



TUPELO REGULAR CITY COUNCIL MEETING

APRIL 02, 2024 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

- INVOCATION:** COUNCIL MEMBER JANET GASTON
- PLEDGE OF ALLEGIANCE:** COUNCIL MEMBER BUDDY PALMER
- CALL TO ORDER:** COUNCIL PRESIDENT TRAVIS BEARD

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

- 1.** IN THE MATTER OF PROCLAMATION FOR NATIONAL JUNIOR AUXILIARY WEEK

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

2. IN THE MATTER OF MINUTES OF MARCH 19, 2024 COUNCIL MEETING
3. IN THE MATTER OF BILL PAY **KH**

Travis Beard
Janet Gaston
Nettie Davis
4. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
5. IN THE MATTER OF BUDGET AMENDMENT #6 FOR FY 2024 **KH**
6. IN THE MATTER OF SURPLUS FIXED ASSETS FOR AUCTION **KH**
7. IN THE MATTER OF APPROVAL TO SUBMIT FOR LAND AND WATER CONSERVATION FUND GRANT FOR BALLARD PARK LAKE AND APPROVE MAYOR TO SIGN GOVERNING RESOLUTION **AC**
8. IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING) **BL**
9. IN THE MATTER OF SURPLUSING PD VEHICLES FOR SALVAGE TO THE INSURANCE COMPANY **JQ**
10. IN THE MATTER OF APPROVAL OF CONTRACT FOR BID 2024-007PW – MCCULLOUGH BLVD IMPROVEMENTS **DRB**
11. IN THE MATTER OF AWARD OF BID NO 2024-009PW WARD 7 LAWNSDALE LPA SIDEWALK IMPROVEMENTS AND TO AUTHORIZE THE MAYOR AND CITY CLER TO SIGN AND EXECUTE CONTRACT SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL **DRB**
12. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES FEBRUARY 12, 2024 **DRB**
13. IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUNDS TO THE CITY OF TUPELO **AF**
14. IN THE MATTER OF SURPLUS FIXED ASSET ITEMS FOR AUCTION MAY 2024 **AF**
15. IN THE MATTER OF APPROVAL OF TUPELO PARK AND RECREATION DEPARTMENT ADVISORY BOARD MINUTES FOR NOVEMBER 2023 **AF**

16. IN THE MATTER OF BID FOR GUMTREE AND HANCOCK PARK PAVILION ADDITIONS BID #2024-006PR **AF**
17. IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF FEBRUARY 26, 2024 **KK**
18. IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS **JT**
19. IN THE MATTER OF RESOLUTION DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN, TUPELO COMMONS PROJECT, TUPELO, MISSISSIPPI, FEBRUARY 2004 OF THE CITY (THE “2004 TIF PLAN”), AS AMENDED AND RESTATED BY THE TAX INCREMENT FINANCING PLAN, TUPELO COMMONS PROJECT, TUPELO, MISSISSIPPI, FEBRUARY 2004, AS AMENDED AND RESTATED APRIL 2024 (THE “AMENDED AND RESTATED TIF PLAN”) PROPOSES A PROJECT THAT IS ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; AUTHORIZING AND APPROVING THE AMENDED AND RESTATED TIF PLAN FOR THE PURPOSES AS PROVIDED HEREIN; AUTHORIZING AND APPROVING THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE AMENDED AND RESTATED TIF PLAN; AND FOR RELATED PURPOSES **BL**
20. IN THE MATTER OF APPROVAL OF GOODWYN MILLS CAWOOD FOR CONSULTATION ON THE CITY OF TUPELO 2025-2040 COMPREHENSIVE PLAN UPDATE **TN**
21. IN THE MATTER OF APPROVAL TO SURPLUS ASSETS TO AUCTION **TN**
22. IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTIONS FOR UNPAID DEMOLITION **TN**
23. IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID LOT MOWING OF PROPERTY LOCATED AT 527 N CHURCH **TN**

(CLOSE REGULAR SESSION)

STUDY AGENDA

- S1. IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (MOVED TO STUDY AGENDA ON FEBRUARY 20, 2024) **TN**

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Scott Costello, Communications Director

DATE: March 27, 2024

SUBJECT: IN THE MATTER OF PROCLAMATION FOR NATIONAL JUNIOR
AUXILIARY WEEK

Request:

Mayor Jordan will present a proclamation for National Junior Auxiliary Week.



OFFICE OF THE MAYOR

NATIONAL JUNIOR AUXILIARY WEEK PROCLAMATION

WHEREAS, the Junior Auxiliary of Tupelo, Mississippi, a Chapter of the 89-year-old National Association of Junior Auxiliaries, Incorporated, represents a serious endeavor on the part of women to be active and constructive participants in the community and to assume responsible leadership in meeting community needs; and

WHEREAS, the mission of the National Association of Junior Auxiliaries is to encourage member Chapters to render charitable services which are beneficial to the general public, with particular emphasis on children, and to cooperate with other organizations performing similar services; and

WHEREAS, the Junior Auxiliary of Tupelo, Mississippi, works actively to perform the mission of the National Association of Junior Auxiliaries in this community since 1951, and we appreciate its efforts.

NOW, THEREFORE BE IT PROCLAIMED that I, Todd Jordan, Mayor of the City of Tupelo, Mississippi, do hereby designate the week of April 7-13, 2024, as

NATIONAL JUNIOR AUXILIARY WEEK

in Tupelo, Mississippi, sponsored by the National Association of Junior Auxiliaries, and urge all citizens, civic and fraternal groups, news media, and other community organizations to join in the salute to Junior Auxiliary volunteers who have been an important presence in this community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the city of, Tupelo, Mississippi to be affixed this the 2nd day of April in the year of our Lord 2024.

ATTEST:

Todd Jordan, Mayor

Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE March 27, 2024

SUBJECT: IN THE MATTER OF MINUTES OF MARCH 19, 2024 COUNCIL MEETING

Request:

For your review and approval

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

MARCH 19, 2024

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, March 19, 2024, 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 Travis Beard gave the invocation, and Council Member Lynn Bryan led the pledge of allegiance.

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

PUBLIC RECOGNITION

Council Member Lynn Bryan reminded everyone that Time for Tupelo is scheduled for Saturday, March 23, 2024, and encouraged everyone to do their part in keeping Tupelo beautiful.

Council Member Nettie Davis invited everyone to the final Lenten lunch at the First United Methodist Church on Thursday, March 21, 2024.

Council Member Travis Beard recognized Mrs. Nettie Davis for receiving the humanitarian award at an event held in Mobile, AL, with over 8,000 attendees.

MAYOR'S REMARKS

Mayor Todd Jordan mentioned several events coming up this weekend: Cherry Blossom Festival, 1st pickle ball tournament on new courts, and Bud and Burgers. He invited everyone to attend.

Recently, the 'Extra Table's March of the Mayors' event took place in Tupelo. The Filmore Center Structured Day School took on the project of collecting items and in 9 days collected 1200 cans of chicken and tuna. Mayor Jordan introduced Dr. Tanisha Smith, who then recognized the top classroom and the top 5 students for their collections, as follows:

Top Classroom Victoria Ashby

Top 5 Collectors Miller Young – 120 cans, Alan Stanfield – 75 cans, Joshua Clay – 60 cans,
Laleike Gordon – 60 cans and Salehhaldeen Alrazki – 54 cans.

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (MOVED TO ACTION AGENDA AT MARCH 6, 2024 MEETING)

Council Member Bryan moved, seconded by Council Member Palmer, to table this action. The vote was unanimous in favor.

IN THE MATTER OF MINUTES OF MARCH 5, 2024 MEETING

Council Member Palmer moved, seconded by Council Member Gaston, to approve the minutes of the regular March 5, 2024, meeting of the City Council.

IN THE MATTER OF BILL PAY

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

APPENDIX A

IN THE MATTER OF RATIFICATION OF DEPOSITORY AGREEMENT WITH CADENCE BANK

Council Member Janet Gaston recused herself from the meeting.

A contract with Cadence Bank as the Municipal Depository for the City's demand deposits was approved at the January 16, 2024 Council meeting. The depository agreement effective February 1, 2024 through January 31, 2026 is now presented for ratification. Council Member Bryan moved, seconded by Council Member Mims to approve the ratification of the contract. The vote was, as follows: Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer and Rosie Jones voting AYE. Janet Gaston – Recused. APPENDIX B

Council Member Janet Gaston rejoined the meeting.

IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – BALLISTIC SHIELDS AND RESPIRATOR KITS

Grant Writer Abby Christian addressed the Council requesting approval for the submission of 'Homeland Security Grant – Ballistic Shields and Respirator Kits'. This grant is in the amount of \$78,955.00 and has no match. Council Member Davis moved, seconded by Council Member Jones, to approve the submission of the grant. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – VAN

Grant Writer Abby Christian addressed the Council requesting approval for the submission of 'Homeland Security Grant – Van'. This grant is in the amount of \$70,000.00 and has no match. Council

Member Bryan moved, seconded by Council Member Gaston, to approve the submission of the grant. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – LICENSE PLATE READERS

Grant Writer Abby Christian addressed the Council requesting approval for the submission of ‘Homeland Security Grant – License Plate Readers (LPR)’. This grant is in the amount of \$76,485 and has no match. Council Member Bryan moved, seconded by Council Member Mims, to approve the submission of the grant. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – XRAY AND ATTACHMENTS

Grant Writer Abby Christian addressed the Council requesting approval for the submission of ‘Homeland Security Grant – X-ray and Attachments’. This grant is in the amount of \$92,450.00 and has no match. Council Member Bryan moved, seconded by Council Member Gaston, to approve the submission of the grant. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF APPROVAL TO SUBMIT FOR HOMELAND SECURITY GRANT – EXTRICATION EQUIPMENT AND HIGH PRESSURE LIFTING AIR BAG SYSTEM

Grant Writer Abby Christian addressed the Council requesting approval for the submission of ‘Homeland Security Grant – Extrication Equipment and High Pressure Lifting Air Bag System’. This grant is in the amount of \$70,000.00 and has no match. Council Member Palmer moved, seconded by Council Member Bryan, to approve the submission of the grant. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF APPOINTMENT OF HANNAH MAHARREY TO TUPELO HOUSING AUTHORITY BOARD OF COMMISSIONERS

Council Member Bryan moved, seconded by Council Member Gaston, to approve the appointment of Hannah Maharrey to complete the term of George Taylor on the Tupelo Housing Authority Board of Commissioners. The term will expire in January, 2026. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF ACCEPTING BID #2024-008PD – 6 FORD EXPLORERS AND 1 DODGE DURANGO

Bids were received for bid # 2024-008PD – Six Ford Explorers and 1 Dodge Durango. Three bids were received, with only one bid meeting the requirements as stated in the bid documents. Council Member Palmer moved, seconded by Council Member Gaston, to find 1) advertising was properly conducted affording other bidders the opportunity to bid; 2) the single responsive bid was commercially reasonable; and 3) to award the bid to Cannon Motors in the total amount of \$336,505.52. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF AWARD OF BID #2024-007PW – MCCULLOUGH BLVD IMPROVEMENTS

The City advertised and accepted bids for Bid #2024-007PW – McCullough Blvd Improvements. Multiple bids were received with the lowest and best bid being from Phillips Contracting Co., Inc. in the amount of \$387,039.00. Council Member Davis moved, seconded by Council Member Mims, to award the bid to Phillips Contracting Co., Inc. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF CONTRACT APPROVAL FOR ARPA BID # 2023-064PW GUN CLUB ROAD BOX CULVERT

ARPA Bid # 2023-064PW – Gun Club Road Box Culvert, was awarded to Townes Construction Co., Inc. at the February 6, 2024, Council meeting. Council Member Gaston moved, seconded by Council Member Palmer, to approve the contract for this project. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF REQUEST OF PUBLIC WORKS ASSETS FOR SURPLUS

Council Member Palmer moved, seconded by Council Member Bryan, to approve the surplus items, no longer needed for use by the City of Tupelo as listed in APPENDIX L, to be auctioned. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF CONVENTION AND VISITOR’S BUREAU BOARD MINUTES OF MARCH 5, 2024

Council Member Bryan moved, seconded by Council Member Mims, to accept the minutes of the Convention and Visitor’s Bureau of March 5, 2024. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF REQUEST TO REJECT ARPA BID #2023-062CVB RFP ADVERTISING AGENCY SERVICES TOURISM INDUSTRY RECOVERY II

Council Member Bryan moved, seconded by Council Member Palmer, to reject ARPA Bid # 2023-062CVB – RFP for Advertising Agency Services Tourism Industry Recovery II. One proposal was received, which was not responsive to the scope of work as advertised. The vote was unanimous in favor to reject the bid. APPENDIX N

IN THE MATTER OF REQUEST TO REJECT ARPA BID #2023-063CVB RFP PRODUCTION AGENCY SERVICES TOURISM INDUSTRY RECOVERY II

Council Member Davis moved, seconded by Council Member Gaston, to reject ARPA Bid # 2023-063CVB – RFP for Production Agency Services Tourism Industry Recovery II. Two proposals were received, which were not responsive to the entire scope of work as advertised. The vote was unanimous in favor to reject the bid. APPENDIX O

IN THE MATTER OF SOLE SOURCE PROCUREMENT – MUELLER SYSTEMS

Council Member Bryan moved, seconded by Council Member Mims, to approve a sole source provider for the procurement of AMI water meters and associated equipment to Mueller Systems. Tupelo Water & Light is currently using this system, and there are no compatible water meters and associated equipment for the current software interface between the meters, equipment and system. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS FOR AUCTION OR SCRAP, AS INDICATED FROM TUPELO WATER & LIGHT

Council Member Gaston moved, seconded by Council Member Mims, to approve the surplus items, no longer needed for use by the City of Tupelo as listed in APPENDIX Q, to be auctioned or scrapped as indicated. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF AWARD OF BID # 2023-046WL FOR AN OUTAGE MANAGEMENT SYSTEM

Council Member Palmer moved, seconded by Council Member Davis, as recommended by Allen & Hoshall Engineers, to award Bid # 2023-046WL – Outage Management System to the low qualified RFQ proponent, DataVoice International. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF AN EMERGENCY PURCHASE OF THREE (3) SUBMERSIBLE SOLIDS HANDLING PUMPS

Council Member Bryan moved, seconded by Council Member Mims, to approve an ‘Order to Authorize the Tupelo Water and Light Department to Enter into an Emergency Purchase Contract for the purchase of Three (3) Submersible Solids Handling Pumps for Operation of SW Sanitary Sewer Pumping Station Pursuant to Miss. Code Anno. § 31-7-13 (k). The lead time for receiving this equipment is 14-16 weeks, and the pumping station is down to one working pump. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF THE APPROVAL OF A CONTRACT WITH CENTURY CONSTRUCTION GROUP, INC. FOR THE PROVISION OF DEBRIS REMOVAL SERVICES IN ACCORDANCE WITH RFP 23-055PW AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL

Council Member Gaston moved, seconded by Council Member Davis, to approve a contract with Century Construction Group, Inc. for RFP 2023-055PW ‘the Provision of Debris Removal Services in Accordance with said RFP and to Authorize the Mayor and City Clerk to Execute Subject to Subsequent Ratification by the City Council’. The vote was unanimous in favor. APPENDIX T

IN THE MATTER OF THE APPROVAL OF AN ALTERNATE CONTRACT WITH ASHBRIIT INC. FOR THE PROVISION OF DEBRIS REMOVAL SERVICES IN ACCORDANCE WITH RFP 23-055PW AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL

Council Member Gaston moved, seconded by Council Member Palmer, to approve an alternate contract with Ashbritt Inc. for the ‘Provision of Debris Removal Services in Accordance with RFP 2023-055PW and to Authorize the Mayor and City Clerk to Execute Subject to Subsequent Ratification by the City Council’. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF THE APPROVAL OF A CONTRACT WITH DEBRIS TECH FOR THE PROVISION OF DEBRIS MONITORING SERVICES IN ACCORDANCE WITH RFP 23-056PW AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL

Council Member Bryan moved, seconded by Council Member Gaston, to approve a contract with Debris Tech for the ‘Provision of Debris Monitoring Services in Accordance with RFP 2023-056PW and to Authorize the Mayor and City Clerk to Execute Subject to Subsequent Ratification by the City Council’. The vote was unanimous in favor. APPENDIX V

IN THE MATTER OF DECLARING AS SURPLUS REAL PROPERTY LOCATED AT 418 SOUTH SPRING STREET (GRAVLEE BUILDING)

Council Member Davis moved, seconded by Council Member Bryan, to declare certain property located at 418 South Spring Street – Gravlee Building as surplus, no longer needed by the City of Tupelo. This property was purchased on August 3, 2020, with the intention of the property being sold and redeveloped along with other nearby properties. The property has continued to deteriorate, and the City desires to perform asbestos abatement necessary to demolish and demolish same. The vote was unanimous in favor. APPENDIX W

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (MOVED TO STUDY AGENDA ON FEBRUARY 20, 2024)

This item was left on the study agenda.

EXECUTIVE SESSION

Council Member Davis moved, seconded by Council Member Bryan, to determine the need for an executive session. City Attorney Ben Logan said the session will be for the possible purchase of property under Miss. Code Anno. § 25-41-7 (g) (1972 as amended). The vote was unanimous in favor.

Council Member Mims moved, seconded by Council Member Gaston, to close the regular session and enter executive session for discussion of the possible purchase of property under Miss. Code Anno. § 25-41-7 (g) (1972 as amended).

After discussion in executive session, Council Member Bryan moved, seconded by Council Member Jones, to return to the regular meeting at 6:30 p.m. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Mims moved, seconded by Council Member Jones, to adjourn the meeting at 6:31 p.m.

This the 19th day of March, 2024.

Travis Beard, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, City Clerk/CFO
DATE March 27, 2024
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

For your review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE April 2, 2024

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

Request:

There are no items for approval at this time.

ITEMS:

None



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE: April 2, 2024
SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #6 FOR FY 2024. **KH**

Request:

Please review and approve amendment #6 which includes:

- Increasing general fund \$9,385 for donation from the Sports Council for flags and synthetic turf material for baseball and also reducing the general fund for 3 Homeland Security grants duplicated in the fiscal year 2024 budget in the amount of \$145,100. The general fund amendment also includes transferring contingency money to repair Engine 6 in the amount of \$30,000.
- Increasing the capital fund \$623,590 for an additional \$250,000 for the Hancock and Gumtree Park Projects, an additional 100,000 for the additional cost of the ladder truck presented to Council in a work session and \$273,590 for 2024 G.O. Bond Costs.

ITEMS:

Amendment #6

City of Tupelo
Fy 2024 Budget Revision #6

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 2024 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	8,718,760		8,718,760
Licenses & Permits	1,125,000		1,125,000
Intergovernmental Revenues	37,289,144	(145,100)	37,144,044
Charges for Services	698,000		698,000
Fines & Forfeits	577,000		577,000
Interest Income & Misc. Revenues	1,383,462	9,385	1,392,847
Other Financing Resources	224,209		224,209
Unreserved Fund Balance	3,614,022	-	3,614,022
Total General Fund Revenues	53,629,597	(135,715)	53,493,882

Purpose: To increase the budget for donation from the Sport Council accepted by the Council at a prior meeting (\$9,385).

Expenditures:

City Council

Personnel	310,772		310,772
Supplies	6,000		6,000
Other Services & Charges	196,250		196,250
Capital	-	-	-
Total City Council	513,022	-	513,022

Purpose:

Executive Dept.

Personnel	1,151,489		1,151,489
Supplies	23,500		23,500
Other Services & Charges	289,850		289,850
Capital	-	-	-
Total Executive Dept.	1,464,839	-	1,464,839

Purpose:

City Court

Personnel	1,000,016		1,000,016
Supplies	32,300		32,300
Other Services & Charges	107,342		107,342
Capital	-	-	-
Total City Court	1,139,658	-	1,139,658

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Finance Department</u>			
Personnel	891,767		891,767
Supplies	31,600		31,600
Other Services & Charges	624,325		624,325
Capital	326,400	-	326,400
	<u>1,874,092</u>	<u>-</u>	<u>1,874,092</u>

Purpose:

<u>Human Resources</u>			
Personnel	349,868		349,868
Supplies	4,100		4,100
Other Services & Charges	131,400		131,400
Capital	-	-	-
	<u>485,368</u>	<u>-</u>	<u>485,368</u>

Purpose:

<u>Development Services</u>			
Personnel	1,435,505		1,435,505
Supplies	37,172		37,172
Other Services & Charges	190,960		190,960
Capital	-	-	-
	<u>1,663,637</u>	<u>-</u>	<u>1,663,637</u>

Purpose:

<u>Police Dept</u>			
Personnel	10,029,989		10,029,989
Supplies	783,486		783,486
Other Services & Charges	2,335,455		2,335,455
Capital	543,700	(145,100)	398,600
	<u>13,692,630</u>	<u>(145,100)</u>	<u>13,547,530</u>

Purpose: Remove duplicated grants.

<u>Fire Dept</u>			
Personnel	7,233,609		7,233,609
Supplies	415,288		415,288
Other Services & Charges	345,286	30,000	375,286
Capital	-	-	-
	<u>7,994,183</u>	<u>30,000</u>	<u>8,024,183</u>

Purpose: To transfer funds for Engine 6 repair.

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,339,911		3,339,911
Supplies	406,100		406,100
Other Services & Charges	2,375,258		2,375,258
Capital	<u>17,000</u>	<u>-</u>	<u>17,000</u>
Total Public Works	<u>6,138,269</u>	<u>-</u>	<u>6,138,269</u>
Purpose:			
<u>Parks & Recreation</u>			
Personnel	2,373,364		2,373,364
Supplies	457,000	9,385	466,385
Other Services & Charges	1,261,533		1,261,533
Capital	<u>31,659</u>	<u>-</u>	<u>31,659</u>
Total Parks & Rec	<u>4,123,556</u>	<u>9,385</u>	<u>4,132,941</u>
Purpose: To increase the budget for the donation accepted for the purchase of flags. To increase the budget for the donation accepted to purchase synthetic turf material for baseball.			
<u>Aquatics Facility</u>			
Personnel	487,227		487,227
Supplies	103,500		103,500
Other Services & Charges	512,000		512,000
Capital	<u>10,000</u>	<u>-</u>	<u>10,000</u>
Total Aquatics Facility	<u>1,112,727</u>	<u>-</u>	<u>1,112,727</u>
Purpose:			
<u>Museum</u>			
Personnel	149,110		149,110
Supplies	9,000		9,000
Other Services & Charges	37,600		37,600
Capital	<u>4,000</u>	<u>-</u>	<u>4,000</u>
Total Museum	<u>199,710</u>	<u>-</u>	<u>199,710</u>
Purpose:			
Community Services	<u>1,343,100</u>	<u>-</u>	<u>1,343,100</u>
Purpose:			
Debt Service	<u>325,480</u>	<u>-</u>	<u>325,480</u>
Purpose:			
Other Financing Uses	<u>11,503,826</u>	<u>-</u>	<u>11,503,826</u>
Purpose:			
Reserves	<u>55,500</u>	<u>(30,000)</u>	<u>25,500</u>
Total General Fund Expenditures	<u>53,629,597</u>	<u>(135,715)</u>	<u>53,493,882</u>

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	1,127,582		1,127,582
Transfer from Other Funds	8,655,241		8,655,241
State Funds	500,000		500,000
Miscellaneous Income	22,500		22,500
Bond Proceeds	14,035,000	623,590	14,658,590
Unreserved Fund Balance	14,713,897	-	14,713,897
Total Revenues	<u>39,054,220</u>	<u>623,590</u>	<u>39,677,810</u>
Expenditures			
Other Services & Charges			
Maintenance Projects	591,275		591,275
Street Overlay	7,181,280		7,181,280
Neighborhood Revitalization	1,021,405		1,021,405
Traffic Calming	141,030		141,030
Contingies/Grant Matches	40,000	-	40,000
Total Other Services & Charges	<u>8,974,990</u>	<u>-</u>	<u>8,974,990</u>
Capital			
Infrastructure Improvements	9,753,488		9,753,488
Purchase of Property	61,918		61,918
Equipment	1,062,425		1,062,425
Building Improvements	8,251,398		8,251,398
Park Improvements	7,390,965	250,000	7,640,965
Vehicles	577,484		577,484
Police Vehicles/Equipment	768,996		768,996
Fire Equipment/Trucks	2,212,556	100,000	2,312,556
Contingencies(Grant Matches)	-	-	-
Total Capital	<u>30,079,230</u>	<u>350,000</u>	<u>30,429,230</u>
Debt Expenditures	<u>-</u>	<u>273,590</u>	<u>273,590</u>
Total Expenditures	<u>39,054,220</u>	<u>623,590</u>	<u>39,677,810</u>

Purpose: To increase the original fire truck budgeted due to the increase in costs.
 To increase the Hancock and Gumtree Park budgets for Pavilion and other park improvements. (250,000)
 To increase the budget for 2024 G.O. Bond Costs (273,590)..

Voting

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

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO/City Clerk
DATE: April 2, 2024
SUBJECT: IN THE MATTER OF SURPLUS FIXED ASSETS FOR AUCTION KH

Request:

I am requesting permission to surplus the item listed below for auction. The vehicle is no longer being used in the department.

Asset 6262 2006 Crown Vic Vin 2FAFP74V26X122556 \$22,672.00

Thank you for your attention in this matter.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 02 April 2024

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FOR LAND AND WATER CONSERVATION FUND GRANT FOR BALLARD PARK LAKE AND APPROVE MAYOR TO SIGN GOVERNING RESOLUTION AC

Request: Seeking request to submit a LWCF grant for improvements to the Ballard Park lake retaining wall, and for permission for the Mayor to sign the Governing Resolution stating that it is in the best public interest to acquire and/or develop a LWCF Park and have submitted a LWCF Application for funding.

Agency: Mississippi Department of Wildlife, Fisheries, and Parks – Outdoor Recreation Grants Division

Grant: FY'24 Land and Water Conservation Fund (LWCF)

Grant #: TBD

Match: 50%

Submission Deadline: 09 May 2024

Appendix E

Governing Resolution

Record: On behalf of the below-named entity, I submit this application for the project described herein for grant assistance from the federal Land and Water Conservation Fund (LWCF) program. The LWCF application will be made part of the official record, should this project receive funding from LWCF.

Funding: It is understood that the LWCF is a reimbursable 50/50 matching grant program. Whereby the Federal share is no more than 50% and the Non-Federal (local) match is at least 50% of the total project budget. In addition, reimbursement of federal share will not occur until the project is complete with all vendors paid, and closeout approved by the National Park Service.

Land Ownership: I certify and verify fee simple ownership of the land to be developed by the project, which is the subject of this application.

Dedication: I understand that any properties receiving LWCF grant assistance must be maintained, in perpetuity, for public outdoor recreation. Prior to project close-out, we shall record on the real property title that this property has been dedicated solely to public outdoor recreation use in perpetuity under terms of the Land and Water Conservation Fund Act of 1965, as administered by the Mississippi Department of Wildlife, Fisheries and Parks - Outdoor Recreation Grant Division (MDWFP-ORG).

Cooperation: I acknowledge additional documentation may be required to complete this process. I agree to cooperate with the MDWFP-ORG by furnishing all information necessary to qualify for federal aid, to execute a State/Local Grant Agreement, and to adhere to all statutes and guidelines governing the LWCF program.

Resolution: The Aldermen I Town Council/ Board of Supervisors - on behalf of the below named entity voted and considered it in the best public interest to acquire and/or develop a LWCF Park and have submitted a LWCF Application for funding. (Attach copy of minutes)

I certify that to the best of my knowledge, the information I this application is true and correct.

Authorized Representative: (Type or Print)
Name:
Title:
Address:
City, State, Zip Code
Entity name:
Signature of Authorized Representative:
Date Resolution was voted on and approved for submission of LWCF application. (Attach a copy of the minutes)
Date:



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE: November 2, 2023

SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENT –
MULTIFAMILY (TABLED AT NOVEMBER 7, 2023 MEETING)TN

Request:

For discussion, review and approval.



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: March 27, 2024
SUBJECT: IN THE MATTER OF SURPLUSING PD VEHICLES FOR SALVAGE TO THE INSURANCE COMPANY JQ

Request:

Please accept this letter of request to surplus two below attached Police Department vehicles for salvage back to the insurance company. Both vehicles were a total loss resulting from traffic crashes. All police department equipment will be removed from each vehicle prior to release but after approval for surplus.

1. 2020 Dodge Durango Vin# 1C4RDJG1LC205576
(Vehicle was deemed a total loss by insurance after a front-end collision)
2. 2022 Ford Explorer Hybrid Vin# 1FM5K8AW2NNA08513
(Vehicle was deemed a total loss by insurance after a front-end collision)



AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, City Engineer
DATE: March 27, 2024
SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT FOR BID 2024-007PW –
MCCULLOUGH BLVD IMPROVEMENTS **DRB**

Request: DRB

Approval of Contract for Bid No 2024-007PW. This bid was awarded at the March 19, 2024 Council Meeting. The bid total is for \$387,039.00

The attached documents contain the following:

- Contract Agreement
- Certificate of Owner's Attorney
- Payment Bond
- Performance Bond
- Certificate of Liability Insurance

**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

AGREEMENT

This AGREEMENT, made this ____ day of _____, 2024 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and Phillips Contracting Co., Inc., doing business as a corporation, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of McCULLOUGH BOULEVARD IMPROVEMENTS.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 150 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of **Three hundred eighty seven thousand and thirty nine dollars (\$387,039.00)**, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Documents
 - (E) Bid Bond
 - (F) Agreement
 - (G) Certificate of Owner's Attorney
 - (H) General Conditions
 - (I) Special Conditions
 - (J) Payment Bond
 - (K) Performance Bond
 - (L) Notice of Award
 - (M) Notice to Proceed
 - (N) Change Order
 - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:

CITY OF TUPELO, MISSISSIPPI

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

OWNER'S SEAL

CONTRACTOR:

BY: *B. Hill*
Name: *Blake Hill*
Title: *President*

ATTEST:

BY: *Doug Phillips*
Name: *Doug Phillips*
Title: *Secretary*

CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of THE CITY OF TUPELO, MISSISSIPPI, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

NAME: _____

DATE: _____

NOTE: Delete phrase "performance and payment bond(s)" when not applicable.

**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

Bond No. 9443704

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that

Phillips Contracting Co., Inc.
P.O. Box 7530
Columbus, MS 39705

a corporation, hereinafter called PRINCIPAL and Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196-1056 (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **Three hundred eighty seven thousand and thirty nine dollars (\$387,039.00)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

McCULLOUGH BOULEVARD IMPROVEMENTS

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Danny Phillips
(Principal) Secretary
(SEAL)

Witness as to Principal
P. O. Box 7530
Address
Columbus, MS 39705

Phillips Contracting Co., Inc.
Principal
By: *Bob* President
P. O. Box 7530
Address
Columbus, MS 39705

ATTEST:

Trina Cobb *Braxton Brumfield*
Witness as to Surety Braxton Brumfield
P. O. Box 1490
Address
Jackson, MS 39215-1490

Fidelity and Deposit Company of Maryland
Surety
By: *Trina Cobb*
Attorney-In-Fact Trina Cobb
Fisher Brown Bottrell Insurance, Inc.
Address
P. O. Box 1490, Jackson, MS 39215-1490



NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

**McCULLOUGH BOULEVARD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

PERFORMANCE BOND

Bond No. 9443704

KNOW ALL PERSONS BY THESE PRESENTS that

Phillips Contracting Co., Inc.
P.O. Box 7530
Columbus, MS 39705

a corporation, hereinafter called PRINCIPAL and Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196-1056 (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of **Three hundred eighty seven thousand and thirty nine dollars (\$387,039.00)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

McCULLOUGH BOULEVARD IMPROVEMENTS

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faith full performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Dary Phillips
(Principal) Secretary

Phillips Contracting Co., Inc.
Principal

(SEAL)

By: [Signature] President

Witness as to Principal
P. O. Box 7530

P. O. Box 7530
Address
Columbus, MS 39705

Columbus, MS 39705

Fidelity and Deposit Company of Maryland
Surety

ATTEST:

[Signature] [Signature]
Witness as to Surety Braxton Brumfield

By: [Signature]
Attorney-In-Fact Trina Cobb



P. O. Box 1490
Address
Jackson, MS 39215-1490

Fisher Brown Bottrell Insurance, Inc.
Address
P. O. Box 1490, Jackson, MS 39215-1490

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

Resident Mississippi Agent Trina Cobb

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Taylor LEGGETT, Amanda Jean CHARFAUROS, Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR., all of Jackson, Mississippi, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

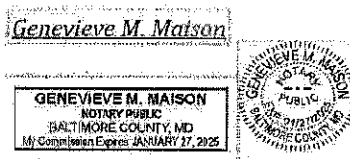
By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this day of , 202 .



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY)
3/25/2024

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

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

PRODUCER Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900	CONTACT NAME: PHONE (A/C, No, Ext): 601 948-2900 FAX (A/C, No): 6013553227 E-MAIL ADDRESS: dgoins@rossandyerger.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Phillips Contracting Co., Inc. P.O. Box 7530 Columbus, MS 39705	INSURER A : American Zurich	40142
	INSURER B : RSUI Indemnity Company/CRC	22314
	INSURER C : SiriusPoint Specialty Inc. Corp./CRC	16820
	INSURER D : Travelers Property Casualty Co. of Am.	25674
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO831162821	03/01/2024	03/01/2025	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP831162921	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		NHA107041	03/01/2024	03/01/2025	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC831162721	03/01/2024	03/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Excess Liability		TSX00080824	03/01/2024	03/01/2025	\$ 5,000,000	
B	Excess Liability		NHA107056	03/01/2024	03/01/2025	\$ 1,000,000	
D	Installation		9X306078	03/01/2024	03/01/2025	\$ 1,000,000/\$10,000 DED.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Blanket Additional Insured with Primary & Non-Contributory applies to General Liability and Automobile Liability when required by written contract. General Liability includes Ongoing & Completed Operations for Additional Insured when required by written contract. Blanket Waiver of Subrogation applies to Workers Compensation, General Liability, and Automobile Liability when required by written contract. Excess Liability follows underlying Additional Insured and Waiver of Subrogation when required by written (See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

Engineering Solutions, Inc. 1324 N Veterans Tupelo, MS 38804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Dudley A. Winkley</i>
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DESCRIPTIONS (Continued from Page 1)

contract.

Leased/Rented Equipment: 9X306078; 03/01/24-03/01/25; Travelers; \$500,000 / \$5,000 Deductible.

ALL policies are subject to policy terms, conditions, and exclusions.

Project: McCULLOUGH BOULEVARD IMPROVEMENTS



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE March 27, 2024

SUBJECT: IN THE MATTER OF AWARD OF BID NO 2024-009PW WARD 7 LAWNSDALE LPA SIDEWALK IMPROVEMENTS AND TO AUTHORIZE THE MAYOR AND CITY CLER TO SIGN AND EXECUTE CONTRACT SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL **DRB**

Request:

- Bids for the above referenced project were opened on Wednesday, March 27th at 10:00 am. Two bids were received, as follows:

Engineer’s Estimate	\$240,415.00
J.M. Duncan, Inc	\$219,316.00
Phillips Contracting	\$247,778.10

After review by the Engineer, the best and lowest bidder was found to be J.M. Duncan. The bid was 8.8% **BELOW** the Engineer’s Estimate.

Please award the bid, as requested. Contract documents will be submitted to Council for ratification after legal approval.



March 27, 2024

Mr. Dennis Bonds, PE
LPA Project Director
604 Crossover Road
Tupelo, Mississippi 38801

REFERENCE: EVALUATION OF BIDS / RECOMMENDATION OF AWARD OF CONTRACT
LAWNDALE LPA SIDEWALK IMPROVEMENTS – BID NO. 2024-009PW
MDOT PROJ. NO. STP-0430-00(046) LPA / 109150-701000

Dear Mr. Bonds:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Wednesday, March 27, 2024 at 10:00 AM local time. This project includes the construction of new sidewalks and related improvements along Mitchell Road from Lawndale to Green St. and adjacent areas to provide a pedestrian connection between existing apartments /residential areas to Lawndale Elementary School.

As represented on the attached tabulation of bids, two (2) bids were received for this project that ranged from \$219,316.00 - \$247,778.10 for this project. The low bid was from J.M. Duncan, Inc. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents. The pre-bid estimate for the project was \$240,415.00.

Thus, it is our recommendation that the City award this contract in the amount of \$219,316.00 to J.M. Duncan, Inc. for the referenced project, and authorize the Mayor to execute the contract per the conditions set forth in the Contact Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
DABBS CORPORATION

Dustin D. Dabbs, PE
President

- C: Mr. Don Lewis, COO, City of Tupelo
- Ms. Kim Hanna, CFO, City of Tupelo
- Mr. Ben Logan, City Attorney, City of Tupelo
- Mr. Travis Wampler, PE – MDOT District LPA Engineer

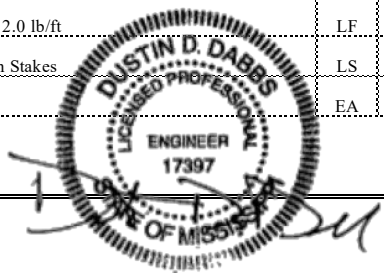
Attachment: Bid Tabulation

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

BID TABULATION - BID NO. 2024-009PW
WARD 7 LAWNDALES LPA SIDEWALK IMPROVEMENTS
PROJECT NO. STP-0430-00(046) LPA / 109150-701000
CITY OF TUPELO, MISSISSIPPI
BID DATE: 03/27/2024

Prepared by:  **Dabbs Corporation**

					J.M. DUNCAN, INC.		PHILLIPS CONTRACTING	
ITEM NO.	PAY ITEM	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
10	201-A001	Clearing and Grubbing	LS	1	\$8,000.00	\$ 8,000.00	\$19,500.00	\$ 19,500.00
20	202-B004	Removal of Asphalt Driveways, All Depths	SY	20	\$25.00	\$ 500.00	\$40.00	\$ 800.00
30	202-B080	Removal of Concrete Sidewalk	SY	10	\$40.00	\$ 400.00	\$40.00	\$ 400.00
40	202-B088	Removal of Curb & Gutter, All Types	LF	68	\$20.00	\$ 1,360.00	\$40.00	\$ 2,720.00
50	202-B191	Removal of Pipe, 8" And Above	LF	1	\$500.00	\$ 500.00	\$500.00	\$ 500.00
60	203-A002	Unclassified Excavation, LVM, AH	CY	50	\$20.00	\$ 1,000.00	\$32.50	\$ 1,625.00
70	203-EX041	Borrow Excavation, AH, LVM, Class B9-6	CY	523	\$24.00	\$ 12,552.00	\$35.00	\$ 18,305.00
80	203-G002	Excess Excavation, LVM, AH	CY	115	\$20.00	\$ 2,300.00	\$32.50	\$ 3,737.50
90	216-A001	Solid Sodding	SY	2,255	\$6.40	\$ 14,432.00	\$8.00	\$ 18,040.00
100	219-A001	Watering	KGAL	10	\$20.00	\$ 200.00	\$20.00	\$ 200.00
110	907-234-A001	Temporary Silt Fence	LF	1,200	\$4.00	\$ 4,800.00	\$4.00	\$ 4,800.00
120	235-A001	Temporary Erosion Checks	EA	20	\$100.00	\$ 2,000.00	\$10.00	\$ 200.00
130	237-A001	Wattles, 12"	LF	100	\$10.00	\$ 1,000.00	\$10.00	\$ 1,000.00
140	503-C010	Saw Cut, Full Depth	LF	70	\$10.00	\$ 700.00	\$25.00	\$ 1,750.00
150	601-B001	Class "B" Structural Concrete, Minor Structures	CY	5	\$2,500.00	\$ 12,500.00	\$4,450.00	\$ 22,250.00
160	602-A001	Reinforcing Steel	LBS	42	\$6.00	\$ 252.00	\$10.00	\$ 420.00
170	603-CA003	15" Reinforced Concrete Pipe, Class III	LF	96	\$87.00	\$ 8,352.00	\$101.00	\$ 9,696.00
180	603-CA011	18" Reinforced Concrete Pipe, Class III	LF	8	\$125.00	\$ 1,000.00	\$202.00	\$ 1,616.00
190	603-CB002	15" Reinforced Concrete End Section	EA	2	\$2,100.00	\$ 4,200.00	\$1,500.00	\$ 3,000.00
200	603-CB003	18" Reinforced Concrete End Section	EA	1	\$2,100.00	\$ 2,100.00	\$2,000.00	\$ 2,000.00
210	604-B001	Gratings	LBS	150	\$5.00	\$ 750.00	\$10.00	\$ 1,500.00
220	608-B001	Concrete Sidewalk, With Reinforcement	SY	672	\$84.00	\$ 56,448.00	\$97.80	\$ 65,721.60
230	907-608-C001	Detectable Warning Panels	SF	120	\$75.00	\$ 9,000.00	\$40.00	\$ 4,800.00
240	609-B002	Concrete Curb, Header	LF	45	\$40.00	\$ 1,800.00	\$80.00	\$ 3,600.00
250	613-D009	Adjustment of Utility Appurtenance	EA	4	\$750.00	\$ 3,000.00	\$1,000.00	\$ 4,000.00
260	614-B001	Concrete Driveway, With Reinforcement	SY	35	\$150.00	\$ 5,250.00	\$135.00	\$ 4,725.00
270	618-A001	Maintenance of Traffic	LS	1	\$11,500.00	\$ 11,500.00	\$10,000.00	\$ 10,000.00
280	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	SF	160	\$35.00	\$ 5,600.00	\$35.50	\$ 5,680.00
290	619-D3001	Remove and Reset Signs, All Sizes	EA	6	\$580.00	\$ 3,480.00	\$600.00	\$ 3,600.00
300	620-A001	Mobilization	LS	1	\$27,000.00	\$ 27,000.00	\$10,000.00	\$ 10,000.00
310	626-H004	Thermoplastic Legend, White	SF	344	\$17.50	\$ 6,020.00	\$18.00	\$ 6,192.00
320	630-C002	Steel U-Section Posts, 2.0 lb/ft	LF	200	\$11.60	\$ 2,320.00	\$12.00	\$ 2,400.00
330	699-A001	Roadway Construction Stakes	LS	1	\$6,000.00	\$ 6,000.00	\$10,000.00	\$ 10,000.00
340	L00061 - 202-B501	Removal of Headwall	EA	3	\$1,000.00	\$ 3,000.00	\$1,000.00	\$ 3,000.00
GRAND TOTAL					\$ 219,316.00		\$ 247,778.10	



Proposal To:
City of Tupelo, Lee County, Mississippi
Purchasing Office, City Hall 1st Floor
71 East Troy Street
Tupelo, MS 38804

Bid For: WARD 7 LAWNDALE ELEMENTARY SIDEWALKS

Project No.: STP-0430-00(046)LPA/109150-701000

Bid No. 2024-009PW

Proposal From: J.M. Duncan INC.

PO Box 1355

Ripley, MS 38663

C.O.R. #: 16029-MC

Proposal Date: March 27th, 2024 @ 10:00 AM

X	Office Review
X	PSE
X	Final PSE
X	Street Ready
	Executed

CITY OF TUPELO

PROPOSAL AND CONTRACT DOCUMENTS FOR

FEDERAL AID PROJECT NO.
STP-0430-00(046)LPA/109150
(Lee County)

Construction of Sidewalk along South Green Street parallel to
Mitchell Road and crossing Lawndale Drive to connect to
Lawndale Elementary

November 2023

By:

Dabbs Corporation

I certify that this a true and correct copy of the original
proposal and contract documents on file, located in the
City of Tupelo, this _____ day of _____, 20____.

_____ LPA Official _____ Project Engineer



Dustin Dabbs, P.E.

02/15/2024
Date



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that J. M. Duncan, Inc.

as Principal, hereinafter called the Principal and Western Surety Company

a corporation duly organized under the laws of the State of South Dakota

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo
71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five percent of amount bid

Dollars(\$ 5%),

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

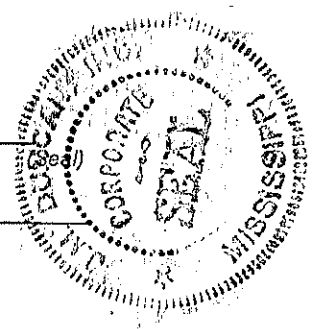
WHEREAS, the Principal has submitted a bid for Ward 7 Lawndale Elementary Sidewalks, Tupelo, Lee County, MS -- Project No. STP-0430-00(046)LPA/109150-701000, Bid No. 2024-009PW

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

Signed and sealed this 27th day of March, 2024

Raella Boyd
(Witness)

J. M. Duncan, Inc. [Signature]
(Principal)
President
(Title)



Janice McCoy
(Witness)
Janice McCoy

Western Surety Company
[Signature]
(Surety) (Seal)
(Title)

Cooper W. Permenter, Attorney-in-fact
MISSISSIPPI RESIDENT AGENT



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of November, 2023.



WESTERN SURETY COMPANY

Larry Kasten

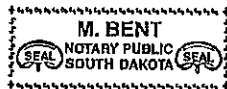
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of November, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 905 - PROPOSAL

Date 3/27/24

TO: City of Tupelo, Lee County, MS
71 East Troy Street
TUPELO, MS 38804

Sirs: The following proposal is made on behalf of MATT DUNCAN
of J. M. Duncan, Inc.

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of City Clerk
Tupelo City Hall, 71 East Troy St, Tupelo, Mississippi. 38804

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of City Clerk located at 71 East Troy St TUPELO, MS 38804 prior to the bid opening time specified in the advertisement.
INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the owner. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the owner to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the owner election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: 0
(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: 3/27/24

J. M. Duncan, Inc.

Contractor

BY: MATT DUNCAN 

TITLE: PRESIDENT

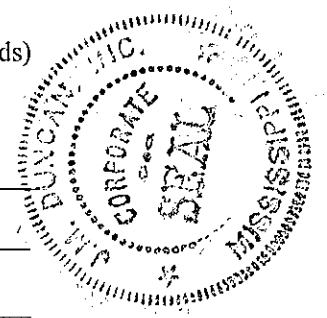
ADDRESS: P.O. Box 1355

CITY: Ripley, MS 38663

PHONE: 662-882-3231

FAX: 662-993-8579

EMAIL: jmduncaninc@yahoo.com



SECTION 905 PROPOSAL (Bid Sheet No. 2-1)
PROJECT NO. STP-0430-00(046)LPA/109150-701000
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI
PROJECT DESCRIPTION: WARD 7 LAWDALE ELEMENTARY SIDEWALKS

I (We) agree to complete the entire project within the specified contract time.

*****SPECIAL NOTICE TO BIDDERS*****
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED
BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

ITEM NO.	PAY ITEM NO.	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	ITEM TOTAL	TOTAL
10	201-A001	Clearing and Grubbing	1	LS	8,000. ⁰⁰	
20	202-B004	Removal of Asphalt Driveways, All Depths	20	SY	25. ⁰⁰	500. ⁰⁰	
30	202-B080	Removal of Concrete Sidewalk	10	SY	40. ⁰⁰	400. ⁰⁰	
40	202-B088	Removal of Curb & Gutter, All Types	68	LF	20. ⁰⁰	1,360. ⁰⁰	
50	202-B191	Removal of Pipe, 8" And Above	1	LF	500. ⁰⁰	500. ⁰⁰	
60	203-A002	Unclassified Excavation, LVM, All	50	CY	20. ⁰⁰	1,000. ⁰⁰	
70	203-EX041	Borrow Excavation, All, LVM, Class B9-6	523	CY	24. ⁰⁰	12,552. ⁰⁰	
80	203-G002	Excess Excavation, LVM, All	115	CY	20. ⁰⁰	2,300. ⁰⁰	
90	216-A001	Solid Sodding	2,255	SY	6. ⁴⁰	14,432. ⁰⁰	
100	219-A001	Watering	10	KGAL	\$ 20. ⁰⁰	\$ 200. ⁰⁰	
110	907-234-A001	Temporary Silt Fence	1,200	LF	4. ⁰⁰	4,800. ⁰⁰	
120	235-A001	Temporary Erosion Checks	20	EA	100. ⁰⁰	2,000. ⁰⁰	
130	237-A001	Wattles, 12"	100	LF	10. ⁰⁰	1,000. ⁰⁰	
140	503-C010	Saw Cut, Full Depth	70	LF	10. ⁰⁰	700. ⁰⁰	
150	601-B001	Class "B" Structural Concrete, Minor Structures	5	CY	2,500. ⁰⁰	12,500. ⁰⁰	
160	602-A001	Reinforcing Steel	42	LBS	6. ⁰⁰	252. ⁰⁰	
170	603-C-A003	15" Reinforced Concrete Pipe, Class III	96	LF	87. ⁰⁰	8,352. ⁰⁰	
180	603-CA011	18" Reinforced Concrete Pipe, Class III	8	LF	125. ⁰⁰	1,000. ⁰⁰	
190	603-CB002	15" Reinforced Concrete End Section	2	EA	2,100. ⁰⁰	4,200. ⁰⁰	
200	603-CB003	18" Reinforced Concrete End Section	1	EA	2,100. ⁰⁰	2,100. ⁰⁰	
210	604-B001	Gratings	150	LBS	5. ⁰⁰	750. ⁰⁰	
220	608-B001	Concrete Sidewalk, With Reinforcement	672	SY	84. ⁰⁰	56,448. ⁰⁰	
230	907-608-C001	Detectable Warning Panels	120	SF	75. ⁰⁰	9,000. ⁰⁰	
240	609-B002	Concrete Curb, Header	45	LF	40. ⁰⁰	1,800. ⁰⁰	
250	613-D009	Adjustment of Utility Appurtenance	4	EA	750. ⁰⁰	3,000. ⁰⁰	
260	614-B001	Concrete Driveway, With Reinforcement	35	SY	150. ⁰⁰	5,250. ⁰⁰	
270	618-A001	Maintenance of Traffic	1	LS	11,500. ⁰⁰	
280	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	160	SF	35. ⁰⁰	5,600. ⁰⁰	
290	619-D3001	Remove and Reset Signs, All Sizes	6	EA	580. ⁰⁰	3,480. ⁰⁰	
300	620-A001	Mobilization	1	LS	27,000. ⁰⁰	
310	626-H004	Thermoplastic Legend, White	344	SF	17. ⁵⁰	6,020. ⁰⁰	
320	630-C002	Steel U-Section Posts, 2.0 lb/ft	200	LF	11. ⁶⁰	2,320. ⁰⁰	
330	699-A001	Roadway Construction Stakes	1	LS	6,000. ⁰⁰	
340	L00061 - 202-B501	Removal of Headwall	3	EA	1,000. ⁰⁰	3,000. ⁰⁰	
Total Cost						219,316.⁰⁰	00

SECTION 905 PROPOSAL (Bid Sheet No. 2-2)
PROJECT NO. STP-0430-00(046)LPA/109150-701000
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI
PROJECT DESCRIPTION: WARD 7 LAWNSDALE ELEMENTARY SIDEWALKS

I (We) agree to complete the entire project within the specified contract time.

*****SPECIAL NOTICE TO BIDDERS*****

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT

- 1. I/We agree that no less than 1 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
- 2. Classification of Bidder: Small Business (DBE) _____ Small Business (WBE) _____
- 3. A joint venture with a Small Business (DBE/WBE): YES _____

*****SIGNATURE STATEMENT*****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN HEREIN CONSTITUTE THEIR OFFICIAL BID.



 BIDDER'S SIGNATURE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports

The Bidder X, proposed Subcontractor , hereby certifies that he has X, has not , participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X, has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

J.M. Duncan Inc.
(COMPANY)

BY [Signature]
PRESIDENT
(TITLE)

DATE: 3/27/24

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

SECTION 905 - PROPOSAL

Date 3/27/24

TO: City of Tupelo
STP-0430-00(046) LPA/109150

Sirs: The following proposal is made on behalf of Phillips Contracting Co., Inc.
of P.O. Box 7530
Columbus, MS 39705

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of _____, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of _____ located at _____ prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the _____. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the _____ to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the _____ election upon award. Failure to so execute at the request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: 0
(Must agree with total addenda issued prior to opening of bids)

Respectfully submitted,

DATE: 3/27/2024

Phillips Contracting Co., Inc.
Contractor

BY: [Signature]

TITLE: President

ADDRESS: P.O. Box 7530

CITY: Columbus, MS 39705

PHONE: 662-328-6250

FAX: 662-329-3291

EMAIL: allen@phillipscontracting.com

SECTION 905 PROPOSAL (Bid Sheet No. 2-1)
 PROJECT NO. STP-0430-00(046)LPA/109150-701000
 CITY OF TUPELO
 LEE COUNTY, MISSISSIPPI
 PROJECT DESCRIPTION: WARD 7 LAWNSDALE ELEMENTARY SIDEWALKS

I (We) agree to complete the entire project within the specified contract time.

SPECIAL NOTICE TO BIDDERS
 BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED
 BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED

ITEM NO.	PAY ITEM NO.	DESCRIPTION	PLAN QNTY	UNIT	UNIT PRICE	ITEM TOTAL
10	201-A001	Clearing and Grubbing	1	LS	*****	19,500.00
20	202-B004	Removal of Asphalt Driveways, All Depths	20	SY	40.00	800.00
30	202-B080	Removal of Concrete Sidewalk	10	SY	40.00	400.00
40	202-B088	Removal of Curb & Gutter, All Types	68	LF	40.00	2,720.00
50	202-B191	Removal of Pipe, 8" And Above	1	LF	500.00	500.00
60	203-A002	Unclassified Excavation, LVM, AH	50	CY	32.50	1,625.00
70	203-EX041	Borrow Excavation, AH, LVM, Class B9-6	523	CY	35.00	18,305.00
80	203-G002	Excess Excavation, LVM, AH	115	CY	32.50	3,737.50
90	216-A001	Solid Sodding	2,255	SY	8.00	18,040.00
100	219-A001	Watering	10	KGAL	\$ 20.00	\$ 200.00
110	907-234-A001	Temporary Silt Fence	1,200	LF	4.00	4,800.00
120	235-A001	Temporary Erosion Checks	20	EA	10.00	200.00
130	237-A001	Wattles, 12"	100	LF	10.00	1,000.00
140	503-C010	Saw Cut, Full Depth	70	LF	25.00	1,750.00
150	601-B001	Class "B" Structural Concrete, Minor Structures	5	CY	4,450.00	22,250.00
160	602-A001	Reinforcing Steel	42	LBS	10.00	420.00
170	603-CA003	15" Reinforced Concrete Pipe, Class III	96	LF	101.00	9,696.00
180	603-CA011	18" Reinforced Concrete Pipe, Class III	8	LF	202.00	1,616.00
190	603-CB002	15" Reinforced Concrete End Section	2	EA	1,500.00	3,000.00
200	603-CB003	18" Reinforced Concrete End Section	1	EA	2,000.00	2,000.00
210	604-B001	Gratings	150	LBS	10.00	1,500.00
220	608-B001	Concrete Sidewalk, With Reinforcement	672	SY	97.80	65,721.60
230	907-608-C001	Detectable Warning Panels	120	SF	40.00	4,800.00
240	609-B002	Concrete Curb, Header	45	LF	80.00	3,600.00
250	613-D009	Adjustment of Utility Appurtenance	4	EA	1,000.00	4,000.00
260	614-B001	Concrete Driveway, With Reinforcement	35	SY	135.00	4,725.00
270	618-A001	Maintenance of Traffic	1	LS	*****	10,000.00
280	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet	160	SF	35.50	5,680.00
290	619-D3001	Remove and Reset Signs, All Sizes	6	EA	600.00	3,600.00
300	620-A001	Mobilization	1	LS	*****	10,000.00
310	626-H004	Thermoplastic Legend, White	344	SF	18.00	6,192.00
320	630-C002	Steel U-Section Posts, 2.0 lb/ft	200	LF	12.00	2,400.00
330	699-A001	Roadway Construction Stakes	1	LS	*****	10,000.00
340	L00061 - 202-B501	Removal of Headwall	3	EA	1,000.00	3,000.00
Total Cost						247,778.10

SECTION 905 PROPOSAL (Bid Sheet No. 2-2)
PROJECT NO. STP-0430-00(046)LPA/109150-701000
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI
PROJECT DESCRIPTION: WARD 7 LAWNSDALE ELEMENTARY SIDEWALKS

I (We) agree to complete the entire project within the specified contract time.

SPECIAL NOTICE TO BIDDERS

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT

- 1. I/We agree that no less than 17% percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
- 2. Classification of Bidder: Small Business (DBE) _____ Small Business (WBE) _____
- 3. A joint venture with a Small Business (DBE/WBE): YES _____

SIGNATURE STATEMENT

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN HEREIN CONSTITUTE THEIR OFFICIAL BID.

 
BIDDER'S SIGNATURE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

Phillips Contracting Co., Inc.
P.O. Box 7530 Columbus, MS 39705
as Principal, hereinafter called the Principal, and
Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Tupelo
71 East Troy Street Tupelo, MS 38804
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

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

WHEREAS, the Principal has submitted a bid for

WARD 7 LAWNSDALE ELEMENTARY SIDEWALKS", Bid No. 2024-009PW, for a total project length of approximately 0.25 miles, known as Federal Aid Project No. STP-0430-00(046)LPA/ 109150-701000.

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this 27th day of March A.D. 2024

Phillips Contracting Co., Inc.

(Principal) (Seal)

[Signature]
(Witness)

By: [Signature] President
(Title)

Fidelity and Deposit Company of Maryland

(Surety)

[Signature] [Signature]
Braxton Brumfield (Witness)

By: [Signature]
Peggy L. Jackson (Attorney-in-Fact)



Fisher Brown Bottrell Insurance, Inc.
Mississippi Resident Agent

Obligee: City of Tupelo

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Peggy L. Jackson**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2026



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of March, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

WARD 7 LAWNSDALE SIDEWALK IMPROVEMENTS

2024-009PW

BID #

Name	CR	BID BOND	Signed	TOTAL BID
PHILLIPS	00229-MC	FIDELITY	PRES	\$ 247,778.10
DUNCAN	16029-MC	WESTERN	PRES	\$ 219,316.00

Minute Entry Sign Up Sheet

Date: 3/27/2024

Time: 10:00

Bid # 2024-009PW

Department: PW

Project: WARD 7 LAWNSDALE SIDEWALK IMPROVEMENTS

Attendance	Company
Ben Loran	COT
Randle Boyd	JM DUNCAN
DENNIS BONDS	CITY OF TUPELO
DUSTIN DAVIS	DAVIS CORP
Tyler Cropper	Dubbs Corp
Jeffrey Wager	MDCT
Allen Tetum	Phillips
Trac Dillard	COT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, City Engineer
DATE: March 27, 2024
SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES FEBRUARY 12, 2024 **DRB**

Request: DRB

See attached minutes from the February 12, 2024 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes

Date: 02/12/2024 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:24 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Terry Bullard Greg Pirkle Bill Cleveland Dan Rupert Ted Roach (Zoom) Ernie Joyner
Charlotte Loden Danny Riley Raphael Henry(Zoom) David Rumbargur

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Robin Haire CW Jackson Jon Milstead George Jones Stuart Johnson Drew Robertson

OTHERS PRESENT:

Dennis Bonds Brent Spears Caleb McCluskey Johnny Timmons John White
Janet Gaston Tanner Newman Kim Hannah Don Lewis Robert Traylor

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the January 8, 2024 Major Thoroughfare Program regular meeting. Ernie Joyner made a motion to accept the minutes. Dan Rupert seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Kim Hannah reviewed the Major Thoroughfare Phase VII Budget Report for the month ending January 31, 2023. Beginning Cash Balance was \$4,213,445. Total Revenue from Interest Earned was \$1,468,247. Total Expenditures for January was \$612,139. Payments included \$8,945 for Personnel Cost, \$110,536 for Maintenance Cost, \$386,958 for Eason – Veterans to Briar Ridge, and \$105,700 for Veterans (Hamm St to Oakview). Ending Cash Balance for Phase VII is \$5,069,552.

Current Projects

Dennis Bonds reviewed updates on the current projects

- Maintenance Work
 - 2024 MTP M&O List.
- Jackson Street (Madison to Front)
 - Underground Utility bids were opened January 18th. See letter of recommendation from Allen and Hoshall.

Open Discussion

Dennis Bonds discussed the Jackson Street project (Madison to Front). He stated that the bids had been opened for the underground utilities on January 18th. The bid was \$5,455,103.70 for Reinhold Electric Inc., which was less than the Allen and Hoshall estimate. Allen and Hoshall sent a letter making the recommendation to award the bid.

Dan Rupert made a motion to proceed with the underground utilities on Jackson.

Bill Cleveland seconded the motion. The motion was approved unanimously.

Dennis Bonds said that he talked with Jon Milstead and Shane Homan of CDF, regarding the access road between North Gloster Street and Barnes Crossing Extended. They both agreed that the alignment presented by John White at the January MTP meeting was the best way to maximize development.

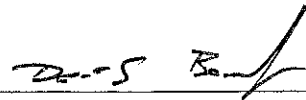
Charlotte Loden made a motion for this to be the next MTP project. (Getting survey for the layout of the road).

Terry Bullard seconded the motion. The motion was approved unanimously.

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



Chairman Greg Pirkle



Recorded by Brent Spears

Submitted by Dennis Bonds



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director of Parks and Recreation

DATE: March 25, 2024

SUBJECT: IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUNDS TO THE CITY OF TUPELO AF

Request:

The Tupelo Sports Council would like to donate \$4,885 for synthetic turf material for the baseball complex. These funds need to be placed into account 076-575005.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned
DATE: March 25, 2024
SUBJECT: IN THE MATTER OF SURPLUS FIXED ASSET ITEMS FOR AUCTION
MAY 2024 AF

Request:

We are asking the Mayor and City Council to please remove the following items off the fixed assets due these items being auctioned off.

2001 Dodge Ram P/U	1B75C16Y71S182038	Asset # 10761
RCA TV/VCR	750615107	Asset #11576

CITY OF TUPELO

DATE: 03/12/2024

AUCTION/SURPLUS FORM

RECEIVED BY:

DEPARTMENT: Parks and Recreation

ACCOUNTING USE ONLY								
ITEM NO.	STORED LOCATION	SALVAGE VALUE	AUCTION/SURPLUS ITEM	ITEM QUANTITY	SERIAL NO.	PROPERTY TAG NO.	COST (\$\$)	Asset #
	Auction							
1	Parks and Rec/Joyner Shop		2001 Dodge Ram P/U	1	1B7HC16Y71S182038	10761	\$14,750.00	G06033
1	Parks and Rec Office		RCA TV/VCR	1	750615107	11576	\$329.96	G04538



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE: November 9, 2022
SUBJECT: IN THE MATTER OF APPROVAL OF TPRD ADVISORY BOARD MINUTES FOR NOVEMBER 2023 AF

Request:

Attached are the Tupelo Parks and Recreation Advisory Board minutes.



**Parks Advisory Board and Sports Council Meeting,
Thursday, November 16, 2023**

Advisory Members Present

Robin Faucette, Ward 1
Mike Maynard, Ward 2
Boyce Grayson, Ward 3
Davey Cole, Ward 5
Cheryl Dexter, Ward 6
Mattie Mabry, Ward 7
Jim Ingram, President TSC

Advisory Members Absent

Vacant, Ward 3
Chad Mims, City Council Representative

Staff Present

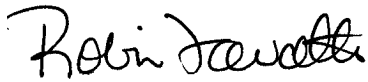
Alex Farned, Director
Melonie Kight, Director of Marketing
Shanta Jones, Program Director
Chris Edmondson, Sports Director
Laura Kramer, Sports Director
Ben Haas, Sports Director
Janet Gaston, City Council Representative

Staff Absent

Deana Carlock, Office Manager
Leigh Ann Mattox, Recreation Manager
Amy Kennedy, Aquatic Director
Leesha Faulkner, Oren Dunn City Museum Curator

1. Robin Faucette called the meeting to order and welcomed the newest staff member, Melonie Kight.
2. Davey Cole made the motion to approve the agenda with Mattie Mabry making the second. Motion passed unanimously.
3. Mike Maynard made the motion to accept the minutes with Davey Cole making the second. Motion passed Unanimously.
4. No treasurers report given.
5. Tupelo Sports Council Reports:
 - a. Tupelo Youth Soccer Association – Report received.
 - b. Tupelo Youth Baseball Associatio – Report received.
 - c. Tupelo Youth Softball Association – Report received.
 - d. Friend of the Park – Report received.
 - e. Tupelo Basketball Association – Report received.
 - f. Tupelo Aquatic Club – Report received.
 - g. Veterans Council – Report received.
6. The Board was updated on the Spring Sports for 2024
7. The Board was updated on the activites planned for the 10th Anniversary of the Tupelo Aquatic Center
8. The Board was updated on the Annual Calendar of Events for 2024.

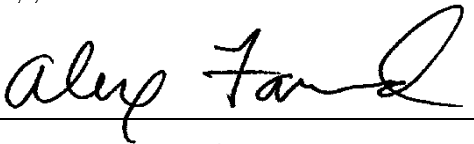
- 9. The Board was updated on the campital projects including Pickleball Courts, Paving of the 3 Plex lot and addition of lights, and the two phases for the new playground.
- 10. The Board was informed that Leesha Faulkner, Curator for the Oren Dunn City Museum will be retiring at the end of 2023.
- 11. The Board was given the Economic Impact Report from information received from Tupelo CVB.
- 12. Jim Ingram made the motion to adjourn with Janet Gaston secong. Motion passed unanimously.



Robin Faucette – Chairman of Tupelo Parks Advisory Board



Jim Ingram –President of Tupelo Sports Council



Alex Farned – Director of Tupelo Parks and Recreation



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE: February 23, 2022
SUBJECT: IN THE MATTER OF BID FOR GUMTREE AND HANCOCK PARK
PAVILION ADDITIONS BID #2024-006PR AF

Request:

Please review and approve the lowest and best bid from M & N Construction Company, LLC for the Gumtree and Hancock Park Pavilion Additions for \$1,225,800.00.

Attached to this request are the following;

- Letter of Recommendation from Sloan Landscape Architecture
- Copy of Bid
- Bid Tab Sheet



March 28th, 2024

Alex Farned, Director of Parks and Recreation Department
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

**RE: City of Tupelo, Department of Parks and Recreation –
Hancock Park and Gumtree Park Pavilion Additions**

Dear Mr. Farned:

Bids were received March 7th, 2024, on the above-noted project. The apparent low bidder for this project is M & N Construction, LLC with a Base Bid of \$1,225,800.00, The original bid has been value engineered to deduct at Total of \$59,000.00 making the Total Bid amount \$1,166,800.00.

After discussions with yourself and key representatives from the low bidder, it is my recommendation to accept the Base Bid from M & N Construction, LLC based upon their submitted proposal for the **Total Bid minus value engineering amount of \$1,166,800.00.**

If you have any questions or concerns, please feel free to give me a call at (662) 432-4146.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shipman Sloan', written in a cursive style.

Shipman Sloan, PLA

pc: Don Lewis, COO; Traci Dillard, Finance; Missy Shelton, Council Clerk
File PN: 23074.00, CBN: 2024-006PR

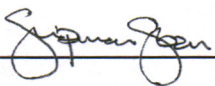
PN: 23074.00
 CBN: 2024-006PR

City of Tupelo, MS- Department of Parks and Recreation
 Hancock Park Gumtree Park Pavilion Additions

Opening Date: 03/07/2024
 Opening Time: 10:00 a.m.

Contractor:	Cary Construction	Esquire Construction Services	M & N Construction, LLC	Phillips Contracting Co. Inc.	Roberts Builders
Certificate of Responsibility			22119-MC		
Surety Company			The Gray Casualty & Surety Company		
Addendum Acknowledged			Yes		
Base Bid:			\$1,225,800.00		

Contractor:					
Certificate of Responsibility					
Surety Company					
Addendum Acknowledged					
Base Bid:					

Certified Correct By: 



P. N. 23074.00
C.B.N 2024-006PR

Sloan Landscape Architecture, LLC

02/01/2024

SECTION 00 42 00 PROPOSAL FORM
(Submit in Duplicate)

Bidder's Name: M & N Construction LLC

Address: 499 Gloster Creek Vlg. Ste. F-9

Tupelo, MS 38801

Date: 3/7/2024

Project Owner: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Project Name: Gumtree Park & Hancock Park Pavilion Additions

Having carefully examined the Contract Documents and all addenda for the referenced Project, as well as the premises and conditions affecting the work, I, the undersigned, propose to furnish all labor, materials, and services required by the Contract Documents in accordance with the conditions of said Contract Documents for the sums set forth below:

Base Bid: One Million Two Hundred Twenty-Five Thousand Eight Hundred dollars
(\$1,225,800⁰⁰).

I (We) agree to hold our bid open for acceptance for **Sixty (60) calendar days** from the date of bid opening.

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **One Hundred and Sixty (160) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, M & N Construction LLC (insert company name) is certifying that neither M & N Construction LLC (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

The attached Non-Collusive Form must also be completed, notarized and included when submitting this Proposal. Any requested information not submitted may cause Proposal to be rejected.

Liquidated Damages:

For each calendar day thereafter that substantial completion of the contract is delayed, liquidated damages will be assessed as follows; **\$500.00 per calendar day. NO EXTENSIONS WILL BE ALLOWED**

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall

P. N. 23074.00
C.B.N 2024-006PR

Sloan Landscape Architecture, LLC

02/01/2024

become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

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

Addendum No.: 1 Dated: 2/15/2024

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

List of Suppliers and Sub-Contractors:

The low Bidder shall identify on the attached form within seven (7) days after bid receipt the names of the subcontractors and suppliers used by the Bidder in his bid for each subcontractor and supplier whose bid exceeds \$50,000.00.

Bidder acknowledges that his failure to indicate the name(s) of the subcontractors and suppliers included in his lump sum price within seven (7) days after bid receipt may result in the rejection of the Bidder's bid as nonresponsive and that Bidder's listing of itself as a subcontractor or supplier for any of the classifications or categories listed below means that Bidder will furnish the product from its manufacturing inventory or perform such work with its own regularly employed personnel and that Bidder has satisfactory qualifications and prior experience performing such work with its regularly employed personnel or manufacturing and furnishing such product from its manufacturing inventory. Bidder further acknowledges that he assumes the risk of removing and replacing work performed and/or products furnished by unauthorized substitutions of listed subcontractors and suppliers who will be rejected in accordance with Section 00 22 13, Paragraph 5.2.5:

P. N. 23074.00
C.B.N 2024-006PR

Sloan Landscape Architecture, LLC

02/01/2024

(complete if a corporation)

Our Corporation is chartered under the laws of the State of MS, and the names, titles and business addresses of the principal officers are as follows (non- residents Bidders see Section 00 21 13, Paragraph 1.5):

Name	Address (City, State Zip)	Title
Jonathan Nichols	499 Gloster Creek Vlg. Ste. F-9 , Tupelo, MS 38801	CEO

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

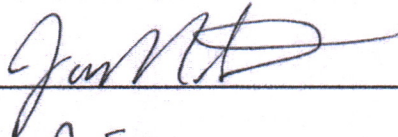
Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: M & N Construction LLC

Address: 499 Gloster Creek Vlg. Ste. F-9 , Tupelo, MS 38801

Email Address: nic@mnconst.com **Fax Number:** N/A

Signed: 
Title: CEO

Certificate of Responsibility Number: 22119-MC

P. N. 23074.00
C.B.N 2024-006PR

Sloan Landscape Architecture, LLC

02/01/2024

AFFIDAVIT

(Prime Bidder shall include this form, completed, with his bid)

State of: MS

County of: Lee

_____, being first duly sworn, deposes and says:

That he or she is Jonathan Nichols the party making the (a partner or officer of the firm of, etc.) foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Tupelo or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of: _____

Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

[Signature]

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 7th day of March, 2024

[Signature]

My commission expires Oct 6th 2025



City of Tupelo, Department of Parks and Recreation
Hancock Park Gumtree Park Pavilion Additions- Construction Estimate

BASE BID					
Description	Quantity	Unit	Rate	Total Cost	Group Cost
General					\$25,000.00
mobilization	1	lump sum	\$25,000.00	\$25,000.00	
Demolition					\$64,250.00
clear & grub	25,000	square feet	\$0.25	\$6,250.00	
structural demolition	1,200	square feet	\$40.00	\$48,000.00	
pavement removal	2,000	square feet	\$2.50	\$5,000.00	
pavement sawcut/select demolition	1	lump sum	\$5,000.00	\$5,000.00	
Earthwork					\$19,250.00
erosion control measures	250	linear feet	\$7.50	\$1,875.00	
temporary construction fence	1,000	linear feet	\$5.00	\$5,000.00	
cut soil: remove 12" of existing soil (6,000 sq. ft.)	225	cubic yard	\$15.00	\$3,375.00	
import soil: 12" select fill	225	cubic yard	\$40.00	\$9,000.00	
Site Improvements					\$956,625.00
gumtree restroom/pavilion materials	1	lump sum	\$425,000.00	\$425,000.00	
hancock restroom/pavillon	1	lump sum	\$250,000.00	\$250,000.00	
basketball shade structure	1	lump sum	\$175,000.00	\$175,000.00	
basketball court resurfacing	1	lump sum	\$40,000.00	\$40,000.00	
basketball goals	3	each	\$5,000.00	\$15,000.00	
light duty concrete	2,000	square feet	\$8.00	\$16,000.00	
utilities	1	lump sum	\$30,000.00	\$30,000.00	
bermuda grass sod	7,500	square feet	\$0.75	\$5,625.00	
				Sub-Total:	\$1,065,125.00
design/cost plan contingency			10%	\$106,512.50	\$1,171,637.50
Total Construction Cost (Base Bid):					\$1,171,637.50

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE M & N Construction, LLC
499 South Gloster, Ste. F9, Tupelo, MS 38801

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

a corporation duly organized under the laws of the State of LA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo - Department of Parks and Recreation
71 East Troy Street, Tupelo, MS 38804

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

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

WHEREAS, the Principal has submitted a bid for Demolition of existing pavilions and building new pavilions. Job No.
23074.00 Tupelo, MS

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

Signed and sealed this 7th day of March, 2024

[Signature]
(Witness)

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

[Signature]
(Witness)



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

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: M & N Construction, LLC
Obligee: City of Tupelo - Department of Parks and Recreation

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



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

Leigh Anne Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 7th day of March, 2024.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 7th day of March, 2024.

Leigh Anne Henican



Minute Entry Sign Up Sheet

Date: 3/7/2024

Time: 10:00

Bid # 2024-006PW

Department: PR

Project: Hancock Park & Gumtree Park Pavilion Additions

Attendance

Company

Evan Cartwright

M+N Construction

Ben Logan

City of Tupelo

[Signature]
[Signature]
Trac Dillan

SLA
COT
COT

PN: 23074.00
 CBN: 2024-006PR

City of Tupelo, MS- Department of Parks and Recreation
 Hancock Park Gumtree Park Pavilion Additions

Opening Date: 0
 Opening Time: 10:00 am

Item # 16.

Contractor:	Cary Construction	Esquire Construction Services	M & N Construction, LLC	Phillips Contracting Co. Inc.	Roberts Builders
Certificate of Responsibility			2019-MC		
Surety Company			Gray American		
Addendum Acknowledged			X		
Base Bid:			1,225,800.		

CEO

Contractor:					
Certificate of Responsibility					
Surety Company					
Addendum Acknowledged					
Base Bid:					

Certified Correct By: _____





AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Cadence Bank Arena

DATE: March 20, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF FEBRUARY 26, 2024 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF FEBRUARY 26, 2024



CADENCE BANK
Arena & Conference Center

Tupelo Coliseum Commission
Regular Meeting Minutes
February 26, 2024

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, February 26, 2024 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden
Vice Chair- Stephanie Coomer
Commissioner-Yvette Crump
Commissioner- Romanda Ofosu-Darkwah
Commissioner- Darrell Marcle
Commissioner- Mike Armour

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick –Executive Director -Cadence Bank Arena and Conference Center
Kim Hanna- CFO
Rosiland Barr- Assistant CFO
Chad Mims – City Council

Chair Jason Hayden called the meeting to order at 3:00 p.m.

Approval of minutes from January 22, 2024 was discussed. Commissioner Darrell Marcle made a motion to approve the minutes as written, seconded by Commissioner Mike Armour. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

Director's Report

Kevan began his report by updating us on his Pollstar Conference in Los Angeles, Ca. He picked up several "hold" dates for the 4th quarter and 1st quarter of 2025.

Kevan gave us an update on our past events. We had MS Natural Gas from 01/23-25, Katt Williams on 01/26 with the highest grossing sales since before the pandemic, Deep South Cheer 01/27-28, Golden Triangle Rodeo on 02/03, Charity Ball 02/09, King City Classic 02/16-18, Victory Cheer 02/23-24 and 36 meeting events.

Kevan also updated us on our upcoming events. We have Winter Jam on 02/29, Long Distributing Food Show 03/05, Monster Jam 03/09-10, We Are Messengers 03/14 and 20 meeting events.



CADENCE BANK
Arena & Conference Center

Old Business:

Kevan gave us an update on the West Parking Lot project, it will go out for bid soon and be completed in the late summer.

New Business

Igloo Sole Source purchase letter was discussed to approve for our margarita machines. Commissioner Yvette Crump made a motion to approve, seconded by Commissioner Mike Armour. All commissioners voted aye; the motion passed.

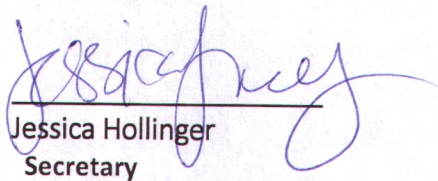
Daikin AC maintenance agreement was discussed to use for our Conference Center AC units. Vice Chair- Stephanie Coomer made a motion to approve, seconded by Commissioner Yvette Crump. All commissioners voted aye; the motion passed.

Check Approval:

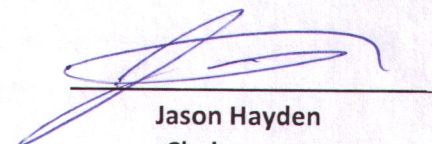
Commissioner Yvette Crump made a motion to approve the checks from January, seconded by Commissioner Mike Armour. All commissioners voted aye; the motion passed.

Adjournment:

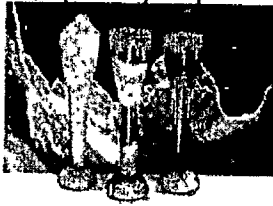
Chair Jason Hayden adjourned the meeting at approximately 3:25 p.m.



Jessica Hollinger
Secretary



Jason Hayden
Chair



Igloo's
FROZEN DRINKS

THE PERFECT CHOICE FOR ALL YOUR FROZEN BEVERAGE NEEDS
SINCE 1983

RE: Sole Source letter

February 21, 2024

To Whom It May Concern:

Igloo's Frozen Drinks is the sole source provider of Igloo's high volume equipment, Igloo's Vita-Mix machines & associated Igloo's flavor for said machines. Only Igloo's flavor can be used in Igloo's machines. Any other flavor found to be used in Igloo's machines will result in immediate removal of Igloo's equipment.

Orders for Igloo's flavor can be made by e-mail to orders@igloos.com or via phone to 817-306-1400.

Thank you for your business,

Marla Webb
Igloo's Frozen Drinks
marlaw@igloos.com



Authorized Service Provider

Assured Maintenance Agreement

Customer Name **CADENCE BANK ARENA & CONFERENCE CENTER**

(Hereinafter referred to as "Customer")

Address **375 EAST MAIN STREET**

City **TUPELO** State **MS** Zip **38804**

Locations(s) **TUPELO, MS**

Scope of Service

In consideration of their mutual agreement, Ewing/Kessler, Inc. (hereinafter also referred to as "Daikin Authorized Service Provider") and Customer agree that the following services and type of coverage for the above location(s) for the equipment listed on the attached Equipment Schedule (hereinafter referred to as "Equipment") will be provided in accordance with the Terms and Conditions, Assured Maintenance Agreement Equipment Schedule and Assured Maintenance Agreement Plans and Service Programs included herein.

I. Type of Plan

- Inspection
- Comprehensive Maintenance

IIa. System Components Covered

- VRV Systems
- Air Conditioning
- Process Cooling
- Temperature Controls
- Electrical Equipment

IIb. Service Options Included

- Water Treatment
- Air Filters
- Refrigeration
- Digital Systems
- Refrigerant Coverage
- Predictive Maintenance
- D-Net Performance Services

Emergency Service Response

This Agreement includes emergency service response as checked below:

- 24 hours per day, 7 days per week including holidays.
- 24 hours per day, 5 days per week (Monday - Friday).
- During normal working hours on McQuay International scheduled business days.
- Not included in this Agreement but available on a time and material basis.



Authorized Service Provider

Assured Maintenance Agreement Inspection Plan

Customer Name **CADENCE BANK ARENA & CONFERENCE
CENTER**

Inspections

During normal working hours Daikin Authorized Service Provider shall provide 1 ANNUAL AND
1 INSPECTION per year, unless otherwise noted, for the Equipment.

1. **Daikin Authorized Service Provider agrees to:**
 - a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Assured Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
 - b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
 - c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.
2. **Customer agrees to:**
 - a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Authorized Service Provider in conjunction with the performance of this Agreement.
 - b) Allow Daikin Authorized Service Provider to start and stop the Equipment in order to perform services specified in this Agreement.
 - c) Operate the Equipment in accordance with Daikin Authorized Service Provider instruction and to notify Daikin Authorized Service Provider promptly of any change in the usual operating conditions.
 - d) Provide reasonable means of access to the Equipment and building.
 - e) Employ only Daikin Authorized Service Provider personnel or persons authorized by Daikin Authorized Service Provider to perform all work on the Equipment, except for operation of same.
3. **It is understood that, except to the extent otherwise provided in the Assured Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:**
 - a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
 - b) The maintenance of space conditions or system performance.
 - c) The changing or cleaning of air filters.
 - d) Piping or ductwork.
 - e) Damage due to freezing weather.
 - f) Water treatment.
 - g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
 - h) Disconnect switches, fuses and circuit breakers.
 - i) Portable recorders
 - j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
 - k) Boiler shell, tubes, and refractory material.
 - l) Replacement of complete unit.
 - m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Exceptions and additions: _____



Assured Maintenance Agreement Equipment Schedule

Customer Name **CADENCE BANK ARENA & CONFERENCE CENTER**

Equipment	Size	Qty	Manufacturer	Model/Serial No.	Program	Frequency
PACKAGE UNIT	VARIOUS	11	DAIKIN + OTHERS		INSP	1 ANNUAL 1 OPER.



Authorized Service Provider

Customer Name **CADENCE BANK ARENA & CONFERENCE CENTER**

Contract pricing:

Year 1 Price **\$8,724.00**
Year 2 Price **\$8,984.00**
Year 3 Price **\$9,253.00**

Duration

This Agreement shall remain in effect for an initial term of 3 year(s) beginning April 1, 2024 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this Agreement.

Price and Payment Terms

1. Daikin Authorized Service Provider will provide services pursuant to this Assured Maintenance Agreement for the sum of **\$8,724.00** per annum.
2. Payment will be in advance as follows: on the first day of the Effective Date of each quarter this Agreement, Daikin Authorized Service Provider will provide Customer with an invoice in the amount of **\$2,181.00**



Authorized Service Provider

Amendments

Includes the following services: (1) Annual and (1) operational inspection.

Annual Spring Inspection:

- Wash the condenser coils.
- Replace the blower belts if applicable.
- Check refrigerant pressures.
- Checked electrical connections for hot spots.
- Check contactors for wear.
- Wash out drain lines.
- Verify condenser fan operations.
- Check compressor operations.
- Check overall unit condition.
- Report any deficiencies to the customer.

Operational Summer Inspection

- Wash condenser coils if needed.
- Check blower belts for wear.
- Check refrigerant pressures.
- Verify condenser fan operations.
- Check compressor operations.
- Check overall unit condition.

The Terms and Conditions set forth on the reverse side of this signature page from an integral part of this Agreement and are expressly incorporated herein.

Submitted by Chad Lowry
Daikin Authorized Service Provider
Service Sales Representative

Date 2/21/2024

Accepted:

(Full legal name of Customer)

Approved:
Ewing/Kessler, Inc.

Signature

Signature

Title

Title

Date _____

Date _____

Service location: Daikin Authorized Service Provider – (Memphis)

Address: 1631 Century Center Parkway, Suite 105
Memphis, TN 38134
Phone: (901) 849-0742



Authorized Service Provider

Terms & Conditions

1. This writing is an offer by Ewing/Kessler to sell the services described in the agreement and related documentation to Customer, and is made solely on the terms and conditions hereof, notwithstanding and additional or conflicting terms and conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Ewing/Kessler. Customer acknowledges and agrees that any purchase order issued by Customer in conjunction with this agreement will only establish payment authority for Customer's internal accounting purposes. Any such purchase order will not be considered by Ewing/Kessler to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Ewing/Kessler.
2. Ewing/Kessler will provide the above-described services for that sum and in accordance with the payment terms herein and those set forth in the agreement and related documentation. Ewing/Kessler reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. Customer agrees to pay all costs of collection incurred by Ewing/Kessler including, but not limited to, collection agency fees, attorneys' fees and court costs. Additional services may be performed upon request at a price to be determined, subject to this agreement.
3. In the event that Ewing/Kessler determines, during the first 30 days of this agreement or upon seasonal startup that any equipment covered under this agreement is in need of repair and/or replacement, Ewing/Kessler shall inform Customer of the equipment condition and remedy. Ewing/Kessler shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to a condition acceptable to Ewing/Kessler or Customer removes the unacceptable system(s), component(s), or part(s) from this agreement.
4. The price is subject to adjust once each calendar year, effective on the anniversary date, for changes in labor and material costs. Customer shall receive forty-five (45) days prior written notice of such adjustments.
5. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Ewing/Kessler may stop all work under this agreement or terminate this agreement as provided in the next paragraph and remove any equipment it installed.
6. This agreement may be terminated (i) by either party upon the anniversary date hereof, provided however, that written notice of such termination must be received by the non-terminating party at least (30) days prior to the anniversary date, (ii) by Ewing/Kessler upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this or any other agreement between Customer and Ewing/Kessler are not paid when due, or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Ewing/Kessler's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If this agreement is terminated for any reason, other than a breach by Ewing/Kessler, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of this agreement, or an amount equal to time and materials expended for the year, whichever is less.
7. Customer shall pay Ewing/Kessler, in addition to the price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other national, state or local government, which Ewing/Kessler is required to pay in connection with the services or materials furnished hereunder.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule regulation or ordinance (collectively "Government Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the subject to this agreement be used, shall be borne solely by Customer. In this regard, Ewing/Kessler shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Ewing/Kessler any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims & liabilities associated with or incurred in connection with any hazardous materials, waste materials, or substances, including but not limited to waste oils and asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials, waste materials or substances shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials, waste materials, and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Ewing/Kessler and its officers, agents, and employees, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos and waste oils, in connection with the services performed hereunder. Ewing/Kessler shall have the right to suspend its work at no penalty to Ewing/Kessler until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
11. Ewing/Kessler reserves the right to engage others in a subcontractor status to perform the work hereunder.
12. Customer agrees to provide Ewing/Kessler personnel with required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customers agree to ensure that sufficient service access space is provided. Ewing/Kessler shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, obsolescence, electrical power failures, low voltage, or other deficiencies beyond the control of Ewing/Kessler.
13. This agreement does not include responsibility for design of the system, obsolescence, electrical-power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including Customer), negligent treatment or use of the system by others (including Customer), failure of Customer to properly operate the system(s), or other causes beyond the control of Ewing/Kessler.
14. In the event that Ewing/Kessler is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Ewing/Kessler's control, Customer shall pay Ewing/Kessler rates for performing such services.
15. Ewing/Kessler shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of a delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment to be provided pursuant to this offer become temporarily or permanently unavailable for reasons beyond the control of Ewing/Kessler, Ewing/Kessler shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
16. EWING/KESSLER SHALL NOT IN ANY EVENT BE LIABLE TO CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ANY DELAY, ACT, ERROR OR OMISSION OF EWING/KESSLER FROM CUSTOMER UNDER THIS AGREEMENT.
17. Ewing/Kessler extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EWING/KESSLER HEREBY SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE.
18. Each party agrees that it is responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of its employees or employees of its subcontractors. If any party's employees or those of its subcontractor's cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses which arise. Each party agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses, and expenses is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
19. This agreement shall be binding upon and incurred to the benefit of each party's respective succession, assigns, and affiliates. This agreement is governed by and construed in accordance with the laws of the State of Tennessee.
20. Should Ewing/Kessler be required to bring legal action against customer, or should customer bring legal action against Ewing/Kessler, and Ewing/Kessler prevails in the action, customer agrees to pay the costs of the action including, but not limited to, attorney's fees and expenses.
21. This document shall be construed without regard to any presumption or other rule requiring construction against the part that caused this Contract to be drafted.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE: March 27, 2024
SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEMS JT

Request:

I respectfully request your approval to surplus the following item:

Description

- 1995 555D Ford Backhoe (Unit T-7), S/N A431357

After declaration as surplus, this backhoe will be sold thru the city auction in May 2024.

Thank you for your cooperation.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben M. Logan, City Attorney

DATE March 27, 2024

SUBJECT: RESOLUTION DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN, TUPELO COMMONS PROJECT, TUPELO, MISSISSIPPI, FEBRUARY 2004 OF THE CITY (THE “2004 TIF PLAN”), AS AMENDED AND RESTATED BY THE TAX INCREMENT FINANCING PLAN, TUPELO COMMONS PROJECT, TUPELO, MISSISSIPPI, FEBRUARY 2004, AS AMENDED AND RESTATED APRIL 2024 (THE “AMENDED AND RESTATED TIF PLAN”) PROPOSES A PROJECT THAT IS ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; AUTHORIZING AND APPROVING THE AMENDED AND RESTATED TIF PLAN FOR THE PURPOSES AS PROVIDED HEREIN; AUTHORIZING AND APPROVING THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE AMENDED AND RESTATED TIF PLAN; AND FOR RELATED PURPOSES.

Request:

The 2004 Tupelo Commons TIF project is set to expire on May 1, 2024 when the final payment on the Series 2009 TIF bonds are paid. The developer intends to perform additional work on the public improvements within the TIF district before dedicating them to the city. Amendment and Restatement of the TIF plan is necessary to accomplish these objectives.

A public hearing is required also and will be noticed for a date, time and place in accordance with the attached notice. This resolution authorizes and approves the notice and conduct of such public hearing.

THERE CAME on for consideration by the Mayor and the City Council (the “**Governing Body**”) of the City of Tupelo, Mississippi (the “**City**”), the matter of amending and restating the *Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004*, of the City adopted and approved on February 3, 2004 (the “**2004 TIF Plan**”), and a resolution regarding such amended and restated 2004 TIF Plan titled the “*Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004, as Amended and Restated April 2024*”. After a full consideration of the matter, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; DETERMINING THAT THE TAX INCREMENT FINANCING PLAN, TUPELO COMMONS PROJECT, TUPELO, MISSISSIPPI, FEBRUARY 2004 OF THE CITY (THE “2004 TIF PLAN”), AS AMENDED AND RESTATED BY THE TAX INCREMENT FINANCING PLAN, TUPELO COMMONS PROJECT, TUPELO, MISSISSIPPI, FEBRUARY 2004, AS AMENDED AND RESTATED APRIL 2024 (THE “AMENDED AND RESTATED TIF PLAN”) PROPOSES A PROJECT THAT IS ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE; AUTHORIZING AND APPROVING THE AMENDED AND RESTATED TIF PLAN FOR THE PURPOSES AS PROVIDED HEREIN; AUTHORIZING AND APPROVING THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE AMENDED AND RESTATED TIF PLAN; AND FOR RELATED PURPOSES.

WHEREAS, Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the “**TIF Act**”), authorizes municipalities and counties in the State of Mississippi to undertake and carry out development and redevelopment projects as defined therein with the use of tax increment financing as set forth in detail in the TIF Act and also to carry out such projects jointly with other local governmental units, including foreign governmental units from other states, pursuant to Sections 57-64-1 *et seq.*, Mississippi Code of 1972, as amended (the “**REDA Act**”), if applicable; and

WHEREAS, in accordance with the TIF Act, the Governing Body of the City has previously conducted a public hearing on and approved and adopted the *Tax Increment Financing Redevelopment Plan, Tupelo, Mississippi 1989, as amended and restated, November 1996, and as may be amended from time to time* (the “**Redevelopment Plan**”), which Redevelopment Plan constitutes a qualified plan under the TIF Act; and

WHEREAS, in accordance with the TIF Act, the Governing Body of the City adopted and approved that certain *Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004* (the “**2004 TIF Plan**”) on February 3, 2004, after publishing notice and conducting a public hearing thereon pursuant to the TIF Act for the purpose of providing funds necessary to pay for acquiring land and/or the construction of various infrastructure improvements in connection with the construction of the Tupelo Commons Project (the “**Project**”), which infrastructure improvements include, but are not limited to, paying the cost of any of, constructing various public infrastructure improvements including, but not limited to, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of road ways with curb and gutter, installation of traffic signalization and signage, acquisition of rights-of-way, landscaping of rights-of-way, related engineering fees (including the City's engineering

fees), attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs; and for other purposes authorized pursuant to the TIF Act and the REDA Act, if applicable (collectively, the “**Infrastructure Improvements**”); and

WHEREAS, the 2004 TIF Plan provides for the issuance of tax increment financing revenue bonds or notes, in one or more series, in an amount not to exceed \$3,000,000, which tax increment financing revenue bonds or notes, in one or more series, will be secured solely by a pledge of the increased ad valorem real and personal property taxes generated by the development and redevelopment within the TIF District (as defined in the 2004 TIF Plan) as security for the tax increment financing revenue bonds or notes, in one or more series; and

WHEREAS, the Governing Body of the City entered into a Developer’s Agreement, dated February 17, 2004, as amended and restated by an Amended and Restated Development Agreement, dated May 5, 2009, by and between the City and Big Oaks Farm, LLC, a Mississippi limited liability company, Kenlan Development -Tupelo, LLC and V.M. Cleveland, a Mississippi resident (collectively, the “**Developer**”) (the “**Amended and Restated Development Agreement**”) pursuant to the TIF Act in order to among other things, provide for (a) the construction and installation of certain Infrastructure Improvements by the Developer in connection with the Project, and (b) the sale and issuance of tax increment financing revenue bonds or notes, in one or more series, by the City in order to finance all or a part of the costs of the Project and the Infrastructure Improvements and the costs incident to the sale and issuance of any tax increment financing revenue bonds or notes, in one or more series; and

WHEREAS, on May 13, 2009, the Governing Body of the City issued its first series of tax increment financing revenue bonds under the 2004 TIF Plan, titled the “\$650,000 City of Tupelo, Mississippi Tax Increment Limited Obligation Bonds, Series 2009 (Tupelo Commons Project), dated May 13, 2009” (the “**2009 TIF Bonds**”) to provide financing for a portion of the costs of the Infrastructure Improvements and the Project; and

WHEREAS, the Governing Body of the City has been presented with an amended and restated tax increment financing plan titled the “*Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004, as Amended and Restated April 2024*” (the “**Amended and Restated TIF Plan**”) and together with the 2004 TIF Plan, the “**TIF Plan**”), a copy of which is attached hereto as **EXHIBIT A** and becomes a part hereof in its entirety, the purpose of which is to amend and restate the existing 2004 TIF Plan to (a) extend the duration of the 2004 TIF Plan as provided in the Amended and Restated TIF Plan, (b) provide that the interest rate to maturity of any tax increment financing revenue bonds or notes issued by the City under the Amended and Restated TIF Plan, shall not exceed the interest rate to maturity than that which is allowed under Section 75-17-101 *et seq.*, Mississippi Code of 1972, unless otherwise restricted by further proceedings or resolution of the Governing Body of the City, and (c) provide for other amendments set forth in the Amended and Restated TIF Plan pursuant to the TIF Act and all in connection with the construction of various infrastructure improvements described in the TIF Plan to provide tax increment financing to assist with the redevelopment of the TIF District; and

WHEREAS, the Amended and Restated TIF Plan is an amendment to and a restatement of the 2004 TIF Plan; and

WHEREAS, the Governing Body has heretofore identified various parts of the City in need of development and redevelopment and does hereby find that the Amended and Restated TIF Plan is a project of major economic significance within the City and qualifies as a project eligible for tax increment financing as set forth in the Redevelopment Plan, and participation on the part of the City is necessary and would be in the public interest and in the best interest of the public health, safety,

morals, and welfare of the City; and

WHEREAS, the City proposes to issue an additional series or multiple series of tax increment financing revenue bonds or notes, in an amount not to exceed \$2,350,000 (the “**TIF Bonds**”), which amount is the remaining amount available under the 2004 TIF Plan, in one or more series, for the purposes of paying the cost of the Infrastructure Improvements and the Project; and

WHEREAS, the City shall pledge to the security of the TIF Bonds any or all of the incremental increase in the City’s real and personal property ad valorem tax revenues generated from the construction and development of the Infrastructure Improvements and the Project located in the TIF District (the “**City’s Tax Increment**”); and

WHEREAS, the TIF Bonds shall be secured by a pledge of the City’s Tax Increment generated from the construction and development of the Project and the Infrastructure Improvements within the TIF District; however, the principal amount of any TIF Bonds shall be determined based upon all or a portion of the City’s Tax Increment as described in the TIF Plan; and

WHEREAS, the TIF Bonds shall be secured solely by the pledge of the City’s Tax Increment and as otherwise allowed by the TIF Act and/or the REDA Act, if applicable, and shall not be secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in ad valorem taxes hereinabove set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. This Resolution is adopted by the Governing Body of the City pursuant to the TIF Act and all matters and things recited in the premises and preamble of this Resolution are found and determined to be true and accurate.

SECTION 2. That receipt of the Amended and Restated TIF Plan is hereby acknowledged.

SECTION 3. The Amended and Restated TIF Plan (a) extends the duration of the 2004 TIF Plan to a term of not to exceed ten (10) years from the adoption of the Amended and Restated TIF Plan or until such time as any tax increment financing revenue bonds or notes are paid in full, (b) provides that the interest rate to maturity of any tax increment financing revenue bonds or notes, issued by the City under the Amended and Restated TIF Plan, shall not exceed the interest rate to maturity than that which is allowed under Section 75-17-101 *et seq.*, Mississippi Code of 1972, unless otherwise restricted by further proceedings or resolution of the Governing Body of the City, and (c) provides for other amendments as set forth in the Amended and Restated TIF Plan pursuant to the TIF Act, all in connection with the construction of the Project and various Infrastructure Improvements described in the TIF Plan to provide tax increment financing to assist with the redevelopment of the TIF District. The City hereby declares its official intent to reimburse the Developer from the proceeds of the TIF Bonds for expenses incurred with respect to the Infrastructure Improvements and the Project subsequent to the date of this resolution. This resolution is intended as a declaration of official intent under Treasury Regulation Section 1.150-2.

SECTION 4. The TIF Bonds shall be secured solely by a pledge of the City’s Tax Increment combined and shall not be secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in ad valorem taxes hereinabove set forth. The principal amount of the TIF Bonds to be issued shall be determined by using the City’s Tax Increment.

SECTION 5. That a public hearing shall be held with respect to the Amended and Restated TIF Plan at the regular meeting of the Governing Body to be held at its usual meeting in City Hall, located at 71 East Troy Street, Tupelo, Mississippi 38804, at the hour of 6:00 o'clock p.m. on April 16, 2024.

SECTION 6. That the City Clerk of the City (the "Clerk") is hereby directed to publish the notice attached hereto as **EXHIBIT B** in the *Northeast Mississippi Daily Journal*, a newspaper having a general circulation in the City, in which the City is authorized to publish legal notices, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in Section 5 hereof and the actions of the Clerk in sending the notice in advance is hereby ratified and approved.

SECTION 7. That the Clerk shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. The City reasonably expects that it will incur expenditures prior to the issuance of the TIF Bonds which it intends to reimburse with the proceeds of the TIF Bonds upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the TIF Bonds in anticipation of the issuance of the TIF Bonds is made pursuant to the Reimbursement Regulations. The Project and Infrastructure Improvements for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project and Infrastructure Improvements is the amount hereinabove set forth.

SECTION 9. That for cause, this Resolution shall become effective immediately upon the adoption thereof.

The above and foregoing resolution, after having been first reduced to writing, was seconded by Council Member _____ and was adopted by the following roll call vote, to wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of April 2024.

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing resolution having been submitted to and approved by the Mayor, this the 2nd day of April 2024.

CITY CLERK

MAYOR

EXHIBIT A
TAX INCREMENT FINANCING PLAN
TUPELO COMMONS PROJECT
TUPELO, MISSISSIPPI
FEBRUARY 2004
AS AMENDED AND RESTATED APRIL 2024

EXHIBIT B
NOTICE OF PUBLIC HEARING

**NOTICE OF PUBLIC HEARING
AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN
FOR TUPELO COMMONS PROJECT**

Notice is hereby given that the Mayor and the City Council of the City of Tupelo, Mississippi (the “Governing Body” of the “City”), will hold a public hearing on Tuesday, April 16, 2024, at 6:00 P.M. at the regular meeting of the Governing Body to be held at its usual meeting in City Hall, located at 71 East Troy Street, Tupelo, Mississippi, on the *Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004, as Amended and Restated April 2024* (the “Amended and Restated TIF Plan”), presented for consideration by the Governing Body and requesting that the Amended and Restated TIF Plan be approved in compliance with the *Tax Increment Financing Redevelopment Plan, Tupelo, Mississippi 1989, as amended and restated, November 1996 and as may be amended from time to time* (the “Redevelopment Plan”), for the City and, further, to designate the Project and the Infrastructure Improvements, described in the Amended and Restated TIF Plan as appropriate for development and tax increment financing.

The general scope of the Amended and Restated TIF Plan is for the City, among other things, to amend and restate the *Tax Increment Financing Plan (Tupelo Commons Project), Tupelo, Mississippi, February 2004* (the “2004 TIF Plan”) to (a) extend the duration of the 2004 TIF Plan to term of not to exceed ten (10) years from the adoption of the Amended and Restated TIF Plan or until such time as any tax increment financing revenue bonds or notes are paid in full, (b) provide that the interest rate to maturity of any tax increment financing revenue bonds or notes, issued by the City under the Amended and Restated TIF Plan, shall not exceed the interest rate to maturity than that which is allowed under Section 75-17-101 *et seq.*, Mississippi Code of 1972, unless otherwise restricted by further proceedings or resolution of the Governing Body of the City, and (c) provides for other amendments set forth in the Amended and Restated TIF Plan pursuant to the TIF Act, all in connection with the construction of various infrastructure improvements described in the Amended and Restated TIF Plan to provide tax increment financing to assist with the redevelopment of the TIF District and for the purpose of providing funds necessary to pay for any of, acquiring land and/or the construction of various infrastructure improvements in connection with the construction of the Tupelo Commons Project (the “Project”), which includes, but is not limited to, paying the cost of any of, constructing various public infrastructure improvements including, but not limited to, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways with curb and gutter, installation of traffic signalization and signage, acquisition of rights-of-way, landscaping of rights-of-way, related engineering fees (including the City's engineering fees), attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs; and for other purposes authorized pursuant to the TIF Act and REDA Act; (collectively, the “Infrastructure Improvements”)

The TIF Bonds shall be secured solely by any or all of the incremental increase in the City’s real and personal property ad valorem tax revenues generated from the Project within the TIF District and as otherwise allowed by the TIF Act and the REDA Act (defined below). The TIF Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes set forth above.

The City may enter into a Regional Economic Development Alliance with Lee County, Mississippi (the “County”), pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code of 1972, as amended (the “REDA Act”) to support the Project and to allow proceeds of the TIF Bonds to be used to pay the cost of certain of the Infrastructure Improvements and to provide additional security for the TIF Bonds.

Construction of the Project and the Infrastructure Improvements and payment of the TIF Bonds issued to construct the Project and the Infrastructure Improvements will be paid as set forth in the Amended and Restated TIF Plan and will not require an increase in ad valorem taxes within the City or the County.

Copies of the Amended and Restated TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk at the City's City Hall located at 71 East Troy Street, Tupelo, Mississippi 38804.

Witness my signature and seal, this the 2nd day of April 2024.

CITY OF TUPELO, MISSISSIPPI

BY:/s/ Todd Jordan
TITLE: Mayor

S E A L

Publication instructions on following page

Publish One (1) Time in the *Northeast Mississippi Daily Journal* – Thursday, April 4, 2024.

Send the Invoice and Proof of Publication to:

Kim Hanna,
City Clerk
71 East Troy Street
Tupelo, MS 38804
Phone: (662) 841-6513

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TAX INCREMENT FINANCING PLAN

TUPELO COMMONS PROJECT

TUPELO, MISSISSIPPI

FEBRUARY 2004

AS AMENDED AND RESTATED APRIL 2024

**TAX INCREMENT FINANCING PLAN
TUPELO COMMONS PROJECT
TUPELO, MISSISSIPPI
FEBRUARY 2004
AS AMENDED AND RESTATED APRIL 2024**

ARTICLE I

A. Preamble

The administration and implementation of this *Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004, as Amended and Restated April 2024* (the "**TIF Plan**") shall be administered by the City of Tupelo (the "**City**").

The project consists of three phases - the Current Phase, the Proposed Phase, and the Future Phase, which are defined below:

The Current Phase

The Current Phase of the project includes ten (10) acres and consists of a Malco Theater, a Wendy's Restaurant, a Chili's Restaurant, and a specialty eye care clinic. This phase represents an investment in excess of \$11,500,000 and employs over 75 people.

The Proposed Phase

The Proposed Phase of the project includes twenty (20) acres and will consist of up to five restaurants and approximately 138,000 square feet of retail space. This phase will represent a private investment of approximately \$30,000,000.

The Future Phase

The Future Phase of this project will consist of the remaining sixty (60) acres and will include restaurant sites, out parcels for retail development, and 115,000 square feet of additional retail space. This phase is estimated to cost approximately \$65,000,000.

B. Statement of Intent

The City proposes to issue Tax Increment Financing Revenue Bonds or Notes, in one or more series, in an amount not to exceed Three Million Dollars (\$3,000,000), which will be secured solely by a pledge of the increased ad valorem real and personal property taxes generated by the construction and development of the Tupelo Commons Project (the "**Project**") as such project may develop. These funds will be used to pay the cost of constructing various public infrastructure improvements including, but not limited to, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways with curb and gutter, installation of traffic signalization and signage, acquisition of rights-of-way, landscaping of rights-of-way, related engineering fees (including the City's engineering

fees), attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs and for other purposes authorized pursuant to the TIF Act and the REDA Act, if applicable (the “**Infrastructure Improvements**”).

The construction of the aforementioned improvements will be undertaken to provide for the public convenience, health, and welfare.

The proposed improvements described hereinabove will be constructed in accordance with City codes and standards and shall be available for use by the general public.

C. Public Convenience and Necessity

The public convenience and necessity require participation by the City in this Project. The public interest will be served by the City's participation in the infrastructure cost of the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City.

1. Construction of the Current Phase of the Project represents a private investment in excess of \$11,500,000. The Proposed Phase will represent an investment in excess of \$30,000,000, and the Future Phase is projected to represent an investment in excess of \$65,000,000.
2. The Current Phase employs over 75 people with an annual payroll of approximately \$1,300,000. The Proposed Phase will employ over 200 persons with an annual payroll of approximately \$3,600,000. Employment for the Future Phase is unknown at this time.
3. City ad valorem property taxes generated from the development are projected to be as follows:

	<u>Real Property</u>	<u>Personal Property</u>
Current Phase	\$ 25,489	\$ 8,256
Proposed Phase	\$ 73,550	\$25,052
Future Phase	\$135,358	\$56,656

4. County ad valorem property taxes generated from the development are estimated to be as follows:

	<u>Real Property</u>	<u>Personal Property</u>
Current Phase	\$ 28,997	\$ 9,392
Proposed Phase	\$ 83,671	\$28,500
Future Phase	\$153,984	\$64,433

5. The Project will generate the following estimated ad valorem property taxes for the School District:

	<u>Real Property</u>	<u>Personal Property</u>
Current Phase	\$ 54,320	\$17,594

Proposed Phase	\$156,740	\$53,388
Future Phase	\$288,455	\$120,738

6. The Project is expected to generate retail sales tax rebates of \$101,010. \$665,630, and \$1,467,350 for the City treasury for the Current Proposed, and Future Phases, respectively.
7. The development of the 90± acres will include new businesses, retailers, and amenities for the City and will help diversify and expand the City's retail sales tax base.
8. The Project will result in the development of a prime commercial property, which has heretofore been undeveloped.
9. The Project will provide roadway improvements to facilitate long-range traffic flow improvements, which are endorsed by MDOT.
10. The project has resulted in the construction of a state-of-the-art theater for the City, attracting over 250,000 customers annually.
11. The project will be a modern, pedestrian enhanced shopping and entertainment experience.
12. Tupelo Commons will provide upscale, diversified retail opportunities.
13. The project will attract new retailers to the City.
14. The project will cause increased development activity, which will spur additional development in the area.
15. The project has and will continue to bring new restaurants to the City.
16. The project will provide new small business and franchisee opportunities for the City.
17. The project will enhance the City's/region's ability to attract both technology and manufacturing industry development by enhancing the "cultural infrastructure through expanded entertainment, dining, and shopping opportunities.

ARTICLE II

A. Redevelopment Project Description

Proposed Project

The Project includes 90± acres of prime commercial real estate located at the intersection of Highways 78 and 45 in Tupelo, Mississippi.

The project consists of three phases — the Current Phase, the Proposed Phase, and the Future Phase, which are defined below:

The Current Phase

The Current Phase of the project includes ten (10) acres and consists of a Malco Theater, a Wendy's Restaurant, a Chili's Restaurant, and a specialty eye care clinic. This phase represents an investment in excess of \$11,500,000 and employs over 75 people.

The Proposed Phase

The Proposed Phase of the project includes twenty (20) acres and will consist of up to five restaurants and approximately 138,000 square feet of retail space. This phase will represent a private investment of approximately \$30,000,000.

The Future Phase

The Future Phase of this project will consist of the remaining sixty (60) acres and will include restaurant sites, out parcels for retail development, and 115,000 square feet of additional retail space. This phase is estimated to cost approximately \$65,000,000.

Project Location

a. Legal Description and Map

Attached hereto as Exhibit I is a legal description of the TIF District. Exhibit II is a survey of the TIF District from which the tax revenues will be generated to finance the TIF bond debt.

b. Environmental Characteristics and Zoning

The Project Site is comprised of approximately 90± acres. Development of the site will require road construction, traffic signalization, utilities such as water, sanitary sewer, drainage, and landscaping. Approximately 35 acres is zoned C-2 General Commercial in the Barnes Crossing Overlay District. The balance of the property is zoned AO, Agriculture/Open Space.

B. Developer Information

1.	<u>Name of Developer</u> Big Oaks Farm, LLC	<u>Name of Developer</u> Kenlan Development	<u>Name of Developer</u> V.M. Cleveland Cleveland Properties, LLC
2.	<u>Address of Developer</u> P. O. Box 2372 Tupelo, MS 38303	<u>Address of Developer</u> 2239 Whitten Road, Suite 101 Memphis, TN 38133	<u>Address of Developer</u> 1879 N. Coley Road Tupelo, MS 38801
3.	<u>Developer Tax I.D. Number</u> 64-0768476	<u>Developer Tax I.D. Number</u> 62-1850110	<u>Developer Tax I.D. Number</u>
4.	<u>Local Contractors or Agents</u> None	<u>Local Contractors or Agents</u> None	<u>Local Contractors or Agents</u> None

ARTICLE III

ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. Job Creation

Current Phase

Construction Jobs

Estimates for the number of construction jobs and payroll that were generated by the Current Phase are unavailable.

Permanent Jobs

Approximately 75 persons are employed from this phase with an annual payroll in excess of \$1,300,000.

Proposed Phase

Construction Jobs

The construction of this phase is estimated to create approximately 100-150 jobs with a construction payroll of approximately \$4,140,000.

Permanent Phase

The project will create approximately 200 full and part-time jobs with an annual payroll of approximately \$3,600,000.

Future Phase

Construction Jobs

Estimates for construction jobs for this phase are unavailable.

Permanent Jobs

Estimates for permanent jobs for this phase are unavailable.

B. Financial Benefit To The Community

Ad Valorem Tax Increases

The construction and development of the Tupelo Commons Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of ad valorem tax revenues expected to be generated by the development based upon the assumptions of true value outlined below:

Real and Personal Property Taxes

<u>Entity</u>	<u>Millage Rates</u>	<u>(10 acres) Current</u>	<u>(20 acres) Proposed</u>	<u>(60 acres) Future</u>
City	27.47			
Real		\$25,489	\$73,550*	\$135,358*
Personal		8,256	25,052*	56,656*
County	31.25			
Real		28,997	83,671	153,984
Personal		9,392	28,500	64,433
School	58.54			
Real		54,320	156,740	288,455
Personal		17,594	53,388	120,738
Totals	117.26	\$144,048	\$420,901	\$819,624

*These taxes will be pledged to service TLF bond debt.

True Value

Current Development (10 acres)	
Real Property	\$ 6,186,100
Personal Property	\$ 2,003,715
Proposed Development (20 acres)	
Real Property	\$17,850,000
Personal Property	\$ 6,080,000
Future Development (60 acres)	
Real Property	\$32,850,000
Personal Property	\$13,750,000

NOTE: These assumptions are based upon the following: retail space - \$75/sq. ft. for land and building; \$35/sq.ft. for FFE and Inventory; Restaurants - \$1,250,000 land and building and \$250,000 for FFE and Inventory.

Retail Sales

Below is a tabular presentation of the sales from the current development (10 acres) and estimated sales from the proposed development (20 acres) and future development (60 acres).

	<u>Retail Sales</u>	<u>Sales Tax To State</u>	<u>Rebate To Tupelo</u>
Current	\$ 7,800,000	\$ 444,990	\$ 101,010
Proposed	51,400,000	2,932,370	665,630
Future	113,000,000	6,446,650	1,463,350
Totals	\$172,200,000	\$9,824,010	\$2,229,990

Satellite Development

Satellite development will create community benefits not included in the data provided hereinabove.

The Tupelo Commons Project will spur adjacent development resulting in construction of new buildings and opening of new businesses. Out parcel sales will result in new investments, new construction, and new jobs.

Satellite development will result in increased ad valorem taxes, increased retail sales tax rebates, additional new jobs, and new and increased payrolls for the community.

ARTICLE IV

THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

The primary objective of the TIF Plan is to serve the public convenience and necessity by participating in the construction of the Infrastructure Improvements in connection with the Project. The TIF Plan will provide financing to construct Infrastructure Improvements to serve the 90± acre development including the Malco Theater, Wendy's Restaurant, Chili's Restaurant, the specialty eye care clinic, and additional commercial developments as described in detail in the preamble to this TIF Plan.

The Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City.

The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate roadway improvements and adequate utilities, which may include water, gas, sanitary sewer systems, and drainage systems. The area will be landscaped.

ARTICLE V

**A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE
TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE
REDEVELOPMENT PLAN**

The use of Tax Increment Financing is needed as an inducement that will result in the development of vacant and undeveloped prime commercial property in the City of Tupelo, Mississippi.

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of public infrastructure improvements necessary to serve the public that will utilize the Tupelo Commons Project.

ARTICLE VI

A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. Cost Estimates of the Redevelopment Project

At build out the Tupelo Commons development will represent a private investment in excess of \$105,000,000. The City proposes to issue Tax Increment Financing bonds, in one or more series, in an amount not to exceed \$3,000,000. The funds will be used for constructing various public infrastructure improvements including, but not limited to, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways with curb and gutter, installation of traffic signalization and signage, acquisition of rights-of-way, landscaping of rights-of-way, related engineering fees (including the City's engineering fees), attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs and for other purposes authorized pursuant to the TIF Act and the REDA Act, if applicable (the "Infrastructure Improvements").

B. Projected Sources of Revenue To Meet Costs

The Developer will secure financing for the private investment. The City will pledge the ad valorem tax increases from the real and personal property generated from the development of the Proposed and Future Phases of the TIF District to finance the Tax Increment Financing bonds or notes, in one or more series.

C. Total Amount of Indebtedness To Be Incurred

The City will issue up to \$3,000,000 in TIF Bonds, Notes, or other debt obligations, in one or more series, which will be secured by the City with the pledge of incremental increases in ad valorem real and personal property taxes generated by the construction and development of the Proposed and Future Phases of the TIF District. The *Tax Increment Financing Redevelopment Plan, Tupelo, Mississippi, 1989, As Amended and Restated, November 1996 and the Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004* shall be administered by the City including, but not necessarily limited to, the issuance of Bonds or Notes or other debt obligations to provide funds to defray the cost of infrastructure improvements.

It is expected that Tax Increment Financing Bonds or Notes or other debt obligations, in one or more series, can be obtained at an annual interest rate of not to exceed more than that which is allowed under Section 75-17-101 *et seq.*, Mississippi Code of 1972, however the City hereby reserves its right to restrict the not to exceed interest rate to maturity for any Tax Increment Financing Bonds or Notes or other debt obligations, in one or more series, by further proceedings or resolution of the Governing Body of the City. Tax Increment Financing Bonds or Notes or other debt obligations, in one or more series, may be secured for a term of not to exceed twenty (20) years.

The only obligation of the City with respect to the payment of any tax increment financing debt obligations will be the pledge of the ad valorem real and personal property tax revenues generated from the development of the Proposed and Future Phases of the property identified in Exhibit I attached hereto.

ARTICLE VII

REAL PROPERTY TO BE INCLUDED IN THE TAX INCREMENT FINANCING DISTRICT

The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues will be generated to finance the TIF bonds will be the 90± acre tract comprising Tupelo Commons, a legal description of which is attached as Exhibit I. A survey of the TIF District is attached in Exhibit II.

ARTICLE VIII

DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of the Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004, as Amended and Restated April 2024 will not exceed ten (10) years from the adoption of the Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004, as Amended and Restated April 2024, or until such time as any tax increment financing revenue bonds or notes are paid in full.

ARTICLE IX

**EXTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN
UPON THE REVENUES OF ALL TAXING JURISDICTIONS
IN WHICH A REDEVELOPMENT PROJECT IS LOCATED**

Ad Valorem Tax Increases

The construction and development of the Tupelo Commons Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of ad valorem tax revenues expected to be generated by the development based upon the assumption of true value outlined below.

Real and Personal Property Taxes				
<u>Entity</u>	<u>Millage Rates</u>	(10 acres) <u>Current</u>	(20 acres) <u>Proposed</u>	(60 acres) <u>Future</u>
City	27.47			
Real		\$25,489	\$73,550*	\$135,358*
Personal		8,256	25,052*	56,656*
County	31.25			
Real		28,997	83,671	153,984
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Future	<u>113,000,000</u>	<u>6,446,650</u>	<u>1,463,350</u>
Totals	\$172,200,000	\$9,824,010	\$2,229,990

ARTICLE X

THE GOVERNING BODY SHALL BY RESOLUTION, FROM TIME TO TIME, DETERMINE (I) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF THE PROJECT; (II) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (III) IF THE CITY SHALL ISSUE BONDS FOR THE PROJECT; AND (IV) SUCH OTHER RESTRICTIONS, RULES, REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolution when deemed necessary and appropriate.

ARTICLE XI
PLAN OF FINANCING

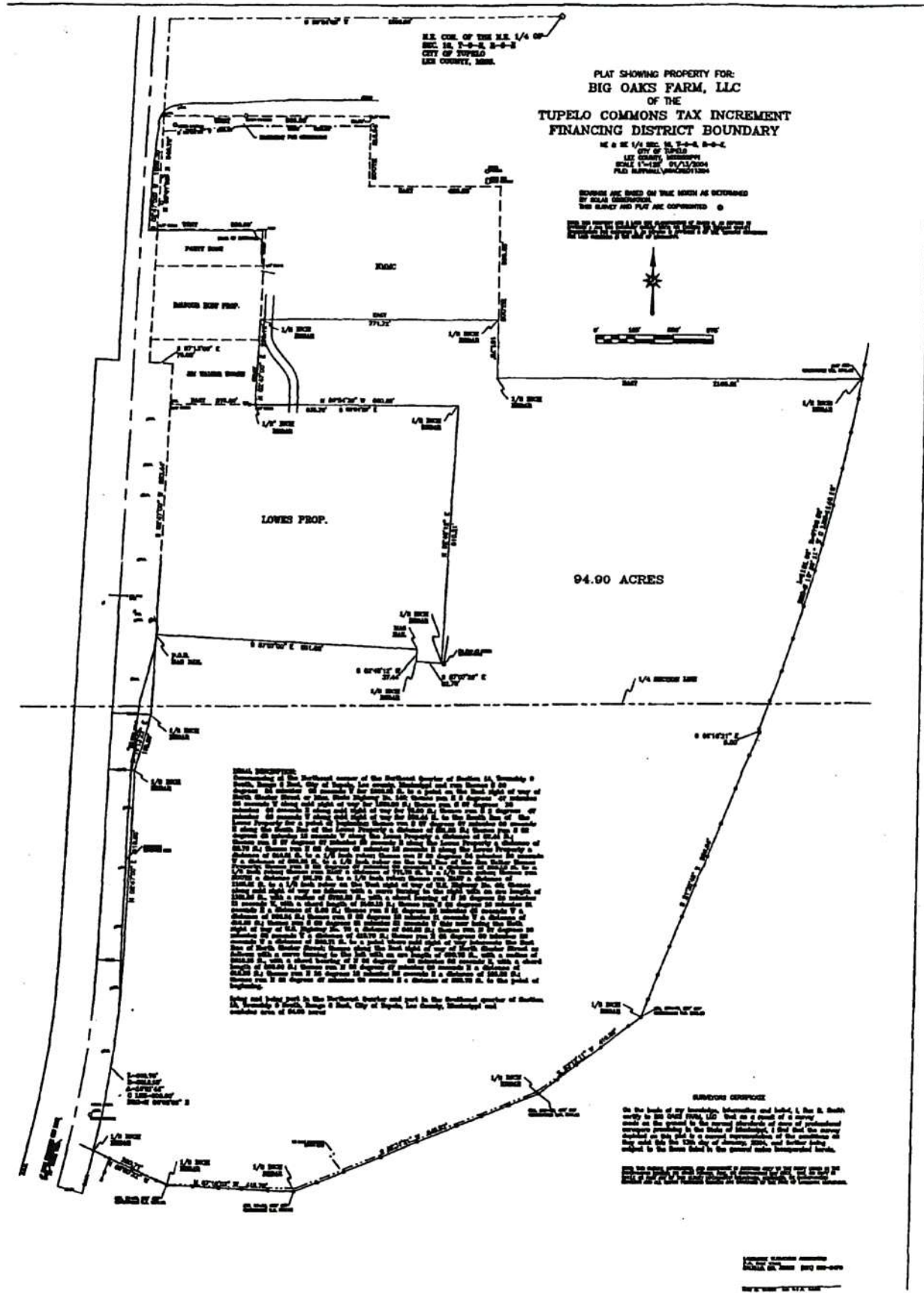
This TIF Plan provides for the City to issue the TIF Bonds, Notes, or other debt obligations, which will be secured by the City with the pledge of incremental increases in ad valorem taxes generated by the Project.

This TIF Plan will also provide for Lee County (the "County") to participate in the financing for the Project. Should the County elect to participate, the County may choose to enter into an interlocal agreement and/or pledge agreement with the City.

Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

EXHIBIT I
DESCRIPTION OF THE TIF DISTRICT

EXHIBIT II
MAP OF THE TIF DISTRICT



LEGAL DESCRIPTION:

Commencing at the Northeast corner of the Northeast Quarter of Section 18, Township 9 South, Range 6 East, City of Tupelo, Lee county, Mississippi and run thence S 89 degrees 34 minutes 02 seconds W for 1308.26 ft. to a point on the East right of way of North Gloster Street or Miss. State Highway No. 145; thence run S 2 degrees 47 minutes 00 seconds W along said right of way for 1559.30 ft.; thence run S 87 degrees 13 minutes 00 seconds E along said right of way for 75.00 ft.; thence run S 2 degrees 47 minutes 00 seconds W along said right of way for 853.44 ft. to the South line of the Lowes Property for a point of beginning; thence run S 87 degrees 07 minutes 00 seconds E along the South line of the Lowes Property a distance of 851.68 ft.; thence run S 02 degrees 48 minutes 12 seconds W along the Lowes Property a distance of 37.44 ft.; thence run S 87 degrees 07 minutes 29 seconds E along the Lowes Property a distance of 82.79 ft.; thence run N 02 degrees 48 minutes 12 seconds E along the Lowes Property a distance of 810.21 ft. to a 1/2 inch rebar; thence run N 89 degrees 54 minutes 26 seconds W a distance of 660.88 ft. to a 1/2 inch rebar on the west line of the Jim Walter Homes Property; thence run N 02 degrees 47 minutes 00 seconds E a distance of 266.12 ft. to a 1/2 inch rebar; thence run EAST a distance of 771.72 ft. to a 1/2 inch rebar; thence run SOUTH a distance of 181.75 ft. to a 1/2 inch rebar; thence run EAST a distance of 1165.81 ft. to a 1/2 inch rebar on the West right of way of U.S. Highway No. 45; thence along said right of way as follows: with a curve turning to the right with an arc length of 1151.06 ft., with a radius of 5729.58 ft., with a chord bearing of S 15 degrees 36 minutes 11 seconds W, with a chord length of 1149.13 ft.; thence run S 66 degrees 16 minutes 21 seconds E a distance of 5.00 ft.; thence run S 21 degrees 35 minutes 45 seconds W a distance of 986.54 ft.; thence run S 53 degrees 12 minutes 11 seconds W a distance of 410.89 ft.; thence run S 68 degrees 31 minutes 21 seconds W this now being the Noth right of way of U.S. Highway No. 78 a distance of 845.52 ft.; thence run N 87 degrees 19 minutes 03 seconds W a distance of 415.79 ft.; thence run N 65 degrees 50 minutes 22 seconds W a distance of 260.71 ft. to a point where said right of way intersects the East line of North Gloster Street; thence along the East right of way of North Gloster Street as follows: with a curve turning to the left with an arc length of 609.75 ft., with a radius of 3318.15 ft., with a chord bearing of N 08 degrees 02 minutes 52 seconds E, with a chord length of 608.90 ft.; thence run N 02 degrees 47 minutes 00 seconds E a distance of 610.85 ft.; thence run N 15 degrees 13 minutes 22 seconds E a distance of 185.69 ft.; thence run N 02 degrees 47 minutes 00 seconds E a distance of 253.73 ft. to the point of beginning.

Lying and being part in the Northeast Quarter and part in the Southeast quarter of Section 18, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi and contains area of 94.90 acres

**NOTICE OF PUBLIC HEARING
AMENDED AND RESTATED TAX INCREMENT FINANCING PLAN
FOR TUPELO COMMONS PROJECT**

Notice is hereby given that the Mayor and the City Council of the City of Tupelo, Mississippi (the “Governing Body” of the “City”), will hold a public hearing on Tuesday, April 16, 2024, at 6:00 P.M. at the regular meeting of the Governing Body to be held at its usual meeting in City Hall, located at 71 East Troy Street, Tupelo, Mississippi, on the *Tax Increment Financing Plan, Tupelo Commons Project, Tupelo, Mississippi, February 2004, as Amended and Restated April 2024* (the “Amended and Restated TIF Plan”), presented for consideration by the Governing Body and requesting that the Amended and Restated TIF Plan be approved in compliance with the *Tax Increment Financing Redevelopment Plan, Tupelo, Mississippi 1989, as amended and restated, November 1996 and as may be amended from time to time* (the “Redevelopment Plan”), for the City and, further, to designate the Project and the Infrastructure Improvements, described in the Amended and Restated TIF Plan as appropriate for development and tax increment financing.

The general scope of the Amended and Restated TIF Plan is for the City, among other things, to amend and restate the *Tax Increment Financing Plan (Tupelo Commons Project), Tupelo, Mississippi, February 2004* (the “2004 TIF Plan”) to (a) extend the duration of the 2004 TIF Plan to term of not to exceed ten (10) years from the adoption of the Amended and Restated TIF Plan or until such time as any tax increment financing revenue bonds or notes are paid in full, (b) provide that the interest rate to maturity of any tax increment financing revenue bonds or notes, issued by the City under the Amended and Restated TIF Plan, shall not exceed the interest rate to maturity than that which is allowed under Section 75-17-101 *et seq.*, Mississippi Code of 1972, unless otherwise restricted by further proceedings or resolution of the Governing Body of the City, and (c) provides for other amendments set forth in the Amended and Restated TIF Plan pursuant to the TIF Act, all in connection with the construction of various infrastructure improvements described in the Amended and Restated TIF Plan to provide tax increment financing to assist with the redevelopment of the TIF District and for the purpose of providing funds necessary to pay for any of, acquiring land and/or the construction of various infrastructure improvements in connection with the construction of the Tupelo Commons Project (the “Project”), which includes, but is not limited to, paying the cost of any of, constructing various public infrastructure improvements including, but not limited to, installation and/or relocation of utilities such as water, sanitary sewer, natural gas lines, electricity, construction of drainage improvements, construction of roadways with curb and gutter, installation of traffic signalization and signage, acquisition of rights-of-way, landscaping of rights-of-way, related engineering fees (including the City's engineering fees), attorney's fees, TIF Plan preparation fees, capitalized interest, and other related soft costs; and for other purposes authorized pursuant to the TIF Act and REDA Act; (collectively, the “Infrastructure Improvements”)

The TIF Bonds shall be secured solely by any or all of the incremental increase in the City’s real and personal property ad valorem tax revenues generated from the Project within the TIF District and as otherwise allowed by the TIF Act and the REDA Act (defined below). The TIF Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of

the incremental increase in the ad valorem taxes set forth above.

The City may enter into a Regional Economic Development Alliance with Lee County, Mississippi (the “County”), pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code of 1972, as amended (the “REDA Act”) to support the Project and to allow proceeds of the TIF Bonds to be used to pay the cost of certain of the Infrastructure Improvements and to provide additional security for the TIF Bonds.

Construction of the Project and the Infrastructure Improvements and payment of the TIF Bonds issued to construct the Project and the Infrastructure Improvements will be paid as set forth in the Amended and Restated TIF Plan and will not require an increase in ad valorem taxes within the City or the County.

Copies of the Amended and Restated TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk at the City’s City Hall located at 71 East Troy Street, Tupelo, Mississippi 38804.

Witness my signature and seal, this the 2nd day of April 2024.

CITY OF TUPELO, MISSISSIPPI

BY:/s/ Todd Jordan
TITLE: Mayor

86634870.v1



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: March 28, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF GOODWYN MILLS CAWOOD FOR CONSULTATION ON THE CITY OF TUPELO 2025-2040 COMPREHENSIVE PLAN UPDATE **TN**

Request:

Approval of Goodwyn Mills Cawood (GMC) contract for consultation on the 2025-2040 City of Tupelo Comprehensive Plan development in the contract amount of Phase 1 - \$80,000 to be completed in FY2024 and Phase 2 - \$95,000 to be completed in FY2025 for a total contract cost of \$175,000. All procurement requirements and processes completed during selection process. See attached preliminary plat, staff analysis, and Planning Committee recommendation.

GOODWYN MILLS CAWOOD, LLC

Professional Services Agreement

PART 1. GENERAL

THIS AGREEMENT, including attachments as hereinafter noted, made and entered into and between Goodwyn Mills Cawood, LLC and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

Client: City of Tupelo, Mississippi

Address: 71 E Troy St.

City/State/Zip Code: Tupelo, MS 38804

Contact Person: Jenny Savely

Phone: Fax: Cell:

Short Title: Tupelo Comprehensive Plan Phase 1, or the "Project / Site"

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

Strategic Comprehensive Plan for the City of Tupelo

PART 3. DESCRIPTION OF PROFESSIONAL SERVICES to be provided by Goodwyn Mills Cawood, LLC are identified below:

Scope of Work: Comprehensive Plan Services (see attachment A) Phase 1 includes task 1.1 to 3.1 of the attached scope of work.

PART 4. THE COMPENSATION TO BE PAID Goodwyn Mills Cawood, LLC for providing the requested Services shall be as follows:

Comprehensive Plan Services: \$80,000.00 LS (Lump Sum)

IN WITNESS WHEREOF, this Agreement, which is subject to the General Terms and Conditions (Part 5.) is accepted on the later date written below.

Service/Amount Confirmed:

GOODWYN MILLS CAWOOD, LLC:

SIGNED:

SIGNED:

TYPED NAME:

TYPED NAME: Bryan King, AICP c/o John Bricken, PLA VP

TITLE:

TITLE: Senior Planner

DATE:

DATE: 1/23/24



PART 5. TERMS AND CONDITIONS

- 5.1 **DATE OF COMMENCEMENT AND DURATION:** The Date of Commencement of this Agreement shall be the date last appearing on the signature page. This Agreement shall remain in effect for twelve (12) months from the acceptance date of this agreement, or until terminated as provided herein, or extended by mutual agreement in writing.
- 5.2 **IF GOODWYN MILLS CAWOOD, LLC 's SERVICES UNDER THIS AGREEMENT ARE DELAYED** for reasons beyond GOODWYN MILLS CAWOOD, LLC 's control, the completion date specified in this Agreement shall be modified accordingly and the fees shall be renegotiated for any unfinished services as of the effective date of such change.
- 5.3 **INVOICE PROCEDURES AND PAYMENT:** Goodwyn Mills Cawood, LLC shall submit invoices to the Client for Services accomplished during each calendar month. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Goodwyn Mills Cawood, LLC will estimate the percentage of the total Services (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for Services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. Goodwyn Mills Cawood, LLC shall submit such invoices as soon as possible after the end of the month in which the Services were accomplished and shall be due and payable by the Client upon receipt.
- 5.4 **EXPERT WITNESS SERVICES:** It is understood and agreed that Goodwyn Mills Cawood, LLC services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Professional Services Agreement Addendum may be negotiated between the Client and Goodwyn Mills Cawood, LLC describing the services desired and providing a basis for compensation to Goodwyn Mills Cawood, LLC
- 5.5 **INSURANCE:** Goodwyn Mills Cawood, LLC shall at all times carry, on all operations hereunder, worker's compensation insurance, public liability and property insurance, automotive public liability and property damage insurance, and professional errors and omissions insurance. At the request of the Client, Goodwyn Mills Cawood, LLC will have the client listed as additional insured where appropriate.
- 5.6 **ASSIGNMENT:** Neither the Client nor Goodwyn Mills Cawood, LLC will assign or transfer its interest in this Agreement without the written consent of the other. Goodwyn Mills Cawood, LLC, however, does reserve the right to subcontract any portion of the Services.
- 5.7 **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the Project described in, or the Services of Goodwyn Mills Cawood, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, Goodwyn Mills Cawood, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for the Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.
- 5.8 **ENTIRETY OF AGREEMENT:** This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.
- 5.9 **ADDITIONAL SERVICES:** Upon written request from the Client, GMC will commence to perform or furnish the Additional Services not listed in the attached Scope of Service. GMC shall cease performing or furnishing such Additional Services upon receipt of written notice from the Client. Additional services shall be compensated by a lump sum fee, if requested by the Client.

ATTACHMENT A
COMPREHENSIVE PLAN
SCOPE OF SERVICE

Goodwyn Mills Cawood, LLC (GMC) shall perform the following professional services.

TASK 1: PROJECT STRATEGY & KICK-OFF

1.1 Kick-off Meeting and City Tour

Our team will host a kick-off meeting with the city's project manager(s) to refine and detail the proposed project strategy and process to ensure that the specifics of the plan process and deliverables meet the needs of the city while ensuring a seamless transition from the city's efforts.

1.2 Engagement Plan and Branding Strategy

The team will work with the city to create a detailed and effective engagement plan that includes public meetings, online engagement, advisory committee meetings, stakeholder, and target community meetings. The team will also work with the city to create visual identity for the plan.

1.3 Existing Plans, Data Collection and Review

The team will collect and summarize relevant existing and ongoing plans impacting the city. This includes the collection and cataloging of all existing technical data on city trends, facilities, assets, transportation, land use, etc. Once collected, the team will discuss any potential gaps in data with the city's project manager.

1.4 Kick-off Working Sessions

The team will hold kick-off meetings with the advisory committee, planning commission, and city council to inform and collaborate on the plan process and anticipated deliverables.

1.5 Stakeholders Interviews

Our team will work with the city to identify community stakeholders and hold stakeholder interviews to discuss priorities, needs, and opportunities. Potential stakeholder groups include neighborhood leaders, business leaders, developers, faith-based, non-profits, local experts, etc.

TASK 1

Meetings: Project Manager Kick-off Meeting and Tour
Kick-off Meeting with Advisory Committee, Planning Commission, City Council, and Staff
Stakeholder Interviews

Deliverables: Preliminary Plan Outline
Engagement Plan
Plan Branding
Existing Conditions Summary

TASK 2: VISIONING AND EVALUATION

2.1 Online Survey and Online Engagement Assistance

The team will create and host a online survey and assist the city in online material to engage and inform the public of the plan and its process. The community survey will be created jointly and approved by the city's project manager.

2.2 Community Target Meetings

Our team will work with the city to identify and engage specific populations (aging and youth representatives, special interest groups, for example) to ensure that there are minimal gaps in the geography and demographics of the plan's engagement.

2.3 Community Visioning Workshop

The team will hold an interactive public kick-off meeting in the early stages of the project. The purpose of the meeting is to inform and receive direct input from the public to establish ideas, issues, and a vision for the future.

2.4 Mobile Workshops

The team will work with the city to explore the potential of mobile workshops to engage the public at existing community-oriented events.

2.5 Draft Vision, Themes, and Goals

The team will work with the city and stakeholders to develop a vision statement, themes, and community goals to guide the plan

2.6 Draft Future Land Use Map

The team will work with the city to develop a draft of the future land use based on analysis and community input.

TASK 2

- Meetings:** Community Visioning Workshop
- Project Manager Meetings
- Meetings with Advisory Committee, Planning Commission, City Council, and Staff
- Target Meetings

- Deliverables:** Online Survey
- Project Information Material
- Draft Vision, Themes and Goals
- Draft Future Land Use Map

TASK 3: PLAN RECOMMENDATIONS AND PRIORITIES

3.1 Detailed Plan Outline

The team will work with the city's project managers to create a detailed outline of the plan elements and document to ensure all needed topics and actions are present, and the document flow is most effective.

3.2 Draft Plan Actions

The team will produce individual action details for each action identified in the plan outline. Action details include: Timeline, Priority, Detailed Steps, Responsibilities, etc.

3.3 Community Action Priority Workshop and Survey

The team will work with the city to hold a community-oriented workshop to prioritize actions.

3.4 Draft Plan and Graphic Production

The team will create the plan document, graphics, and mapping needed to communicate actions and strategies.

TASK 3

Meetings: Project Manager Meetings
Meetings with Advisory Committee, Planning Commission, City Council, and Staff
Community Action Workshop

Deliverables: Plan Outline
Draft Plan Actions
Draft Plan and Plan Graphics

TASK 4: PLAN REVIEW UPDATE AND ADOPTION

4.1 City Review

The city and stakeholders will review the draft plan and comment on needed updates.

4.4 Plan Refinement

The team will update the plan based on city, stakeholder, and community comments.

4.5 Plan Adoption

The team will assist the city through the planning commission and city council plan adoption process.

4.6 Potential Demonstration Project and Community Celebration

The team will assist the city in creating and implementing a community celebration-demonstration event to acknowledge the community commitment and early recommended actions.

TASK 4

Meetings: Project Manager Meetings
Meetings with Advisory Committee, Planning Commission, an City Council, and Staff
Planning Commission and City Council Public Hearings
Community Celebration and Demonstration Project

Deliverables: Final Plan
All Individual Materials and Working Files.

GOODWYN MILLS CAWOOD, LLC

Professional Services Agreement

PART 1. GENERAL

THIS AGREEMENT, including attachments as hereinafter noted, made and entered into and between Goodwyn Mills Cawood, LLC and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

Client: City of Tupelo, Mississippi

Address: 71 E Troy St.

City/State/Zip Code: Tupelo, MS 38804

Contact Person: Jenny Savely

Phone: Fax: Cell:

Short Title: Tupelo Comprehensive Plan Phase 2, or the "Project / Site"

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

Strategic Comprehensive Plan for the City of Tupelo

PART 3. DESCRIPTION OF PROFESSIONAL SERVICES to be provided by Goodwyn Mills Cawood, LLC are identified below:

Scope of Work: Comprehensive Plan Services (see attachment A) Phase 2 includes task 3.2 to scope completion of the attached scope of work.

PART 4. THE COMPENSATION TO BE PAID Goodwyn Mills Cawood, LLC for providing the requested Services shall be as follows:

Comprehensive Plan Services: \$65,000.00 LS (Lump Sum)
Zoning Update Services: \$30,000 LS (Lump Sum)

IN WITNESS WHEREOF, this Agreement, which is subject to the General Terms and Conditions (Part 5.) is accepted on the later date written below.

Service/Amount Confirmed:

GOODWYN MILLS CAWOOD, LLC:

SIGNED:

SIGNED:

TYPED NAME:

TYPED NAME: Bryan King, AICP
c/o John Bricken, PLA EVP

TITLE:

TITLE: Senior Planner

DATE:

DATE: 1/23/24



PART 5. TERMS AND CONDITIONS

- 5.1 **DATE OF COMMENCEMENT AND DURATION:** The Date of Commencement of this Agreement shall be the date last appearing on the signature page. This Agreement shall remain in effect for twelve (12) months from the acceptance date of this agreement, or until terminated as provided herein, or extended by mutual agreement in writing.
- 5.2 **IF GOODWYN MILLS CAWOOD, LLC 's SERVICES UNDER THIS AGREEMENT ARE DELAYED** for reasons beyond GOODWYN MILLS CAWOOD, LLC 's control, the completion date specified in this Agreement shall be modified accordingly and the fees shall be renegotiated for any unfinished services as of the effective date of such change.
- 5.3 **INVOICE PROCEDURES AND PAYMENT:** Goodwyn Mills Cawood, LLC shall submit invoices to the Client for Services accomplished during each calendar month. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Goodwyn Mills Cawood, LLC will estimate the percentage of the total Services (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for Services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. Goodwyn Mills Cawood, LLC shall submit such invoices as soon as possible after the end of the month in which the Services were accomplished and shall be due and payable by the Client upon receipt.
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- 5.6 **ASSIGNMENT:** Neither the Client nor Goodwyn Mills Cawood, LLC will assign or transfer its interest in this Agreement without the written consent of the other. Goodwyn Mills Cawood, LLC, however, does reserve the right to subcontract any portion of the Services.
- 5.7 **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the Project described in, or the Services of Goodwyn Mills Cawood, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, Goodwyn Mills Cawood, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for the Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.
- 5.8 **ENTIRETY OF AGREEMENT:** This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.
- 5.9 **ADDITIONAL SERVICES:** Upon written request from the Client, GMC will commence to perform or furnish the Additional Services not listed in the attached Scope of Service. GMC shall cease performing or furnishing such Additional Services upon receipt of written notice from the Client. Additional services shall be compensated by a lump sum fee, if requested by the Client.

ATTACHMENT A
COMPREHENSIVE PLAN
SCOPE OF SERVICE

Goodwyn Mills Cawood, LLC (GMC) shall perform the following professional services.

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Our team will work with the city to identify community stakeholders and hold stakeholder interviews to discuss priorities, needs, and opportunities. Potential stakeholder groups include neighborhood leaders, business leaders, developers, faith-based, non-profits, local experts, etc.

TASK 1

Meetings: Project Manager Kick-off Meeting and Tour
Kick-off Meeting with Advisory Committee, Planning Commission, City Council, and Staff
Stakeholder Interviews

Deliverables: Preliminary Plan Outline
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TASK 2: VISIONING AND EVALUATION

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The team will create and host a online survey and assist the city in online material to engage and inform the public of the plan and its process. The community survey will be created jointly and approved by the city's project manager.

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The team will work with the city to explore the potential of mobile workshops to engage the public at existing community-oriented events.

2.5 Draft Vision, Themes, and Goals

The team will work with the city and stakeholders to develop a vision statement, themes, and community goals to guide the plan

2.6 Draft Future Land Use Map

The team will work with the city to develop a draft of the future land use based on analysis and community input.

TASK 2

Meetings: Community Visioning Workshop
Project Manager Meetings
Meetings with Advisory Committee, Planning Commission, City Council, and Staff
Target Meetings

Deliverables: Online Survey
Project Information Material
Draft Vision, Themes and Goals
Draft Future Land Use Map

TASK 3: PLAN RECOMMENDATIONS AND PRIORITIES

3.1 Detailed Plan Outline

The team will work with the city's project managers to create a detailed outline of the plan elements and document to ensure all needed topics and actions are present, and the document flow is most effective.

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3.3 Community Action Priority Workshop and Survey

The team will work with the city to hold a community-oriented workshop to prioritize actions.

3.4 Draft Plan and Graphic Production

The team will create the plan document, graphics, and mapping needed to communicate actions and strategies.

TASK 3

Meetings: Project Manager Meetings
Meetings with Advisory Committee, Planning Commission, City Council, and Staff
Community Action Workshop

Deliverables: Plan Outline
Draft Plan Actions
Draft Plan and Plan Graphics

TASK 4: PLAN REVIEW UPDATE AND ADOPTION

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4.6 Potential Demonstration Project and Community Celebration

The team will assist the city in creating and implementing a community celebration-demonstration event to acknowledge the community commitment and early recommended actions.

TASK 4

- Meetings:** Project Manager Meetings
Meetings with Advisory Committee, Planning Commission, an City Council, and Staff
Planning Commission and City Council Public Hearings
Community Celebration and Demonstration Project

- Deliverables:** Final Plan
All Individual Materials and Working Files.

ATTACHMENT B
ZONING ORDINANCE AND MAP UPDATE TO MATCH COMPREHENSIVE PLAN
SCOPE OF SERVICE

Goodwyn Mills Cawood, LLC (GMC) shall perform the following professional services.

TASK 1: DOCUMENT REVIEW

Work with the city to review and identify goals, objectives, and recommendations in the Comprehensive Plan related to development regulations to ensure the Zoning Ordinance will be consistent. Analyze existing zoning ordinances in consideration of best practices in other communities, innovative zoning and land-use practices, and relevant, user-friendly zoning codes.

TASK 2: CURRENT ISSUES AND PROPOSED CHANGES

Work with the city to develop a list of issues to be addressed and develop an outline of the proposed zoning ordinance updates. This will be in the form of a detailed list of recommended update topics organized by chapter in the existing Zoning Ordinance table of contents.

TASK 3: PUBLIC MEETING FOR UPDATED ZONING ORDINANCE AND MAP

Introduce and engage the public in discussion of the various strategies – zoning districts, zoning map, and any other elements commonly used in the regulation of land development activities.

- Introduction of the Zoning Ordinance update project, timeline for the work and why it is important to the city.
- Summary of our review our findings related to the relationship of Zoning Ordinance updates to the goals, objectives, and recommendations in the Comprehensive Plan
- Overview of the proposed edits, revisions, and updates of the Zoning Ordinance
- Zoning Ordinance and Mapping Engagement Exercises

TASK 4: PREPARE UPDATED ZONING ORDINANCE / STAFF WORK SESSIONS

Prepare drafts of the updated Zoning Ordinance sections, and write Zoning Ordinance updates with the following process:

- Prepare and submit a draft zoning ordinance language to the city
- Provide technical review guidance
- Conduct a technical work session with City staff to review updated Zoning Ordinance
- Revise draft ordinance based on comments
- Assist city in preliminary legal review

TASK 5: DEVELOPMENT OF A NEW ZONING MAP

- Work with the city to develop a proposed updated Zoning Map for the city. The Zoning Map will be revised to reflect the Future Land Use Map in the Comprehensive Plan and will relate to its land-use classifications and land-use design principles.

TASK 6: ADOPTION ASSISTANCE

- Deliver final updated Zoning Ordinance and Zoning Map.
- Assist in the Zoning Ordinance update adoption process.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Department of Development Services Director (TN)
DATE April 2, 2024
SUBJECT: IN THE MATTER OF APPROVAL TO SURPLUS ASSETS TO AUCTION TN

Request:

Request to approve to surplus to auction the following assets on the attached list.

2011 Nissan Pathfinder 5N1AR1NN2BC618566 Asset # 3549



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Department of Development Services Director (TN)
DATE: April 2, 2024
SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTIONS FOR UNPAID DEMOLITION - TN

Request:

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

502 NORTH SPRING STREET (PARCEL #089K-31-102-00)

555 MAGAZINE STREET (PARCEL #089P-31-070-00)

205 BOWEN/STEPEN D LEE (PARCEL #077Q-36-025-00)

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 45693

TRUSTEES OF ST. PAUL UNITED METHODIST CHURCH

OWNER

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

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

Property Owner: TRUSTEES OF ST. PAUL UNITED METHODIST CHURCH

Address of Owner: 504 NORTH SPRING STREET

Parcel Number: 089K-31-102-00

Address of Violation: 502 NORTH SPRING STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **02/20/24** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **04/02/2024**, adjudicated the actual cost of demolition to be **\$19,500.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 2nd day of April, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 45313

**ESTATE OF RUBY HUTCHISON AND
ANY PERSON CLAIMING INTEREST IN PROPERTY
LOCATED AT 555 MAGAZINE STREET**

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **ESTATE OF RUBY HUTCHISON AND ANY PERSON CLAIMING INTEREST IN PROPERTY LOCATED AT 555 MAGAZINE STREET** to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: ESTATE OF RUBY HUTCHISON AND ANY PERSON CLAIMING INTEREST IN PROPERTY LOCATED AT 555 MAGAZINE STREET

Address of Owner: 555 MAGAZINE STREET

Parcel Number: 089P-31-070-00

Address of Violation: 555 MAGAZINE STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **12/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **04/02/2024**, adjudicated the actual cost of demolition to be **\$12,475.00**. This amount is assessed as a lien on the real property described above.

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

6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney’s fees

and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 2nd day of April, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 24029

**ESTATE OF JAMES HARRIS AND
MARY NEIL HARRIS AND ANY PERSON
CLAIMING INTEREST IN PROPERTY
LOCATED AT 205 BOWEN (STEPHEN D. LEE)**

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **ESTATE OF JAMES HARRIS AND MARY NEIL HARRIS AND ANY PERSON CLAIMING INTEREST IN PROPERTY LOCATED AT 205 BOWEN (STEPHEN D. LEE)** to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner:	ESTATE OF JAMES HARRIS AND MARY NEIL HARRIS AND ANY PERSON CLAIMING INTEREST IN PROPERTY LOCATED AT 205 BOWEN (STEPHEN D. LEE)
Address of Owner:	205 BOWEN (STEPHEN D. LEE)
Parcel Number:	077Q-36-025-00
Address of Violation:	205 BOWEN (STEPHEN D. LEE)

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **12/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **04/02/2024**, adjudicated the actual cost of demolition to be **\$3,500.00**. This amount is assessed as a lien on the real property described above.

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

6. Prior to its collection as a judgment lien, this assessment may otherwise be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent

jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 2nd day of April, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Department of Development Services Director (TN)

DATE: April 2, 2024

SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID LOT MOWING OF PROPERTY LOCATED AT 527 N CHURCH - TN

Request:

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

527 NORTH CHURCH (PARCEL #077F-26-179-00)

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 45671

SENOVA CABRAL

OWNER

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

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

Property Owner: SENOVA CABRAL
Address of Owner: 2512 PATTERSON DRIVE
TUPELO, MS 38804
Parcel Number: 077F-26-179-00
Address of Violation: 527 NORTH CHURCH

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **02/20/2024** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **04/02/2024**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 2nd day of April, 2024.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

SUBJECT: IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS TN

Request:

For discussion, review and approval.