Premises to Tenant (the “Closing”) shall take place at a time and location mutually acceptable to Landlord and Tenant. In consideration of the transfer of the Elizabeth Street Property to Landlord, Landlord shall deliver to Tenant, at Closing, a good and sufficient special warranty deed and bill of sale conveying fee simple title to the Premises, including all fixtures, improvements and personal property then located thereon and therein, free and clear of all liens, encumbrances, other defects in title, excepting those that are acceptable to the Tenant at its sole discretion. All of the foregoing transfers shall be accomplished in accordance with the Like Kind Exchange Agreement by and between Landlord, Tenant and Mid-So Properties, Inc., a copy of which is attached hereto as Exhibit “3” and which Agreement is incorporated herein by reference.

2. **Counterparts/Execution.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signed executed pages sent as a PDF attachment to an e-mail shall be deemed originals for all purposes.

3. **Definitions.** All capitalized terms used but not defined in this Amendment shall have meanings given to such terms in the Leases.

4. **Recitals.** The recitals set forth above are incorporated as if fully set forth herein.

5. **Brokerage.** Landlord and Tenant each warrant to each other that it has not dealt with any broker or agent in connection with the negotiation or execution of this Amendment. Landlord and Tenant shall each indemnify each other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensations claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

6. **Authority.** The parties to this Amendment warrant and represent to one another that they have the power and authority to enter into and perform their respective obligations under this Amendment, and the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such persons, and that all formal requirements necessary or required by any state and/or federal law or private agreement in order for the parties to enter into and perform their respective obligations under this Amendment have been fully complied with.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment, which shall be effective as of the last date indicated in the signature block below.

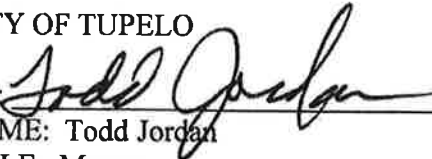
TENANT:

LANDLORD:

THRELDKELD ENTERPRISES, LLC

CITY OF TUPELO

BY: _____

BY:  _____

NAME: Jim Threldkeld

NAME: Todd Jordan

TITLE: Manager

TITLE: Mayor

DATE: October ____, 2022

DATE: October ____, 2022

LIKE KIND EXCHANGE AGREEMENT

This Like Kind Exchange Agreement (this “Agreement”) is entered into as of November ____, 2022, by and between The City of Tupelo, Mississippi (the “City”), Threldkeld Enterprises, LLC, a Mississippi limited liability company (“Enterprises”) and Mid-So. Properties, Inc., a Mississippi corporation (“MSP”).

WHEREAS, the City owns fee simple title to the property described on Exhibit “A” attached hereto and incorporated herein by reference (the “Green Street Property”) subject to a Lease Agreement dated as of September 7, 2021, by and between the City, Enterprises and Genlyte Thomas, LLC, a Delaware limited liability company (the “2021 Lease”); and

WHEREAS, Enterprises owns fee simple title to the real property described on Exhibit “B” attached hereto and incorporated herein by reference (the “Elizabeth Street South Property”) and fee simple title to the real property described on Exhibit “C” attached hereto and incorporated herein by reference (the “Commercial Property”) attached hereto and incorporated herein by reference; and

WHEREAS, MSP owns fee simple title to the real property described on Exhibit “D” attached hereto and incorporated herein by reference (the “Elizabeth Street North Property”); and

WHEREAS, the parties wish to set forth their agreement to accomplish a multi-party exchange of the aforementioned real property between themselves qualifying as a tax-free like kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the “Code”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **EXCHANGES.** At the Closing (as defined below), (i) Enterprises agrees to transfer the Elizabeth Street South Property to the City, (ii) MSP agrees to transfer the Elizabeth Street North Property to the City, (iii) the City agrees to transfer the Green Street Property to Enterprises, and (iv) Enterprises agrees to transfer the Commercial Property to MSP, all by special warranty deed conveying fee simple title to such property free and clear of all liens or encumbrances whatsoever, except for (i) public utility easements and rights of way of record, (ii) any other restrictions, easements or other rights of record, (iii) zoning and building laws, building lines, use and occupancy restrictions, (iv) the lien of personal property, real estate or other taxes not yet due and payable, and (v) the 2021 Lease with respect to the Green Street Property. No payment of cash or other consideration shall be transferred between any of the parties as part of the foregoing exchanges.

2. **REPRESENTATIONS AND WARRANTIES BY ENTERPRISES IN FAVOR OF THE CITY.** Enterprises represents and warrants to the City, as a material condition to the City's obligations under this Agreement, the following as of the date of this Agreement and as of the Closing:

(a) At the Closing, Enterprises will, by executing the Special Warranty Deed in the form attached hereto as Exhibit “E,” convey to the City good, marketable, insurable and

indefeasible fee simple title to the Elizabeth Street South Property, free and clear of all conditions, exceptions, reservations, and encumbrances, except for (i) rights-of-way and easements for public streets and public utilities, (ii) mineral reservations and conveyances, if any, by prior owners, (iii) terms and provisions of the zoning ordinances of the City of Tupelo and Lee County, Mississippi, (iv) 2022 City of Tupelo and Lee County, Mississippi, ad valorem taxes which shall be paid by Enterprises, and (v) rights-of-way of Burlington-Northern Railroad and Kansas City Southern Railroad.

(b) There are no adverse or other parties in possession of the Elizabeth Street South Property or any part thereof. No party has been granted any license, lease, or other right or interest relating to the use or possession of the Elizabeth Street South Property or any part thereof, except as expressly permitted pursuant to this Agreement.

(c) Enterprises has received no notice of and has no other knowledge or information of any pending or contemplated condemnation action with respect to the Elizabeth Street South Property or any part thereof.

(d) Enterprises has not received notice of and has no other knowledge of any pending or threatened judicial or administrative action with respect to the Elizabeth Street South Property or any part thereof.

(e) No person, firm or corporation has been employed by Enterprises who will be entitled to a broker's fee upon the consummation of the transaction contemplated in this Agreement.

3. REPRESENTATIONS AND WARRANTIES BY MSP IN FAVOR OF THE CITY. MSP represents and warrants to the City, as a material condition to the City's obligations under this Agreement, the following as of the date of this Agreement and as of the Closing:

(a) At the Closing, MSP will, by executing the Special Warranty Deed in the form attached hereto as Exhibit "F," convey to the City good, marketable, insurable and indefeasible fee simple title to the Elizabeth Street North Property, free and clear of all conditions, exceptions, reservations, and encumbrances, except for (i) rights-of-way and easements for public streets and public utilities, (ii) mineral reservations and conveyances, if any, by prior owners, (iii) terms and provisions of the zoning ordinances of the City of Tupelo and Lee County, Mississippi, (iv) 2022 City of Tupelo and Lee County, Mississippi, ad valorem taxes which shall be paid by MSP, and (v) rights-of-way of Burlington-Northern Railroad and Kansas City Southern Railroad.

(b) There are no adverse or other parties in possession of the Elizabeth Street North Property or any part thereof. No party has been granted any license, lease, or other right or interest relating to the use or possession of the Elizabeth Street North Property or any part thereof, except as expressly permitted pursuant to this Agreement.

(c) MSP has received no notice of and has no other knowledge or information of any pending or contemplated condemnation action with respect to the Elizabeth Street North Property or any part thereof.

(d) MSP has not received notice of and has no other knowledge of any pending or threatened judicial or administrative action with respect to the Elizabeth Street North Property or any part thereof.

(e) No person, firm or corporation has been employed by MSP who will be entitled to a broker's fee upon the consummation of the transaction contemplated in this Agreement.

4. REPRESENTATIONS AND WARRANTIES BY THE CITY IN FAVOR OF ENTERPRISES. The City represents and warrants to Enterprises, as a material condition to Enterprises' obligations under this Agreement, the following as of the date of this Agreement and as of the Closing:

(a) At the Closing, the City will , by executing the Special Warranty Deed in the form attached hereto as Exhibit "G," convey to Enterprises good, marketable, insurable and indefeasible fee simple title to the Green Street Property, free and clear of all conditions, exceptions, reservations, and encumbrances, except for (i) rights-of-way and easements for public streets and public utilities, (ii) mineral reservations and conveyances, if any, by prior owners, (iii) terms and provisions of the zoning ordinances of the City of Tupelo and Lee County, Mississippi, (iv) rights-of-way of Burlington-Northern Railroad and Kansas City Southern Railroad, and (v) the Lease Agreement dated as of September 7, 2021, by and between the City, Enterprises and Genlyte Thomas, LLC, a Delaware limited liability company

(b) There are no adverse or other parties in possession of the Green Street Property or any part thereof. Except for the 2021 Lease and all subleases thereunder, no party has been granted any license, lease, or other right or interest relating to the use or possession of the Green Street Property or any part thereof, except as expressly permitted pursuant to this Agreement.

(c) The City has received no notice of and has no other knowledge or information of any pending or contemplated condemnation action with respect to the Green Street Property or any part thereof.

(d) The City has not received notice of and has no other knowledge of any pending or threatened judicial or administrative action with respect to the Green Street Property or any part thereof.

(e) No person, firm or corporation has been employed by the City who will be entitled to a broker's fee upon the consummation of the transaction contemplated in this Agreement.

(a) REPRESENTATIONS AND WARRANTIES BY ENTERPRISES IN FAVOR OF MSP. Enterprises represents and warrants to MSP, as a material condition to MSP's obligations under this Agreement, the following as of the date of this Agreement and as of the Closing:

(a) At the Closing, Enterprises will by executing the Special Warranty Deed in the form attached hereto as Exhibit "H," convey to MSP good, marketable, insurable and

indefeasible fee simple title to the Commercial Property, free and clear of all conditions, exceptions, reservations, and encumbrances, except for (i) rights-of-way and easements for public streets and public utilities, (ii) mineral reservations and conveyances, if any, by prior owners, (iii) terms and provisions of the zoning ordinances of the City of Tupelo and Lee County, Mississippi, and (iv) the lien of personal property, real estate or other taxes not yet due and payable which shall be pro-rated between the parties.

(b) Enterprises has received no notice of and has no other knowledge or information of any pending or contemplated condemnation action with respect to the Commercial Property or any part thereof.

(c) Enterprises has not received notice of and has no other knowledge of any pending or threatened judicial or administrative action with respect to the Commercial Property or any part thereof.

(d) No person, firm or corporation has been employed by Enterprises who will be entitled to a broker's fee upon the consummation of the transaction contemplated in this Agreement.

(b) AD VALOREM TAXES AND EXPENSES. Enterprises shall be responsible for paying all 2022 real property ad valorem taxes applicable to the Elizabeth Street South Property. MSP shall be responsible for paying all 2022 real property ad valorem taxes applicable to the Elizabeth Street North Property. Each transferor shall pay for the cost of the preparation of the deed which it is executing to transfer the property owned by it. Each transferee shall be responsible for recording the deed and paying the cost of such recording.

(c) LIKE KIND EXCHANGE. Each party agrees to treat the exchanges set forth herein as a like kind exchange within the meaning of Section 1031 of the Code.

(d) CLOSING. The exchanges provided for herein shall be closed (the "Closing") immediately after Enterprises exercises its option to purchase under paragraph 1 of the Amendment to Lease Agreement between the City and Enterprises dated December 7, 2021.

(e) ATTORNEYS' FEES. If any party is held by a court of competent jurisdiction to be in violation or breach of any of the terms of this Agreement or in breach of any of the representations or warranties contained herein, then such breaching party shall pay all costs of such action or suit, including reasonable attorneys' fees.

IN WITNESS WHEREOF, this Agreement is being executed by a duly authorized office of MSP, by the duly authorized manager of Enterprises and by the Mayor of the City.

MID-SO. PROPERTIES, INC.

THRELDKELD ENTERPRISES, LLC

By: _____
Title: President

By: _____
Manager

CITY OF TUPELO

By: _____

Name: Todd Jordan

Title: Mayor