



# TUPELO REGULAR CITY COUNCIL MEETING

DECEMBER 06, 2022 AT 6:00 PM  
COUNCIL CHAMBERS | CITY HALL

## AGENDA

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- INVOCATION:** COUNCIL MEMBER NETTIE DAVIS
- PLEDGE OF ALLEGIANCE:** COUNCIL MEMBER JANET GASTON
- CALL TO ORDER:** COUNCIL PRESIDENT LYNN BRYAN

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

### **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

### **PUBLIC AGENDA**

PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

## **ACTION AGENDA**

### **ROUTINE AGENDA**

2. IN THE MATTER OF APPROVAL OF MINUTES OF NOVEMBER 15, 2022, COUNCIL MEETING
3. IN THE MATTER OF BILL PAY **KH**
4. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
5. IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2023 **KH**
6. IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID # 2022-021PW – COURT STREET PARKING LOT IMPROVEMENTS **DL**
7. IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **TN**
8. IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID DEMOLITION INVOICE **TN**
9. IN THE MATTER OF REVIEW/APPROVE APPOINTMENT OF THOMAS WALKER TO THE TUPELO LICENSE COMMISSION **TN**
10. IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 BELLEDEER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.25) (TABLED AT SEPTEMBER 20, 2022 MEETING) **TN**
11. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES OF SEPTEMBER 12 AND OCTOBER 10, 2022 **DRB**
12. IN THE MATTER OF APPROVAL OF BID # 2022-047PD - 9 FORD EXPLORERS UPFITTED **JQ**
13. IN THE MATTER OF CVB BOARD MINUTES NOVEMBER 1, 2022 **NM**
14. IN THE MATTER OF CORONAVIRUS STATE AND LOCAL, FISCAL RECOVERY FUND GRANT AGREEMENT **NM**
15. IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF OCTOBER 17, 2022 **KK**
16. IN THE MATTER OF AWARD OF BID # 2022-044WL RIGHT OF WAY LINE CLEARANCE **JT**
17. IN THE MATTER OF AWARD OF BID # 2022-045WL AERIAL DEVICE **JT**

- [18.](#) IN THE MATTER OF AWARD OF BID # 2022-046WL DIRECTIONAL DRILLING UNIT & TRAILER **JT**
- [19.](#) IN THE MATTER OF ACCEPTANCE OF WPCRLF LOAN (SRF-C280885-08) **JT**
- [20.](#) IN THE MATTER OF TUPELO REDEVELOPMENT MINUTES FOR SEPTEMBER 29, OCTOBER 11, OCTOBER 27 AND NOVEMBER 3, 2022 **DB**

**(CLOSE REGULAR SESSION)**

**STUDY AGENDA**

**EXECUTIVE SESSION**

**ADJOURNMENT**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Tanner Newman, Director of Development Services  
**DATE** December 6, 2022  
**SUBJECT:** IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

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**Request:**

Public Hearing for properties on final lot mowing list. Preliminary list is attached. Final list will be provided prior to the meeting.

Preliminary Lot Mowing Report for 12/6/2022

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43571	113N0703000	1315 ERIN ST	MCFERRIN STACY G	P O BOX 2556	TUPELO, MS 38803	RS
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10							
11							
12							



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Missy Shelton, Council Clerk

**DATE:** November 21, 2022

**SUBJECT:** IN THE MATTER OF APPROVAL OF MINUTES OF NOVEMBER 15, 2022,  
COUNCIL MEETING

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**Request:**

For your approval pending legal review.

**REGULAR CITY COUNCIL MEETING**  
**MUNICIPAL MINUTES CITY OF TUPELO**  
**STATE OF MISSISSIPPI**  
**NOVEMBER 15, 2022**

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

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

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

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

**PUBLIC RECOGNITION**

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

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

**MAYOR'S REMARKS**

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

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

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

<u>Parcel</u>	<u>Location</u>
101D0123400	1301 LAWNDALE DR

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

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

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

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

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

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

**IN THE MATTER OF BILL PAY**

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

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

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

**IN THE MATTER OF BUDGET AMENDMENT #1 FOR FY 2023**

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

**IN THE MATTER OF CLOSING MTP PHASE VI BANK ACCOUNT**

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

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

Council Member Mims	AYE
Council Member Bryan	AYE



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

#### APPENDIX F

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

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

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

#### APPENDIX G

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

#### **IN THE MATTER OF ENGINEER RECOMMENDATION FOR ARC COOPER TIRE PROJECT**

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

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

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

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

This item was left on the table.

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

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

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

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

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

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

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

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

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

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

**EXECUTIVE SESSION**

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

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

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

**ADJOURNMENT**

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

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

\_\_\_\_\_  
Lynn Bryan, President  
City Council

ATTEST:

\_\_\_\_\_  
Missy Shelton, Clerk of the Council

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

\_\_\_\_\_  
Date



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO/City Clerk  
**DATE** December 6, 2022  
**SUBJECT:** IN THE MATTER OF BILL PAY **KH**

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**Request:**

For your approval.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

**DATE** December 6, 2022

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

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### **Request:**

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

### **ITEMS:**

Lee County Courier \$400.00 Happy Thanksgiving message from the City of Tupelo



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE:** December 6, 2022  
**SUBJECT:** IN THE MATTER OF BUDGET AMENDMENT #2 FOR FY 2023 **KH**

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**Request:**

Please review and approve amendment #2 and accept donation from Tupelo Sports Council.

**ITEMS:**

Amendment #2

**City of Tupelo**  
**Fy 2023 Budget Revision #2**

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

	Original Budget	Amendment	Amended Budget
<b>General Fund Revenues</b>			
Local Taxes	7,564,566		7,564,566
Licenses & Permits	1,190,500		1,190,500
Intergovernmental Revenues	31,157,493	835,964	31,993,457
Charges for Services	628,000		628,000
Fines & Forfeits	621,000		621,000
Interest Income & Misc. Revenues	534,260	165,000	699,260
Other Financing Resources	255,322		255,322
Unreserved Fund Balance	-	3,604,422	3,604,422
<b>Total General Fund Revenues</b>	<b><u>41,951,141</u></b>	<b><u>4,605,386</u></b>	<b><u>46,556,527</u></b>

Purpose: To budget for the proposed COLA increase of 4% (to be effective 1-1-2023)  
To budget for the 2022 excess revenue over expenditures to be transferred to the Capital and Infrastructure Fund.  
To accept a donation from the Sports Council.

**Expenditures:****City Council**

Personnel	303,337	1,004	304,341
Supplies	7,500		7,500
Other Services & Charges	204,150		204,150
Capital	-	-	-
<b>Total City Council</b>	<b><u>514,987</u></b>	<b><u>1,004</u></b>	<b><u>515,991</u></b>

Purpose:

**Executive Dept.**

Personnel	889,125	25,050	914,175
Supplies	30,000		30,000
Other Services & Charges	304,850		304,850
Capital	-	-	-
<b>Total Executive Dept.</b>	<b><u>1,223,975</u></b>	<b><u>25,050</u></b>	<b><u>1,249,025</u></b>

Purpose:

**City Court**

Personnel	943,143	30,424	973,567
Supplies	32,300		32,300
Other Services & Charges	109,154		109,154
Capital	-	-	-
<b>Total City Court</b>	<b><u>1,084,597</u></b>	<b><u>30,424</u></b>	<b><u>1,115,021</u></b>

Purpose:

	Original Budget	Amendment	Amended Budget
<b><u>Finance Department</u></b>			
Personnel	839,162	27,094	866,256
Supplies	27,150		27,150
Other Services & Charges	555,897		555,897
Capital	286,532	-	286,532
<b>Total Finance Department</b>	<b><u>1,708,741</u></b>	<b><u>27,094</u></b>	<b><u>1,735,835</u></b>

Purpose:

<b><u>CVB</u></b>			
Personnel	150,935	5,510	156,445
<b>Total CVB Expenditures</b>	<b><u>150,935</u></b>	<b><u>5,510</u></b>	<b><u>156,445</u></b>

Purpose:

<b><u>Human Resources</u></b>			
Personnel	328,957	10,052	339,009
Supplies	4,100		4,100
Other Services & Charges	126,900		126,900
Capital	-	-	-
<b>Total Human Resources</b>	<b><u>459,957</u></b>	<b><u>10,052</u></b>	<b><u>470,009</u></b>

Purpose:

<b><u>Development Services</u></b>			
Personnel	1,548,918	48,471	1,597,389
Supplies	51,500		51,500
Other Services & Charges	193,300		193,300
Capital	-	-	-
<b>Total Development Services</b>	<b><u>1,793,718</u></b>	<b><u>48,471</u></b>	<b><u>1,842,189</u></b>

Purpose:

<b><u>Police Dept</u></b>			
Personnel	9,518,269	305,972	9,824,241
Supplies	768,000		768,000
Other Services & Charges	1,761,019		1,761,019
Capital	513,068	-	513,068
<b>Total Police Dept.</b>	<b><u>12,560,356</u></b>	<b><u>305,972</u></b>	<b><u>12,866,328</u></b>

Purpose:

<b><u>Fire Dept</u></b>			
Personnel	6,768,174	214,843	6,983,017
Supplies	403,974		403,974
Other Services & Charges	284,600		284,600
Capital	10,000	-	10,000
<b>Total Fire Dept.</b>	<b><u>7,466,748</u></b>	<b><u>214,843</u></b>	<b><u>7,681,591</u></b>

Purpose:



	Original Budget	Amendment	Amended Budget
<b><u>Public Works</u></b>			
Personnel	3,102,454	92,217	3,194,671
Supplies	406,100		406,100
Other Services & Charges	2,255,390		2,255,390
Capital	<u>17,000</u>	-	<u>17,000</u>
<b>Total Public Works</b>	<b><u>5,780,944</u></b>	<b><u>92,217</u></b>	<b><u>5,873,161</u></b>
Purpose:			
<b><u>Parks &amp; Recreation</u></b>			
Personnel	2,175,831	62,081	2,237,912
Supplies	427,000	9,500	436,500
Other Services & Charges	1,109,533	45,000	1,154,533
Capital	<u>20,000</u>	<u>110,500</u>	<u>130,500</u>
<b>Total Parks &amp; Rec</b>	<b><u>3,732,364</u></b>	<b><u>227,081</u></b>	<b><u>3,959,445</u></b>
Purpose: To accept donation from the Sports Council to be used for supplies, services and capital in the amount of \$165,000..			
<b><u>Aquatics Facility</u></b>			
Personnel	465,684	9,029	474,713
Supplies	98,500		98,500
Other Services & Charges	462,000		462,000
Capital	<u>10,000</u>	-	<u>10,000</u>
<b>Total Aquatics Facility</b>	<b><u>1,036,184</u></b>	<b><u>9,029</u></b>	<b><u>1,045,213</u></b>
Purpose:			
<b><u>Museum</u></b>			
Personnel	140,577	4,217	144,794
Supplies	9,000		9,000
Other Services & Charges	40,100		40,100
Capital	<u>5,000</u>	-	<u>5,000</u>
<b>Total Museum</b>	<b><u>194,677</u></b>	<b><u>4,217</u></b>	<b><u>198,894</u></b>
Purpose:			
<b>Community Services</b>	<b><u>1,069,672</u></b>	<b>-</b>	<b><u>1,069,672</u></b>
Purpose:			
<b>Debt Service</b>	<b><u>325,480</u></b>	<b>-</b>	<b><u>325,480</u></b>
Purpose:			
<b>Other Financing Uses</b>	<b><u>2,693,219</u></b>	<b><u>3,604,422</u></b>	<b><u>6,297,641</u></b>
Purpose:			
<b>Reserves</b>	<b><u>154,587</u></b>	<b>-</b>	<b><u>154,587</u></b>
<b>Total General Fund Expenditures</b>	<b><u>41,951,141</u></b>	<b><u>4,605,386</u></b>	<b><u>46,556,527</u></b>

	Original Budget	Amendment	Amended Budget
<b>Fund 335</b>			
<b>Major Thoroughfare Fund Phase VII</b>			
<b>Revenues</b>			
Ad Valorem Taxes	5,466,904		5,466,904
Homestead	193,101		193,101
Interest & Miscellaneous Income	-	3,978	3,978
Unreserved Fund Balance	6,215,112	-	6,215,112
	<u>6,215,112</u>	<u>-</u>	<u>6,215,112</u>
<b>Total Revenues</b>	<b><u>11,875,117</u></b>	<b><u>3,978</u></b>	<b><u>11,879,095</u></b>
<b>Expenditures</b>			
Personnel Services	112,649	3,978	116,627
Other Services & Charges	2,780,653		2,780,653
Capital Outlay	8,981,815		8,981,815
Other Financing Uses	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>
<b>Total Expenditures</b>	<b><u>11,875,117</u></b>	<b><u>3,978</u></b>	<b><u>11,879,095</u></b>

**Purpose**      To budget for the increase for an cost-of-living increase of 4% for all full time employees and to reduce the anticipated increase of health insurance from a 10% increase to a 6.05 % increase.

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:** Don Lewis, COO

**DATE:** November 30, 2022

**SUBJECT:** IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID # 2022-021PW – COURT STREET PARKING LOT IMPROVEMENTS

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**Request:**

Please review the attached contract for ratification. There have been 2 change orders approved for this contract. The original contract price with Gregory Companies LLC, dba Murphree Paving was \$375,716.00.

**CONTRACT**

THIS AGREEMENT, made this the 10<sup>th</sup> day of June, 2022, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and Gregory Companies LLC, dba Murphyce Paving doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of "COURT STREET DOWNTOWN PARKING LOT IMPROVEMENTS" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within 30 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$375,716.00 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A. This Agreement
  - B. Instruction to Bidders
  - C. Signed Copy of Proposal Form and Bidder's Certificate
  - D. Executed Non-Collusion Form and Compliance Statements
  - E. Executed Bid Bond
  - F. Contract
  - G. Executed Performance and Payment Bond
  - H. NSPE General Conditions
  - I. Special Contract Provisions
  - J. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **FEBRUARY 2022**.
  - K. ADDENDA:
 

No. <u>0</u>	Dated	<u>N/A</u>
No. <u>    </u>	Dated	<u>    </u>
No. <u>    </u>	Dated	<u>    </u>
No. <u>    </u>	Dated	<u>    </u>
  - L. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
  - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
  - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:
- (\$ 375,716.00 ) Three hundred & Seventy-Five thousand,  
Seven hundred & sixteen dollars
- (not less than one hundred percent of Contract amount)

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

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

**CITY OF TUPELO / OWNER**

BY: Todd Jordan  
NAME: Todd Jordan  
TITLE: Mayor

ATTEST:

BY: Stephen N. Reed  
NAME: STEPHEN N. REED  
TITLE: Asst. City Attorney (SEAL)

**CONTRACTOR**

Gregory Companies LLC  
BY: Robert Moore  
NAME: Robert Moore  
TITLE: President

ATTEST:

BY: Rebecca Hayes  
NAME: Rebecca Hayes  
TITLE: CFO (SEAL)

**SECTION G**  
**PERFORMANCE & PAYMENT BOND**



**SECTION G**  
**PERFORMANCE AND PAYMENT BOND**

CONTRACT BOND FOR COURT STEET DOWNTOWN PARKING LOT IMPROVEMENTS; BID NO. 2022-012PW – CITY OF TUPELO, MISSISSIPPI

LOCATED IN THE COUNTY OF Lee, STATE OF MISSISSIPPI,

Know all men by these presents: that we, \_\_\_\_\_  
( Contractor )

( hereinafter "Principal" ), a Gregory Companies, LLC DBA Murphree Paving

residing at 1138 D L Collums Drive Tupelo , MS 38801 in the State of Mississippi

and Atlantic Specialty Insurance Company  
( Surety )

residing at 605 Highway 169 North Suite 800 Plymouth, MN 55441 in the State of Minnesota

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

Three Hundred Thousand Seventy Five Seven Hundred Sixteen and 00/100

( \$ 375,716.00 ) Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of 10th day of June A.D. 2022 hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by

the OWNER at the instance of any officer of the OWNER authorized in such cases, for double any amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Gregory Companies LLC, dba Murphree Paving  
(Contractors) Principal

Atlantic Specialty Insurance Company  
Surety

By   
Robert Moore


By   
(Signature) Attorney in Fact  
Stephen A. Vann

Address: 3280 Peachtree Rd NE, Suite 250

Atlanta, GA 30305

Title President  
(Contractor's Seal)

Adrian Epps  
(Printed) Mississippi Agent

  
(Signature) Mississippi Agent

Address: 3481 Bridgeforth Road

Olive Branch MS 38654

(Surety Seal)

105709

Mississippi Insurance ID Number

END OF SECTION



# Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Stephen A. Vann, Sarah C. Belcastro, Jodi L. Jennings, Mario Medina, Oana R Dimulescu**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

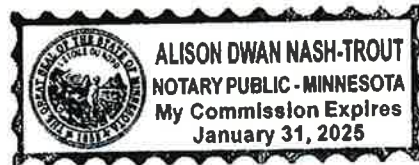
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of May, 2022



*Kara Barrow*  
Kara Barrow, Secretary

This Power of Attorney expires  
January 31, 2025



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE:** December 6, 2022

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING TN

---

**Request:**

Pursuant to Miss. Code Ann. 1972, § 21-19-11, review and approve final lot mowing list.

Preliminary Lot Mowing Report for 12/6/2022

Item # 7.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43571	113N0703000	1315 ERIN ST	MCFERRIN STACY G	P O BOX 2556	TUPELO, MS 38803	RS
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10							
11							
12							



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Tanner Newman, Director of Development Services  
**DATE:** December 6, 2022  
**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID DEMOLITION INVOICE 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:

**1641 Oakview Circle (PARCEL: 085N-21-012-00)**

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

**CITY OF TUPELO, MISSISSIPPI**

**LIENOR**

**VS.**

**CASE NO. 41770**

**ESTATE OF J.D. JOHNSON & BONNIE JOHNSON  
C/O DIANE JOHNSON ALLEN  
PO BOX 1  
NEWMAN, GA 39870**

**OWNER**

**GANESHA TAX INVESTMENTS, LLC  
ATTN: TINA RIVES  
4905 POPLAR SPRINGS DRIVE, SUITE B  
MERIDIAN, MS. 39305**

**JON J. MIMS  
COUNCIL FOR GANESHA TAX INVESTMENTS, LLC  
RAWLINGS & MACINNIS, P.A.  
P. O. BOX 1789  
MADISON, MS 39130**

**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 hearing to THE ESTATE OF J.D. JOHNSON & BONNIE JOHNSON, to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner(s):       The Estate of J. D. Johnson and Bonnie Johnson  
                                  1641Oakview Circle  
                                  Tupelo, MS 38804

                                  Ganesha Tax Investments, LLC  
                                  4905 Poplar Sprins Drive, Suite B  
                                  Meridian, MS 39305

Parcel # of Violation:     085N-21-012-00

Address of Violation:     1641 Oakview Circle, Tupelo, MS 38804

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/16/2022** following which the property referenced above was adjudicated to be a menace to the public health, safety, and welfare, 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 cleaned by cutting grass and weeds; filling cisterns; recurring abandoned or dilapidated buildings; removing rubbish, abandoned or dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, and other debris; and draining cesspools and standing water.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may 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 **12/06/2022**, determined that the actual cost to the municipality for cleaning the property was **\$1200.00**. The City of Tupelo, by and through its council, adjudicated a total assessment against the property of **\$1200.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment 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.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
LYNN BRYAN, Council President

ATTEST:

\_\_\_\_\_  
MISSY SHELTON, Clerk of the Council

APPROVED:

\_\_\_\_\_  
TODD JORDAN, Mayor

\_\_\_\_\_  
Date





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** December 6, 2022

**SUBJECT:** IN THE MATTER OF REVIEW/APPROVE APPOINTMENT OF THOMAS WALKER TO THE TUPELO LICENSE COMMISSION TN

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**Request:**

Review and approve Mayor's appointment of Thomas Walker to a four year term as the Certified Fire Safety Code representative on the Tupelo License Commission effective December 6, 2022.



- Seeing to the day-to-day operations of the luka Fire Department

May 1983 to March 1995      Ripley Industries, Inc.      luka, MS

**Quality Control**

- Inspect in-processes of the manufacturing of products
- Inspect in-coming materials for compliance
- Keep inspection paperwork filed

March 1978 to May 1983      McBride's Garden Center      luka, MS

**General laborer**

- Counter sales
- General landscaping
- Upkeep and care of greenhouse plants

**Education**

1971-1982  
luka High School  
High School Diploma

**Certifications**

Sept. 2008      Community Development Foundation      Tupelo, MS

**Community Leadership Institute**

April 17, 2008      FEMA      Washington, D.C.

**Emergency Support Function #4**

- 8 hours

March 11-14, 2008      MSU Extension Service      Starkville, MS

**2008 Governor's Homeland Security Conference**

- 24 Hours

March 1-3, 2007      North MS Emergency Medical Authority      Tupelo, MS

**EMT Refresher**

- 24 Hours

Sept. 26, 2007      FEMA      Washington, D.C.

**NIMS/ICS 701**

- 5 Hours

May 31, 2007 MSU Extension Service Starkville, MS  
**NIMS/ICS 400**

- 8 Hours

Jan. 24, 2007 MSU Extension Service Starkville, MS  
**NIMS/ICS 300**

- 8 Hours

Sept. 6, 2006 FEMA Washington, D.C.  
**Introduction to the Incident Command System (ICS 100)**

- 3 Hours

June 13, 2006 FEMA Washington, D.C.  
**NIMS Resource Management (IS-00703)**

- 4 Hours

June 7, 2006 FEMA Washington, D.C.  
**NIMS, An Introduction (IS-00700)**

- 3 Hours

June 7, 2006 FEMA Washington, D.C.  
**National Response Plan (IS-00800)**

- 3 Hours

Sept. 22, 2005 Itawamba Community College Tupelo Campus  
**What Matters Most**

- 8 Hours

Sept. 15, 2005 Int. Assoc. of Arson Investigators Crofton, MD  
**MagneTek: A Case Study in the Daubert Challenge**

- 4 Hours

August 29, 2005 Itawamba Community College Tupelo Campus  
**Seven Habits of Highly Effective People**

- 24 Hours

June 27, 2005 MS State Fire Academy Pearl, MS

**NIMS-Incident Command for the Fire Service**

- 16 Hours

March 13-16, 2005      MSU Extension Service      Starkville, MS

**Annual MS Governor's Emergency Responder Conference**

- 24 Hours

Sept. 27-30, 2004      National Assoc, of Fire Investigators      Sarasota, FL

**Certified Vehicle Fire Investigator**

- 40 Hours

June 16, 2004      Michigan State University      East Lansing, MI

**Incident Management System-Awareness/Refresher**

- 2 Hours

June 6, 2004      Michigan State University      East Lansing, MI

**Hazardous Materials Response-Awareness Level**

- 2 Hours

June 6, 2004      Michigan State University      East Lansing, MI

**Emergency Response Planning**

- 2 Hours

June 6, 2004      Michigan State University      East Lansing, MI

**Evacuation Coordinator**

- 2 Hours

March 10-12, 2004      MS Fire Investigator's Assoc.      Lucedale, MS

**2004 Spring Fire and Arson Seminar**

- 20 Hours

April 23-25, 2003      MS Fire Investigator's Assoc.      Lucedale, MS

**2003 Spring Fire and Arson Seminar**

- 20 Hours

Dec. 22, 2002      Tupelo Fire Department      Tupelo, MS

**Hazardous Materials Technician II**

- 45 Hours

Dec. 16, 2002                      Tupelo Fire Department                      Tupelo, MS

**Hazardous Materials Technician I**

- 45 Hours

June 12-14, 2002                      MS Fire Investigator's Assoc.                      Lucedale, MS

**2002 Spring Fire and Arson Seminar**

- 20 Hours

June 12, 2002                      Tupelo Fire Department                      Tupelo, MS

**Hazardous Materials Technician Incident Command**

- 40 Hours

March 16, 2002                      North MS EMS Authority                      Tupelo, MS

**EMT Basic Refresher**

- 24 Hours

Jan. 30, 2002                      NHTSA                      [ City, State ]

**Child Passenger Safety Technician**

- 40 Hours

Nov. 13-14, 2001                      MS EMS                      Jackson, MS

**Governor's Domestic Preparedness Summit**

- 16 Hours

Dec. 11, 2001                      MS State Fire Academy                      Pearl, MS

**Emergency Response to Terrorism: Company Officer**

- 16 Hours

Nov. 7-9, 2001                      MS Fire Investigator's Assoc.                      Lucedale, MS

**2001 Fall Fire and Arson Seminar**

- 18 Hours

Oct. 24, 2001                      MS State Fire Academy                      Pearl, MS

**Emergency Response to Terrorism: Basic Concepts**

- 16 Hours

March 20-23, 2001      New Mexico Tech      Socorro, NM  
**Incident Response to Terrorist Bombings Training Course**

- 32 Hours

April 4, 2001      MS State Fire Academy      Pearl, MS  
**Fire Service Instructor 1041-I**

- 80 Hours

Nov. 1-3, 2000      MS Fire Investigator's Assoc.      Lucedale, MS  
**2000 Fall Fire and Arson Seminar**

- 20 Hours

Sept. 28, 2000      Dive Rescue International Colorado Springs, CO  
**Public Safety Diver**

- 40 Hours

Sept. 28, 2000      Dive Rescue International Colorado Springs, CO  
**Dive Rescue I**

- 32 Hours

July 10, 2000      Nat. Assoc, Fire Investigators      Sarasota, FL  
**Certified Fire and Explosion Investigator**

- 120 Hours

April 12-14, 2000      MS Fire Investigator's Assoc.      Lucedale, MS  
**2000 Spring Fire and Arson Seminar**

- 20 Hours

Feb. 19, 2000      Itawamba Community College      Tupelo Campus  
**EMT**

- 120 Hours

March 24, 2000      Nat. Fire Protection Assoc.      Quincy, MA  
**Fire Inspector I**

- 40 Hours

Aug. 27, 1999	MS State Fire Academy	Pearl, MS
	<b>Fire Inspector 1031-I</b>	
	• 40 Hours	
July 23, 1999	MS State Fire Academy	Pearl, MS
	<b>Fire Investigator 1033</b>	
	• 80 Hours	
June 10, 1999	Factory Mutual Systems	Atlanta, GA
	<b>Maintaining Fire Protection Equipment</b>	
	• 7 Hours	
March 25-27, 1999	Int. Assoc. of Arson Investigators	Crofton, MD
	<b>Investigation of Electrical Appliance Related Fires</b>	
	• 20 Hours	
June 15, 1998	North MS Medical Center	Tupelo, MS
	<b>Aeromedical Utilization and Ground Safety Course</b>	
	• 1 Hour	
Nov. 19, 1997	North MS EMS	Tupelo, MS
	<b>AED and Stroke Workshop</b>	
	• 3 Hours	
Nov. 4, 1997	North MS EMS	Tupelo, MS
	<b>AED Course</b>	
	• 4 Hours	
March 29, 1996	MS State Fire Academy	Pearl, MS
	<b>Firefighter 1001-I-II</b>	
	• 208 Hours	
March 22, 1996	MS State Fire Academy	Pearl, MS
	<b>IRHMI: Concept Implementation</b>	
	• 16 Hours	
March 20, 1996	MS State Fire Academy	Pearl, MS



**IRHMI: Basic Concepts**

- 16 Hours

Dec. 8, 1994                      MS State Fire Academy                      Pearl, MS

**Arson Investigator In-Service**

- 6 Hours

July 29, 1993                      MS State Fire Academy                      Pearl, MS

**Arson Investigator In-Service**

- 6 Hours

Feb 22-26, 1993                      MS State Fire Academy                      Pearl, MS

**County Arson Investigator**

- 40 Hours

July 20, 1991                      MS State Fire Academy                      Pearl, MS

**State Volunteer Certification**

- 38 Hours

Oct. 16, 1986                      MS State Fire Academy                      Pearl, MS

**Auto Extrication**

- 3 Hours

**Professional memberships**

Member of MS Fire Chiefs Assoc.

Member of International Fire Chiefs Assoc.

Member of National Association of Fire Investigators

Member of International Association of Arson Investigators

Member of MS Fire Investigators

Member on National Fire Protection Association

**References**

References available on request

**Volunteer experience**

Member of Midway Volunteer Fire Department 1983-1998

**Awards received** Outstanding Young Men of America 1996



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Tanner Newman, Director of Development Services

**DATE** Nov. 15, 2022

**SUBJECT:** IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 BELLEDEER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.25) TN

---

**CITY COUNCIL MOVED ITEM (TA22-03) FROM STUDY AGENDA TO ACTION AGENDA AT SEPT. 6, 2022 MEETING. ITEM WAS TABLED AT SEPT. 20, 2022 MEETING.**

**Request:**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, City Engineer

**DATE** NOVEMBER 15, 2022

**SUBJECT:** IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES OF SEPTEMBER 12 AND OCTOBER 10, 2022 **DRB**

---

**Request: DRB**

See attached minutes from September 12, and October 12, 2022 Major Thoroughfare Meeting



## Tupelo Major Thoroughfare Program Minutes September 12, 2022

Members present: Terry Bullard, C W Jackson, George Jones, Ernie Joyner, Stuart Johnson, Charlotte Loden, John Milstead, Greg Pirkle, Ted Roach, Drew Robertson, and Dan Rupert.

Members not present: Bill Cleveland, Robin Haire, Raphael Henry, and Danny Riley.

Others present: Rosalind Barr, Dennis Bonds, Scott Costello, Janet Gaston, Kim Hana, Tyler Hathcock, Don Lewis, Caleb McCluskey, Tanner Newman, Renee Newton, Buddy Palmer, Lucia Randle, Jenny Savely, Johnny Timmons, and Chuck Williams.

Chairman Pirkle called meeting to order.

Renee Newton called roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the August 8, 2022, Major Thoroughfare Program regular meeting. Correction request to minutes to change Terry Bullard from absent to present submitted. Dan Rupert made motion to accept minutes with correction. Charlotte Loden seconded the motion. Minutes were approved unanimously by Committee.

Kim Hann reviewed the Major Thoroughfare Phase VI Budget Report for the month ending August 31, 2022. Beginning cash balance was \$1,031,678. Total Revenue from Interest Earned was \$55. No Expenditures recorded for August. Ending cash balance for Phase VI Budget was \$1,031,733.

Mrs. Hanna also reviewed the Major Thoroughfare Phase VII Budget Report for the month ending August 31, 2022. Beginning Cash Balance was \$4,146,439. Total Revenue from Property Tax and Interest Earned was \$93,391. Total Expenditures for August were \$8,291 for Personnel Cost. Ending cash balance for Phase VII was \$4,231,339.

Dennis Bonds reviewed updates on the current projects.

### **W JACKSON STREET (CLAYTON TO MADISON)**

Final payment to be issued upon final review.

### **EASON BLVD (S VETERANS TO BRIAR RIDGE)**

Clearing and widening is going well. Drainage boxes, pipe, and rock installed almost to White Hill Church. Projected completion date in March 2023. Should be 75% complete by start of winter shut down.

### **W JACKSON ST (N THOMAS ST TO LUMPKIN)**

Outreach to property owners continues for right-of-way requests. Contact attempted by mail and phone.

**MDOT NEWS**

MDOT Partner Project at McCullough/Hwy 45/Hilda Ave - MDOT requests to attend MTP October meeting for project update.

Greg Pirkle asked for questions and/or concerns about proposed projects for the remainder of Phase VII. A recap of estimates for projects was given. W Jackson St from N Thomas St to Lumpkin Ave is estimated at \$4.8 million, E Jackson St from N Madison St to N Front St is estimated at \$7.1 million, and N Veterans Memorial Blvd from E Main St to Hamm St is estimated at \$1.6 million. Kim Hanna advised the Committee that those estimates are two (2) years old, and prices have gone up. She warned members to be prepared for sticker shock when construction costs are submitted.

**New Business**

Dennis Bonds informed the Committee of the work being done for the City to submit applications for the Railroad Crossing Elimination Grant and the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Grant. Part of the plan is an overpass bridge on Eason Blvd over the KCS track between Hwy 45 and S Green St.

Dennis Bonds also gave an update on the Main Street redesign. Multiple accidents have occurred with vehicles trying to turn onto Main St from side streets and site lines are impaired by on street parking. Plans include bulb outs at intersections along E Main St between Elizabeth St and the KSC track at Front St and long parking bays for on street parking. The estimated cost of the project is \$531,004. Discussion was held about MTP contributing funds to the project. Greg Pirkle explained that MTP did not contribute to the narrowing of E Main St when the current design was constructed. MTP funds were used east of Hwy 45. Committee requested more information about the project be provided.

Dennis Bonds asked for discussion about the improvement of W Jackson St from Clayton Ave to Joyner Ave. This portion of W Jackson was not included in Phase VII as it was to be a City and Neighborhood Development Corporation (NDC) improvement project with the creation of a boulevard. NDC has decided a boulevard is not wanted in that area, and the City would like MTP to fund improvements in this area in Phase VII. Greg Pirkle asked the Committee to think about this request and be prepared to discuss at the October MTP meeting.

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



Chairman Greg Pirkle



Recorded by Renee Newton



## Tupelo Major Thoroughfare Program Minutes October 10, 2022

Members present: Terry Bullard, Bill Cleveland, Robin Haire, Raphael Henry, George Jones, Ernie Joyner, Jon Milstead, Greg Pirkle, Danny Riley, Ted Roach, Drew Robertson, and Dan Rupert.

Members not present: C W Jackson, Stuart Johnson, and Charlotte Loden.

Others present: Dennis Bonds, Scott Costello, Don Lewis, Caleb McCluskey, Neil McCoy, Tanner Newman, Renee Newton, Johnny Timmons, John White, and Chuck Williams.

Chairman Pirkle called meeting to order.

Renee Newton called roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the September 12, 2022, Major Thoroughfare Program regular meeting. Correction request to minutes to change “Danny Riley made motion to accept minutes” to “Dan Rupert made motion to accept minutes”. Terry Bullard made motion to accept minutes with correction. Dan Rupert seconded the motion. Minutes were approved unanimously by Committee.

No financial report presented for month ending September 30, 2022. Year end and Phase VI closeout report to be presented at November meeting.

Dennis Bonds reviewed updates on the current projects.

### **MAINTENANCE WORK**

No current projects

### **W JACKSON STREET (CLAYTON TO MADISON)**

Final pay request is being reviewed by ESI. Final payment to be issued as soon as possible.

### **EASON BLVD (S VETERANS TO BRIAR RIDGE)**

Widening along the north side of project is approximately 75% complete. Contractor has begun working on the south side. Project should be substantially complete by end of this year.

### **W JACKSON ST (N THOMAS ST TO LUMPKIN)**

Outreach to property owners continues for right-of-way requests. Few responses have been received. Mr. Bonds asked Committee members for assistance reaching out to property owners.

### **N VETERANS MEMORIAL BLVD (E MAIN ST TO HAMM ST)**

Design work has been completed by ESI.

### **E JACKSON ST (N MADISON TO N FRONT ST)**

Design work almost complete. Working on sections for Glenwood Cemetery retaining wall.

MDOT Partner Project at McCullough/Hwy 45/Hilda Ave - MDOT representatives have requested to be on the November MTP Agenda to share their concept plan.

Belden to Mt Vernon overlay on McCullough Blvd job bid on July 27; expect work to begin soon.

**OTHER**

Dennis Bonds informed the Committee the Tupelo Grade Crossing Elimination grant application was submitted today. The CRISI grant request for quiet zone crossing improvements should be submitted by December 1.

Chairman Pirkle reviewed current and proposed Jackson Street projects to open discussion on including the section of W Jackson St between Clayton Ave and Joyner Ave. This portion was not included in MTP proposed projects for W Jackson St due to the understanding that the Neighborhood Development Corporation planned for a boulevard in the Jackson West Neighborhood improvements. NDC no longer plans to construct a boulevard and the City would like MTP to consider including this portion of W Jackson St to Phase VII projects. Ernie Joyner stated this section would be the only two lane section of Jackson St after current MTP projects are completed if it is not added as an MTP project. Committee also discussed this project as an option if the right-of-way acquisition between Thomas St and Lumpkin is not able to be finalized for Phase VII. The addition of this project would require public approval to amend Phase VII project list.

Dennis Bonds opened discussion of improvements along E Main St from Elizabeth St to the railroad at Front St. Parking and traffic entering onto Main St from side streets have caused a safety issue. Tupelo Police have responded to eighteen traffic accidents in this area in the past twelve months. Greg Pirkle stated this project is not currently included in the overlay/maintenance budget, but it is a MTP road. ESI presented estimated construction cost of \$758,807.65. Chairman Pirkle asked for a recommendation from the Committee.

Motion to recommend the use of Major Thoroughfare funds for safety improvements to E Main St from Elizabeth St to the railroad at Front St was made by Dan Rupert. Terry Bullard seconded the motion. Motion approved unanimously by Committee.

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

  
\_\_\_\_\_  
Chairman Greg Pirkle

  
\_\_\_\_\_  
Recorded by Renee Newton





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** John Quaka, Chief  
**DATE:** November 29, 2022  
**SUBJECT:** IN THE MATTER OF BID # 2022-047PD JQ

---

### Request:

Please accept this letter of request to accept bid number 2022-047PD. This is for the purchase of 9 up fitted Ford Explorer Police Vehicles from Cannon Motor in the amount of \$475,000.00.

## City of Tupelo- Nine (9) Explorer Police Units

### (8) Police Cruisers and (1) K-9 Unit

Lot Specification  
Lot Start Date / Time Nov 28, 2022 11:00 AM US/Central  
Lot End Date / Time Nov 28, 2022 11:30 AM US/Central  
Lot Duration 00:30 [hh:mm]



### Nine (9) Ford Explorer Police Units

Company	Bid Amount	Bidding Date / Time
Cannon Motors	\$ 440,000.00 USD	Nov 28, 2022 11:01:58 AM US/Central

### Delivery Lead Time - (Number of Days)

Company	Bid Amount	Bidding Date / Time
Cannon Motors	5 Days	Nov 28, 2022 11:01:58 AM US/Central





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Director  
**DATE** November 30, 2022  
**SUBJECT:** IN THE MATTER OF CVB BOARD MINS. NOVEMBER 1, 2022 NM

---

**Request:**

Review October Board Mins.



Tupelo Convention & Visitors Bureau Board Meeting  
Tuesday, November 1, 2022

The Tupelo Convention & Visitors Bureau met Tuesday, November 1, 2022, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Stephanie Browning, Dimple Patel, Louis Britton and Chauncey Godwin. Steven Blaylock and Leslie Nabors joined the meeting by phone. Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee and Stephanie Moody-Coomer. Mayor Todd Jordan, Don Lewis, Kim Hanna and Nettie Davis represented the City of Tupelo.

Neal McCoy called the meeting to order at 2 p.m.

Louis Britton moved for approval of the agenda, Steven Blaylock seconded the motion. All voting aye, the motion carried.

The meeting went into executive session to discuss personnel issues. Chauncey Godwin made the motion to come out of executive session and Stephanie Browning seconded the motion. All voting aye, the motion carried. No decisions were made in executive session.

Dimple Patel moved for approval of the minutes from the board meeting held in September 2022. Stephanie Browning seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial reports for year-end of FY '22 and the first month of FY '23.

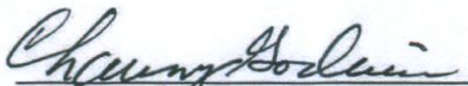
Jan Pannell, Jennie Bradford Curlee and Stephanie Coomer presented staff reports.

Louis Britton made the motion to commit \$1.3 million from the CVB's reserve account to fund Phase 1 of the Pickleball Facility project including addition of 12 outdoor pickleball courts with fencing, wind barriers, security measures, lighting, and the addition of a parking lot. Stephanie Browning seconded the motion. All voting aye, the motion carried.

Stephanie Browning moved, Dimple Patel seconded the expenditure of \$36,000 out of the destination development line item to buy new lockers for the Tupelo Aquatic Center. All voting aye, the motion carried.

The meeting adjourned at 3:02 p.m.

Submitted by:

  
Chauncey Godwin, Secretary

  
Neal McCoy, Executive Director



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Director  
**DATE** November 30, 2022  
**SUBJECT:** IN THE MATTER OF CORONAVIRUS STATE AND LOCAL, FISCAL RECOVERY FUND GRANT AGREEMENT NM

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**Request:**

Review & Approve for eligible for ARPA funds.

CORONAVIRUS STATE AND  
LOCAL FISCAL  
RECOVERY FUND  
GRANT AGREEMENT AND  
TERMS AND CONDITIONS

August 5, 2022

### *About This Document*

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to organizations from the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program established within the American Rescue Plan Act (“ARPA”).

These requirements are in addition to those that can be found within the grant management system maintained by the State of Mississippi. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.



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# 1 Grant Agreement Requirements and Conditions

## 1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

## 1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

## 1.3 Grant Acceptance

The notice of subrecipient grant award remains an offer until the fully executed copy of this Grant Agreement is received by the Mississippi Department of Finance & Administration (DFA).

## 1.4 Project Period

Funding has been authorized for eligible expenditures incurred on or after March 3, 2021 and obligated by December 31, 2024. The specific performance period for this grant is listed in the Federal Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program guidance. All expenditures must be incurred, and all services must be received within the performance period. DFA will not be obligated to fund expenses incurred after the performance period. For a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment funds need not be made during that period (though it is expected to take place within 90 days of a cost being incurred).

## 1.5 General Responsibility

By accepting the award, eligible grantees agree to the following:

- 1) Determine that each project undertaken is an eligible use of SLFRF funding and responds to the COVID-19 public health emergency or its negative economic impacts;
- 2) Perform the activities promised in the marketing plans submitted to DFA;
- 3) Exercise proper stewardship of all federal funds;
- 4) Comply with regulatory and programmatic requirements, as more fully discussed below;
- 5) Report all required information to DFA. Program reports, cash reports, expenditure reports and performance reports will be required and will be specified in grant documents;
- 6) Provide documentation substantiating appropriate expenditure of all advances received;
- 7) Restrict the use of SLFRF award funds by not depositing SLFRF funds into a pension fund or using SLFRF funds to offset a reduction in net tax revenue resulting from the recipient's change in law, regulation, or administrative interpretation; and

- 8) Restrict the use of SLFRF award funds by not using SLFRF funds to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund.

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts. In general, to identify eligible uses of funds, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted. However, note that the guidance maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible.

The SLFRF Program statutes and related guidance provide additional guidance on the permissible use of grant funds and may be accessed through this link: [SLFRF-Final-Rule-Overview.pdf \(treasury.gov\)](#). Further guidance and FAQs for SLFRF funds can be found at [SLFRF-Final-Rule-FAQ.pdf \(treasury.gov\)](#).

The grantee certifies compliance with these eligible expenses by executing the SLFRF Eligibility Certification Form in Exhibit A, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with DFA administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

#### *1.6 Amendments and Changes to the Grant Agreement*

DFA and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, de-obligating awarded funds or changing grant officials. The grantee has no right or entitlement to reimbursement with grant funds.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in the grant management system (GMS) to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

#### *1.7 Public Records*

Notwithstanding any provision to the contrary contained herein, the grantee acknowledges that DFA is a component of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Section 25-61-1, et seq. The grantee acknowledges that DFA will comply with the Act as required. If a public records request is made for any information provided to DFA in connection with this Grant Agreement, DFA shall follow the provisions of Miss. Code Ann. Section 25-61-1, et seq., and any other

relevant provisions of state law in disclosing the requested information.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to DFA, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to DFA or State of Mississippi. The grantee will cooperate with DFA in the production of documents or information responsive to a request for information.

### *1.8 Remedies for Non-Compliance*

If DFA determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, DFA, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by DFA;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by DFA until repayment to DFA is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of DFA;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless DFA expressly authorizes them in the notice of suspension or termination or subsequently.

DFA, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

### *1.9 False Statements by Grantee*

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then DFA may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue

other remedies available to DFA under this grant agreement and applicable law. False statements or claims made in connection with DFA grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

#### *1.10 Conflict of Interest Safeguards*

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

#### *1.11 Fraud, Waste, and Abuse*

The grantee understands that Office of Governor does not tolerate any type of fraud, waste, or misuse of funds received from DFA. DFA's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, DFA policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from DFA that is made against the grantee, the grantee is required to immediately notify DFA of said allegation or finding and to continue to inform DFA of the status of any such on-going, investigations. The grantee must also promptly refer to DFA any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify DFA in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify DFA in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to DFA.

#### *1.12 Termination of the Agreement*

DFA may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against DFA, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, DFA may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

DFA and grantee may mutually agree to terminate this Grant Agreement. DFA in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by DFA, grantee shall continue to be obligated to DFA for

the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, DFA's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by DFA in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination expiration.

### *1.13 Indemnification*

To the fullest extent allowed by law, the grantee shall indemnify, defend, save and hold harmless, protect, and exonerate the DFA, its governance, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the grantee and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, the grantee may be allowed to control the defense of any such claim, suit, etc. In the event the grantee defends said claim, suit, etc., the grantee shall use legal counsel acceptable to the State. The grantee shall be solely responsible for all costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense.

The grantee shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold. The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by DFA as an agency of the State of Mississippi, its officers, regents, employees, agents, or contractors or the State of Mississippi of any privileges, rights, defenses, remedies, or immunities from suit and liability that DFA or the State of Mississippi may have by operation of law.

### *1.14 Applicable Law*

This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of said State. The grantee shall comply with applicable federal, state, and local laws and regulations.

Grantee and DFA representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by DFA, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

### *1.15 Liability for Taxes*

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. DFA and/or the State of Mississippi shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of DFA.

### *1.16 System for Award Management (SAM) Requirements*

- a. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current

registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- b. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking SAM before doing/renewing business with that vendor.
- c. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Mississippi statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

#### *1.17 No Obligation by Federal Government*

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

#### *1.18 Notice*

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

#### *1.19 Force Majeure*

Neither the grantee nor DFA shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

#### *1.20 Severability*

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

#### *1.21 E-Verify*

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within



Mississippi; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

### *1.22 Compliance with Federal Law, Regulations, and Executive Orders*

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives. However, SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

### *1.23 Civil Rights Compliance*

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that non-tribal recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

### *1.24 Clean Air Act*

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to DFA and understands and agrees that DFA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### *1.25 Federal Water Pollution Control Act*

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to DFA and understands and agrees that DFA will, in turn, report

each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

#### 1.26 *Suspension and Debarment*

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are not excluded (defined at 2 C.F.R. Sec. 180.940) or not disqualified (defined at 2 C.F.R. Sec. 180.935).
- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by DFA. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to DFA, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

#### 1.27 *Terminated Contracts*

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

## **2 Property and Procurement Requirements**

### 2.1 *Property Management and Inventory*

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by DFA. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to DFA upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or DFA, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget

and the final Financial Status Report and shall be available to DFA at all times upon request.

- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

## 2.2 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

Grantees may use award funds to enter into contracts to procure goods and services necessary to implement one or more of the eligible purposes outlined in sections 602(c) and 603(c) of the Act and Treasury's Interim Final Rule. As such, grantees are expected to have procurement policies and procedures in place that comply with the procurement standards outlined in the Uniform Guidance.

Specifically, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds and comply with 2 CFR §§ 200.321, 200.322, and 200.323. States must also ensure that every contract includes the applicable contract clauses required by 2 CFR § 200.327. All other entities under the program, including subrecipients of a State, must follow the procurement standards in 2 CFR §§ 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR § 200.320.

## 2.3 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts under Federal Awards.

# 3 Audit and Records Requirements

## 3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), DFA, and the State Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, DFA, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement. SLFRF recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for passthrough entities. Your organization is deemed to be receiving a subaward of SLFRF funds and is therefore a subrecipient. Each subrecipient's risk of noncompliance will need to be evaluated based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Accordingly, your organization should develop written

policies and procedures to allow for subrecipient monitoring and risk assessment.

### 3.2 *Single Audit Requirements*

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

### 3.3 *Requirement to Address Audit Findings*

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to DFA a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of DFA.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, DFA or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by DFA within the time period specified by DFA and to the satisfaction of DFA, at the sole cost of the grantee. The grantee shall provide to Office of Governor periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

### 3.4 *Records Retention*

- a. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from DFA under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- b. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
  1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective or the submission of the final expenditure report; and also through the completion of any litigation, dispute, or audit.
  2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
  3. DFA may direct a grantee to retain documents for longer periods of time or to transfer certain records to DFA or federal custody when it is determined that the records possess long term retention value.

## 4 **Prohibited and Regulated Activities and Expenditures**

### 4.1 *Prohibited Costs*

- a. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.

- b. Damages covered by insurance.
- c. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- d. Reimbursement to donors for donated items or services.
- e. Severance pay.
- f. Legal settlements.
- g. Costs associated with writing the initial proposal materials to DFA.
- h. Transportation.
- i. Entertainment.
- j. Land acquisition
- k. Permanent renovations not required to maintain licensing requirements and capital improvements, other than certain equipment.
- l. Stationary playground equipment.
- m. Travel.

#### 4.2 *Political Activities*

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- a. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- b. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- c. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- d. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- e. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person

to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit B. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## 5 Financial Requirements

### 5.1 *Payments and Required Documentation*

All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through the GMS portal provided by DFA, using instructions provided in the portal.

All documentation for expenditures paid during the project period must be submitted to DFA on or before the grant liquidation date.

### 5.2 *Financial Reporting*

Financial reports must be submitted to DFA on at least a quarterly basis and not more often than a monthly basis, via GMS.

The final financial report must be submitted to DFA on or before the grant liquidation date or the grant funds may lapse and DFA will provide them as grants to other eligible jurisdictions.

### 5.3 *Reimbursements*

DFA has wide discretion in funding those costs which it best determines to meet the purpose of this grant, based on budgeted amounts submitted in each grantee's proposal. DFA is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

### 5.4 *Refunds and Deductions*

If DFA determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return the amount identified by Office of Governor as an overpayment. The grantee shall refund any overpayment within thirty (30) calendar days of the receipt of the notice of the overpayment from DFA unless an alternate payment plan is specified by DFA. Refunds shall be remitted to: Mississippi Department of Finance and Administration, Attn: Reginald Welch, Deputy Executive Director, P.O. Box 267, Jackson, MS 39205.

### 5.5 *Recapture of Funds*

The discretionary right of DFA to terminate for convenience under Section 1.13 notwithstanding, DFA shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by DFA: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

### 5.6 *Liquidation Period*

Unless specifically set aside, grant funds will liquidate 90 calendar days following the project period end date, which is December 31, 2024. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to DFA.

### 5.7 *Project Close Out*

DFA will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that DFA paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

**[EXHIBITS AND SIGNATURE PAGES FOLLOW]**

**EXHIBIT A – CORONAVIRUS STATE AND LOCAL FISCAL RELIEF FUNDS ELIGIBILITY CERTIFICATION**

I, Stephanie Coomer, am the Deputy Director of City of Tupelo Convention and Visitors Bureau ("Grantee"), and I certify that:

1. I have the authority on behalf of the Grantee to request grant payments from the State of Mississippi ("State") for federal funds appropriated pursuant to the American Rescue Plan Act (ARPA), which was signed into law and established the Federal Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program.
2. I understand that the State will rely on this certification as a material representation in making grant payments to the Grantee.
3. I acknowledge that the Grantee should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with ARPA and the SLFRF Program.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Mississippi Department of Finance & Administration, and the Mississippi State Auditor's Office, or designees.
5. I acknowledge that the Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if the Grantee has not used funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States federal government.
8. I acknowledge that the Grantee's proposed uses of the funds provided as grant payments from the State by federal appropriation will be used only to cover those costs that are allowable under SLFRF, as further described in Section 1.5 of this Grant Agreement.

By: Stephanie Coomer

Authorized Signature: Stephanie Coomer

Title: Deputy Director

Date: 11/14/22



**EXHIBIT B - CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Stephanie Coomer, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, Stephanie Coomer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: Stephanie Coomer

Authorized Signature: Stephanie Coomer

Title: Deputy Director

Date: 11/14/22

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

DMC Coronavirus State and Local Fiscal Relief Funds Eligibility Certification, hereinafter referred to as "Exhibit A"

DMC Certification Regarding Lobbying, hereinafter referred to as "Exhibit B"

DMC Coronavirus State and Local Fiscal Relief Funds Letter

**Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.**

By: Stephanie Coomer

Authorized Signature: Stephanie Coomer

Title: Deputy Director

Date: 11/14/22



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Kevan Kirkpatrick, Director Cadence Bank Arena

**DATE:** November 30, 2022

**SUBJECT:** IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF OCTOBER 17, 2022 **KK**

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**Request:**

PLEASE REVIEW AND ACCEPT MINUTES OF OCTOBER 17, 2022



**CADENCE BANK**  
Arena & Conference Center

Tupelo Coliseum Commission  
Regular Meeting Minutes  
October 17, 2022

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, October, 17 2022 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden  
Vice-Chair Neal McCoy  
Commissioner- Jessica Hollinger  
Commissioner- Nat Grubbs  
Commissioner- Darrell Marecle  
Commission Secretary-Cindy Murphy

Representatives of the City of Tupelo Present:  
Kevan Kirkpatrick –Executive Director -Cadence Bank Arena and Conference Center  
Kim Hanna- CFO  
Rosiland Barr- Assistant CFO

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

**Approval of Minutes from September 26, 2022 Regular Meeting Minutes & Approval of Minutes from September 29, 2022 Special Called Minutes**

Vice-Chair Neal McCoy made a motion to approve the minutes from September 2022 as written seconded by Commissioner Nat Grubbs. All commission members voting aye, the motion passed.

**Financial Report**

Kim Hanna discussed the financial report.

**New Business**

Cook's Pest Control contract was discussed for our new pest control service company. Vice-Chair Neal McCoy made a motion to approve the contract and seconded by Commission Secretary Cindy Murphy. All commission members voting aye, the motion passed.

**Director's Report**

Kevan updated us on the following projects; Concourse Floors, Chiller, Ice Plant and officially changing our name to Cadence Bank Arena and Conference Center.



**CADENCE BANK**  
Arena & Conference Center

Kevan gave an update on our upcoming events. We have Sesame Street Live on November 6<sup>th</sup>, Travis Tritt on November 11<sup>th</sup>, MercyMe November 12<sup>th</sup>, Mennonite Conference will be November 14<sup>th</sup>-18<sup>th</sup> and we have 36 meeting events.

Kevan also updated us on our past events. Tupelo Fair was here September 29<sup>th</sup>-October 2<sup>nd</sup>, Disney on Ice had 6 shows between October 14<sup>th</sup>- October 16<sup>th</sup> and we had 24 meeting events.

We've announced our ice-skating dates, they start the Friday after Thanksgiving.

**Old Business:**

None was discussed

**Beverage Approval:**

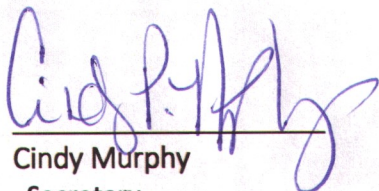
Beverage approval for Travis Tritt on November 11<sup>th</sup> was discussed. Commission Secretary Cindy Murphy made a motion to approve, seconded by Commissioner Nat Grubbs. All commission members voting aye, the motion passed.

**Check Approval:**

Vice-Chair Neal McCoy made a motion to approve the checks from September, seconded by Commissioner Darrell Marecle. All commissioners voted aye; the motion passed.

**Adjournment:**

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

  
Cindy Murphy  
Secretary

  
Jason Hayden  
Chair



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE** November 29, 2022  
**SUBJECT:** IN THE MATTER OF AWARD OF BID # 2022-044WL JT

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### Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, December 6, 2022:

**Bid No. 2022-044WL** – ROW Line Clearance to the low qualified bid submitted by ROW Pro, LLC as shown on the attached bid tabulation.

**TUPELO WATER & LIGHT DEPARTMENT**  
**BID TABULATION**  
**BID NO. 2022-044WL**  
**NOVEMBER 8, 2022**

Item	Product	Vendor	Vendor
		R.O.W. Pro, LLC Blue Springs, MS	Looks Great Services Of MS, Inc. Columbia, MS
Electric Line Right-of-Way Clearing Services			
<u>Labor (Hourly Rate)</u>			
Straight Time:			
1	Working Supervisor	Included Below	\$60.31
2	Working Foreman	Included Below	\$57.95
3	Trimmer	Included Below	\$55.84
4	Groundman	Included Below	\$41.45
	*Per Diem for any out of town employees/person/day		\$162.50
After-Hours:			
5	Working Supervisor	Included Below	\$90.47
6	Working Foreman	Included Below	\$86.93
7	Trimmer	Included Below	\$83.76
8	Groundman	Included Below	\$62.18
	*Per Diem for any out of town employees/person/day		\$162.50
<u>Equipment (Hourly Rate)</u>			
Straight-Time			
9	Bucket Truck	\$185.00	\$38.77
10	Chipper Truck	\$185.00	\$18.92
11	Pickup Truck	No Bid	\$12.29
12	Chipper	Included Above	\$9.85
13	Power Saw	No Bid	\$2.23
14	Tractor & Bush Hog	No Bid	\$67.31

**TUPELO WATER & LIGHT DEPARTMENT  
 BID TABULATION  
 BID NO. 2022-044WL  
 NOVEMBER 8, 2022**

Item	Product	Vendor	Vendor
		R.O.W. Pro, LLC Blue Springs, MS	Looks Great Services Of MS, Inc. Columbia, MS
	<u>Equipment (Hourly Rate)</u>		
	After-Hours:		
15	Bucket Truck	\$215.00	\$75.60
16	Chipper Truck	\$215.00	\$35.95
17	Pickup Truck	No Bid	\$23.35
18	Chipper	Included Above	\$19.70
19	Power Saw	No Bid	\$4.25
20	Tractor & Bush Hog	No Bid	\$127.85
	<u>Additional Equipment (Hourly Rate)</u>		
	Straight-Time		
21	Self-Loading Grapple Truck		\$108.57
22	Skytrim/Jarraff		\$104.93



# Minute Entry Sign Up Sheet

Date: 11/8/2022

Time: 10:00 AM

Bid # 2022-044WL

Department: TW&L

BID# 2022-044WL ELECTRIC LINE ROW LINE  
CLEARING SERVICE

Project:

Attendance

Company

*Jason McCaffrey*

*ROW PRO, LLC*

*Bill Logan*

*City of Tupelo*

*Jennifer Shempert*

*COT*

Specifications and Proposal  
For  
Electric Line Right-of-Way Line Clearing Services

Bid No. 2022-044WL

October 11, 2022



Tupelo Water & Light Department  
P.O. 588  
Tupelo, MS 38802-0588

**Publication Dates:** October 11, 2022, 2021 & October 18, 2022

**BID Opening Date:** November 8, 2022 at 10:00 AM

**LEGAL NOTICE  
CITY OF TUPELO**

Sealed bids will be received in the Purchasing Office, 1<sup>st</sup> Floor of City Hall, P.O. Box 1485, Tupelo, MS 38802-1485; 71 East Troy Street, Tupelo MS 38804 until 10:00 am November 8, 2022 for the following:

Electric Line Right-of-Way Line Clearing Services  
Bid # 2022-044WL

Official bid documents can be downloaded from [www.tupelomsbids.com](http://www.tupelomsbids.com) for a fee. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). For any questions relating to the electronic bid process, please call PH Bidding Group at 662-407-0193.

**CITY OF TUPELO**  
**PURCHASING**  
Traci Dillard  
662-841-6456  
[Traci.Dillard@tupeloms.gov](mailto:Traci.Dillard@tupeloms.gov)

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Please run the legal ad stated above on October 11, 2022, 2021 & October 18, 2022

### INVITATION, BID AND ACCEPTANCE CITY OF TUPELO, MS

The City of Tupelo is seeking sealed bids for the items listed below and subject to the attached conditions will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until

10:00 AM November 8, 2022

and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

Electric Line Right-of-Way Clearing Services  
Bid No. 2022-044WL

See attached specifications

If you have any questions concerning this bid, please contact:  
Johnny Timmons, Manager TW&L, 662-841-6469  
Al Jones, Electrical Superintendent TW&L, 662-841-6464

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered unto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

Jennifer Shempert  
Purchasing Agent  
City of Tupelo, MS  
662-841-6456  
[Traci.Dillard@tupeloms.gov](mailto:Traci.Dillard@tupeloms.gov)


---

DATE 11/8/22

BIDDER E.O.W. PRO, LLC

ADDRESS 2143 Hwy 348 Blue Springs, MS 38878

TELEPHONE 662-231-9836

SIGNATURE 

**CONDITION:**

1. The city reserves the right to reject to any and all bids, to waive any informality unless otherwise specified by the city or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the city may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment thereof shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, of any extension thereof, the city may by written notice terminate the right of the contractor of the contractor to proceed with deliveries or such part of parts thereof as to which there had been delay. In such event the city may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the city for any excess cost occasioned the city thereby: PROVIDED, that the contractor shall not be charged with any excess cost occasioned the city by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without fault or negligence of the contractor, including, but not restricted to acts of God or the public enemy, acts of the government, fires, floods, epidemics, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the city, state or federal government after the date set for the opening of this bid and made applicable directly upon the production, manufacture or sale of the supplies covered by this bid and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decrease accordingly, and any amount due the contractor as a result of such charge will be charged to the city entered on vouchers (or invoices) as separate items.

**INSTRUCTIONS TO BIDDER:**

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the upper left-handed corner with the name and address of the bidder and the date and hour of opening and addressed as instructed.

**GENERAL BIDDER REQUIREMENTS:**

1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
2. The bidder shall sign and date the bid at the bottom of the form.
3. If the bid is delivered to city hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility number and time and date to be opened. If the bid is submitted electronically through PH Bidding Group, the Certificate of Responsibility shall be included with the bid documents.
4. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

**GENERAL SPECIFICATIONS:**

1. The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
2. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
3. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
4. The successful bidder must show evidence of Worker's Compensation insurance submitted with the bid.
5. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

**INSTRUCTIONS TO BIDDERS**

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES  
TUPELO WATER & LIGHT DEPARTMENT  
TUPELO, MISSISSIPPI

Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED - BID NO. 2022-044WL

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Z.O.W Pro, LLC

ADDRESS: 2143 Hwy 348 Blue Springs, MS 38828

BID DUE: REFER TO LEGAL NOTICE

Bids that are sent by mail/parcel delivery service should be addressed to:

Jennifer Shempert  
Purchasing Agent  
City of Tupelo  
P.O. Box 1485  
Tupelo, MS 38802-1485

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

Labor:

- 1 Each Working Supervisor
- 1 Each Working Foreman
- 1 Each Trimmer
- 1 Each Groundman

Equipment:

- 1 Each Bucket Truck
- 1 Each Chipper Truck
- 1 Each Pickup Truck
- 1 Each Chipper
- 1 Lot Saws as Required

Bidders shall complete both copies of the Bid Proposal Form bound in this specification and shall submit both copies to the Owner at the time that the Bids are due. Bidders talking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.



# MATERIALMAN'S PROPOSAL

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES  
TUPELO WATER & LIGHT DEPARTMENT  
TUPELO, MISSISSIPPI

TO: Jennifer Shempert  
Purchasing Agent  
City of Tupelo  
71 East Troy Street P.O. Box 588  
Tupelo, MS 38804 Tupelo, MS 38802-0588

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

*#2022-044WL*  
Addendum No. \_\_\_\_\_ Dated 11/8/22

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

### 1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u>
Working Supervisor	\$ <u>INC</u>	\$ _____
Working Foreman	\$ <u>INC</u>	\$ _____
Trimmer	\$ <u>INC</u>	\$ _____
Groundman	\$ <u>INC</u>	\$ _____

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u> <sup>of OVER 40 HRS</sup>
Bucket Truck	\$ <u>185</u>	\$ <u>215</u>
Chipper Truck <sup>+ CHIPPER</sup>	\$ <u>185</u>	\$ <u>215</u>
Pickup Truck	\$ <u>    </u>	\$ <u>    </u>
Chipper	\$ <u>    </u>	\$ <u>    </u>
Power Saw	\$ <u>    </u>	\$ <u>    </u>
Tractor and Bush Hog	\$ <u>    </u>	\$ <u>    </u>

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

<u>Equipment Hour</u>	<u>Rate per</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

CONTRACTOR

BY:

*CAROL ROSSON*

TITLE:

*OWNER*

ADDRESS:

*2143 Hwy 348 BLUE SPRINGS, MS 38828*

TELEPHONE NO.:

*662-231-9836*

DATE SIGNED:

*11/8/22*

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the \_\_\_\_\_ of \_\_\_\_\_, 2020 between the Owner:

Tupelo Water & Light Department  
P.O. Box 588  
Tupelo, MS 38802-0588

and the Contractor:

*P.O.W. PRO, LLC  
2143 Hwy 348  
Boone Springs, MS  
38828*

The Contractor is a (check and complete one of the following):

\_\_\_\_ Corporation solely organized and existing under the laws of the State of \_\_\_\_\_ and having its principal office in:

\_\_\_\_\_  
(City) (County) (State)

\_\_\_\_ Partnership of the following (List all Partners)

Partnership of the following (Sole Proprietorship)

The Contractor's taxpayer identification number is 426-77-6000

THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the Owner's electric service area.

THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN ARTICLES 1 THROUGH 7, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:

## CONTRACTED WORK

### SECTION 1 SCOPE OF WORK

- A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

### SECTION 2 SPECIFICATIONS

#### 2.1 TREE TRIMMING REQUIREMENTS

- A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.
- C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:
- D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

#### 2.2 TREE REMOVAL

- A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

- B. Removal Criteria shall be as follows:
1. Undesirable fast-growing tree species.
  2. Trees which cannot be economically re-trimmed because of rapid re-growth.
  3. Trees which are left unsightly because of excess trimming.
  4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
  5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
  6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- E. Stumps that are capable of re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
1. Owner's overhead lines are not directly involved.
  2. Low growing trees or shrubs that cause little interference with electric service.
  3. A service line is the only line involved.

### 2.3 WOOD WASTE DISPOSAL

- A. Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

### SECTION 3 SUPERVISION

- A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its

authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.
- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.
- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4      WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.
- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.
- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5      INSPECTION OF WORK

- A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants,



or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6      QUALITY CONTROL

- A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7      TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of two (2) years and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial two (2) year term, this agreement may be extended a maximum of two (2) additional one (1) year periods when mutually agreed by the Owner and Contractor.

SECTION 8      TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.
- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

## 8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9    INSURANCE REQUIREMENTS

9.1    INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1.    GENERAL LIABILITY:

Commercial General Liability	
General Aggregate	\$2,000,000 Aggregate
Products & Completed Operations	\$2,000,000 Aggregate
Personal & Advertising Injury	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage	\$1,000,000 Per Occurrence
Fire Damage Liability	\$50,000 Per Occurrence
Medical Expense	\$5,000 Per Occurrence

2.    OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage	\$1,000,000 Aggregate Bodily
Injury & Property Damage	\$500,000 Per Occurrence

3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage ..... \$ 500,000 Per Occurrence  
(Combined Single Limit)

Contractor Insurance Option Number 2:

Bodily Injury..... \$250,000 Per Person  
Bodily Injury.....\$500,000 Per Accident  
Property Damage.....\$100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage .....\$1,000,000 Aggregate  
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident..... \$100,000 Per Occurrence  
Disease .....\$500,000 Policy Limit  
Disease .....\$100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

#### SECTION 11 SUBROGATION

- 11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

#### SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- 12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	STORM HOURLY RATE PER EMPLOYEE
Supervisor	INCLUDED BELOW	
Foreman	INCLUDED BELOW	
Trimmer	INCLUDED BELOW	
Groundman	INCLUDED BELOW	

EQUIPMENT	REGULAR HOURLY RATE PER VEHICLE	OR OVER 4 HRS STORM HOURLY RATE PER VEHICLE
Bucket Truck	\$185	\$215
CHIPPER + Chipper Truck	\$185	\$215
Pick-up Truck	—	
Chipper	—	
Power Saw	—	
Tractor & Bush Hog	—	

- B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

## SECTION 14 PAYMENTS

### 14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Owner pays invoices through city council meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
1. Labor and equipment types with associated hours
  2. Number of trees trimmed
  3. Number of trees removed by diameter class
  4. Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

## SECTION 15 COUNTERPARTS

- 15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

## SECTION 16 NO WAIVER

- 16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach.

No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

**CITY OF TUPELO WATER & LIGHT DEPARTMENT**

ATTEST:

\_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CONTRACTOR**

ATTEST:

\_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME: CALEB ROBSON  
TITLE: OWNER / PARTNER  
DATE: \_\_\_\_\_





POST IN A  
CONSPICUOUS  
PLACE

# City of Tupelo Privilege Tax License

License Number  
**33863**

Business Name & Address: ROW PRO LLC  
2143 HWY 348  
BLUE SPRINGS, MS 38828

Issue Date: 11/07/2022  
Expire Date: 09/30/2023

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

Business as:

Location:

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



Business  
License

*John G. ...*  
Mayor

*Kim Hanna*  
City Clerk/Tax Collector

This License is NOT Transferable

Specifications and Proposal  
For  
Electric Line Right-of-Way Line Clearing Services

Bid No. 2022-044WL

October 11, 2022



Tupelo Water & Light Department  
P.O. 588  
Tupelo, MS 38802-0588

**Publication Dates:** October 11, 2022, 2021 & October 18, 2022

**BID Opening Date:** November 8, 2022 at 10:00 AM

**LEGAL NOTICE**  
**CITY OF TUPELO**

Sealed bids will be received in the Purchasing Office, 1<sup>st</sup> Floor of City Hall, P.O. Box 1485, Tupelo, MS 38802-1485; 71 East Troy Street, Tupelo MS 38804 until 10:00 am November 8, 2022 for the following:

Electric Line Right-of-Way Line Clearing Services  
Bid # 2022-044WL

Official bid documents can be downloaded from [www.tupelomsbids.com](http://www.tupelomsbids.com) for a fee. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). For any questions relating to the electronic bid process, please call PH Bidding Group at 662-407-0193.

**CITY OF TUPELO**  
PURCHASING  
Traci Dillard  
662-841-6456  
[Traci.Dillard@tupeloms.gov](mailto:Traci.Dillard@tupeloms.gov)

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Please run the legal ad stated above on October 11, 2022, 2021 & October 18, 2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE: **Item # 16.**

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

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

<b>PRODUCER</b> BXS Insurance 16 Thompson Park Hattiesburg MS 39401	<b>CONTACT NAME:</b> Daphne Coleman <b>PHONE (A/C, No, Ext):</b> 601-554-7321 <b>E-MAIL ADDRESS:</b> daphne.coleman@bxsi.com	<b>FAX (A/C, No):</b> 877-288-0152
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Looks Great Services of MS, Inc. 1501 Highway 13 North Columbia MS 39429	<b>INSURER A :</b> American Guarantee and Liability Ins Co	<b>NAIC #</b> 26247
	<b>INSURER B :</b> Markel American Ins. Co.	28932
	<b>INSURER C :</b> Old Republic Insurance Co.	24147
	<b>INSURER D :</b> Illinois Union Insurance Company	27960
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1210385840 **REVISION NUMBER:**

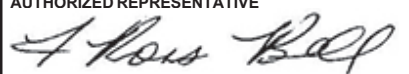
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	MWZY31369222	2/1/2022	2/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Per Project Agg Cap \$10,000,000
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB313692	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	AUC019344806	2/1/2022	2/1/2023	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$
C	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	MWC31369022	2/1/2022	2/1/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B D	Rented/Leased Equipment Pollution			MKLM4IM0052833 CPYG28206690003	4/14/2022 1/12/2021	4/14/2023 1/12/2023	Per Item/Occurrence \$250,000 Occur/Agg \$2,000,000

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

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S) AND ANY OTHER PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:  
Blanket Additional Insured coverage provided applying on a primary and non-contributory basis.  
Blanket Waiver of Subrogation.  
Liability assumed in an "Insured Contract" as defined by policy.  
See Attached...

<b>CERTIFICATE HOLDER</b>  Tupelo Water & Light Department P.O. 588 Tupelo, MS 38802	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL REMARKS SCHEDULE

AGENCY BXS Insurance		NAMED INSURED Looks Great Services of MS, Inc. 1501 Highway 13 North Columbia MS 39429	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Blanket Additional Insured – Lessors of Leased Equipment.

Automobile Liability :  
 Blanket Additional Insured.  
 Blanket Waiver of Subrogation.

Workers Compensation:  
 Blanket Waiver of Subrogation.  
 Blanket Alternate Employer  
 Officers Excluded: Kristian Agoglia and Yolanda Agoglia

Rented/Leased Equipment:  
 Blanket Loss Payee in favor of lessor of leased equipment.

Owners & Contractors Protective Liability coverage may be purchased if Looks Great Services of MS, Inc. is awarded the job.

# State of Mississippi

## BOARD OF CONTRACTORS

ACTIVE

LOOKSGREAT SERVICES OF MS, INC.  
1501 HIGHWAY 13 NORTH  
COLUMBIA, MS 39429

is duly registered and entitled to perform

- 1) CLEARING, GRUBBING, SNAGGING
- 2) HEAVY CONSTRUCTION
- 3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION
- 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION
- 5) RIGHT OF WAY CLEARING
- 6) TREE TRIMMING

*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 13 day of Nov. 2021*



CERTIFICATE OF RESPONSIBILITY  
**No. 18782-MC**  
Expires Nov. 13, 2022

*Joel A. Canell,*  
CHAIRMAN OF THE BOARD

**INVITATION, BID AND ACCEPTANCE**  
CITY OF TUPELO, MS

The City of Tupelo is seeking sealed bids for the items listed below and subject to the attached conditions will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until

10:00 AM November 8, 2022

and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

Electric Line Right-of-Way Clearing Services  
Bid No. 2022-044WL

See attached specifications

If you have any questions concerning this bid, please contact:  
Johnny Timmons, Manager TW&L, 662-841-6469  
Al Jones, Electrical Superintendent TW&L, 662-841-6464

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered unto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

Jennifer Shempert  
Purchasing Agent  
City of Tupelo, MS  
662-841-6456  
[Traci.Dillard@tupeloms.gov](mailto:Traci.Dillard@tupeloms.gov)

---

DATE November 8, 2022

BIDDER Looks Great Services of MS, Inc.

ADDRESS 1501 Highway 13 North, Columbia, MS 39429

TELEPHONE 601-736-0037

SIGNATURE 



**CONDITION:**

1. The city reserves the right to reject to any and all bids, to waive any informality unless otherwise specified by the city or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the city may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment thereof shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, of any extension thereof, the city may by written notice terminate the right of the contractor of the contractor to proceed with deliveries or such part of parts thereof as to which there had been delay. In such event the city may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the city for any excess cost occasioned the city thereby: PROVIDED, that the contractor shall not be charged with any excess cost occasioned the city by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without fault or negligence of the contractor, including, but not restricted to acts of God or the public enemy, acts of the government, fires, floods, epidemics, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the city, state or federal government after the date set for the opening of this bid and made applicable directly upon the production, manufacture or sale of the supplies covered by this bid and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decrease accordingly, and any amount due the contractor as a result of such charge will be charged to the city entered on vouchers (or invoices) as separate items.

**INSTRUCTIONS TO BIDDER:**

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the upper left-handed corner with the name and address of the bidder and the date and hour of opening and addressed as instructed.

**GENERAL BIDDER REQUIREMENTS:**

1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
2. The bidder shall sign and date the bid at the bottom of the form.
3. If the bid is delivered to city hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility number and time and date to be opened. If the bid is submitted electronically through PH Bidding Group, the Certificate of Responsibility shall be included with the bid documents.
4. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

**GENERAL SPECIFICATIONS:**

1. The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
2. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
3. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
4. The successful bidder must show evidence of Worker’s Compensation insurance submitted with the bid.
5. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.

**INSTRUCTIONS TO BIDDERS**

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES  
TUPELO WATER & LIGHT DEPARTMENT  
TUPELO, MISSISSIPPI

Bids that are sent by mail shall be clearly marked “Bid Enclosed” or “Bid Envelope Enclosed” as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED – BID NO. 2022-044WL

ITEM: ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Looks Great Services of MS, Inc.

ADDRESS: 1501 Highway 13 North, Columbia, MS 39429

BID DUE: REFER TO LEGAL NOTICE

Bids that are sent by mail/parcel delivery service should be addressed to:

Jennifer Shempert  
Purchasing Agent  
City of Tupelo  
P.O. Box 1485  
Tupelo, MS 38802-1485

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

Labor:

- 1 Each Working Supervisor
- 1 Each Working Foreman
- 1 Each Trimmer
- 1 Each Groundman

Equipment:

- 1 Each Bucket Truck
- 1 Each Chipper Truck
- 1 Each Pickup Truck
- 1 Each Chipper
- 1 Lot Saws as Required

Bidders shall complete both copies of the Bid Proposal Form bound in this specification and shall submit both copies to the Owner at the time that the Bids are due. Bidders talking exceptions to any part of the Agreement included as a part of this RFP shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as shown in the Right of Way Line Clearance Services Agreement included in this Request for Proposals for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

# MATERIALMAN'S PROPOSAL

ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES  
TUPELO WATER & LIGHT DEPARTMENT  
TUPELO, MISSISSIPPI

TO: Jennifer Shempert  
Purchasing Agent  
City of Tupelo  
71 East Troy Street P.O. Box 588  
Tupelo, MS 38804 Tupelo, MS 38802-0588

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No. None Dated N/A

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required time to time by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

## 1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u>
Working Supervisor	\$ <u>60.31</u>	\$ <u>90.47</u>
Working Foreman	\$ <u>57.95</u>	\$ <u>86.93</u>
Trimmer	\$ <u>55.84</u>	\$ <u>83.76</u>
Groundman	\$ <u>41.45</u>	\$ <u>62.18</u>

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

<u>Classification</u>	<u>Straight Time Rate per Hour</u>	<u>After-Hours Rate per Hour</u>
Bucket Truck	\$ <u>38.77</u>	\$ <u>75.60</u>
Chipper Truck	\$ <u>18.92</u>	\$ <u>35.95</u>
Pickup Truck	\$ <u>12.29</u>	\$ <u>23.35</u>
Chipper	\$ <u>9.85</u>	\$ <u>19.70</u>
Power Saw	\$ <u>2.23</u>	\$ <u>4.25</u>
Tractor and Bush Hog	\$ <u>67.31</u>	\$ <u>127.85</u>

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

<u>Equipment Hour</u>	<u>Rate per Hour</u>
Self-Loading Grapple Truck                      Storm Rate: \$206.30	\$ <u>108.57</u>
Skytrim/Jaraff    Storm Rate: 189.40	\$ <u>104.93</u>
Please see the attached list of STORM rates on the following page.	\$ _____
	\$ _____

# Looks Great Services of MS, Inc.

1501 Highway 13 North  
 Columbia, MS 39429  
 Phone: 601-736-0037  
 Fax: 601-736-1924  
 Prepared By: Orry Sanders



**CUSTOMER:**

Company **Tupelo Light Power and Water**  
 Attn **Traci Dillard**  
 Address **P.O. 588**  
 Address **Tupelo, MS 38802**  
 Phone **662-841-6456**

DATE: 8-Nov-22  
 QUOTE #:  
 PROJECT: 2022-044WL  
 CUSTOMER ID:  
 VALID UNTIL:

LINE NO.	DESCRIPTION	UNIT	UNIT PRICE
***EMERGENCY/STORM RATES***			
1	Per Diem / Per Person / Per Day	Day	\$ 36.00
2	Lodging / Per Person / Per Day	Day	\$ 126.50
3	100' Bucket Truck	Hour	\$ 99.75
4	75' Bucket Truck	Hour	\$ 75.60
5	60' Bucket Truck	Hour	\$ 75.60
6	72' Track Bucket	Hour	\$ 101.00
7	Chip Truck	Hour	\$ 35.95
8	Self-Loading Grapple Truck	Hour	\$ 206.30
9	Mechanic Truck	Hour	\$ 37.00
10	Pick-up/Crew Truck	Hour	\$ 23.35
11	Trailer 16'-20'	Hour	\$ 5.75
12	Semi Tractor with Lowboy	Hour	\$ 113.25
13	Backhoe	Hour	\$ 99.00
14	D4 Bulldozer	Hour	\$ 96.50
15	D6 Bulldozer	Hour	\$ 149.25
16	Chainsaw	Hour	\$ 4.25
17	312 Excavator	Hour	\$ 102.50
18	325 Excavator	Hour	\$ 174.25
19	138 Excavator	Hour	\$ 107.75
20	228 Excavator	Hour	\$ 143.50
21	Track Loader (Skidsteer)	Hour	\$ 92.75
22	Track Loader (Skidsteer with EcoCutter)	Hour	\$ 113.25
23	Tractor (6' Brown Cutter)	Hour	\$ 127.85
24	Hydro-Ax	Hour	\$ 261.70
25	Kershaw Klearway 500	Hour	\$ 314.80
26	Tractor (8'-10' Mower)	Hour	\$ 151.00
27	Side by Side/ATV	Hour	\$ 6.75
28	Stump Grinder	Hour	\$ 67.00
29	Skytrim/Jarraff	Hour	\$ 189.40
30	Chipper 12"	Hour	\$ 19.70
31	Chipper 18"	Hour	\$ 28.75

NOTES: Please call Orry Sanders for any questions at 601-441-8228  
 For out of area crews there will be a fuel mileage rate of \$3.50 per mile.

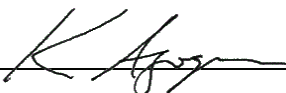
The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

**CONTRACTOR**

BY: Kristian Agoglia 

TITLE: Vice President

ADDRESS: 1501 Highway 13 North  
Columbia, MS 39429

TELEPHONE NO.: 601-736-0037

DATE SIGNED: November 8, 2022



ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the 8th of November, 2020 between the Owner:

Tupelo Water & Light Department  
P.O. Box 588  
Tupelo, MS 38802-0588

and the Contractor:

Looks Great Services of MS, Inc.  
1501 Highway 13 North  
Columbia, MS 39429

The Contractor is a (check and complete one of the following):

Corporation solely organized and existing under the laws of the State of Mississippi  
 and having its principal office in:

Columbia, Marion, Mississippi  
(City) (County) (State)

\_\_\_\_\_ Partnership of the following (List all Partners)

\_\_\_\_\_ Partnership of the following (Sole Proprietorship)

The Contractor's taxpayer identification number is \_\_\_\_\_.

THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the Owner's electric service area.

THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN ARTICLES 1 THROUGH 7, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:

## CONTRACTED WORK

### SECTION 1 SCOPE OF WORK

- A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

### SECTION 2 SPECIFICATIONS

#### 2.1 TREE TRIMMING REQUIREMENTS

- A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.
- B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.
- C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:
- D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

#### 2.2 TREE REMOVAL

- A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

- B. Removal Criteria shall be as follows:
1. Undesirable fast-growing tree species.
  2. Trees which cannot be economically re-trimmed because of rapid re-growth.
  3. Trees which are left unsightly because of excess trimming.
  4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
  5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
  6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).
- C. Trees will be removed as close to ground level as possible.
- D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.
- E. Stumps that are capable of re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.
- F. Vines shall be cut and removed from poles, guy wires, and pole braces.
- G. Trees should not be removed when:
1. Owner's overhead lines are not directly involved.
  2. Low growing trees or shrubs that cause little interference with electric service.
  3. A service line is the only line involved.

### 2.3 WOOD WASTE DISPOSAL

- A. Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

### SECTION 3 SUPERVISION

- A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its

authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

- B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.
- C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.
- D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.
- E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.
- F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

- A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.
- B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.
- C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

- A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants,

or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

#### SECTION 6      QUALITY CONTROL

- A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

#### SECTION 7      TERM OF CONTRACT

- A. The term of this Agreement shall be for an initial period of two (2) years and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.
- B. After the initial two (2) year term, this agreement may be extended a maximum of two (2) additional one (1) year periods when mutually agreed by the Owner and Contractor.

#### SECTION 8      TERMINATION OF THE CONTRACT

- A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.
- B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

- C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.
- D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

## 8.2 INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9    INSURANCE REQUIREMENTS

9.1    INSURANCE

A.    The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1.    Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
2.    Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3.    Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4.    Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5.    Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6.    Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
7.    Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B.    The Contractor's limits of liability shall be written for not less than the following:

1.    GENERAL LIABILITY:

Commercial General Liability	
General Aggregate	\$2,000,000 Aggregate
Products & Completed Operations	\$2,000,000 Aggregate
Personal & Advertising Injury	\$1,000,000 Per Occurrence
Bodily Injury and Property Damage	\$1,000,000 Per Occurrence
Fire Damage Liability	\$50,000 Per Occurrence
Medical Expense	\$5,000 Per Occurrence

2.    OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage	\$1,000,000 Aggregate Bodily
Injury & Property Damage	\$500,000 Per Occurrence



3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:

Bodily Injury & Property Damage ..... \$ 500,000 Per Occurrence  
(Combined Single Limit)

Contractor Insurance Option Number 2:

Bodily Injury..... \$250,000 Per Person  
Bodily Injury.....\$500,000 Per Accident  
Property Damage..... \$100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage .....\$1,000,000 Aggregate  
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident ..... \$100,000 Per Occurrence  
Disease .....\$500,000 Policy Limit  
Disease .....\$100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

- A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.
- B. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

- 10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.
- 10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

#### SECTION 11 SUBROGATION

- 11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

#### SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

- 12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

<b>LABOR</b>	<b>REGULAR HOURLY RATE PER EMPLOYEE</b>	<b>STORM HOURLY RATE PER EMPLOYEE</b>
Supervisor	60.31	90.47
Foreman	57.95	86.93
Trimmer	55.84	83.76
Groundman	41.45	62.18

<b>EQUIPMENT</b>	<b>REGULAR HOURLY RATE PER VEHICLE</b>	<b>STORM HOURLY RATE PER VEHICLE</b>
Bucket Truck	38.77	75.60
Chipper Truck	18.92	35.95
Pick-up Truck	12.29	23.35
Chipper	9.85	19.70
Power Saw	2.23	4.25
Tractor & Bush Hog	67.31	127.85

- B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

## SECTION 14 PAYMENTS

### 14.1 PROGRESS PAYMENTS

- A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Owner pays invoices through city council meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:
1. Labor and equipment types with associated hours
  2. Number of trees trimmed
  3. Number of trees removed by diameter class
  4. Location of work performed
- B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

## SECTION 15 COUNTERPARTS

- 15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

## SECTION 16 NO WAIVER

- 16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach.

No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

**SECTION 17 ENTIRE AGREEMENT**

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.



**CITY OF TUPELO WATER & LIGHT DEPARTMENT**

ATTEST:

\_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CONTRACTOR**

ATTEST:

  
\_\_\_\_\_  
SIGNATURE:   
NAME: Kristian Agoglia  
TITLE: Vice President  
DATE: November 8, 2022



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE** November 29, 2022  
**SUBJECT:** IN THE MATTER OF AWARD OF BID # 2022-045WL JT

---

### Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, December 6, 2022:

**Bid No. 2022-045WL** – 55’ Compensated Over-Center Material Handling Aerial Device (Unit 14) to the low qualified bid submitted by Altec Industries in the amount of \$194,016.00.

# CITY OF TUPELO

## One (1) New Overcenter Material Handling Aerial Device

Lot Specification  
Lot Start Date / Time      Nov 22, 2022 10:30 AM US/Central  
Lot End Date / Time        Nov 22, 2022 11:00 AM US/Central  
Lot Duration                 00:30 [hh:mm]



### One (1) New Overcenter Material Handling Aerial Device

Company	Bid Amount	Bidding Date / Time
Altec Industries	\$ 194,016.00 USD	Nov 22, 2022 10:31:17 AM US/Central

### Delivery Lead Time - (Number of Days)

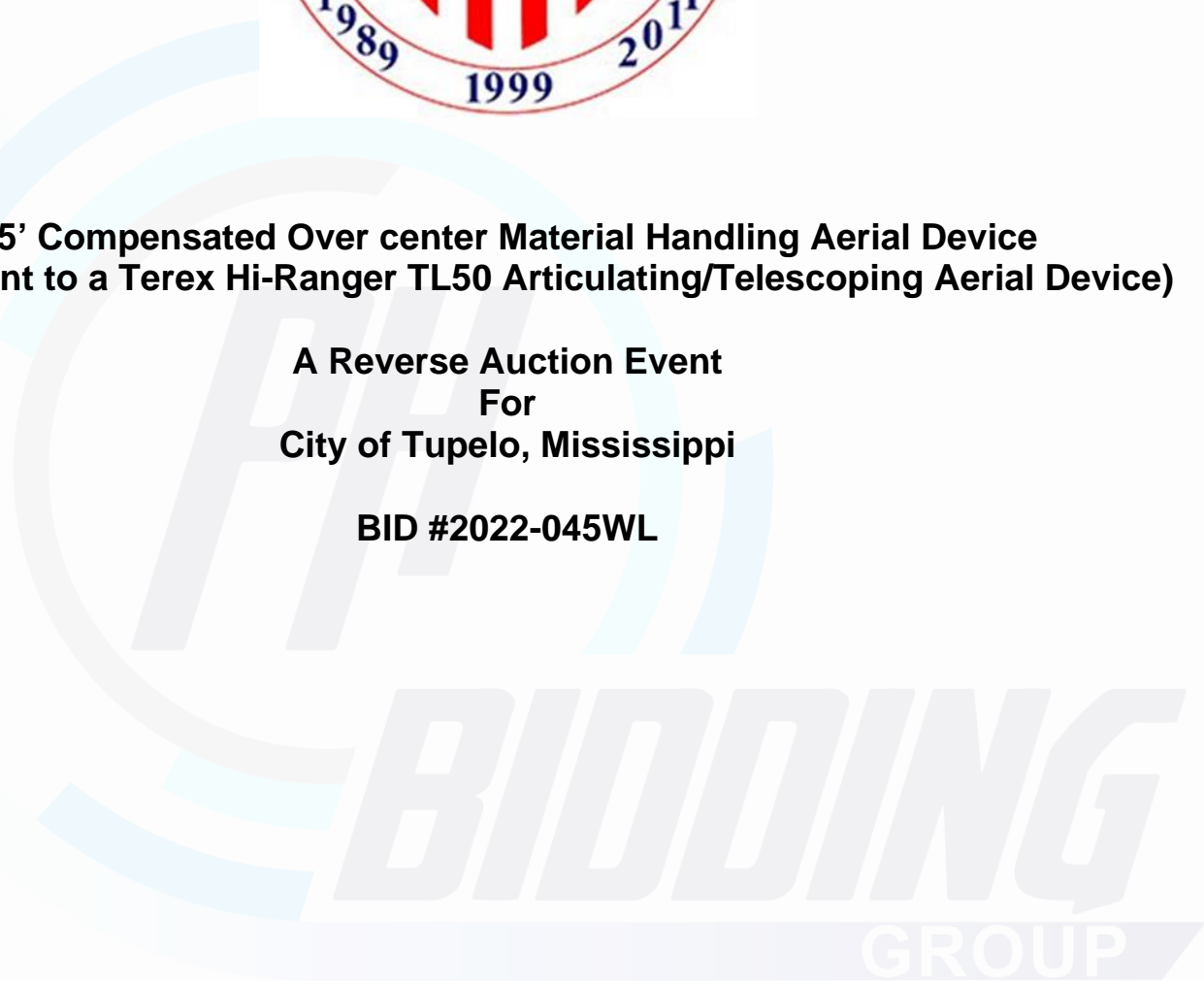
Company	Bid Amount	Bidding Date / Time
Altec Industries	950 Days	Nov 22, 2022 10:31:17 AM US/Central



**55' Compensated Over center Material Handling Aerial Device  
(Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)**

**A Reverse Auction Event  
For  
City of Tupelo, Mississippi**

**BID #2022-045WL**



Publication Dates:.....	October 25, 2022 and November 1, 2022
BID Response Deadline: .....	November 15, 2022 at 2:00 PM
Reverse Auction: .....	November 22, 2022 at 10:00 AM



## ADVERTISEMENT FOR PROPOSALS

The City of Tupelo is seeking un-priced technical proposals from equipment dealers for:

### **55' Compensated Over center Material Handling Aerial Device (Equal or equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)**

**BID # 2022-045WL**

Deadline for receipt of un-priced technical proposals is **November 15, 2022 at 2:00PM**, local time at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. Bidders may also submit responses electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com)

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, un-priced technical proposals are evaluated for potential acceptability based upon pre-determined criteria. In Phase Two, only those bidders whose technical proposals are determined acceptable shall be invited to provide priced bids for consideration. City of Tupelo encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website [www.tupelomsbids.com](http://www.tupelomsbids.com). Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **2:00 PM on November 15, 2022** per the detailed bid instructions. Un-priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on November 22, 2022 at 10:30 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

Jenifer Shempert  
Purchasing Agent

Publishing Dates:  
October 25, 2022 and November 1, 2022

**(PHASE ONE OF A MULTI-STEP PROCUREMENT PROJECT)**

**55' Compensated Overcenter Material Handling Aerial Device  
(Equal or equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)  
BID # 2022-045WL**

**I. GENERAL**

The City of Tupelo will accept un-priced proposals for **pre-qualification until November 15, 2022 at 2:00 PM, local time**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the city, at the originally scheduled hour.

The un-priced specification responses may also be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com). The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the **online reverse auction process on November 22, 2022 at 10:30 AM**. All un-priced proposals must be equal in performance and quality to the specifications.

**II. TECHNICAL SPECIFICATIONS**

The City of Tupelo will be accepting proposals for one (1) 55' Compensated Overcenter Material Handling Aerial Device (Equal or equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device) to be installed on a cab and chassis provided by Tupelo Water & Light Department. Specifications are provided in the Specification Response Form Below.

**III. SUBMISSION OF UN-PRICED TECHNICAL PROPOSALS:**

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this project. Proposals shall contain the following documentation at a minimum. SEE INSTRUCTIONS, FORMS AND CHECKLISTS PROVIDED ON THE FOLLOWING PAGES.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of 60 days from the opening date. City of Tupelo is a Tax Exempt Government Entity.

To be considered, un-priced technical proposals must be signed by an owner or authorized officer or manager of the bidding company. It is the bidder's responsibility to ensure timely and complete proposals are received with all required documentation included. Late and/or incomplete proposals will not be considered.

***If you are selected to receive an invitation to provide priced bids, complete instructions for submitting priced bids shall be provided in the invitation.***

**IV. QUESTIONS**

Failure to examine any specifications and instructions will be at bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing and addressed to the following.

General questions regarding this request should be directed to Jennifer Shempert, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: [Jennifer.shempert@tupeloms.gov](mailto:Jennifer.shempert@tupeloms.gov).

For questions concerning the technical specifications, prospective bidders may contact Tommy Monts at Tupelo Water & Light Department. The phone number is 662-841-6463.  
Email: [Tommy.Monts@tupeloms.gov](mailto:Tommy.Monts@tupeloms.gov)

For questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact Cory Dewett with PH Bidding Group at 662-407-0193.  
Email: [cory@phbidding.com](mailto:cory@phbidding.com)

No oral explanations by any member of the City staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

## V. OPENING

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received and shall be conducted by at least two procurement officials. From that point forward, proposals will be considered under advisement. City of Tupelo may conduct written or oral discussions with potential bidders.

The City of Tupelo reserves the right to determine responsive offers or proposals, waive minor informalities in the process, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to the City.

## VI. OTHER

### **THIS IS A MULTI-STEP PROCUREMENT PROJECT TO BE COMPLETED IN TWO SEPARATE PHASES.**

- **Phase One** is the solicitation and receipt of un-priced technical proposals for consideration. Deadline for receipt of technical proposals is **2:00 PM on November 15, 2022**.
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the equipment requested, based upon their approved technical proposal. If your un-priced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. PH Bidding Group can be contacted at 662-407-0193 or via email at [cory@phbidding.com](mailto:cory@phbidding.com)
- The reverse auction will begin on **November 22, 2022 at 10:30 AM CST**. The reverse auction will be set for a 30-minute time slot. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.
- **Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In the City of Tupelo Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit.
- More information regarding the live Reverse Auction event will be provided in the invitation to participate.

## VII. INSTRUCTIONS

The following information applies to all proposals. The documents listed below must be included in your proposal, whether submitted by envelope or by electronic method. After you obtained the Specification Package, you can submit proposals by:

### 1. PROPOSAL SUBMISSION BY SEALED ENVELOPE:

Prior to the deadline for receipt of un-priced technical proposals, deliver your sealed envelope, marked as shown, to the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The envelope must be clearly marked with the Bidder's name and address on the outside and the following in the lower left corner:

**UN-PRICED TECHNICAL PROPOSAL FOR A  
55' COMPENSATED OVERCENTER MATERIAL HANDLING AERIAL DEVICE  
(Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)**

**BID # 2022-045WL  
PROPOSALS DUE BY: November 15, 2022 at 2:00 PM**

### 2. UN-PRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

Log-in at <https://www.tupelombids.com> and perform the following steps:

- A. Scan in all required documentation as a pdf file.
- B. On the left side of the webpage, click on "Public bids".
- C. Click on the appropriate bid that you will be participating in.
- D. Click on the "Submit Bid" tab.
  1. Fill in your profile information (or check for accuracy if auto populated).
  2. Under the "PDF Attachments section" Drag and drop your pdf file into the box as outlined or click on the "click here" link inside the submission box to find your file.
  3. Under the "Review and Verify" section, click the box agreeing to the terms and conditions.
  4. Click "Submit" when you are ready to submit your file.
  5. You will receive a confirmation when your response has been submitted. If you do not receive a response, your submission has not been received. If you have questions about whether the response was received, you can contact [cory@phbidding.com](mailto:cory@phbidding.com) or call 662-407-0193.
- E. One submitted and the solicitation period has ended, The City of Tupelo will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: The reverse auction will take place at <https://phbidding.procureport.com>. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.*
- F. The bid submission can be redacted at any time prior to the bid opening time.

**The following items should be included in your submission, whether submitted in a sealed envelope or submitted electronically.**

- A. Submission Cover Letter (Form A)
- B. Completed Proposal Form (Form B)
- C. Warranty Information
- D. Product Brochures or information
- E. Any other information vendor would like for the City of Tupelo to consider
- F. PH Bidding Supplier Agreement

**\*FORM A\***

*Submission Cover Letter  
For  
Un-priced Technical Proposal*

**55' Compensated Overcenter Material Handline Aerial Device  
(Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)  
Bid # 2022-045WL**

.....  
The undersigned proposes to provide one (1) 55' Compensated Overcenter Material Handling Aerial Device (Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device) as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below.

If, after reviewing all vendor submissions, the City of Tupelo decides to invite Altec Industries (company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **November 22, 2022 at 10:30 AM CST**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

It is understood that we have only one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the items are awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

We acknowledge that the City of Tupelo has the sole discretion and authority to determine whether our proposed commodity meets the specifications issued and also if it will meet the requirements and needs of the City of Tupelo Water & Light Department in performing their assigned daily tasks. We understand that the City of Tupelo may or may not invite our participation in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement.

We agree to abide by the terms and conditions of the PH Bidding Group Supplier agreement and understand that any questions regarding the agreement or the bid process should be directed to 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com).

If we are invited by the City of Tupelo to participate in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement, the invitation should be directed to:

Printed Name: Brayden Housel

Title: Sales Account Manager

Company Name: Altec Industries

Email: brayden.housel@altec.com

Phone: (205) 529-5506

**\*FORM B\***

**Specification Response Form**

**55' Compensated Overcenter Material Handling Aerial Device  
(Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device)  
Bid # 2022-045WL**

The undersigned proposes to furnish provide one (1) 55' Compensated Overcenter Material Handling Aerial Device (Equal or Equivalent to a Terex Hi-Ranger TL50 Articulating/Telescoping Aerial Device), which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Please check '✓' each line item – confirming specifications listed will be met.



SPECIFICATIONS			
Qty	Description	ACKNOWLEDGE	
		Yes	No
1	<b>UNIT</b> – One (1) new Articulating/Telescoping Aerial Device providing a working height of 54.5 feet	X	
	Design Criteria: Design criteria shall be in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.	X	
	Aerial device shall be designed as a Category C machine in accordance with ANSI/SIA A92.2-2009	X	
	Aerial device shall be dielectrically tested and rated for operation on systems up to 46 kV phase to phase per ANSI/SIA A92.2-2009	X	
	Hydraulic System:		
	– Full pressure open center hydraulic system	X	
	Miscellaneous:		
	– All metallic components of the complete aerial device shall be prime painted		
	– The fiberglass upper boom, boom inserts, platforms and covers shall be Oxford White	X	
	– Two (2) complete manuals providing operation and maintenance procedures and a replacements parts listing shall be provided		
1	– Warning decals shall be provided with unit <b>Pedestal with 20 gallon integral tank:</b>		
	– The pedestal shall be designed with access holes for maintenance of hydraulic plumbing		X
	– An internal 20-gallon hydraulic oil reservoir shall be provided with a 60-mesh filler screen baffles gauge. 100 mesh suction screen with bypass clean out access hole, sight and dip stick		
1	<b>Turntable and Lower Boom Assembly:</b>	X	
	<b>Lower Boom:</b>		
	– Filament wound high strength fiberglass insert providing an insulation gap	X	
	– The lower boom articulation shall be from 0 to 87 degrees		
	<b>Lower Controls:</b>		
	– Individual control levers shall be located in an accessible location on the turntable	X	

**City of Tupelo- 55' Compensated Overcenter Material Handling Aerial Device**

<b>(continued)</b>		<b>ACKNOWLEDGE</b>	
<b>Qty</b>	<b>Description</b>	<b>Yes</b>	<b>No</b>
	Rotation: – Self-locking worm gear rotation drive shall be provided and equipped with bi-directional motor	X	
1	Boom Tip with 4 Function Controls, Platform Rotator and side mounted hydraulic extent underload jib	X	
	Upper Controls: “Control-Plus” single stick controller – Enable lever must be actuated before operation	X	
	Side mount platform rotator offering 105 degrees of hydraulic rotation		X
	Hydraulic Platform Tilt shall be provided at platform and lower controls	X	
	Engine Stop/Start shall be controlled at platform and lower controls	X	
	Upper Boom: – Filament wound high strength fiberglass boom providing an insulation gap	X	
	1500-lb Hydraulic Articulating Side Mounted Jib and Winch Hydraulic Jib Extension Underload: – Infinite positioning through the 123 degrees of articulation envelope with 1-6 ft of extension and 5 pinning positions every 17 inches – Shall include a self-locking worm gear winch with jib and winch controls at platform controls and winch control at lower controls – Shall include up to 75’ of ½” winch rope and hook – Maximum jib capacity of 1500 lb	X	
1	Platform capacity rated up to 600-lbs	X	
1	24-inch Platform Lifter	X	
1	Platform, Side Mount (Curbside) 24 x 48 x 42: – Includes one outside access step with slip-resistant surface – Two safety harnesses with lanyards – A padded saddle rest provides platform support during road travel	X	
1	Insulated Platform Liner for 24” x 48” x 42” Platform: – Tested at 50 kV AC	X	
1	Vinyl Platform Cover for 24” x 48” Platform: – Waterproof with internal elastic cord around edge	X	
1	Engine Throttle Control: – A two speed engine throttle control is provided at the upper controls – The engine shall advance to a pre-set speed when engaged and decrease to idle when disengaged	X	
1	Dual Hydraulic Tool Outlets at Platform: – Shall be installed at the platform to accommodate two (2) open center hydraulic tools – Tools shall not be operated simultaneously – Shall include port relief’s to limit pressure to 2250 psi	X	
1	Auxiliary Let Down for use with Open Center Hydraulics: – Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor – Shall include 12-volt electric motor for use on a 12-volt chassis – Shall include a switch for activation at pedestal for electric or air function	X	
1	Continuous and Unrestricted Rotation: – A hydraulic rotary manifold to provide a rotating oil distribution system for continuous and unrestricted rotation – A 4-channel electric collector ring shall be standard	X	



Qty	Description	ACKNOWLEDGE	
		Yes	No
1	(continued) Chassis Controller 12-Volt (Equal or equivalent to Terex DTS51): – Display screen – Shall provide Inputs and Outputs indication for trouble shooting – Warning Screens – Switch Buttons shall have LED indicators to show when active – One system for all chassis types – Controller shall be programmable for communication with different chassis manufacturers		X
1	Subframe shall be constructed for non-possum belly application: – Constructed with a 6" x 6" x ¼" wall square tubing with 5/16" thick steel plate	X	
1	Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet	X	
1	Underslung Modified A-Frame Outriggers with swivel type stabilizer pads, lowered 6"	X	
1	Controls for 2-Sets of Outriggers and Auxiliary Tool Outlets (Open center systems): – Shall be recessed at rear of truck each side for ease of view for outrigger placement – Shall include switches and alarm for outrigger in motion alarm	X	
1	Boom Interlock: To operate the boom, the outriggers must be extended	X	
1	Tie down kit	X	
1	Boom rest with a cam style tie down strap shall be provided	X	
1	Pump for systems requiring 8 gallons per minute: – Fixed displacement vane pump providing 5 gallons per minute at 725 engine rpm and 8 gallons per minute at 1050 engine rpm with a 128% pto	X	
1	Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit	X	
1	Platform rest, bottom base	X	
1	Chassis Spring Additions: Build up left rear chassis springs to level vehicle	X	
1	Hot shift PTO with indicator light for automatic transmission	X	
1	Standard PTO/Transmission Functionality for Automatic Transmission – If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. PTO switch must be turned off to allow the transmission to shift into gear.	X	
1	DOT Inspection and Certification required	X	
1	Set chassis parameters	X	
1	Back-up alarm to sound when the vehicle is shifted into reverse	X	
4	Laminated wood outrigger pads 24" x 24" x 2 ¼" with rope handle. Shall include outrigger pad storage	X	
4	Rubber wheel chocks with eye bolt	X	
1	Grab handles as necessary for 3-point contact	X	
2	Cable type gripstrut stirrup step	X	
1	Rigid stirrup step mounted on side access for ground to body access	X	
1	Access steps to platform from top of body or flatbed floor	X	
1	One pair of mud flaps with logo 30" tall (Trim as required)	X	
1	Under body mounting kit for a pair of mud flaps	X	
1	Bracket for storing grounding cable	X	
1	2/0 Black Electrical Cable used for grounding per ASTM F855-04: – 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp – Three point grounding system for grounding vehicle during work operations – Cable must be fully removed from bracket before use	X	
1	Grounding Loop Kit: Shall consist of two (2) grounding copper rings located one at front and one at rear	X	

Qty	(continued) Description	ACKNOWLEDGE	
		Yes	No
1	Boom rest	X	
1	LED 7-lamp DOT Lighting Package (Equal or equivalent to Peterson): – Complies with FMVSS 108 – Shall include required lights, junction box and wiring harness (Note: Back-up lights shall be LED)	X	
1	Lighted license plate bracket kit with LED light	X	
2	Amber strobe light (LED) with 4" tall & 6" diameter lens, and branch guard	X	
2	Strobe post mount bracket weldment for medium chassis	X	
1	Hour meter for power take off engagement time or engine hours (To be specified)	X	
1	Remote engine stop/start control from inside bucket	X	
1	Remote two-speed control from rear of vehicle	X	
1	15-ton Pintle Hook: Safety chain eyes	X	
1	ICC rear bumper	X	
1	7-prong trailer socket	X	
45	Fill with Hydraulic oil for general purpose use: Product maintenance manual shall specify type to be used	X	
1	Safety Kit shall consist of: – 5-lb ABC fire extinguisher with bracket – James King triangle reflector kit	X	
1	Paint Scheme: – Line body shall be painted one color: Oxford White – Aerial device shall be painted one color: Oxford White – Under carriage shall be painted black – All walking surfaces shall be painted with non-skid paint: White – Compartment top shall be painted with non-skid paint: White	X	
2	Grounding Lugs: One front and One rear	X	
	GENERAL BIDDER REQUIREMENTS <u>Includes</u> – The City of Tupelo reserves the right to reject any and all bids, to waive informalities in the bid, or to award to whomsoever they may choose. – The City of Tupelo will reject any and all bids which include an escalation charge to clause (including fuel surcharges). – Bidder shall state details of all standard and extended warranties furnished, including parts and labor for all components. – Any warranty labor to be performed by City of Tupelo mechanics shall be reimbursed by the bidder at the City of Tupelo's current labor rate. – To be mounted on a cab and chassis provided by City of Tupelo.	X	

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact PH Bidding Group at 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.

**PRICING SHOULD NOT BE INCLUDED IN INITIAL RESPONSE. PRICING WILL ONLY BE ACCEPTED THROUGH THE REVERSE AUCTION PROCESS BY VENDORS APPROVED IN THE PRE-QUALIFICATION PERIOD.**

Delivery Lead Time: 2030-2120 (Calendar Days)

Bid is: \_\_\_\_\_ as per specifications, taking no exceptions

X taking only those specification exceptions listed below or by letter attached and referenced to page numbers specified

Exceptions/Explanations: Reservoir will be a 30 gallon triangular tank that is mounted in the front driverside bulhead of cargo area

Platform will be end mount offering a 180 degree of hydraulic rotation

There is no Chassis Controller

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

**BIDDER INFORMATION**

Company Name: Altec Industries

Device Manufacturer: Altec Industries

Physical Address: 1730 Vanderbilt Rd

Billing Address (If different): \_\_\_\_\_

City: Birmingham State: AL Zip: 35234

Phone 205-458-1599

Email mason.calvert@altec.com

Authorized Agent Printed Name Mason Calvert

Title Technical Sales Representative

Signature \_\_\_\_\_

**City of Tupelo- 55' Compensated Overcenter Material Handling Aerial Device**



## Supplier Agreement

### INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

**This Agreement contains provisions for an administrative fee, discussed in Section 16.**

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

#### **PH Bidding Group Contact information is:**

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804  
662.407.0193  
[cory@phbidding.com](mailto:cory@phbidding.com)

### TERMS OF USE

#### **Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only**

If you have difficulty in completing this document, email us at [cory@phbidding.com](mailto:cory@phbidding.com) or call us direct at 662.407.0193.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

#### **Definitions:**

**“PH Bidding Group”** shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods or information.

**“You”, “Supplier” or “Suppliers”** shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group’ Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

**“Buyer”** shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

**“Reverse Auction Event Platform”** shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/> , which is used by various Buyers to procure services, goods or information.

- 1.) All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.
- 2.) PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.
- 3.) You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients' creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients' failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.
- 4.) This agreement shall be good for a one-time use of PH Bidding Group's reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 5.) PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.
- 6.) It shall be the supplier's responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.
- 7.) It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

- 8.) Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.
- 9.) It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.
- 10.) Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.
- 11.) Supplier agrees that he has no right to transfer this one-time use license.
- 12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.
- 13.) Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.
- 14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.
- 15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

**Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:**

**4% of the total contract price, including all service agreements, extended warranties and equipment.**

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids. Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

- 17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.
- 18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.
- 19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.
- 20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.



**Acceptance** - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: \_\_\_\_\_

Authorized Representative (Printed Name): \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

**BILLING INFORMATION:**

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Office Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

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

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

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to [cory@phbidding.com](mailto:cory@phbidding.com). For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0193.

**If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0193 or [info@phbidding.com](mailto:info@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE** November 29, 2022  
**SUBJECT:** IN THE MATTER OF AWARD OF BID # 2022-046WL JT

---

### Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, December 6, 2022:

**Bid No. 2022-046WL** – Directional Drilling Unit, Mud System and Trailer to the low qualified bid submitted by Vermeer Midsouth, Inc. in the amount of \$139,401.04.

# CITY OF TUPELO

## One (1) New Directional Drilling Unit

Lot Specification  
Lot Start Date / Time Nov 22, 2022 10:00 AM US/Central  
Lot End Date / Time Nov 22, 2022 10:30 AM US/Central  
Lot Duration 00:30 [hh:mm]



## One (1) New Directional Drilling Unit

Company	Bid Amount	Bidding Date / Time
Vermeer Midsouth	\$ 139,401.04 USD	Nov 22, 2022 10:00:21 AM US/Central

\*FORM A\*

**Submission Cover Letter  
For  
Un-priced Technical Proposal**

**One (1) New Directional Drilling Unit and Mud System**

**Bid # 2022-046WL**

.....  
The undersigned proposes to provide **One (1) New Directional Drilling Unit, Mud System and Trailer** as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below.

If, after reviewing all vendor submissions, the City of Tupelo decides to invite your company, Vermeer MidSouth, Inc. (your company name), to submit priced bids, we agree to participate in the reverse auction, which will take place on **November 22, 2022 at 10:0 AM CST**. We understand that pricing will only be accepted through the electronic reverse auction process. (Detailed instructions regarding the reverse auction process will be emailed to all approved vendors.)

It is understood that we have only one opportunity to submit an un-priced technical proposal. We affirm that we have read and understood this request for un-priced technical proposals and understand that Phase Two must be completed before the items are awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

We acknowledge that the City of Tupelo has the sole discretion and authority to determine whether our proposed commodity meets the specifications issued and also if it will meet the requirements and needs of the City of Tupelo Water & Light Department in performing their assigned daily tasks. We understand that the City of Tupelo may or may not invite our participation in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement.

We agree to abide by the terms and conditions of the PH Bidding Group Supplier agreement and understand that any questions regarding the agreement or the bid process should be directed to 662-407-0193 or [cory@phbidding.com](mailto:cory@phbidding.com).

If we are invited by the City of Tupelo to participate in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement, the invitation should be directed to:

Printed Name: FOREST NABORS  
Title: SALES MGR  
Company Name: VERMEER MIDSOUTH, INC.  
Email: forest@vermeermidsouth.com  
Phone: 901.634.8408

**\*FORM B\***

**SPECIFICATION RESPONSE FORM**

**One (1) New Directional Drilling Unit, Mud System and Trailer**

**Bid # 2022-046WL**

The undersigned proposes to furnish provide One (1) New Directional Drilling Unit, Mud System and trailer which meet the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Please check '✓' each line item – confirming specifications listed will be met.

Minimum Specifications	ACKNOWLEDGE	
	YES	NO
<p><b>General Information:</b></p> <ul style="list-style-type: none"> <li>Unit must be a medium range self-contained, horizontal fluid-assisted directional drilling system for trenchless installations.</li> <li>Unit must produce at least 7,500 pounds of pullback and 7,500 pounds of thrust.</li> <li>Rotation speed on drill stem must range from 0 to 186 rpm capable of a maximum of 1,100 ft/lbs of rotational torque.</li> </ul>	✓	
<p><b>Dimensions:</b></p> <ul style="list-style-type: none"> <li>Maximum transport width must not exceed 48 inches.</li> <li>Minimum operating weight must be 7,380 lbs including drilling unit with 50 drill pipe, drill pipe box, anchoring system and anchors.</li> </ul>	✓	
<p><b>Engine:</b></p> <ul style="list-style-type: none"> <li>Must have a diesel engine capable of producing a minimum of 66 hp. (Equal or equivalent to a Deutz TD2.9 or Deutz D2011L04i) Engine must be contained in the drilling unit.</li> </ul>	✓	
<p><b>Ground Drive:</b></p> <ul style="list-style-type: none"> <li>Must be rubber track mounted for easy mobility on a variety of job sites.</li> <li>Engine speed must be controlled with an incremental throttle control.</li> </ul>	✓	
<p><b>Operator Station:</b></p> <ul style="list-style-type: none"> <li>Must have integrated electric strike system control panels.</li> <li>Must have lever-controlled drill pipe breakout vise system.</li> <li>Must have single lever to control thrust/pullback and rotation movement.</li> <li>Must have a vandal cover for operator's station.</li> <li>Engine speed must be controlled from two levers – one at the operator's station, and one at the rear setup station.</li> <li>Ignition switch must be at rear of unit with remote start button at operator's station.</li> </ul>	✓	
<p><b>Hydraulic System:</b></p> <ul style="list-style-type: none"> <li>Unit must have three (3) hydraulic pumps to perform all onboard functions.</li> </ul>	✓	

<p><b><u>Electrical Strike System:</u></b></p> <ul style="list-style-type: none"> <li>• Drilling unit must come equipped with an electric strike system. The strike system must be active when the key is in the on position and must indicate when an electric strike has occurred through current and voltage sensing.</li> <li>• Must have capability to store electric strikes in the processor to record strike history.</li> <li>• Must include a warning horn and strobe light on the drilling unit activated by an actual electrical strike.</li> </ul>	✓	
<p><b><u>Drilling Fluid System:</u></b></p> <ul style="list-style-type: none"> <li>• Fluid flow must have a minimum of 16 gpm of drilling fluid flow variable from 0 to 16 gpm.</li> <li>• Maximum drilling fluid pressure should be at least 1,200 psi.</li> <li>• The unit must have an antifreeze tank for the onboard drilling fluid system.</li> </ul>	✓	
<p><b><u>Drilling Unit Requirements:</u></b></p> <ul style="list-style-type: none"> <li>• The drill pipe breakout system must be designed with vise-type wrenches for maximum torque and high performance. The wrenches must tilt toward the operator and have an open top for full visibility of the tool joint during operation.</li> <li>• The drill carriage must have an assisted makeup feature that automatically matches carriage movement speed to rotation to minimize thread damage during joint makeup and breakout.</li> <li>• The anchoring system must consist of two (2) heavy-duty anchors. Optional asphalt bits must be available for anchoring in streets.</li> <li>• Drilling unit must have rear stabilizers to aid in leveling drilling unit on side slopes.</li> </ul>	✓	
<p><b><u>Drill Pipe and Pipe Loading System:</u></b></p> <ul style="list-style-type: none"> <li>• Drill pipe box must be mounted on the drill frame and must hold enough pipes to have for over 300' of pipe on board.</li> <li>• A hydraulic drill pipe lubricator must come standard on the unit and must have a 2.0-gal thread lubricant capacity.</li> </ul>		✓
<p><b><u>Downhole Tools:</u></b></p> <ul style="list-style-type: none"> <li>• Unit must be furnished with a drill head, quick connect system and bit.</li> <li>• Tool joints must be heat-treated.</li> <li>• The directional head must be capable of accepting a variety of fluid nozzles and cutting bits for varied soil conditions.</li> </ul>	✓	
<p><b><u>Mud Mixing System:</u></b> REMOVE THIS SECTION (Per Addendum 1)</p> <ul style="list-style-type: none"> <li>• <del>Must provide up to 160 gpm of water to drilling unit.</del></li> <li>• <del>Suction time for 50 lbs must be 1 minute or less.</del></li> <li>• <del>Suction time for 100 lbs must be 2 minutes or less.</del></li> <li>• <del>Must be an air cooled gasoline engine (Equal or equivalent to Honda GX160)</del></li> <li>• <del>Engine must meet EPA Tier 3 requirements</del></li> <li>• <del>Engine must run at a maximum of 3,600 rpm and be rated at 4.8 net hp.</del></li> <li>• <del>Must be equipped with a .95 gal fuel tank.</del></li> </ul>		
<p><b><u>HDD Locator:</u></b> (Section Added with Addendum 1)</p> <ul style="list-style-type: none"> <li>• Unit must have depth and data range of 30/38m</li> <li>• Must have a low power depth of 15m and a data range of 20m.</li> <li>• Accuracy must be ±5% up to max depth</li> <li>• Length should be 15 inches with a diameter of 1.25 inches</li> <li>• Must be powered by rechargeable lithium-Ion batteries providing a minimum of 10 hours of power.</li> <li>• Must scan over 60 frequencies and allow for the use of multiple frequencies simultaneously.</li> </ul>	✓	

<p><b><u>Operator Training:</u></b>          An operator's manual that describes proper operation and maintenance of the unit must be provided. Operator training must be provided by qualified factory trained personnel at no additional cost.</p>	✓	
<p><b><u>GENERAL BIDDER REQUIREMENTS</u></b>  <u>Includes:</u></p> <ul style="list-style-type: none"> <li>➤ The City of Tupelo reserves the right to reject any and all bids, to waive informalities in the bid, or to award to whomsoever they may choose</li> <li>➤ Bidder shall state details of all standard and extended warranties furnished, including parts and labor for all components</li> <li>➤ Any warranty labor to be performed by City of Tupelo mechanics shall be reimbursed by the bidder at the City of Tupelo's current labor rate</li> <li>➤ Delivery – The successful bidder shall deliver the equipment to Tupelo Water and Light, located at 320 North Front Street, Tupelo, Mississippi 38804.</li> </ul>	✓	

Delivery Lead Time: Immediate (Calendar Days)

Bid is: \_\_\_\_\_ as per specifications, taking no exceptions

taking only those specification exceptions listed below or by letter attached and referenced to page numbers specified

Exceptions/Explanations: (INCLUDE IN SEPARATE ATTACHMENT IF NEEDED)

- 180' drill pipe
- 1 gallon thread lubricant
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0193 or [info@phbidding.com](mailto:info@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.

**PRICING SHOULD NOT BE INCLUDED IN THE INITIAL RESPONSE. PRICING WILL ONLY BE ACCEPTED THROUGH THE REVERSE AUCTION PROCESS BY VENDORS APPROVED IN THE PRE-QUALIFICATION PERIOD.**

**BIDDER INFORMATION FORM**

Company Name: Vermeer Midsouth, Inc

Physical Address: 1200 Vermeer Cove

Billing Address (If different): \_\_\_\_\_

City: Cordova State: TN Zip: 38018

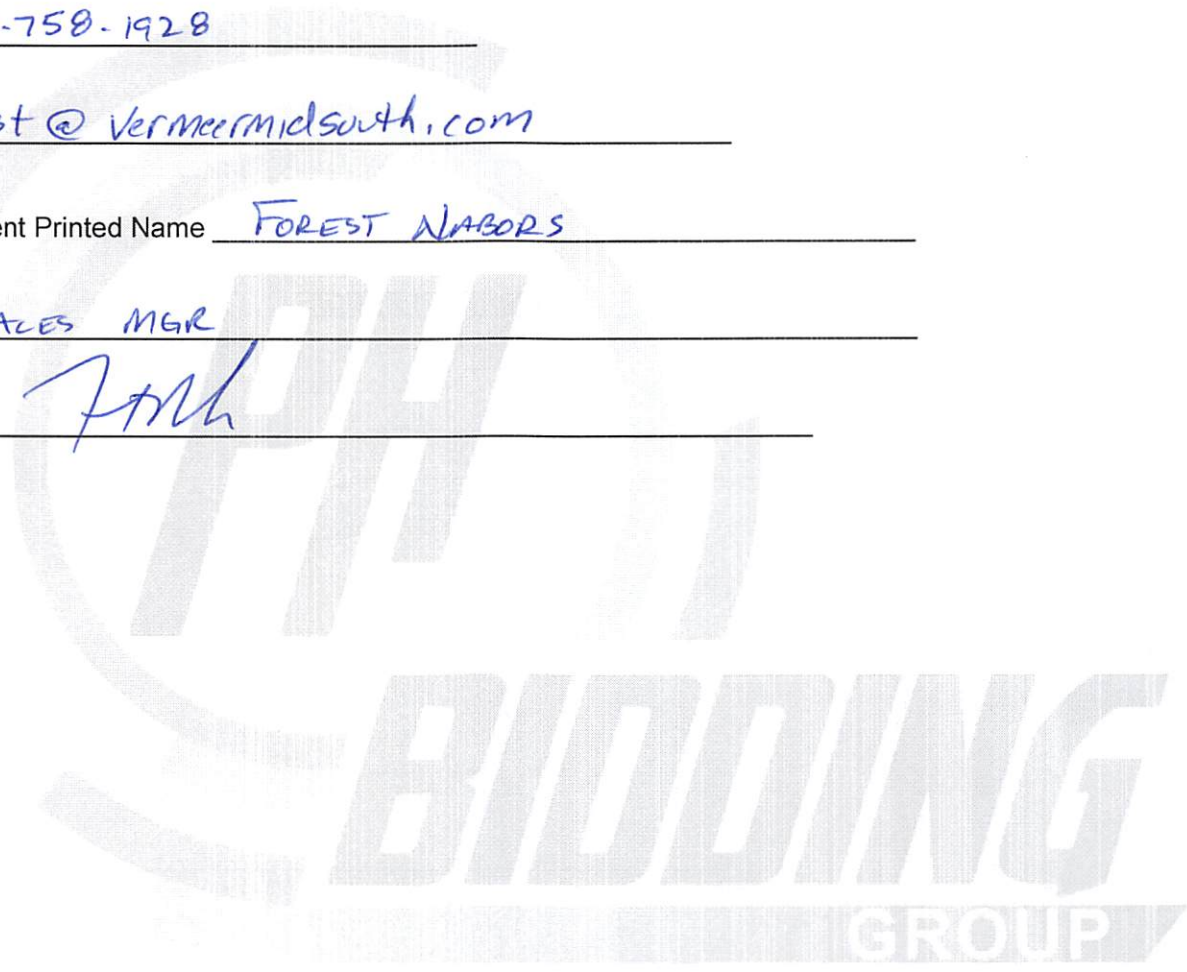
Phone 901-758-1928

Email forest@vermeermidsouth.com

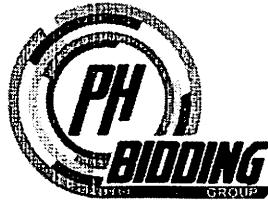
Authorized Agent Printed Name FOREST NABORS

Title SALES MGR

Signature *FN*







## Supplier Agreement

### INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

**This Agreement contains provisions for an administrative fee, discussed in Section 16.**

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

#### **PH Bidding Group Contact information is:**

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804  
662.407.0193  
[cory@phbidding.com](mailto:cory@phbidding.com)

### TERMS OF USE

#### **Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only**

If you have difficulty in completing this document, email us at [cory@phbidding.com](mailto:cory@phbidding.com) or call us direct at 662.407.0193.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

#### **Definitions:**

**“PH Bidding Group”** shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods or information.

**“You”, “Supplier” or “Suppliers”** shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group’ Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

**“Buyer”** shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

**“Reverse Auction Event Platform”** shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/> , which is used by various Buyers to procure services, goods or information.

- 1.) All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.
- 2.) PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.
- 3.) You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients' creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients' failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.
- 4.) This agreement shall be good for a one-time use of PH Bidding Group's reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 5.) PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.
- 6.) It shall be the supplier's responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.
- 7.) It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

- 8.) Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.
- 9.) It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.
- 10.) Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.
- 11.) Supplier agrees that he has no right to transfer this one-time use license.
- 12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.
- 13.) Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.
- 14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.
- 15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

**Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:**

**4% of the total contract price, including all service agreements, extended warranties and equipment.**

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids.

Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

- 17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.
- 18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.
- 19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.
- 20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

**Acceptance** - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: Vermeer Midsouth, Inc

Authorized Representative (Printed Name): FOREST NABORS

Title of Authorized Representative: SALES MGR

**BILLING INFORMATION:**


Email Address: forest@vermeermidsouth.com

Physical Address: 1200 Vermeer Cove  
Cordova TN 38018

Mailing Address (if different): \_\_\_\_\_  
\_\_\_\_\_

Office Phone: 901-758-1928

Mobile Phone: 901-634-8408

Signature: 

Date: 11/11/2022

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to [cory@phbidding.com](mailto:cory@phbidding.com). For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0193.

**If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0193 or [info@phbidding.com](mailto:info@phbidding.com) at least one day prior to the specification response deadline or the reverse auction date.**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE:** November 29, 2022  
**SUBJECT:** IN THE MATTER OF ACCEPTANCE OF WPCRLF LOAN (SRF-C280885-08)  
**JT**

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**Request:**

Approval of the attached Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of \$18,000,000.00 for the following:

- Central Pumping Station Renovation
- B&B Sewer Outfall – McCullough Boulevard
- Cooper Tire to Central Pump Station – Installation of High Pressure Sewer Line
- Tupelo-Lee Industrial Park Sewer Improvements

LOAN NUMBER: SRF-C280885-08-0

**WATER POLLUTION CONTROL  
REVOLVING LOAN FUND LOAN AGREEMENT**

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY (Commission) acting through the DEPARTMENT OF ENVIRONMENTAL QUALITY (Department) and the CITY OF TUPELO, existing as a local government or agency (Loan Recipient) under the laws of the State of Mississippi.

**WITNESSETH:**

WHEREAS, pursuant to the Mississippi Water Pollution Control Revolving Fund and Emergency Loan Fund Act, Sections 49-17-81, et seq. Mississippi Code Annotated (1972) (the "Act"), the Department is authorized to make loans to certain local government agencies to finance the construction of eligible pollution control projects; and

WHEREAS, the Loan Recipient has submitted a facilities plan and has made application for the financing of a particular Project (the "Project"), and the Department has determined that, based upon these submittals, such Project appears to meet all requirements for a loan; and

WHEREAS, pursuant to the Act, this Loan Agreement shall retain payment priority and all Loan Repayment shall be made prior to, the principal or interest on any bonds subsequently issued by the Loan Recipient in connection with the eligible pollution control project that is the subject of this Loan Agreement.

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the Water Pollution Control Revolving Loan Fund Regulations and as set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this Agreement, as amended.
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.

(3) "Loan Repayment" shall mean the monthly (or "semi-annual" if Loan Repayment is made through Withholding of Homestead Exemption) payment due from the Loan Recipient to the Department, comprised of principal and interest.

(4) "Project" shall mean facilities funded under this Agreement as described in Article IX.

(5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.

(6) "WPCRLF Regulations" shall mean the Water Pollution Control Revolving Loan Fund Program Regulations effective for projects funded on and after December 19, 2004.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

## **ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS**

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

(1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.

(4) The Loan Recipient knows of no reason why any future required permits, real property interests, or approvals for the Project cannot be obtained within the time frame required by this loan agreement.

(5) The Loan Recipient shall undertake the Project on its own responsibility. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The



Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Such approval of any document is for loan eligibility or allowability purposes only and does not establish or convey any such liability or responsibility.

(6) The Loan Recipient has, or will have prior to advertisement of the project for bids, a procurement protest procedure in accordance with Appendix I of the WPCRLF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.

(7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.

(8) The Loan Recipient agrees to design, acquire land and easements, and construct the Project in accordance with the Project schedule, delays incident to strikes, riots or acts of God beyond the reasonable control of the Loan Recipient excepted.

(9) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to design, acquire land and easements, construct, and place in operation the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

(10) The Loan Recipient must accept flows from any community or area designated in the approved facilities plan to be served by the system funded by the WPCRLF loan, generally without regard to any condition other than user charges developed on an equitable cost basis and the terms of the interlocal agreements required by the WPCRLF Regulations.

(11) The Loan Recipient covenants that it has provided the Department a list of any and all issuances of bonds, the proceeds of which have or will be used in connection with the Project in any respect.

(12) The Loan Recipient covenants in the event there are any future bond issuances where proceeds are used in connection with the Project in any respect that Payments under this Agreement shall be made prior to the payments of principal or interest on those bonds.

(13) The Loan Recipient covenants and agrees that it shall provide the Department with notice within ten (10) days of the first official action regarding the Loan Recipient's intent to issue bonds in connection with the Project whether contemporaneous with or subsequent to the execution of this Agreement.

(14) The Loan Recipient covenants and agrees that, in the event that Loan Recipient issues bonds in connection with the Project, the Loan Recipient shall subordinate said bonds to the terms of this Agreement.

(15) The Loan Recipient covenants and agrees to allow the Department to execute and file for record a Uniform Commercial Code (UCC-1) Financing Statement pledging all personal property and fixtures related to the Project as further security for the Loan Repayment pursuant to the terms of this Agreement, a copy of the UCC-1 is attached hereto as Exhibit A. Upon execution, the UCC-1 shall be filed in the Land Records of Lee County, Mississippi.

(16) The Loan Recipient covenants and agrees to enter into a Memorandum of Agreement with the Department for the purpose of providing notice of this Agreement, a proposed copy of the Memorandum of Agreement is attached hereto as Exhibit B. Upon execution, the Memorandum of Agreement shall be filed for record in the Land Records of Lee County, Mississippi.

2.02. COMPLIANCE WITH STATE STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state statutes and regulations including, but not limited to, the WPCRLF Regulations. The WPCRLF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain sufficient moneys from other sources to complete and place the Project in operation. Should the Department not award additional loan funds, this shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

### **ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM**

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner and shall promptly make all necessary repairs and replacements.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements must be approved by the Department and, if approved, shall become part of the Project.

3.03. **COLLECTION OF REVENUES.** The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System during the life of the Project.

3.04. **LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES.** The Loan Recipient shall maintain project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

#### **ARTICLE IV - DEFAULTS AND REMEDIES**

4.01. **EVENTS OF DEFAULT.** Each of the following events is hereby declared an event of default:

(1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.

(2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.

(3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.

(4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.

(7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. NOTICE OF DEFAULT. The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. REMEDIES. Upon any event of default, the Department may enforce its rights by utilizing one or more of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.

(2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Commissioner of the Mississippi Department of Revenue delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30th) day following the date upon which payment is due. The penalty interest shall be compounded monthly (or "semi-annual" if Loan Repayment is made through Withholding of Homestead Exemption).

(6) By notifying financial market credit rating agencies.

(7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30th) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly (or "semi-annual" if Loan Repayment is made through Withholding of Homestead Exemption).

(8) By accelerating the repayment schedule or increasing the interest rate in accordance with the WPCRLF Regulations.

(9) By withholding payments to the Loan Recipient.

(10) By terminating the Loan Agreement, after providing thirty (30) days written notice of such intent to terminate the Loan Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month (or "semi-annual repayment period" if Loan Repayment is made through Withholding of Homestead Exemption) shall be added to the Loan Repayment due in the succeeding month (or "semi-annual repayment period" if Loan Repayment is made through Withholding of Homestead Exemption) and all months (or "semi-annual repayment periods" if Loan Repayment is made through Withholding of Homestead Exemption) thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the State Water Pollution Control Revolving Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the State Water Pollution Control Revolving Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has executed a loan agreement and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun before the end of the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

5.04. AMENDMENT OF AGREEMENT. Modification, changes or amendments to this Agreement may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Agreement shall be (1) in writing and signed by both parties, and (2) consistent with applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency.

5.05. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.06. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the WPCRLF Regulations, the Regulations will govern unless this Agreement specifically provides otherwise.

5.07. EXECUTION OF AGREEMENT. This Agreement becomes effective upon execution by the Department and the Loan Recipient. This Agreement will not be altered by the Loan Recipient after execution by the Department.

5.08. BONDS AND INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

## **ARTICLE VI - CLEAN WATER ACT AND OTHER FEDERAL REQUIREMENTS**

6.01. TITLE VI PROVISIONS. The Loan Recipient shall comply with all provisions of Title VI of the Clean Water Act and regulations thereunder.

6.02. APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS. The Loan Recipient shall comply with all applicable state and federal laws, regulations, and executive orders as required by the WPCRLF Regulations, Appendix J.

6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act Amendments of 1996 and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Department and the designated Federal Clearinghouse, within the time frames allowed in the Act.

**ARTICLE VII - DETAILS OF FINANCING**

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$18,000,000.00.

7.02. PROJECT BUDGET. The Loan Recipient agrees to the following Project Budget. Payments to the Loan Recipient for each cost item may not exceed the sum of that project budget line item and any remaining contingency. Payments out of the contingency line item may be further limited if the Department determines that such payments could jeopardize completion of the Project. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department, and must be in accordance with the WPCRLF Regulations.

	<u>Loan Amount</u>
(1) Planning and Loan Application Phase Professional Services	\$ <u>246,750.00</u>
(2) Design and Land Acquisition Phase Professional Services	\$ <u>1,192,990.00</u>
(3) Land and Easement Costs	\$ <u>50,000.00</u>
(4) Construction	\$ <u>14,061,000.00</u>
(5) Construction Phase Professional Services	\$ <u>1,268,800.00</u>
(6) Contingency	\$ <u>1,181,460.00</u>
(7) TOTAL LOAN AMOUNT	\$ <u>18,000,000.00</u>

7.03. INTEREST RATE AND ACCRUAL. The rate of interest on the unpaid principal of the Loan is 0.8 percent per annum, to be compounded monthly (or “semi-annual” if Loan Repayment is made through Withholding of Homestead Exemption). Interest on amounts paid to the Loan Recipient shall commence on March 8, 2025 one year after the date established in the initial loan agreement for issuance of the notice to proceed for the earliest construction contract in accordance with WPCRLF Regulation Rule 7.3.I (1). Interest accrued prior to initiation of the repayment process will be added to the final allowable project costs to determine the principal amount to be repaid by the Loan Recipient.

7.04. REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the Mississippi Department of Revenue to withhold \$82,132.564 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972, as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement for a period of 237 months, to begin January, 2026, subject to amendment in accordance with the WPCRLF Regulations. The monthly repayments to be made by the Mississippi Department of Revenue to the State Water Pollution Control Revolving Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$82,132.56, for a period of 237 months, to begin February, 2026, with the exception of that portion of the repayments specified below in Article 7.05. as the administrative fee. The annual total of payments shall not exceed the annual total for any other year of the loan by more than fifteen percent (15%). The Mississippi Department of Revenue will deposit the administrative fee portion of the loan repayments into State Treasury Fund #3588 until such time that the administrative fee is collected in full. This repayment schedule is subject to amendment in accordance with the WPCRLF Regulations.

7.05. ADMINISTRATIVE FEE. An administrative fee will be collected from the loan repayment amounts described in Article 7.04. to defray the costs of administering the fund. Beginning with the initiation of the repayment process and until such time that the total administrative fee is collected, the interest portion of each repayment will not be charged, and in lieu of the interest portion, an equal amount of the repayment will be collected as the administrative fee. The amount of the administrative fee to be collected will be equal to \$900,000.00 (which is five percent of the final total loan amount reflected in Article 7.01) or the total amount of interest due over the life of the loan, whichever is less. This supersedes and constitutes a variance to WPCRLF Regulation Rule 7.3.J.

7.06. BIDS IN EXCESS OF BUDGET AMOUNTS. Should the bids for construction, equipment and supplies, and testing for this project exceed the budget amounts for these items plus contingency, the Department may terminate this loan agreement in accordance with the procedures described in Article 4.03.

7.07. AVAILABILITY OF FUNDS. The Loan Recipient understands and agrees that this loan award is based upon anticipated federal, state match, and other funds being made available to the Department. The Loan Recipient agrees that should such anticipated funds not be made available to the Department, the Department may delay payments to the Loan Recipient, may terminate the loan agreement, and/or may recover any previous payments made to the Loan Recipient. The Loan Recipient releases the Department from all liability for any claims or damages related to such actions and further agrees not to take any legal or other actions against the Department in regard to such claims, damages, or actions by the Department.

7.08. PROHIBITION OF DUPLICATE FUNDING. The Loan Recipient hereby agrees that all costs requested for reimbursement from the State Revolving Fund have not been, and will not be, also requested or received from other State or Federal agency funding sources.



## ARTICLE VIII - PROJECT BUDGET PERIOD

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this project begins on February 1, 2020, and expires on November 13, 2025. No costs that are incurred or requested after the expiration date will be eligible. The expiration date was determined based on 30 days after the Department's final construction observation. Department approval of loan eligible time extension change orders will automatically extend the budget period through such loan eligible date.

## ARTICLE IX - PROJECT DESCRIPTION

9.01. PROJECT DESCRIPTION. The Project shall mean facilities funded in whole or in part under this Loan Agreement as follows:

The replacement of the Central Pump Station and Force Main, two (2) existing pump stations, and approximately 12,200 linear feet (LF) of existing 10-12 inch gravity sewer lines; the construction of one (1) new pump station and 9,750 feet LF of pressure sewer lines; and related appurtenances.

The loan eligible scope is specifically limited to that identified as eligible in the approved facilities plan, and as further described by plans, specifications, contract documents, and contract change orders approved as eligible by the Department. The Loan Recipient hereby agrees that no additional eligible scope will be added to this Project Description.

## ARTICLE X - PROJECT SPECIFIC LOAN CONDITIONS

10.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with the following Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the WPCRLF Regulations.

(1) The Loan Recipient agrees to the following schedule in accordance with the WPCRLF Regulations. Earlier completion of certain actions may require earlier completion of other actions.

- a. By May 28, 2023, submit a complete set of plans, specifications and contract documents on each construction contract, limited site certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible), and other submittals if required by WPCRLF Regulation Rule 7.3.D.(2)(c);
- b. By August 26, 2023, secure approval of plans, specifications and contract documents on each construction contract by the Department;
- c. By November 24, 2023, but prior to advertisement for bids on each construction contract, submit clear site certificates from the Loan Recipient and title counsel for all real property (eligible and ineligible), secure necessary local funds for

- the project and submit proof of such funds, and submit any other required permits or clearances;
- d. By November 24, 2023, advertise each construction contract for bids;
  - e. By January 8, 2024, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;
  - f. By January 22, 2024, but no later than 14 days after receipt of bids on each construction contract, submit the completed MBE/WBE documentation;
  - g. By January 29, 2024, but no later than 21 days after receipt of bids on each construction contract, submit the bid package, a loan amendment request, and all necessary executed professional services contracts;
  - h. By March 8, 2024, but no later than 60 days after receipt of bids on each construction contract, execute and submit construction contract documents and issue and submit a copy of the notice to proceed;
  - i. By July 22, 2025 (90% of construction contract time), enact the approved user charge system and ordinance and submit proof of enactment;
  - j. By July 22, 2025 (90% of construction contract time), develop and implement a Fiscal Sustainability Plan (FSP) and submit the required FSP certification;
  - k. By September 14, 2025 (date may change due to approved change orders), but no later than the contract completion date on each construction contract, complete construction;
  - l. By September 24, 2025, but no later than 10 days after completion on each construction contract, notify the Department of construction completion;
  - m. By October 14, 2025, but no later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying Department's final construction observation;
  - n. By October 14, 2025, but no later than 30 days after the contract completion date on each construction contract, the Department will perform a final construction observation;
  - o. By November 13, 2025, but no later than 30 days after the Department's final construction observation on each construction contract, the Loan Recipient must submit the following: final loan payment requests; approvable summary change order; record drawings for the entire project funded in whole or in part with WPCRLF funds; the engineer's certification of compliance with plans,

specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Loan Agreement. **Loan payment requests submitted after this date are not allowable, regardless of when the costs were incurred;**

(2) Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Loan Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Loan Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Loan Agreement requirement.

(3) If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for related services shall be reduced to reflect eligible costs using one of the following methods.

- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. Contracts for all related services shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
- b. The payments shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the payments for related services will exceed the eligible amount, the Department may limit payments prior to the final payment.

(4) The Loan Recipient shall undertake the six affirmative steps as stated in Appendix D, of the WPCRLF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the subagreements awarded under this Project. The fair share objectives negotiated for this Project are 3.6% minority and 2.1% women's business enterprises.

10.02. SUPPLEMENTAL FY- 2022 PROJECT SPECIFIC LOAN CONDITIONS. The following Project Specific Loan Conditions are included pursuant to WPCRLF Program changes which resulted from the federal Water Resources Reform and Development Act of 2014, P.L. 113-121 (WRRDA), and/or from the exhaustion of the banked equivalency/cross-cutter compliance utilized by the WPCRLF Program since FY-2001:

(1) **Additional “Cross-cutting” Federal Authorities.** The Loan Recipient understands and agrees that this project must comply, as applicable, with the additional “cross-cutting” federal authorities, as outlined in Part 2, Sections III.A, B, C, I and J of the “Water Pollution Control Revolving Loan Fund Program Final FY-2022 Intended Use Plan.” This condition supersedes and constitutes a variance to WPCRLF Regulation Rule 7.1.B.

(2) **Environmental Review [WRRDA Section 5002(1)].** The Loan Recipient understands and agrees that this project must comply with 40CFR35.3140(b) {Tier 1 “NEPA-like” review}, as outlined in Part 2, Section III.D of the “Water Pollution Control Revolving Loan Fund Program Final FY-2022 Intended Use Plan.” This condition supersedes and constitutes a variance to WPCRLF Regulations Appendix B.

(3) **Fiscal Sustainability Plan [WRRDA Section 5003(2)].** The Loan Recipient shall develop and implement a Fiscal Sustainability Plan (FSP), as outlined in Part 2, Section III.E of the “Water Pollution Control Revolving Loan Fund Program Final FY-2022 Intended Use Plan,” and shall certify that the required FSP has been developed and implemented by the date established in the Loan Schedule [Article X, Section 10.01(1)], which represents 90% of construction completion.

(4) **Generally Accepted Accounting Principles (GAAP) [WRRDA Section 5002].** The Loan Recipient shall maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards relating to the reporting of infrastructure assets. The most recent applicable standard is GASB Statement No. 34 (GASB 34), issued in June 1999.

(5) **Uniform Relocation Assistance and Real Property Acquisition Policies Act [Cross-Cutter].** As outlined in Part 2, Section III.H of the “Water Pollution Control Revolving Loan Fund Program Final FY-2022 Intended Use Plan,” the Loan Recipient shall comply with the federal “Uniform Act” in the acquisition of all land/easements/right-of-way required for the project. This condition supersedes and constitutes a variance to WPCRLF Regulations Appendix J, Item M.

(6) **Davis Bacon Prevailing Wage Rates [WRRDA Section 5002].** The Loan Recipient shall comply with all applicable Davis Bacon (DB) requirements, as referenced in Section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372).

(7) **American Iron and Steel [WRRDA Section 5004].** The Loan Recipient shall comply with all applicable American Iron and Steel (AIS) requirements, as outlined in Section 608 of the Federal Water Pollution Control Act (33 U.S.C. 1388).

(8) **Federal Procurement for Engineering Services [WRRDA Section 5002].** As outlined in Part 2, Section III.M of the “Water Pollution Control Revolving Loan Fund Program Final FY-2022 Intended Use Plan,” the Loan Recipient shall ensure that all WPCRLF-funded contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services are negotiated in the same manner as a contract for architectural and

engineering services is negotiated under 40 U.S.C. 1101 et seq. This condition supersedes and constitutes a variance to WPCRLF Regulation Rule 7.3.B(2)(f); Appendix A, Item A.(11); and Appendix C.

(9) **Signage [Non-statutory EPA Mandate].** As outlined in Part 2, Section III.P of the “Water Pollution Control Revolving Loan Fund Program Final FY-2022 Intended Use Plan,” the Loan Recipient shall ensure that a project-specific EPA Public Awareness Notification (provided by MDEQ) is displayed on a bulletin board/sign in a prominent location at the project site for the duration of the contract. The Loan Recipient acknowledges and understands that the Notification should also be displayed in other prominent locations (Loan Recipient’s office, website, court house, library, etc.) accessible to the public.

IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed on its behalf by the Executive Director of the Department and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative

CITY OF TUPELO

By: \_\_\_\_\_  
Johnny Timmons, Manager  
Water and Light Department

\_\_\_\_\_  
(Date)

STATE OF MISSISSIPPI  
DEPARTMENT OF  
ENVIRONMENTAL QUALITY

By: *Adrienne Dean Hey*  
*for* \_\_\_\_\_  
Chris Wells  
Executive Director

\_\_\_\_\_  
September 30, 2022  
(Date)

STATE OF MISSISSIPPI  
DEPARTMENT OF REVENUE

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

\_\_\_\_\_  
(Date)

**EXHIBIT A to LOAN AGREEMENT**

**UCC-1 FINANCING STATEMENT**

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Mississippi Department of Environmental Quality  
 OPC/SWD/Construction Branch  
 WPCRLF Loan Program  
 P. O. Box 2261  
 Jackson, MS 39225-2261**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME  
**City of Tupelo**

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS  
**P. O. BOX 588**

CITY <b>Tupelo</b>	STATE <b>MS</b>	POSTAL CODE <b>38802</b>	COUNTRY <b>USA</b>
-----------------------	--------------------	-----------------------------	-----------------------

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**Mississippi Department of Environmental Quality**

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS  
**P. O. Box 2261**

CITY <b>Jackson</b>	STATE <b>MS</b>	POSTAL CODE <b>39225-2261</b>	COUNTRY <b>USA</b>
------------------------	--------------------	----------------------------------	-----------------------

4. COLLATERAL: This financing statement covers the following collateral:

**All personal property and fixtures related to the project constructed, improved, repaired, replaced, purchased or refinanced with the proceeds of Loan No. SRF-C280885-08.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:  
 Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
 Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:



## Instructions for UCC Financing Statement (Form UCC1)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1; use of the correct name for the Debtor is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

### ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

1. **Debtor's name.** Carefully review applicable statutory guidance about providing the debtor's name. Enter only one Debtor name in item 1 -- either an organization's name (1a) or an individual's name (1b). If any part of the Individual Debtor's name will not fit in line 1b, check the box in item 1, leave all of item 1 blank, check the box in item 9 of the Financing Statement Addendum (Form UCC1Ad) and enter the Individual Debtor name in item 10 of the Financing Statement Addendum (Form UCC1Ad). Enter Debtor's correct name. Do not abbreviate words that are not already abbreviated in the Debtor's name. If a portion of the Debtor's name consists of only an initial or an abbreviation rather than a full word, enter only the abbreviation or the initial. If the collateral is held in a trust and the Debtor name is the name of the trust, enter trust name in the Organization's Name box in item 1a.

1a. **Organization Debtor Name.** "Organization Name" means the name of an entity that is not a natural person. A sole proprietorship is **not** an organization, even if the individual proprietor does business under a trade name. If Debtor is a registered organization (e.g., corporation, limited partnership, limited liability company), it is advisable to examine Debtor's current filed public organic records to determine Debtor's correct name. Trade name is insufficient. If a corporate ending (e.g., corporation, limited partnership, limited liability company) is part of the Debtor's name, it must be included. Do not use words that are not part of the Debtor's name.

1b. **Individual Debtor Name.** "Individual Name" means the name of a natural person; this includes the name of an individual doing business as a sole proprietorship, whether or not operating under a trade name. The term includes the name of a decedent where collateral is being administered by a personal representative of the decedent. The term does not include the name of an entity, even if it contains, as part of the entity's name, the name of an individual. Prefixes (e.g., Mr., Mrs., Ms.) and titles (e.g., M.D.) are generally not part of an individual name. Indications of lineage (e.g., Jr., Sr., III) generally are not part of the individual's name, but may be entered in the Suffix box. Enter individual Debtor's surname (family name) in Individual's Surname box, first personal name in First Personal Name box, and all additional names in Additional Name(s)/Initial(s) box.

If a Debtor's name consists of only a single word, enter that word in Individual's Surname box and leave other boxes blank.

For both organization and individual Debtors. Do not use Debtor's trade name, DBA, AKA, FKA, division name, etc. in place of or combined with Debtor's correct name; filer may add such other names as additional Debtors if desired (but this is neither required nor recommended).

1c. Enter a mailing address for the Debtor named in item 1a or 1b.

2. **Additional Debtor's name.** If an additional Debtor is included, complete item 2, determined and formatted per Instruction 1. For additional Debtors, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP) and follow Instruction 1 for determining and formatting additional names.

3. **Secured Party's name.** Enter name and mailing address for Secured Party or Assignee who will be the Secured Party of record. For additional Secured Parties, attach either Addendum (Form UCC1Ad) or Additional Party (Form UCC1AP). If there has been a full assignment of the initial Secured Party's right to be Secured Party of record before filing this form, either (1) enter Assignor Secured Party's name and mailing address in item 3 of this form and file an Amendment (Form UCC3) [see item 5 of that form]; or (2) enter Assignee's name and mailing address in item 3 of this form and, if desired, also attach Addendum (Form UCC1Ad) giving Assignor Secured Party's name and mailing address in item 11.

4. **Collateral.** Use item 4 to indicate the collateral covered by this financing statement. If space in item 4 is insufficient, continue the collateral description in item 12 of the Addendum (Form UCC1Ad) or attach additional page(s) and incorporate by reference in item 12 (e.g., See Exhibit A). Do not include social security numbers or other personally identifiable information.

**Note:** If this financing statement covers timber to be cut, covers as-extracted collateral, and/or is filed as a fixture filing, attach Addendum (Form UCC1Ad) and complete the required information in items 13, 14, 15, and 16.

5. If collateral is held in a trust or being administered by a decedent's personal representative, check the appropriate box in item 5. If more than one Debtor has an interest in the described collateral and the check box does not apply to the interest of all Debtors, the filer should consider filing a separate Financing Statement (Form UCC1) for each Debtor.

6a. If this financing statement relates to a Public-Finance Transaction, Manufactured-Home Transaction, or a Debtor is a Transmitting Utility, check the appropriate box in item 6a. If a Debtor is a Transmitting Utility and the initial financing statement is filed in connection with a Public-Finance Transaction or Manufactured-Home Transaction, check only that a Debtor is a Transmitting Utility.

6b. If this is an Agricultural Lien (as defined in applicable state's enactment of the Uniform Commercial Code) or if this is not a UCC security interest filing (e.g., a tax lien, judgment lien, etc.), check the appropriate box in item 6b and attach any other items required under other law.

7. **Alternative Designation.** If filer desires (at filer's option) to use the designations lessee and lessor, consignee and consignor, seller and buyer (such as in the case of the sale of a payment intangible, promissory note, account or chattel paper), bailee and bailor, or licensee and licensor instead of Debtor and Secured Party, check the appropriate box in item 7.

8. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 8 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

**EXHIBIT B to LOAN AGREEMENT**  
**MEMORANDUM OF LOAN AGREEMENT**

Prepared by, and after recording, return to:  
Mississippi Department of  
Environmental Quality  
P. O. Box 2261  
Jackson, MS 39225-2261

Indexing Instructions:  
Section 36 Township 9 S, Range 5 E  
Section 25 Township 9 S, Range 5 E  
Section 24 Township 9 S, Range 5 E  
Section 6 Township 10 S, Range 6 E  
Section 7 Township 10 S, Range 6 E  
Section 7 Township 10 S, Range 6 E  
Section 1 Township 11 S, Range 5 E  
Section 6 Township 11 S, Range 6 E  
Section 31 Township 10 S, Range 6 E  
Section 32 Township 10 S, Range 6 E  
Lee County, Mississippi

STATE OF MISSISSIPPI  
COUNTY OF LEE

**MEMORANDUM OF LOAN AGREEMENT**

GRANTOR: MISSISSIPPI DEPARTMENT OF  
ENVIRONMENTAL QUALITY  
P. O. BOX 2261  
JACKSON, MS 39225-2261

GRANTEE (LOAN RECIPIENT): CITY OF TUPELO  
P.O. BOX 588  
TUPELO MS, 38802

THIS MEMORANDUM OF LOAN AGREEMENT (“Memorandum”) is made by and between STATE OF MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY (“Commission”) acting through the DEPARTMENT OF ENVIRONMENTAL QUALITY (“Department”) and the CITY OF TUPELO, existing as a local government or agency (“Loan Recipient”) under the laws of the State of Mississippi, effective as of September 30, 2022.

**WITNESSETH:**

WHEREAS, pursuant to the Mississippi Water Pollution Control Revolving Fund and Emergency Loan Fund Act, Sections 49-17-81, et seq., Mississippi Code Annotated (1972) (the “Act”), the Department is authorized to make loans to certain local government agencies to finance the construction of eligible pollution control projects;

WHEREAS, on the September 30th, day of September, 2022, the Department and Loan Recipient entered into a mutually binding unrecorded Water Pollution Control Revolving Loan Fund Loan Agreement (“**Loan Agreement**”) specifying the terms and conditions of the project, the Loan and the Loan Repayment thereof. The Loan Agreement awarded a loan amount of \$18,000,000.00 to the Loan Recipient to finance the construction of the project;

WHEREAS, the project is located on certain property(ies) located in Section 36 Township 9 S, Range 5 E, Section 25 Township 9 S, Range 5 E, Section 24 Township 9 S, Range 5 E, Section 6 Township 10 S, Range 6 E, Section 7 Township 10 S, Range 6 E, Section 7 Township 10 S, Range 6 E, Section 1 Township 11 S, Range 5 E, Section 6 Township 11 S Township Range 6 E Section 31 Township 10 S, Range 6 E and Section 32 Township 10 S, Range 6 E County, Mississippi, and is described in Exhibit A attached hereto;

WHEREAS, pursuant to the Act, Loan Recipient is required to and authorized to pledge for the Loan Repayment of the Loan Agreement (a) any part of the sales tax reimbursement to which it may be entitled under 27-65-75, and (b) any part of the homestead exemption annual loss reimbursement to which it may be entitled 27-33-77, to meet the Loan Repayment schedule set for in the Loan Agreement;

WHEREAS, pursuant to the Act, Loan Recipient has secured the Loan Repayment of the Loan Agreement by pledging as collateral all or any part of the Revenues from the project constructed, improved, repaired, replaced, purchased or refinanced with the proceeds of the Loan;

WHEREAS, as a condition precedent to the Loan, the Loan Recipient and the Department agreed to enter into this Memorandum of Loan Agreement for the purpose of providing record notice of the Loan Agreement and its priority lien position;

WHEREAS, as a condition precedent to the Loan, the Loan Recipient agreed that all subsequent bond issues shall be subordinate, junior, and inferior to all of the terms, covenants and conditions of the Loan;

NOW, THEREFORE, in consideration of the mutual premises contained herein, in the Loan Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Memorandum is not a complete summary of the terms, conditions, and provisions of the Loan Agreement. A Copy of the Loan Agreement may be found at the offices of the Department or the Loan Recipient.

2. In the event of any conflict between the terms of this Memorandum and the Loan Agreement, the terms of the Loan Agreement shall supersede and prevail.

3. This Memorandum may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**IN WITNESS THEREOF**, this Memorandum of Loan Agreement has been duly executed by the parties below on the dates set forth in the acknowledgement but to be effective as of the date above written.

**[SIGNATURE PAGE – MEMORANDUM OF LOAN AGREEMENT]**

IN WITNESS WHEREOF, the parties have duly executed this Memorandum as of the day and year first above written.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

*for* *Adunne Stanley*  
BY: CHRIS WELLS  
ITS: EXECUTIVE DIRECTOR

**CITY OF TUPELO**

\_\_\_\_\_  
BY: JOHNNY TIMMONS  
ITS: MANAGER

ACKNOWLEDGEMENT

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, within my jurisdiction, the within named Chris Wells, who acknowledged that he/she is the Executive Director of Mississippi Department of Environmental Quality, and that for and on behalf of the said agency, and as the act and deed of said agency, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

[SEAL]

OR

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 10th day of November, 2022, within my jurisdiction, Adrienne Brantley, who acknowledged that he/she is the Chief Administrative Officer of Mississippi Department of Environmental Quality, acting on behalf of the within named Executive Director of Mississippi Department of Environmental Quality, and that for and on behalf of the said agency, and as the act and deed of said agency, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

Jill S. Bailey  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

[SEAL]



**ACKNOWLEDGEMENT**

STATE OF MISSISSIPPI  
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, within my jurisdiction, the within named Johnny Timmons, who acknowledged that he is Manager City of Tupelo a local government or agency, and that for and on behalf of said local government or agency, and as the act and deed of said local government or agency, he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

[SEAL]



**EXHIBIT A to MEMORANDUM OF LOAN AGREEMENT**

**Project Description**

The replacement of the Central Pump Station and Force Main, two (2) existing pump stations, and approximately 12,200 linear feet (LF) of existing 10-12 inch gravity sewer lines; the construction of one (1) new pump station and 9,750 feet LF of pressure sewer lines; and related appurtenances.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Name, Title

**DATE** Month Day, 20XX

**SUBJECT:** IN THE MATTER OF TUPELO REDEVELOPMENT MINUTES FOR  
SEPTEMBER 29, OCTOBER 11, OCTOBER 27 AND NOVEMBER 3, 2022  
**DB**

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**Request:**

Review/Accept the Minutes of the Tupelo Redevelopment Meeting of September 29, October 11, October 27, and November 3, 2022.

**Tupelo Redevelopment Agency**

**Agenda**

**September 29, 2022**

- 1. Review Ratify TRA Minutes of July 6, 2022  
Exhibit A**
- 2. Review/Approve Invoice 1752817 for Salsbury Industries in the amount of \$6100.00 for postal receptacles Fairpark Phase IV.  
Exhibit B**
- 3. Review/Approve Amendments to Fairpark Residential Guidelines for Phase II and IV.  
Exhibit C**
- 4. Executive Session**

**Tupelo Redevelopment Agency**

**Agenda**

**July 6, 2022**

- 1. Review Ratify TRA Minutes of March 29, 2022  
Exhibit A**
  
- 2. Review/Approve Invoice from Allen and Hoshall for Design  
Engineering Services for Fairpark Phase IV in the amount of \$620.00  
Exhibit B**
  
- 3. Review/Discuss Tri-Vista Property Fairpark Phase I Lot 3 B**
  - A. Back taxes for irregular lot. Exhibit C**
  - B. Possible mold issues**
  - C. Payment of Invoice Slayton Concrete in the amount of \$5,166.25  
Exhibit D**
  
- 4. Review/Ratify Naming Rights Agreement for BancorpSouth Arena  
Exhibit E**

## Tupelo Redevelopment Agency

### Minutes

**July 6, 2022**

A meeting of the Tupelo Redevelopment Agency convened at 4:00 pm on July 6, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Cheryl Rainey and Amy Tate via call in. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, Neal McCoy, Dennis Bonds, City Engineer and TRA Project Director, Debbie Brangenberg, were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

**1. Review Ratify TRA Minutes of March 29, 2022**

**Exhibit A**

Upon a motion by Cheryl Rainey and a second by Amy Tate, the Agency voted unanimously to approve the TRA Minutes of March 29, 2022.

Exhibit "A"

**2. Review/Approve Invoice from Allen and Hoshall for Design Engineering Services for Fairpark Phase IV in the amount of \$620.00**

**Exhibit B**

Upon a motion by Amy Tate and a second by Cheryl Rainey, the Agency voted unanimously to approve payment of Allen and Hoshall Invoice #316786 for Design Engineering Services for Fairpark Phases IV in the amount of \$620.00.

Exhibit "B"

**3. Review/Discuss Tri-Vista Property Fairpark Phase I Lot 3 B**

**A. Back taxes for irregular lot. Exhibit C**

Upon a motion by Cheryl Rainey and a second by Amy Tate, the Agency voted unanimously to approve paying up to \$600 in property taxes for irregular lot Fairpark Phase I that has been transferred back to TRA

**B. Possible mold issues**

City Engineer, Dennis Bonds updated the Agency on a drainage issue that has arisen adjacent to TriVista Rehab Fairpark Phase I. After an assessment, it was determined that concrete drain should be install to alleviate the issue. Slayton Concrete did the work. There have been no claims filed to date on any mold issues. Mr. Bonds will follow up with Dr. Boutin to assure that the issue has been resolved.

**C. Payment of Invoice Slayton Concrete in the amount of \$5,166.25**

Upon a motion by Amy Tate and a second by Cheryl Rainey, the Agency voted unanimously to approve payment of Invoice #071 to Slayton Concrete in the amount of \$5,166.25.

**Exhibit D**

**4. Review/Ratify Naming Rights Agreement for BancorpSouth Arena**

**Exhibit E**

Upon a motion by Amy Tate and a second by Cheryl Rainey, the Agency voted unanimously to ratify documents signed by Chair, Reed Hillen for the name change only in the naming right agreement for BancorpSouth Arena to Cadence Arena.

Being no further business upon a motion by Cheryl Rainey and a second by Amy Tate the Agency members voted to adjourn.

Reed Hillen, Chair

\_\_\_\_\_

Debbie Brangenberg, Project Director

*Debbie Brangenberg*  
\_\_\_\_\_

## Tupelo Redevelopment Agency

### Minutes

**September 29, 2022**

A meeting of the Tupelo Redevelopment Agency convened at 4:00 pm on October 11, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Cheryl Rainey, and Shane Homan. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis and Mayor Todd Jordon were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

**1. Review/Ratify TRA Minutes of July 6, 2022**

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency unanimously approved the Minutes of the July 6, 2022 meeting.

**Exhibit A**

**2. Review/Approve Invoice 1752817 for Salsbury Industries in the amount of \$6100.00 for postal receptacles Fairpark Phase IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency members voted unanimously to approve the payment of \$6,100 to Salsbury Industries for the purchase of postal receptacles for Fairpark Phase IV.

**Exhibit B**

**3. Review/Approve Amendments to Fairpark Residential Guidelines for Phase II and IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to approve the updated Fairpark Residential Design Guidelines for Phase II and IV.

**Exhibit C**

**4. Executive Session**

Upon a motion by Reed Hillen and a second by Shane Homan, the Agency voted unanimously to close the regular session to determine the need for Executive Session.

Stephen Reed advised the Agency that there were items concerning the transaction of business and discussion regarding the prospective purchase, sale or leasing of lands in Fairpark. (Miss. Code. Ann. § 25-41-7)

Having determined that this is an appropriate matter to discuss in Executive Session, and upon a motion by Reed Hillen and a second by Cheryl Rainey, the Agency voted unanimously to enter into Executive Session.

After having discussed matters regarding the prospective purchase, sale or leasing of lands, the Agency voted unanimously to return to Regular Session upon a motion by Shane Homan and a second by Cheryl Rainey. No action was taken.

**5. Approve an offer to ShortCo., LLC for a prorated refund**

TRA was notified by Clay Short of ShortCo., LLC's desire to terminate its purchase contract for Lot 10 and to be refunded their \$4,000 deposit. Upon a motion by Shane Homan and a second by Cheryl Rainey, the Board voted unanimously to offer a prorated refund of ShortCo., LLC's deposit. Because ShortCo wishes to terminate the agreement prior to the expiration of the 1-year option term, the Board would offer to refund a partial refund of the \$4,000 in earnest money, based on a per diem rate. The per diem value of the \$4,000 Option Price for a 12-month option is \$10.96. As of the date of September 29, 2022, there were 114-days remaining on the option. TRA will grant a refund for the amount of 1,249.32. The motion was approved unanimously.

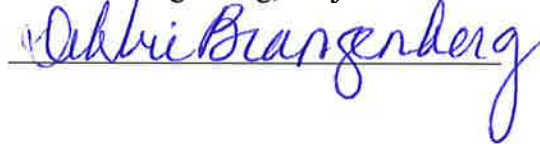
**Exhibit D**

Being no further business, Chair Reed Hillen called for a motion to adjourn. Upon a motion by Shane Homan and a second by Cheryl Rainey, the agency voted unanimously to adjourn.

Reed Hillen, Chair

\_\_\_\_\_

Debbie Brangenberg, Project Director





**Exhibit A****Tupelo Redevelopment Agency****City Hall, Conference Room B****March 29, 2022****Minutes**

A meeting of the Tupelo Redevelopment Agency convened at 11:00 am on March 29, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Shane Homan, Vice-Chair, and Cheryl Rainey; Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, Mayor Todd Jordan, COO, Don Lewis, CFO, Kim Hanna, Neal McCoy, and TRA Coordinator, Debbie Brangenberg, were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

1.0 Review/Approve Minutes of January 21, 2022

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency voted unanimously to approve the TRA Minutes of January 21, 2022.

1.1 Exhibit "A"

2.0 Review/Approve Payment to Nena Lowe for Refund of \$2000 Deposit on Lots 4/18 and 4/19 Phase IV Fairpark

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to approve a \$2,000 refund to Nena Lowe for Lots 4-18 and 4-19 Phase IV Fairpark.

2.1 Exhibit "B"

3.0 Transaction of business and discussion regarding the prospective purchase, sale or leasing of lands. Miss Code Ann. § 25-41-7 (4) (g)

3.1 Commercial Real Estate Proposal *A-In the matter of Lot 8, Phase III B Fairpark Maloney Properties*: At the December closing of Lot 8, Phase III B Fairpark, Maloney Properties amended the closing documents to state that in the event that TRA elected to utilize the buyback provision contained in the Warranty Deed, the buyback price would be equal to the purchase price plus an added "5% per year." TRA rejected this offer during its previously held meeting.

During discussions with Mr. Maloney, an offer was proposed and presented to the TRA Board. The terms of the offer were as follows: that TRA would have first right of refusal to repurchase lot 8B after 18-months from the date of purchase. The repurchase amount

would be the original purchase price plus One Thousand and Nine Hundred Dollars (\$1,900). It should be noted that Maloney Properties has potential tenants for Lot 8B, but no leases have been signed.

The Chair entertained a motion to accept the offer as presented. That Maloney shall purchase lot 8B conditioned on the following:

- TRA shall have a first right of refusal on the property beginning 18-months from the date of purchase; and
- If TRA elects to exercise its first right of refusal, the price to purchase shall be the sum of the original purchase price paid by Maloney plus One Thousand and Nine Hundred Dollars (\$1,900).

Based upon a motion by Shane Homan and a second by Cheryl Rainey. The Agency voted unanimously to accept the counter offer stated.



Reed Hillen, Chair



Debbie Brangenberg, TRA Coordinator



REMIT TO:

Allen & Hoshall  
1661 International Drive, Suite 100  
Memphis, Tennessee 38120  
Attn: Accounts Receivable

Tupelo Redevelopment Agency  
108 South Broadway  
Tupelo, MS 38801  
Debbie Brangenberg

Invoice number 316786  
Date 06/08/2022

Project **81820 Tupelo Redevelopment-Fairpark  
UG Phase IV**

For Professional Services Rendered through: 05/27/2022

Engineering Services for the design of Fairpark Phase IV residential underground electric utilities.

Professional Fees

	Hours	Rate	Billed Amount
Project Engineer	4.00	155.00	620.00

Invoice total **620.00**

*OMB*

Bobby Davidson  
Project Manager

STATE OF MISSISSIPPI  
Lee County Chancery Clerk  
PO BOX 7127  
TUPELO MS 38802  
662-432-2100

Exhibit C

Item # 20.

NOTICE OF FORFEITURE TO LAND OWNERS  
PPIN/YR 41767 2018 Notice 113365 22 Batch 427

TO: TUPELO REDEVLOPEMENT AGENCY  
PO BOX 468  
TUPELO, MS 38802

You will take notice that  
FAIRVIEW COURT CONDOMINIUMS COMMON AREA  
DEED BOOK 2020 PAGE 014376  
S/T/R 31 -09S-06E BLOCK  
PARCEL: 089P-31-029-02

2016  
2017  
2018  
Armt. #224.27

assessed to you or supposed to be owned by you, was, on August 26th, 2019  
sold to STATE OF MISSISSIPPI for the county taxes of 2018  
and that the title to said land will become absolute in  
STATE OF MISSISSIPPI  
unless redemption from said tax sale be made by 5:00 o'clock p.m.  
on or before August 26th, 2021.  
THIS IS FOR 2018 TAXES ONLY. PLEASE CALL US AT 662-432-2100 FOR  
A CURRENT AMOUNT TO PAY. WE TAKE CHECK, CASH, MO'S AND CARDS.  
THERE IS A 2.9% FEE FOR CREDIT/DEBIT CARDS. FINAL DAY TO PAY IS  
08/26/2021.

Witness my hand and seal of office, this the 10th day of May, 2021.

\_\_\_\_\_  
BILL BENSON  
CHANCERY CLERK

By: LESLIE PITTS, D.C.

Sheriff County 41



Exhibit D

# SLAYTON'S CONCRETE CONSTRUCTION, LLC

110 Garrett Cove  
Saltillo, Ms 38866  
662-891-0147  
slaytonsconcrete@ymail.com

Date: 6/20/22

**INVOICE NO. 071**

Customer Purchase Order No.

Bill To: City of Tupelo

Address:

City: Tupelo

State: Ms.

Zip:

Phone:

Fax:

Job Name: Concrete Construction

Job Location: Clark Street

Description of Work: Form, pour and finish 19 linear feet of curb & gutter @ \$18.75 per linear foot = \$356.25. Form, pour and finish 962 sq ft of concrete flatwork with flume in center @ \$5.00 per sq ft = \$4,810.00. Concrete and Labor included.

Price: \$5,166.25

Amount Due: \$5,166.25

*RMB* *WJZ*

Terms: COD

# THANK YOU FOR YOUR BUSINESS

## 2022 AMENDMENT TO LICENSE AND NAMING AGREEMENTS

This document (2022 Amendment) amends the License and Naming Agreement entered into between the Tupelo Coliseum Commission (TCC) and Cadence Bank, formerly known as BancorpSouth Bank (BXS), dated September 23, 1999 (the Original License and Naming Agreement)<sup>1</sup>, that one certain Modification and Extension of License and Naming Agreement between TCC and BXS executed in September, 2007 (the Modification and Extension Agreement)<sup>2</sup> and the Amendment to License and Naming Agreement between TCC and BXS executed October 17, 2019 to which the Tupelo Redevelopment Agency was also a party as follows:

### WITNESSETH

WHEREAS, on October 29, 2021 BXS merged with Cadence Bank, and as a result of that transaction, BXS is now known as Cadence Bank; and

WHEREAS, the parties wish to amend the License and Naming Agreements to reflect this name change; and

WHEREAS, TCC executed the Original License and Naming Agreement, but the 2007 Modification and Extension of License and Naming Agreement was signed by TCC and the two Joining Additional Parties, the Tupelo Redevelopment Agency (TRA) and the City of Tupelo, Mississippi (City); and

WHEREAS, this 2022 Amendment is therefore signed by Cadence Bank, formerly BXS, TCC, TRA and the City; and

WHEREAS, this 2022 Amendment continues in effect as to all of the terms and conditions of the Original License and Naming Agreements except where expressly modified to the contrary heretofore and herein, and the rights and obligations previously granted to BXS in the Original License and Naming Agreements (the Prior Rights), as amended, are restated, renewed and continued in full force and effect as to Cadence Bank.

---

<sup>1</sup> The Original License and Naming Agreement was approved by the City of Tupelo by signature of the City Council and the Mayor.

<sup>2</sup> The Original License and Naming Agreement, the 2007 Modification and Extension of License and Naming Agreement, and the 2019 Amendment to Licensing and Naming Agreement are hereafter jointly referred to as "the License and Naming Agreements." The term "the License and Naming Agreements" includes any other amendments or agreements (whether mentioned here or not) which refer in any way to the subject matter of those documents as it is the intention and agreement of the parties that Cadence Bank will have sole and exclusive rights under the License and Naming Agreements.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein, and for good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The License and Naming Agreements are hereby amended to the extent that at each place where the name "BancorpSouth Bank," BancorpSouth or "BXS" appears, the name "Cadence Bank" shall be substituted; and

2. Cadence Bank may use the names of any of its subsidiaries at the Property (as defined in the License and Naming Agreements), or any abbreviation of same, including but not limited to: "Cadence," "Cadence Insurance" or "Cadence Mortgage;" and

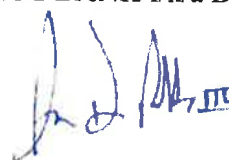
3. In replacement of any contrary provisions in the License and Naming Agreements, and in exchange for the consideration paid by BXS and to be paid by Cadence Bank under the modified, amended and extended License and Naming Agreements, Cadence Bank, formerly BXS, shall continue to hold those obligations and sole and exclusive use and enjoyment of the Prior Rights under same; and

4. In the event of a conflict between the terms of the License and Naming Agreements and this Amendment, the terms of this Amendment shall prevail; and

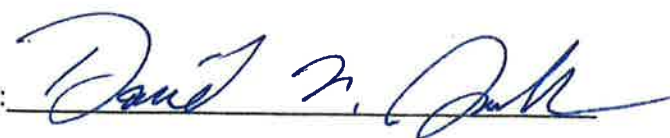
5. In all other respects, said Licensing and Naming Agreements are ratified and shall remain in full force and effect.

EXECUTED on this the 1<sup>ST</sup> day of July, 2022

CADENCE BANK f/k/a BANCORPSOUTH BANK

By: 

TUPELO COLISEUM COMMISSION

By: 

CITY OF TUPELO MISSISSIPPI

By: *Todd Juda*

TUPELO REDEVELOPMENT AGENCY

By: *Steph Allen, Chairman*





**City of Tupelo**  
 P.O. Box 1485  
 Tupelo, MS 38802-1485  
 (662) 841-6456

**REPRINT**

**Purchase Order**

Item # 20.

Fiscal Year 2022

Page: 1 of: 1

Revisions 001

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKAGES AND SHIPPING PAPERS.  
 Purchase Order # **00002553-001**

Expiration Date

Exhibit B

VENDOR

0  
 SALSBUURY INDUSTRIES  
 1010 E. 62ND ST  
 LOS ANGELES, CA 900001

SHIP TO

920  
 TUPELO WATER & LIGHT DEPT.  
 320 NORTH FRONT ST  
 TUPELO, MS 38804

City of Tupelo is Exempt from all taxes Mississippi Code 1972 - Title 27-65-29C

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
				2778			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
08/10/2022	21287				031-BUDGET_ & _ACCT_DEPT		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	PO Requisitioner Name: Jennifer Shempert						
1	CLUSTER MAIL BOXES			1.0	EACH	\$6,100.00000	\$6,100.00
	307 - 700002 - 30093						\$6,100.00
	307 - 700002 - 30093						\$6,100.00

Receiving Department By	Goods Received By	Freight charges	Date Goods Checked
Car No.	Date	Transportation Company	Goods Checked By
Packing List No.	Date	Date Goods Received	Date Goods Cleared

**Purchase Order Total**  
**\$6,100.00**

By Debbie Brangenberg



18300 Central Avenue  
 Carson, CA 90746-4008  
 accounting@mailboxes.com  
 (800) 624-5269 Fax (800) 624-5299

**INVOICE 175** Item # 20.

Exhibit B

INVOICE NO 1752817  
 INVOICE / SHIP DATE 9/2/2022  
 ORDER NO CS-1044992  
 ORDER DATE 8/10/2022  
 CUST. NO 297279  
 CUST. P.O. NO 00002553-001

**S  
O  
L  
D** TUPELO REDEVELOPMENT AGENCY  
 DEBBIE BRANGENBERG  
 PO BOX 1485  
 TUPELO, MS 388021485  
**T  
O** PH: (662) 231-2496

SHIPPING METHOD XPO  
 SHIPPING TERMS PREPAID  
 TRACKING NUMBER 849528562  
 SHIPPING INFO

**S  
H  
I  
P** TUPELO WATER & LIGHT DEPT.  
 920  
 DEBBIE BRANGENBERG  
 320 N FRONT ST  
**T  
O** TUPELO, MS 38804-4014

PAYMENT TERMS NET 30 DAYS  
 PAYMENT DUE DATE 10/2/2022

QTY.	PART NO.	DESCRIPTION	UNIT PRICE	TOTAL
1	3316BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-16 A SIZE DRS-TYPE III-BLACK-USPS	\$0.00	\$0.00
1	3313BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-13 B SIZE DRS-TYPE IV-BLACK-USPS	\$0.00	\$0.00
1	3306BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-8 A SIZE DRS-4 PARCELS-TYPE VI-BLACK-USPS	\$0.00	\$0.00
44	3367	CUSTOM ENGRAVED SELF ADHESIVE PLACARD-FOR CLUSTER BOX UNIT & OUTDR PARCEL LOCKER DR	\$0.00	\$0.00
1	999	PRICE PER QUOTE - PROMOTIONAL PRICING	\$6,100.00	\$6,100.00
1	1001-M	CATALOG / MAILBOXES.COM	\$0.00	\$0.00

**New 2022 catalog available now**  
 Thank you for your order!

*Debbie Brangenberg*

CALL B4 DEL 662-231-2496

SALES AMOUNT \$6,100.00  
 CREDIT \$0.00  
 SUBTOTAL **\$6,100.00**  
 TAX \$0.00  
 FREIGHT \$0.00  
 TOTAL **\$6,100.00**

NO PRODUCTS MAY BE RETURNED FOR CREDIT WITHOUT PRIOR APPROVAL BY SALSBU...  
 MUST BE MADE WITHIN 10 DAYS OF RECEIPT OF GOODS, A 2% PER MONTH LATE PAYMENT CHARGE WILL B...  
 IMPOSE A SURCHARGE OF 3% ON CREDIT CARD PAYMENTS, WHICH IS NOT GREATER THAN OUR COST OF AC...  
 ACCOMPANIED BY PACKING SLIP. ANY CLAIM...  
 ALL ACCOUNTS 30 DAYS OR MORE PAST DUE. WE



**Quote | BudgetMailboxes.com**  
 Quote Number: WL-Q-23979  
 Valid Until: Aug 30, 2022

Project: **Front St**  
 Delivery Zip Code: **38804**  
 Company: **Tupelo Redevelopment Agency**  
 Contact: **Debbie Brangenberg**

Rep: **Monica L.**  
 Email: **sales@weblifestores.com**  
 Phone: **866.707.0008**  
 Fax: **916.672.0333**

Item	Product Details	Qty	List Price	Total
1.	<b>Name</b> CBU - 16 Tenant Boxes Cluster Mailbox In Black <b>SKU</b> 1570-16BKAF <b>Additional Details</b> - USPS Approved - Color: Black - Door ID: Custom Decals	1	\$ 2,199.00	\$ 2,199.00
2.	<b>Name</b> CBU - 13 Tenant Boxes Cluster Mailbox In Black <b>SKU</b> 1570-13BKAF <b>Additional Details</b> - USPS Approved - Color: Black - Door ID: Custom Decals	1	\$ 2,159.00	\$ 2,159.00
3.	<b>Name</b> CBU - 8 Tenant Boxes Cluster Mailbox In Black <b>SKU</b> 1570-8BKAF <b>Additional Details</b> - USPS Approved - Color: Black - Door ID: Custom Decals	1	\$ 1,999.00	\$ 1,999.00
4.	<b>Name</b> CBU Expansive Wedge Anchor Bolt Kit - to Connect Pedestal Stand to Existing Concrete (4 Bolts) <b>SKU</b> B-CBU-BOLT-KIT-EXP <b>Additional Details</b> CBU Expansive Wedge Anchor Bolt Kit - to Connect Pedestal Stand to Existing Concrete (4 Bolts)	3	\$ 34.13	\$ 102.39
5.	<b>Name</b> CBU Vandal-Proof Fastener for Added Security (Qty. 1) <b>SKU</b> SINGLE-CBU-VANDAL-PROOF-NUT <b>Additional Details</b> CBU Vandal-Proof Fastener for Added Security (Qty. 1)	6	\$ 7.95	\$ 47.70
			Sub Total	<b>\$ 6,507.09</b>
			Tax	\$ 0.00
			Discount	\$ 370.67
			Shipping	\$ 0.00
			<b>Check/ACH Total</b>	<b>\$ 6,136.42</b>

**Product Options:**

**Color:** Black | **Total Tenant Doors:** 37 | **Total Parcel Doors:** 5 | **Total Outgoing Slots:** 3

**Door Identification:** Custom Decals  
**Door Numbering:** Custom Decals - TBD

**Quote Description:**

- 1 x CBU - 16 Tenant Boxes Cluster Mailbox in Black
- 1 x CBU - 13 Tenant Boxes Cluster Mailbox in Black
- 1 x CBU - 8 Tenant Boxes Cluster Mailbox in Black
- 3 x CBU Expansive Wedge Anchor Bolt Kit - to Connect Pedestal Stand to Existing Concrete (4 Bolts)
- 6 x CBU Vandal-Proof Fastener for Added Security (Qty. 1)

- Free Curbside Delivery
- Pedestals Included
- Locks w/3 keys included

Lead Time According to Vendor: 3-6 Weeks

\*\*\*You can get these mailboxes from another manufacturer for faster shipping, but the pricing is higher- please let us know if you wish to receive this quote from another manufacturer for faster shipping but higher costs.\*\*\*

Ships directly from the factory floor to ensure the quickest available delivery.

Shipping Options:

Curbside Delivery w/ Liftgate (included): The freight carrier is responsible for offloading the shipment from the truck via liftgate, but is not required to move the merchandise beyond the curbside.

Liftgate & Driveway Delivery: The freight carrier is responsible for offloading the shipment from the truck via liftgate. In addition, the merchandise may be moved beyond the curbside to a driveway or garage. The carrier is not responsible for moving merchandise into a residence or building (\$300, if selected).

**Terms and Conditions**

This quote was made under the standard terms and conditions of sale for BudgetMailboxes.com, property of WebLife Stores LLC. Price is based on payment via Check or ACH. Please make checks payable to **WebLife Stores LLC** and mail to:

<p><b>Non-Expedited Payments:</b></p> <p>WebLife Stores LLC          PO Box 931455          Atlanta, GA 31193-1455</p>	<p><b>Overnight/Expedited Payments:</b></p> <p>Lockbox Services 931455          WebLife Stores LLC          3585 Atlanta Ave          Hapeville, GA 30354-1705</p>
--	--

**Credit Card Payments:** The quote price above is based on a mailed check or electronic ACH debit payment. To account for credit card processing fees, your price when paying by card would be: **\$6289.83**. On occasion, the website shopping cart price may be lower and you may wish to go that route instead.



People Committed to Quality Since 1936



1-800-MAILBOX

MANUFACTURING & DISTRIBUTION  
18300 Central Avenue  
Carson, CA 90746-4008

Phone (800) 624-5269  
Int'l Phone (323) 846-6700  
Fax (800) 624-5299  
Int'l Fax (323) 846-6800  
quotes@mailboxes.com  
www.mailboxes.com

# Mailbox Quotation MB-235 Item # 20.

Attention: DEBBIE BRANGENBERG

Reference: FAIRPARK PHASE IV

Customer # 297279 Type: 1 Date: 8/8/2022

*Thank you for the opportunity to submit this proposal.*

### CUSTOMER:

TUPELO REDEVELOPMENT AGENCY  
PO BOX 1485

TUPELO MS 388021485  
Phone: (662) 231-2496  
Fax: (000) 000-0000

### SHIP TO:

TUPELO REDEVELOPMENT AGENCY  
DEBBIE BRANGENBERG

TUPELO MS 38802-1485

QTY	MODEL #	DESCRIPTION <small>(Give color, options or specifications when required)</small>	UNIT PRICE	PRICE
1	3316BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-16 A SIZE DRS-TYPE III-BLACK-USPS	\$0.00	\$0.00
1	3313BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-13 B SIZE DRS-TYPE IV-BLACK-USPS	\$0.00	\$0.00
1	3306BLK-U	CLUSTER BOX UNIT (INCLUDES PEDESTAL)-8 A SIZE DRS-4 PARCELS-TYPE VI-BLACK-USPS	\$0.00	\$0.00
44	3367	CUSTOM ENGRAVED SELF ADHESIVE PLACARD-FOR CLUSTER BOX UNIT & OUTDR PARCEL LOCKI	\$0.00	\$0.00
1	*	CBU'S AND 4C MAILBOXES INCLUDE A FIVE (5) YEAR WARRANTY	\$0.00	\$0.00
1	999	PRICE PER QUOTE - PROMOTIONAL PRICING	\$6,100.00	\$6,100.00
1	*	FREE FREIGHT INCLUDED WITH THIS QUOTE	\$0.00	\$0.00
1	*	IN STOCK, READY TO SHIP	\$0.00	\$0.00

See mailboxes.com website for product specifications, terms & conditions. Quote valid for 30 days.

ALL ALUMINUM CONSTRUCTION, USPS APPROVED  
TOTAL: 24 A DOORS, 13 B DOORS, 7 PARCELS

Sales Amt	\$6,100.00
Subtotal	\$6,100.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$6,100.00

Shipping Date IN STOCK  
(approximate)

Submitted By ALEX ZAMORA

*To order, please complete the information below and submit to Salsbury Industries.*

### METHOD OF PAYMENT

Check or Money Order Enclosed

Total Order \$ \_\_\_\_\_

Net 30 Days PO # \_\_\_\_\_ (upon approved credit)

Credit Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_ Authorized Signature \_\_\_\_\_

**Exhibit C**

**PHASE II and IV  
FAIRPARK DISTRICT  
RESIDENTIAL COMMUNITY  
TUPELO, MISSISSIPPI**

**DESIGN GUIDELINES  
CONSTRUCTION RULES AND REGULATIONS  
DESIGN REVIEW PROCEDURES**

August 17, 2004

Revision 4- December 1, 2004

Revision 5 – December 19, 2019

Revision 6 – TBD, 2022

Commented [dB1]: Date to be determined

### STATEMENT OF INTENT

These Guidelines are intended to reinforce the design concept developed by the Fairpark Master Plan. They address the quality of compatibility of the residences and the elements that comprise the public spaces as well as the commercial and mixed-use development of Phase I.

The Guidelines establish design criteria for owners, architects and builders that encourage design creativity while establishing a framework that promotes consistent design character.

The Design review Process is intended to establish a positive and harmonious working relationship between the Tupelo Redevelopment Agency (TRA), Owners, Architects, Builders and the Design Review Committee of the Downtown Tupelo Main Street Association (DTMSA) Architect (DRA). Those participating in the design review process can expect a consistent approach by DTMSA, DRA to promote quality and compatibility throughout the Fairpark District.

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## DESIGN REVIEW REQUIREMENTS

- Site Plan      Must include the following information:
- a) Drawn to a scale of 1/8" = 1"
  - b) North arrow
  - c) Property lines
  - d) Proposed contours a 1'-0" intervals
  - e) Build-to/setback lines
  - f) Driveways and walkways
  - g) All applicable easements
  - h) Dwelling outline with rook overhangs and porches  
Indicated by dashed lines
  - i) General landscape ideas
  - j) Screening of utility meter centers and garbage areas
  - k) Fencing
- Floor Plans    Illustrating indoor/outdoor relationships and including:
- a) All floor levels drawn at ¼"-1'-0" scale
  - b) All interior partitions
  - c) All rooms labeled as to use
  - d) Location of all windows and doors
  - e) Decks, balconies and other interior/exterior spaces
  - f) Dimensions of overall plan
  - g) Ground level plan to include immediate exterior treatment (i.e. walks, drives, landscape features, screening, etc.)
  - h) Building area summary listing each floor level
- Exterior  
Elevations    Illustrating all four building facades and including:
- a) Drawn at ¼" or 1/8" = 1'-0" scale
  - b) Location of all windows, doors and shutters
  - c) All finish materials illustrated and located
  - d) Height of roof lines
  - e) Roof pitches

Building

Section: Building section should be cut thru a location that best illustrates the general vertical relationship of the structure and must include:

- a) Height of finished floor above grade
- b) Floor to floor height of all levels
- c) Roof pitch

Landscape Plan

A general planting plan should illustrate trees, shrubs and landscape features and be drawn at a scale of 1/8"=1'0.

Material

Sample: Submit any materials that might be considered unusual in either texture, finish or make-up.

Design Review Submittal:

The following form should be completed by the applicant and submitted along with two (2) copies ~~three (3) copies~~ of the required drawings, and a design review of \$100.00 ~~made payable to the Tupelo Redevelopment Agency (TRA).~~

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Design Review Report:

The three (3) page Design Review Report will be prepared by DTMSA ~~the Design Review Architect (DRA)~~ and the two (2) sets ~~three (3) sets~~ of the noted plans will returned to the TRA who shall retain on copy for the file, forward on copy to the Tupelo Development Services Planning Department and distribute on copy to the Owner along with an authorization allowing commencement of construction upon receipt if a Building Permit from the City of Tupelo.

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**BULK REGULATIONS**

**MINIMUM AREA:**

The following area re presents the minimum square footage allowed for each lot grouping listed below:

Lots 2-1 thru 2-9	2,000 Sq. Ft.
Lots 2-10 thru 2-14	1,750 Sq. Ft.
Lots 2-15 thru 2-18	1,550 Sq. Ft.
Lots 2-19 thru 2-14	1,350 Sq. Ft.
Lots 4-1 thru 4-39	1,800 Sq. Ft. with maximum of 3,125 Sq. Ft.

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**MAXIMUM HEIGHT:**

The maximum building height shall be thirty-five feet (35') measured from the average grade to the center of the roof plane. The home should not exceed 2- ½ exclusive of any basement.

**AUTOMOBILE GARAGES:**

A double garage is required with each home. Garages facing the street must be set back a minimum of twenty-two feet (22') from the property line and be at least six feet (6') behind the face of the home exclusive of any project porches. Garage doors that are visible from the street shall be recessed at least two feet of be shielded by an arbor, trellis or a second floor to place the garage door in shadow and shield them from view.

**ARCHITECTURAL CHARACTER & INFLUENCES**

Design Guidelines are not mandates but are in fact “guidelines” which are intended to address featured elements of each lot that will influence the character of the streetscape along with the character of the private residence,

The guidelines are intended to reinforce and clarify the intent of the design program while reducing the possibility of unacceptable conditions, forms and features being incorporated into the design. They are not intended to limit creativity. However, the architectural character of the building is very important and ultimately, it should represent an attitude consistent with the design of the master plan.

Appropriate precedents for building design are found in the regional architectural traditions. Residential architecture of the Mississippi region has been influenced primarily by the Greek Revival style. The gracious mansions as well as modest cottages that commonly represent architecture incorporate elements derived from the Greek Revival period as well as climactic influences. Elevated entries permit air to circulate and cool under the building. Large porches or galleries shade the building walls from the summer sun. Floor length windows, usually designed as operable doors, compensate for the lack of direct sunlight and extend the interior to the exterior. Most windows are designed with operable shutters. Roofs have generally low pitch, necessary to shed water only since it seldom snows in any concentrated amount. Dormers project from the roof of the house, indicating an upper level under the roof or allowing light inside. Cupolas often are incorporated to allow light into central space as well. Many of these elements, particularly the large porches, have come to represent a spirit of community.

Although the replication of large southern mansions is not a realistic or appropriate design solution for the Tupelo Fairpark District, elements of the regional architectural style should be consistently incorporated in the building design to tie this new residential community to its local history as well as provide a consistency within the District.

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~~(Description of regional architectural influences taken from the Design Guidelines for the Memphis Harbor Town Planned Development originally RTKL for Island Properties Associates.)~~

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## SITE CONSIDERATIONS

### FENCES

A fence or hedge if provided in a front yard should be located within three (3') feet of the property line along street edges and should not exceed 3'-6" in height. The fence design shall be at least fifty percent (50%) open and be compatible with the character of the architectural design. Metal, PVC or wood pickets and decorative wrought iron would be considered appropriate materials for fences located in front yards.

Privacy fencing if provided shall be located in the rear and side yards only and should not exceed seven feet (7') in height. Wood, cement siding and panels or brick would be considered appropriate materials. Privacy fencing visible from the street shall be compatible with the design of the residence. Privacy fencing is not permitted in the front yard of any lot or in the side front yard of a corner lot.

Landscaping is encouraged as an alternative to privacy fencing.

Chain link fencing is not permitted anywhere in the Fairpark Residential District.

### UTILITIES

Either electric transformers, cable TV and telephone pedestals and/or relay boxes may be located on some lots behind the building line and with the five (5') side yard setback. Landscaping should be used to screen and minimize their visual impact from the street.

### LIGHTING

Outdoor light fixtures whether pole mounted or mounted on the residence shall be compatible with the architectural character of the residence. Security and accent lighting are allowed but care should be taken in the selection and placement so as not to negatively impact neighbors. Only incandescent lighting is allowed.

**Commented [dB2]:** This should be updated to advances in lighting options now available.

**DRIVE CURB CUTS, DRIVEWAYS AND SIDEWALKS**

A driveway, whether accessed from the front (Pond Lots) or rear (Alley Lots), shall be at least three feet (3') from the side property line. Where practical the width of the drive curb cut when accessed from the front of the lot shall be minimized in width. The drive curb cut apron shall slope up to the street side of the sidewalk and the drive shall commence on the lot side of the sidewalk. Under no circumstances should a driveway cut thru a sidewalk. The sidewalk ribbon is continuous and is not to be interrupted by either component of the driveway.

Driveway curb-cuts shall be broom finished concrete. The driveway commencing at the back of the sidewalk and extending to the garage may be decorative paving (i.e. brick, stone or other textured surface).

On front accessed corner lots, the driveway shall be located off of the secondary street. On lots served by alley, the driveway access shall be from the alley and parking areas should be within the building lot. (These lots include but are no limited to, Lots 2-15 through 28 and 2-19 through 2-24 as well as 4-20-4-26, 4-29-4-32, 4-33-4-39, 4-17-19). Garage door facing alleys shall by equipped with motion or infrared activated lights over or adjacent to the garage doors to illuminate the alley when a vehicle passes.

**ENTRY WALK**

An entry walk should connect the sidewalk along the public right-of-way to the front porch or stoop of the residence. Use of decorative paving such as brick or stone is encouraged.

**LANDSCAPE**

Landscaping should be used to enhance the design of the residence and soften the relationship between the building and the ground plane. Loose stone or like materials shall not be used as a substitute for lawn or planting beds. Landscaping is encouraged as an alternative to fencing to create privacy.

**BUILDING CONSIDERATIONS****FOUNDATIONS/PORCH/ENTRY**

Elevated entries are an important element in regional architectural tradition. The residence entry should be located on a front porch. A front porch should contain at least sixty-four (64) square feet and be a minimum of six (6) feet deep. The porch should be elevated a minimum of twenty-four (24) inches above the ground plane immediately adjacent to the building. The front porch should be covered and the slope of the roof and the roofing material should be consistent with the slope and materials used in the main roof. On corner lots, special consideration should be given to the design and location of the entry porch so as to further emphasize the corner location. Foundations should be conventional or other foundation construction method that allows for a minimum elevation of twenty-four (24) inches above the ground plane.

**BALCONIES**

Balconies are encouraged and should be consistent in design, proportion, material and detail to the front porch design.

**WINDOWS**

Floor length windows should be provided when opening onto a porch or balcony. Windows other than floor length windows should be vertically oriented. Shutters are encouraged and should be operable and of an appropriate scale, material and design compatible with the design of the residence and style of the window. The mounting of the shutters is important and should be mounted at the window jamb and not directly to the adjacent wall surface. Single shutters on double windows are not allowed.

**FINISHES**

Brick, wood, composite or cement siding should be primary building material. Stucco may be used as a primary building material if it is appropriate to the design and character of the residence. The use of vinyl or aluminum siding along with artificial stucco is discouraged.

**ROOF**

Sloped roofs should be a minimum of 4/14 and a maximum of 12/12 pitch and should be consistent on all structures on the property including the garage and porches.

Acceptable roofing materials include wood shakes, quality wood-like composite shingles, octagonal shingles, slate and stand seam metal. If composite shingles are used, it is recommended that they be architectural grade.

A flat roof may be acceptable if the design of the residence warrants it.

**DORMER/CUPOLA**

Dormers should project from the roof plane and should not be "let in" to the roof in keeping with regional architectural tradition.

Cupolas are encouraged where appropriate and can add height to buildings located on corner lots and can provide variety to the roofscape on interior lots.



Fairpark District  
Design Review Application  
(To be completed by the Applicant)

Date: \_\_\_\_\_ Lot # \_\_\_\_\_

Owner's Name:

\_\_\_\_\_

Owner's Address:

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Architect: \_\_\_\_\_

Telephone: \_\_\_\_\_

Architect's Address \_\_\_\_\_

Email: \_\_\_\_\_

Builder: \_\_\_\_\_

Telephone \_\_\_\_\_

Builder's Address \_\_\_\_\_

Email: \_\_\_\_\_

Plans Dated: \_\_\_\_\_

Number of Sheets: \_\_\_\_\_

Applicant:

\_\_\_\_\_

Fairpark District

Design Review Checklist

(To be completed by the Design Review Committee of Downtown Tupelo Main Street Association Architect)

Date: \_\_\_\_\_ Lot # \_\_\_\_\_

Property Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Site Issues:

Setbacks:

Front: \_\_\_\_\_ L. Side: \_\_\_\_\_ R. Side: \_\_\_\_\_ Rear: \_\_\_\_\_

Fences: Height \_\_\_\_\_ Materials \_\_\_\_\_ Open: \_\_\_\_\_ Solid: \_\_\_\_\_

Allowable Porch Encroachment into Setback: \_\_\_\_\_

Front Driveway Apron: \_\_\_\_\_ Curbcut: \_\_\_\_\_

Rear Driveway Apron @ Alley: \_\_\_\_\_

Infrared or motion activated light over garage doors: \_\_\_\_\_

Arbor or trellis over garage doors facing street: \_\_\_\_\_

Trash Receptacles shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

A/C condensers shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

Utility meters shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

Building Issues:

Foundation height above finished grade: \_\_\_\_\_ Material: \_\_\_\_\_

Floor to floor height: 1st floor \_\_\_\_\_ 2nd floor \_\_\_\_\_ 3rd floor \_\_\_\_\_

Front Porch: \_\_\_\_\_ Side Porch: \_\_\_\_\_ Rear Porch: \_\_\_\_\_

Depth: \_\_\_\_\_ Open: \_\_\_\_\_ Covered: \_\_\_\_\_ Screened: \_\_\_\_\_

Ceiling Fans: \_\_\_\_\_

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**Commented [dB3]:** Add Design Review Committee of Downtown Tupelo Main Street Association and Remove Architect

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Fairpark District  
Design Review Checklist

(To be completed by the Design Review Architect)

Date: \_\_\_\_\_ Lot # \_\_\_\_\_

Property Address: \_\_\_\_\_

Windows:

Location: \_\_\_\_\_ Size: \_\_\_\_\_ Transoms: \_\_\_\_\_

Material: \_\_\_\_\_ Type: \_\_\_\_\_

Shutters: \_\_\_\_\_ Mounting: \_\_\_\_\_

Roof:

Pitch: \_\_\_\_\_ Type: Gable: \_\_\_\_\_ Hip: \_\_\_\_\_

Dormers: \_\_\_\_\_

Materials: \_\_\_\_\_

Facade Materials:

Siding Type: \_\_\_\_\_ Brick: \_\_\_\_\_ Trim: \_\_\_\_\_

Stucco: \_\_\_\_\_ EIFS: \_\_\_\_\_ Other: \_\_\_\_\_

Landscaping Submitted: \_\_\_\_\_

Additional Comments:

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

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

**Commented [dB4]:** Add Committee of Downtown Tupelo Main Street and remove architect

## Fairpark District Design Review Checklist

(To be completed by the Design Review Architect)

Date: \_\_\_\_\_ Lot # \_\_\_\_\_

Property Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Site Issues: \_\_\_\_\_

Setbacks: \_\_\_\_\_

Front: \_\_\_\_\_ L. Side: \_\_\_\_\_ R. Side: \_\_\_\_\_ Rear: \_\_\_\_\_

Fences: Height \_\_\_\_\_ Materials \_\_\_\_\_ Open: \_\_\_\_\_ Solid: \_\_\_\_\_

Allowable Porch Encroachment into Setback: \_\_\_\_\_

Front Driveway Apron: \_\_\_\_\_ Curbcut: \_\_\_\_\_

Rear Driveway Apron @ Alley: \_\_\_\_\_

Infrared or motion activated light over garage doors: \_\_\_\_\_

Arbor or trellis over garage doors facing street: \_\_\_\_\_

Trash Receptacles shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

A/C condensers shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

Utility meters shielded from street view: Yes \_\_\_\_\_ No \_\_\_\_\_ Req'd \_\_\_\_\_

Building Issues: \_\_\_\_\_

Foundation height above finished grade: \_\_\_\_\_ Material: \_\_\_\_\_

Floor to floor height: 1st floor \_\_\_\_\_ 2nd floor \_\_\_\_\_ 3rd floor \_\_\_\_\_

Front Porch: \_\_\_\_\_ Side Porch: \_\_\_\_\_ Rear Porch: \_\_\_\_\_

Depth: \_\_\_\_\_ Open: \_\_\_\_\_ Covered: \_\_\_\_\_ Screened: \_\_\_\_\_

Ceiling Fans: \_\_\_\_\_

**Commented [dB5]:** Add Committee of Downtown Tupelo Main Street Association and remove Architect

14

### Fairpark District Design Review Checklist

(To be completed by the Design Review Architect)

Date: \_\_\_\_\_ Lot #: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Windows: \_\_\_\_\_  
 Location: \_\_\_\_\_ Size: \_\_\_\_\_ Transoms: \_\_\_\_\_  
 Material: \_\_\_\_\_ Type: \_\_\_\_\_  
 Shutters: \_\_\_\_\_ Mounting: \_\_\_\_\_  
 Roof: \_\_\_\_\_  
 Pitch: \_\_\_\_\_ Type: Gable: \_\_\_\_\_ Hip: \_\_\_\_\_ Dormers: \_\_\_\_\_  
 Materials: \_\_\_\_\_  
 Façade Materials: \_\_\_\_\_  
 Siding Type: \_\_\_\_\_ Brick: \_\_\_\_\_ Trim: \_\_\_\_\_  
 Stucco: \_\_\_\_\_ EIFS: \_\_\_\_\_ Other: \_\_\_\_\_  
 Landscaping Submitted: \_\_\_\_\_  
 Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 By: \_\_\_\_\_

**Commented [dB6]:** Add Committee of Downtown Tupelo Main Street and remove Architect

**Exhibit C**

**PHASE II and IV  
FAIRPARK DISTRICT  
RESIDENTIAL COMMUNITY  
TUPELO, MISSISSIPPI**

**DESIGN GUIDELINES  
CONSTRUCTION RULES AND REGULATIONS  
DESIGN REVIEW PROCEDURES**

- August 17, 2004
- Revision 4- December 1, 2004
- Revision 5 – December 19, 2019
- Revision 6 – TBD, 2022

Commented [dB1]: Date to be determined

## STATEMENT OF INTENT

These Guidelines are intended to reinforce the design concept developed by the Fairpark Master Plan. They address the quality of compatibility of the residences and the elements that comprise the public spaces as well as the commercial and mixed-use development of Phase I.

The Guidelines establish design criteria for owners, architects and builders that encourage design creativity while establishing a framework that promotes consistent design character.

The Design review Process is intended to establish a positive and harmonious working relationship between the Tupelo Redevelopment Agency (TRA), Owners, Architects, Builders and the Design Review Committee of the Downtown Tupelo Main Street Association (DTMSA) Architect (DRA). Those participating in the design review process can expect a consistent approach by DTMSA, DRA to promote quality and compatibility throughout the Fairpark District.

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## DESIGN REVIEW REQUIREMENTS

- Site Plan      Must include the following information:
- a) Drawn to a scale of  $1/8'' = 1''$
  - b) North arrow
  - c) Property lines
  - d) Proposed contours a  $1'-0''$  intervals
  - e) Build-to/setback lines
  - f) Driveways and walkways
  - g) All applicable easements
  - h) Dwelling outline with rook overhangs and porches  
Indicated by dashed lines
  - i) General landscape ideas
  - j) Screeding of utility meter centers and garbage areas
  - k) Fencing
- Floor Plans    Illustrating indoor/outdoor relationships and including:
- a) All floor levels drawn at  $1/4''-1'-0''$  scale
  - b) All interior partitions
  - c) All rooms labeled as to use
  - d) Location of all windows and doors
  - e) Decks, balconies and other interior/exterior spaces
  - f) Dimensions of overall plan
  - g) Ground level plan to include immediate exterior treatment (i.e. walks, drives, landscape features, screening, etc.)
  - h) Building area summary listing each floor level
- Exterior  
Elevations    Illustrating all four building facades and including:
- a) Drawn at  $1/4''$  or  $1/8'' = 1'-0''$  scale
  - b) Location of all windows, doors and shutters
  - c) All finish materials illustrated and located
  - d) Height of roof lines
  - e) Roof pitches

Building

Section: Building section should be cut thru a location that best illustrates the general vertical relationship of the structure and must include:

- a) Height of finished floor above grade
- b) Floor to floor height of all levels
- c) Roof pitch

Landscape Plan

A general planting plan should illustrate trees, shrubs and landscape features and be drawn at a scale of 1/8"=1'0.

Material

Sample: Submit any materials that might be considered unusual in either texture, finish or make-up.

Design Review Submittal:

The following form should be completed by the applicant and submitted along with two ~~(2) copies~~ ~~three (3) copies~~ of the required drawings, and a design review of \$100.00 made payable to the Tupelo Redevelopment Agency (TRA).

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Design Review Report:

The three (3) page Design Review Report will be prepared by ~~DTMSA~~ ~~the Design Review Architect (DRA)~~ and the ~~two (2) sets~~ ~~three (3) sets~~ of the noted plans will returned to the TRA who shall retain on copy for the file, forward on copy to the Tupelo ~~Development Services Planning Department~~ and distribute on copy to the Owner along with an authorization allowing commencement of construction upon receipt if a Building Permit from the City of Tupelo.

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City of Tupelo  
Todd Jordan  
Mayor

REQUEST FOR PAYMENT

DATE: 11/1/82022

PAYEE: ShortCo, LLC

ADDRESS: 321 Troy St

ACCOUNT: 317-392001

Tupelo, MS

VENDOR: 34930

38804

AMOUNT: \$1,249.32

REQUESTED BY: Tupelo Redevelopment Agency



APPROVED BY: Debbie Brangenberg/Don Lewis

EXPLANATION: Reimbursement of pro-rata earnest money per contract for Lot 3-10 Fairpark

V-34930

317-392001

**SHORTCO LLC**  
324 TROY ST  
TUPELO, MS 38804

1003  
ES-129/842

1/13/22

Date 

Pay to the Order of TRA

\$ 4000

Four Thousand

Dollars 

 **RENASANT**  
BANK 1-800-680-1801  
www.renasantbank.com

For Fairville E.M.



⑆084201294⑆ 8010684031⑆ 01003

# **Tupelo Redevelopment Agency**

## **Minutes**

**September 29, 2022**

A meeting of the Tupelo Redevelopment Agency convened at 4:00 pm on October 11, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Cheryl Rainey, and Shane Homan. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis and Mayor Todd Jordon were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

**1. Review/Ratify TRA Minutes of July 6, 2022**

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency unanimously approved the Minutes of the July 6, 2022 meeting.

**Exhibit A**

**2. Review/Approve Invoice 1752817 for Salsbury Industries in the amount of \$6100.00 for postal receptacles Fairpark Phase IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency members voted unanimously to approve the payment of \$6,100 to Salsbury Industries for the purchase of postal receptacles for Fairpark Phase IV.

**Exhibit B**

**3. Review/Approve Amendments to Fairpark Residential Guidelines for Phase II and IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to approve the updated Fairpark Residential Design Guidelines for Phase II and IV.

**Exhibit C**

**4. Executive Session**

Upon a motion by Reed Hillen and a second by Shane Homan, the Agency voted unanimously to close the regular session to determine the need for Executive Session.

Stephen Reed advised the Agency that there were items concerning the transaction of business and discussion regarding the prospective purchase, sale or leasing of lands in Fairpark. (Miss. Code. Ann. § 25-41-7)

Having determined that this is an appropriate matter to discuss in Executive Session, and upon a motion by Reed Hillen and a second by Cheryl Rainey, the Agency voted unanimously to enter into Executive Session.

After having discussed matters regarding the prospective purchase, sale or leasing of lands, the Agency voted unanimously to return to Regular Session upon a motion by Shane Homan and a second by Cheryl Rainey. No action was taken.

**5. Approve an offer to ShortCo., LLC for a prorated refund**

TRA was notified by Clay Short of ShortCo., LLC's desire to terminate its purchase contract for Lot 10 and to be refunded their \$4,000 deposit. Upon a motion by Shane Homan and a second by Cheryl Rainey, the Board voted unanimously to offer a prorated refund of ShortCo., LLC's deposit. Because ShortCo wishes to terminate the agreement prior to the expiration of the 1-year option term, the Board would offer to refund a partial refund of the \$4,000 in earnest money, based on a per diem rate. The per diem value of the \$4,000 Option Price for a 12-month option is \$10.96. As of the date of September 29, 2022, there were 114-days remaining on the option. TRA will grant a refund for the amount of 1,249.32. The motion was approved unanimously.

**Exhibit D**

Being no further business, Chair Reed Hillen called for a motion to adjourn. Upon a motion by Shane Homan and a second by Cheryl Rainey, the agency voted unanimously to adjourn.

Reed Hillen, Chair

Debbie Brangenberg, Project Director

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STATE OF MISSISSIPPI

COUNTY OF LEE

OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

This OPTION AGREEMENT is entered into by and between **TUPELO REDEVELOPMENT AGENCY** (hereinafter called the "Owner" or "TRA"), and **ShortCo, LLC** (hereinafter called the "Buyer").

DESCRIPTION OF REAL PROPERTY:

Lot 10 located in the Fairpark District at the southeast corner of Monaghan Street and East Troy Street in Tupelo, Mississippi. The real property consisting of approximately 28,000 +/- square feet, (Described on Exhibit A attached hereto).

OPTION PRICE

In exchange for this option, Buyer has paid to Owner an option payment in the sum of Four Thousand Dollars (\$4,000.00) (the "Option Price"), which amount shall be treated as earnest money credited to the Purchase Price in the event Buyer exercises the Option and closes on the purchase of the Property. Owner hereby acknowledges receipt of the Option Price. If Buyer does not exercise the Option before the end of the term of the option, then this agreement shall automatically terminate, Owner shall retain the Option Price and no party shall have any further rights, duties, liabilities or obligations under this Agreement except as specifically set forth herein.

PURCHASE PRICE:

The purchase price to be paid for said property, in the event the Option is exercised, is Fifteen Dollars (\$15.00) per foot, with the total purchase price will be based on the actual surveyed square feet. The Buyer will provide an updated survey of said real property upon exercise of option.

TERM OF OPTION

The term of this Option will begin on the date of execution of this Option Agreement and will expire in twelve (12) months from said date.

TERMS OF PAYMENT OF PURCHASE PRICE

In the event this Option is exercised, Owner and Buyer will determine a method of payment for the property described herein.

WARRANTY DEED

In the event this Option is exercised, upon the closing of this transaction, the Owner shall be responsible for the preparation of and payment for the Warranty Deed necessary to close this transaction, and will make conveyance of the real property described herein to the Buyer by General Warranty Deed, free and clear of any and all liens and encumbrances whatsoever, except the following, to-wit:

1. Mineral reservations and conveyances, if any, by prior owners.
2. Taxes for the year wherein Option is exercised, which will be prorated as of the date of the closing of this transaction.
3. All rights-of-way and easements for public roads and public utilities.
4. Reservation of option to repurchase to Tupelo Redevelopment Authority.

TITLE CERTIFICATE

If this Option Agreement is exercised, Buyer will be responsible for the title certificate, soil test, environmental study and historical and archeology studies as needed. If said title certificate reflects defects, encumbrances or lack of marketability of the real property described herein, then owner shall have thirty (30) days from date of receipt of written notice from Buyer of such defect or unmarketability, to cure same. If the title



cannot be cured within said thirty-day period, then this Option Agreement shall terminate and Owner shall return the Option Money to Buyer. The parties agree that the following shall not be considered a defect, encumbrance or lack of marketability:

- (a) Ad Valorem taxes, if any, for year of sale;
- (b) Any prior mortgage, if any, which Owner agrees shall be satisfied at closing out of payment of the purchase price;
- (c) Any zoning ordinance or building restriction which may apply;
- (d) All oil, gas and other mineral interests reserved by prior owners;
- (e) Any rights-of-way for public roads or public utility easements.

#### AD VALOREM TAXES

If this Option is exercised, the ad valorem taxes, if any, due on the above described property will be prorated between the Owner and Buyer as of the date of closing of this transaction for that one (1) year.

#### DUE DILIGENCE

Buyer shall have the right and access to the site to undertake, at Buyer's expense, any and all physical inspections, studies, and other investigations of and concerning the site as Buyer, in its sole discretion, may deem appropriate. In the event that any of the results of the investigations are not satisfactory to Buyer, in its sole discretion, Buyer shall notify Owner in writing and this Option shall be terminated.

#### MISCELLANEOUS PROVISIONS

- 1) This Option cannot be exercised until Buyer meets the following conditions:
  - a) TRA approval of a general plan of lot utilization in keeping with the stated goals and objectives of TRA to develop Fairpark as a mixed use district with employment and shopping opportunities, housing opportunities, parks, lodging and civic uses, such plan to include the number, square footage and proposed use of buildings.
  - b) The project will go under construction within 90 days of closing.
  - c) The Buyer has provided and satisfied all building design approvals needed for the project.

d) Parties' mutual agreement on terms of payment, phasing and incentives for commencing work, and potential buyback provisions.

- 2) If this Option is exercised, Owner will certify to Buyer that there are no leases or easements in effect on the real property described herein. However, if there are any leases or easements in effect on the real property described herein, Owner will disclose this to Buyer. Owner will not grant any easements or leases on the real property described herein during the term of this Option Agreement.
- 3) If this Option is exercised, Owner will convey all mineral rights owned by Owner, to Buyer.
- 4) If this Option is exercised, Owner agrees, at closing, to pay Buyer's real estate agent, TRI Inc. a commission fee of 6% of the total sale price.

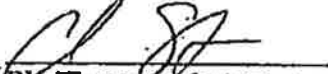
This Option Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, legal representatives, successors and assigns. This Option Agreement contains the entire agreement of Owner and Buyer with regard to the subject matter of this Option Agreement, and no prior agreement or understanding, whether written or oral, with regard to the same shall be valid or of any force and effect. This Option Agreement may be modified or amended only by a written agreement executed by both Owner and Buyer.

EXECUTED IN DUPLICATE ORIGINALS, on this, the 21 day of January, 2022 ~~March, 2019~~.

SIGNATURES FOLLOW:

BUYER:

SHORTCO, LLC



BY: JEFFERY CLAYTON SHORT, JR.  
SOLE MEMBER

STATE OF MISSISSIPPI

COUNTY OF LEE


Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>TH</sup> of JANUARY, 2022 within my jurisdiction, the within named JEFFERY CLAYTON SHORT, JR. who acknowledged that he is the SOLE MEMBER of ShortCo, LLC., as his act and deed, he signed, executed and delivered the above and foregoing instrument, and is duly authorized so to do.

  
NOTARY PUBLIC



My Commission Expires:

OWNER.

  
REED HILLEN  
Chairman, TRA

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for said county and state, on this the 21st day of January 2022, within my jurisdiction, the within named REED HILLEN, who acknowledged that he is the Chairman of the Tupelo Redevelopment Agency, and that for and on behalf of said Tupelo Redevelopment Agency, and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said Tupelo Redevelopment Agency so to do.

  
NOTARY PUBLIC

My Commission Expires:



**Tiffany May**

---

**From:** Debbie Brangenberg  
**Sent:** Thursday, September 29, 2022 10:45 AM  
**To:** Tiffany May; Ben Logan; Stephen Reed; Kim Hanna; Don Lewis; Scott Costello  
**Subject:** Fwd: Option Agreement for Lot 10, Fairpark

This just cam in from Shane Homan.

Debbie

Sent from my iPhone

Begin forwarded message:

**From:** Debbie Brangenberg <debbie.brangenberg@tupeloms.gov>  
**Date:** September 29, 2022 at 10:44:31 AM CDT  
**To:** Shane Homan <shoman@cdfms.org>  
**Subject:** Re: Option Agreement for Lot 10, Fairpark

Yes was not aware of this. I will get in on the list.  
Debbie

Sent from my iPhone

On Sep 29, 2022, at 10:42 AM, Shane Homan <shoman@cdfms.org> wrote:

Do we need to take action this request at our meeting today. Thanks.

Shane Homan  
Chief Operating Officer  
**Community Development Foundation**

Creating jobs. Developing communities. Fostering business.  
P.O. Box A | 398 E Main St., CDF Center | Tupelo, MS 38802-1210 | (O) 662-842-4521  
| [www.cdfms.org](http://www.cdfms.org)

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**From:** Clay Short <cshort@trirealestate.net>  
**Date:** Thursday, September 29, 2022 at 9:19 AM

To: Shane Homan <shoman@cdfms.org>, Ben Logan  
<ben.logan@tupeloms.gov>, Reed Hillen <wrh@hillenwicker.com>  
Subject: Option Agreement for Lot 10, Fairpark

Guys,

Unfavorable market conditions have made it increasingly difficult to take the project discussed, regarding the above mentioned Lot, to fruition like we hoped when we signed our Option Agreement. Unfortunately we're requesting that our Option Agreement be terminated and our \$4,000 be returned. We'll be happy to discuss other options, but definitely want to notify before our one-year agreement terminates

Best regards,

Clay Short  
Commercial Brokerage  
TRI Inc - Commercial  
662-231-4262 m

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INV/ACCT	VENDOR	AMOUNT	APPROVAL
TRAVEL	MS VEGETATION MGMT ASSN	\$ 79.22	<u>TR</u>
TRAVEL	ALEX WOODS	\$ 665.00	<u>TR</u>
TRAVEL	JAYSON TREADWELL	\$ 665.00	<u>TR</u>
TRAVEL	REED PRIEST	\$ 665.00	<u>TR</u>
TRAVEL	LEIGH ANN MATTOX	\$ 508.52	<u>TR</u>
3018810608	ATMOS	\$ 85.11	<u>TR</u>
TRAVEL - REED	MMA	\$ 225.00	<u>TR</u>
TRAVEL - LOGAN	MMA	\$ 225.00	<u>TR</u>
	DEEPIKA DEY	\$ 135.00	<u>TR</u>
TAG	MS DEPARTMENT OF REV	\$ 12.00	<u>TR</u>
TAG	MS DEPARTMENT OF REV	\$ 12.00	<u>TR</u>
TAG	MS DEPARTMENT OF REV	\$ 12.00	<u>TR</u>
REFUND	SHORTCO LLC	\$ 1,249.32	<u>TR</u>
601043083R	WHITTINGTON OFFICE	\$ 4,375.00	<u>TR</u>
TRAVEL	PENNY JOLLY	\$ 95.00	<u>TR</u>
TRANSLATOR	SUSANNA LARIS	\$ 100.00	<u>TR</u>
	STATE TREASURER	\$ 29,655.51	<u>TR</u>
	DPS FUND 3747	\$ 1,151.00	<u>TR</u>
	CRIMESTOPPERS	\$ 181.17	<u>TR</u>

11/1/2022

**Tupelo Redevelopment Agency**

**Agenda**

**October 11, 2022**

- 1. Review/Approve Pay Request #2 James A Hodges Constrluction, INC. final payment TRA 7B Parking Lot  
\$19,241.96  
Exhibit A**
- 2. Review/Approve Invoice Scott Davis Trust Account for Purchase of Lots 4-2,4-3,4-4,4-5,4-9 Fairpark Phase IV, Fairpark Investment Group  
\$150,000.00 <sup>14-10</sup> \$225,000.00  
Exhibit B**
- 3. Executive Session**



## Tupelo Redevelopment Agency

### Minutes

**October 11, 2022**

A meeting of the Tupelo Redevelopment Agency convened at 10:30 am on October 11, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Cheryl Rainey, Shane Homan, ( as amended 10/27/2022) Bentley Nolan, Brannon Kahlstorf, and Cheryl Rainey via Zoom. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, Mayor Todd Jordon, TRA Project Director, Debbie Brangenberg, were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

The first item of business was to amend the agenda to include Item #2A Invoice # 0126, Slayton's Concrete and Construction, LLC in the amount of \$750.00 for a concrete pad for mailboxes in Fairpark Phase IV Residential. Upon a motion by Bentley Nolan and a second by Cheryl Rainey, the Agency unanimously approved the amendment.

#### **1. Review/Approve Pay Request #2 James A Hodges Construction, INC. final payment TRA 7B Parking Lot**

**\$19,241.96**  
**Exhibit A**

Upon a motion by Bentley Nolan and a second by Cheryl Rainey, the Agency unanimously approved Pay Request #2 James A Hodges Construction, INC for final payment TRA 7B Parking Lot in the amount of \$19,241.96.

#### **2. Review/Approve Invoice Scott Davis Trust Account for Purchase of Lots 4-2,4-3,4-4,4-5,4-9, 4-10 Fairpark Phase IV, Fairpark Investment Group for \$25,000 per lot.**

The re-purchase 9 lots from Fairpark Investment Group for \$25,000 per lot was discussed by the Agency. The discussion was brought about due to a change in the future ownership of the lots with a new partnership with Twelve Stone Development and Fairpark Investment Group. The new ownership requested an extension of an additional 12 months to begin construction. After discussion it was agreed among the Agency members that it was in the best interest of TRA to repurchase all 9 lots and sell 3 lots to the new owners to avoid future requests for extensions. It would also not have all 9 lots tied up indefinitely should the construction time line not be met.

Upon a motion by Shane Homan and a second by Bentley Nolan, the Agency members voted unanimously to repurchase Lots 4-2 through 4-20 for the original sales price of \$25,000, totaling \$225,000.00.

Assistant City Attorney, Stephen Reed explained the legal terms of the contract and the Covenants and Restrictions for Fairpark in reference to the time line to begin construction and the buyback clause from the Covenants and Restrictions option available to TRA. Historically due to positive interest in the area, the Agency previously decided to amend the purchase/option agreements to only allow a single developer to purchase or option 3 lots a time, thus preventing the area from being tied up with no construction commencing for an indefinite period of time. This amendment allows for the potential for a better climate for purchase and construction in Phase IV.

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to sell Lot 4-6, 4-7 and 4-8 to Twelve Stone Development for the original sales price of \$25,000.

Also, upon a motion by Shane Homan and a second by Bentley Nolan, the Agency voted unanimously to enter into an option agreement with Twelve Stone Development for Lots 4-2, 4-3, 4-4, 4-5, 4-9 and 4-10 with language that states that the purchase of another lot can only be executed which the developer has successfully completed construction and granted a Certificate of Occupancy by Development Services. Once a Certificate of Occupancy has been issued, the developer then may exercise another lot from the option.

**2A. Review/Approve Invoice 0126, Slayton's Concrete Construction, LLC in the amount of \$750.00 for a concrete pad for mailboxes in Fairpark Phase IV Residential.**

Upon a motion by Shane Homan and a second by Bentley Nolan, the Agency unanimously voted to approve payment of Invoice 0126 in the amount of \$750.00 to Slayton's Concrete Construction LLC.

**\$750.00**

**Exhibit B**

**3. Executive Session**

Project Director, Debbie Brangenberg reported to the Agency that there were items concerning purchase of property in Fairpark and requested an Executive Session to review and discuss.

Upon a motion by Reed Hillen and a second by Shane Homan the Agency voted unanimously to close the regular session to determine the need for Executive Session.

The purchase or sale of land is a duly deemed by the State of Mississippi as allowed purpose to enter into Executive Session.

Having duly determined the need to enter into Executive Session, upon a motion by Reed Hillen and a second by Bentley Nolan, the Agency entered Executive Session.

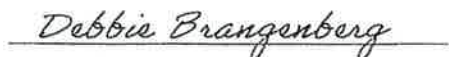
The Agency voted unanimously to return to Regular Session upon a motion by Shane Homan and a second by Bentley Nolan. No action was taken.

Being no further business, Chair Reed Hillen called for a motion to adjourn. Upon a motion by Shane Homan and a second by Bentley Nolan the agency voted unanimously to adjourn.

Reed Hillen, Chair

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

Debbie Brangenberg, Project Director

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

3-09606

**COOK COGGIN ENGINEERS, INC.**



September 28, 2022

Exhibit A

Mr. Stephen N. Reed  
 Tupelo Redevelopment Agency  
 City of Tupelo  
 71 E Troy St  
 Tupelo, MS 38804

**CITY OF TUPELO  
 TUPELO FAIRGOUNDS REDEVELOPMENT 7B – PARKING LOT  
 BID 2020-028FP**

Enclosed is the Contractor's Application for Final Payment for further processing. Please execute and return one (1) copy to CCE. A construction summary follows.

**CONSTRUCTION SUMMARY**

Original Contract Amount	\$	232,591.06
Net Change by Change Order	\$	(4,981.51)
Revised Contract Amount	\$	227,609.55
Work Completed & Stored to Date	\$	227,609.55
Retainage Held		
Previous Payments	\$	208,367.59
Payment this Request	\$	19,241.96
Project Percent Complete		100%
Contract Time (Calendar Days)		75
Notice to Proceed Date		18-Nov-2020
Original Completion Date		31-Jan-2021
Days Added by Change Order		74
Revised Completion Date		15-Apr-2021
Period this Request	21-Feb-2021 to	15-Apr-2021
Days this Period		54
Previous Days Charged		95
Total Days to Date		149
Project Percent Time Elapsed		100%

If you have any questions or need further assistance, please call.

David M. Long, P.E.  
 davidlong@cookcoggin.com

Copy to:

Mr. Chad Ranking, James A. Hodges Construction, 1281 CR 811, Saltillo, MS 38866 (Email)

APPLICATION FOR PARTIAL PAYMENT

CCE# 3-09806

PARTIAL PAYMENT REQUEST NUMBER: 2

DATE PREPARED: 7/20/2022

PROJECT: Tupelo Fairgrounds Redevelopment 7B - Parking Lot

CONTRACTOR: JAMES A. HODGES CONSTRUCTION, INC.  
OWNER: City of Tupelo

CONTRACT AMOUNT: \$ 232,591.06  
CHANGE ORDER NO. 1 & SUMMARY: \$ 3,892.92  
REVISED CONTRACT AMOUNT: \$ 236,483.98

PERIOD of REQUEST: 1/20/2021- 2/20/2021

Item No.	Item	Quantities On Contract	Quantities Last Request	Quantities This Request	Quantities Allowed to Date	Unit	Unit Price	Amount
1	Construction Record Drawings	1.0				LS	\$ 1,000.00	\$ -
2	Maintenance of Traffic	1.0	1		1.00	LS	\$ 500.00	\$ 500.00
3	Temporary Silt Fence	200.0	205.00		205.00	LF	\$ 5.25	\$ 1,076.25
4	Wattles	50.0	40		40.00	LF	\$ 5.25	\$ 210.00
5	Mobilization	1.0	1		1.00	LS	\$ 2,500.00	\$ 2,500.00
6	Cleaning and Grubbing	1.0	1		1.00	LS	\$ 2,100.00	\$ 2,100.00
7	Site Earthwork	1.0	1		1.00	LS	\$ 23,182.50	\$ 23,182.50
8	Erosion Control	1.0	1		1.00	LS	\$ 1,000.00	\$ 1,000.00
9	Geotextile Fabric for Roadway Stabilization	1,680.0	1648		1,648.00	SY	\$ 3.15	\$ 5,191.20
10	Cold Milling of Bituminous Pavement, All Depths	1,680.0	1690		1,690.00	SY	\$ 8.62	\$ 14,567.80
11	Subgrade Undercutting Allowance	300.0	22		22.00	CY	\$ 11.81	\$ 259.82
12	Selected Borrow Material Allowance (for Undercut Areas Only)	300.0	22		22.00	CY	\$ 17.33	\$ 381.26
13	Crushed Limestone Base	285.0	285		285.00	CY	\$ 55.95	\$ 15,860.25
14	18" Concrete Curb and Gutter	806.0	803		803.00	LF	\$ 28.17	\$ 22,620.51
15	Hot Mix Asphalt, ST, 9.5mm (Surface Course)	76.0	76		76.00	Ton	\$ 138.00	\$ 10,488.00
16	Hot Mix Asphalt, ST, 19mm (Binder Course)	102.0	102		102.00	Ton	\$ 142.30	\$ 14,545.20
17	Hot Mix Asphalt, ST, 9.5mm (Overlay)	139.0	139		139.00	Ton	\$ 138.00	\$ 19,182.00
18	Concrete Pavement	265.0	272		272.00	SY	\$ 91.15	\$ 24,792.80
18	Concrete Sidewalks	213.0	202	11	213.00	SY	\$ 97.75	\$ 20,820.75
20	Minor Structure Concrete	0.5	0.5		0.50	CY	\$ 2,200.00	\$ 1,100.00
21	Grate and Frame Castings	120.0	120		120.00	Lbs	\$ 5.00	\$ 600.00
22	4" Detail Traffic Strips (White)	1,402.0	1402		1,402.00	LF	\$ 0.95	\$ 1,331.90
23	4" Detail Traffic Strips (Blue)	411.0	411		411.00	LF	\$ 0.95	\$ 390.45
24	Handicap Legend Striping (Blue)	5.0	5		5.00	Each	\$ 50.60	\$ 253.00
25	Existing Water Meter Removal and Service Line Extension	1.0	1		1	LS	\$ 1,365.00	\$ 1,365.00
26	18" HP Drainage Pipe	80.0	80		80	LinFt	\$ 29.00	\$ 2,320.00
27	Type V Street Light	1.0		1	1	Each	\$ 7,200.00	\$ 7,200.00
28	Pencell J-Box	3.0	3.00		3.00	Each	\$ 216.58	\$ 649.74
29	1" Conduit in Trench	131.0	131.00		131.00	LF	\$ 7.90	\$ 1,034.90
30	1" PVC Sweep	8.0	8.00		8.00	Each	\$ 249.17	\$ 1,993.36
32	#10 AWG Copper THHN	300.0	300.00		300.00	LF	\$ 0.85	\$ 255.00
33	#12 AWG Copper THHN	150.0	150.00		150.00	LF	\$ 1.37	\$ 205.50
34	Nyplast Basin Inlet in Lieu of Concrete Junction Box	1.0	1.00		1.00	LS	\$ 2,500.00	\$ 2,500.00
35	1/4 Bend 18" HP Drainage Pipe Fitting in Lieu of concrete Junction Box	1.0	1.00		1.00	LS	\$ 700.00	\$ 700.00
36	Additional Price to Increase Concrete Pavement Thickness from 8" to 8"	265.0	265.00		265.00	SY	\$ 30.38	\$ 8,050.70
<b>CONSTRUCTION SUB-TOTAL</b>								<b>\$227,809.55</b>

STATE OF MISSISSIPPI  
LEE COUNTY, MS

SUB-TOTAL AMOUNT DUE: \$227,809.55

I hereby certify that the work covered by this request for payment has been completed in accordance with the Contract Documents and that the labor and materials listed herein have been used in construction of this work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and that payment received from the last request for payment has been used to make payments to all tier 1 subcontractors and suppliers except as listed below.

Contract Time: 149  
Days This Period: 30  
Previous Days: 30  
Total Days to Date: 30  
Percent of Elapsed Time: 20%  
Project Percent Complet. 95%

LESS PREVIOUS PAYMENTS: \$200,367.59  
NET PAYMENT DUE: \$19,241.96

CONTRACTOR: JAMES A. HODGES CONSTRUCTION, INC.

BY: *[Signature]*

SUBSCRIBED AND SWORN BEFORE ME THIS 20<sup>th</sup> DAY OF July 2022  
NOTARY PUBLIC: *[Signature]*

MY COMMISSION EXPIRES: Nov. 15<sup>th</sup>, 2022



RECOMMENDED FOR PAYMENT

*[Signature]*  
FOR COOK COGGIN ENGINEERS, INC.

AUTHORIZED FOR PAYMENT

FOR OWNER: City of Tupelo

*[Signature]*

**TUPELO REDEVELOPMENT AGENCY**

**OCTOBER 11,2022**

**INVOICE**

**Scott Davis Trust Account  
326 North Broadway  
Tupelo, MS 38804**

**Purchase of Lots 4-2, 4-3, 4-4, 4-5, 4-9, 4-10 Phase IV Residential  
Fairpark  
Fairpark Investment Group**

**Amount \$225,000.00**





Exhibit B

# SLAYTON'S CONCRETE CONSTRUCTION, LLC

110 Garrett Cove  
Saltillo, Ms 38866  
662-891-0147  
slaytonsconcrete@ymail.com

Date: 9/29/22

**INVOICE NO. 0126**

Customer Purchase Order No.

Bill To: TRA Development

Address:

City: Tupelo

State: Ms.

Zip: 38801

Phone:

Fax:

Job Name: Mailbox Concrete Pad

Job Location: Fairpark

Description of Work: Form, pour and finish concrete pad for mailbox with 5" thickness.  
Concrete and labor included in price.

Price: \$750.00

Amount Due: \$750.00

Terms: COD

# THANK YOU FOR YOUR BUSINESS

**Tupelo Redevelopment Agency**  
**Minutes**  
**October 27, 2022**

A meeting of the Tupelo Redevelopment Agency convened at 10:30 am on October 11, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Shane Homan, Vice Chair, Bentley Nolan, and Brannon Kahlstorf, and Cheryl Rainey via Zoom. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, Mayor Todd Jordan, TRA Project Director, Debbie Brangenberg, were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Vice Chair, Shane Homan.

**1. Review/Approve Minutes of October 11, 2022**

The minutes of October 11, 2022 were amended to add Shane Homan as attending. Upon a motion by Shane Homan and a second by Bentley Nolan the Agency voted unanimously to approve the minutes of October 11, 2022 as amended.

**Exhibit A**

**2. Review/Approve Invoice for ShortCo, LLC in the amount of \$1,249.32**

A request was made by Clay Short, ShortCo, LLC to terminate his option on Lot 10 Phase III C of Fairpark and a refund of earnest money. Assistant City Attorney, Stephen Reed stated that legally the refund was not due to ShortCo, LLC. He offered a suggestion that in good faith a per diem rate could be refunded. Upon a motion by Brannon Kahlstorf and a second by Bentley Nolan, the Agency voted unanimously to refund the per diem amount of \$1,249.32. An explanation is attached.

**Exhibit B**

**3. Executive Session**

Upon a motion by Brannon Kahlstorf and a second by Shane Bentley Nolan the Agency voted unanimously to close the regular session to determine the need for Executive Session.

Project Director, Debbie Brangenberg reported to the Agency that there were items concerning the transaction of business and discussion regarding the prospective purchase, sale or leasing of lands in Fairpark. (Miss. Code. Ann. § 25-41-7)



Having determined that this is an appropriate matter to discuss in Executive Session, and upon a motion by Brannon Kalhstorf and a second by Bentley Nolan, the Agency voted unanimously to enter into Executive Session.

After a brief discussion, upon a motion by Brannon Kalhstorf and a second by Bentley Nolan, the Agency voted unanimously to return to the regular session.

The Vice Chair, Shane Homan called for a motion to rescind the previously approved re-purchase of Lots 4-2, 4-3, 4-4, 4-5, 4-6, 4-7, 4-8, 4-9, 4-10 Fairpark Phase IV from WWD, LLC based on changes in ownership from Twelve Stones Development, LLC to WWD, LLC as originally presented ownership. Upon a motion by Brannon Kalhstorf and a second by Bentley Nolan the Agency voted unanimously to rescind the previous vote of October 11, 2022.

The Vice Chair, Shane Homan called for an additional motion to retract offer to sell Lots 4-6, 4-7, and 4-8 Fairpark Phase IV to Twelve Stone Development, LLC. Upon a motion by Brannon Kalhstorf and a second by Bentley Nolan, the Agency voted unanimously to retract offer to sell said lots.

Being no further business, Chair Reed Hillen called for a motion to adjourn. Upon a motion boy Shane Homan and a second by Bentley Nolan the agency voted unanimously to adjourn.

Shane Homan, Vice Chair  
  
\_\_\_\_\_


Debbie Brangenberg, Project Director  
  
\_\_\_\_\_

Exhibit B

# Invoice

October 27, 2022

Pay to the Order Of:

ShortCo, LLC  
324 Troy Street  
Tupelo, MS 38804

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Prorated Refund of Earnest Deposit for 7B Phase III Fairpark	\$1,249.32
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<b>TOTAL</b>	<b>\$1,249.32</b>
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Tupelo Redevelopment Agency  
PO Box 1468  
Tupelo, MS 38804

City of Tupelo  
Todd Jordan  
Mayor

REQUEST FOR PAYMENT

DATE: 11/1/82022

PAYEE: ShortCo, LLC

ADDRESS: 321 Troy St

ACCOUNT: 317-392001

Tupelo, MS

VENDOR: 34930

38804

AMOUNT: \$1,249.32

REQUESTED BY: Tupelo Redevelopment Agency



APPROVED BY: Debbie Brangenberg/Don Lewis

EXPLANATION: Reimbursement of pro-rata earnest money per contract for Lot 3-10 Fairpark

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

V-34930

317-392001


**SHORTCO LLC**  
 324 TROY ST  
 TUPELO, MS 38804

1003  
 85-129/842

Date: 11/13/22 CHECK NUMBER

Pay to the Order of TRA \$ 4000  
Four Thousand Dollars

**RENASANT BANK** 1-800-680-1601  
 www.renasantbank.com

For Fairplay E.M. 

⑆084201294⑆ 8010684031⑆ 01003

## Tupelo Redevelopment Agency

### Minutes

**September 29, 2022**

A meeting of the Tupelo Redevelopment Agency convened at 4:00 pm on October 11, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Cheryl Rainey, and Shane Homan. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis and Mayor Todd Jordon were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Chair, Reed Hillen.

**1. Review/Ratify TRA Minutes of July 6, 2022**

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency unanimously approved the Minutes of the July 6, 2022 meeting.

**Exhibit A**

**2. Review/Approve Invoice 1752817 for Salsbury Industries in the amount of \$6100.00 for postal receptacles Fairpark Phase IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency members voted unanimously to approve the payment of \$6,100 to Salsbury Industries for the purchase of postal receptacles for Fairpark Phase IV.

**Exhibit B**

**3. Review/Approve Amendments to Fairpark Residential Guidelines for Phase II and IV.**

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to approve the updated Fairpark Residential Design Guidelines for Phase II and IV.

**Exhibit C**

**4. Executive Session**

Upon a motion by Reed Hillen and a second by Shane Homan, the Agency voted unanimously to close the regular session to determine the need for Executive Session.

Stephen Reed advised the Agency that there were items concerning the transaction of business and discussion regarding the prospective purchase, sale or leasing of lands in Fairpark. (Miss. Code. Ann. § 25-41-7)

Having determined that this is an appropriate matter to discuss in Executive Session, and upon a motion by Reed Hillen and a second by Cheryl Rainey, the Agency voted unanimously to enter into Executive Session.

After having discussed matters regarding the prospective purchase, sale or leasing of lands, the Agency voted unanimously to return to Regular Session upon a motion by Shane Homan and a second by Cheryl Rainey. No action was taken.

**5. Approve an offer to ShortCo., LLC for a prorated refund**

TRA was notified by Clay Short of ShortCo., LLC's desire to terminate its purchase contract for Lot 10 and to be refunded their \$4,000 deposit. Upon a motion by Shane Homan and a second by Cheryl Rainey, the Board voted unanimously to offer a prorated refund of ShortCo., LLC's deposit. Because ShortCo wishes to terminate the agreement prior to the expiration of the 1-year option term, the Board would offer to refund a partial refund of the \$4,000 in earnest money, based on a per diem rate. The per diem value of the \$4,000 Option Price for a 12-month option is \$10.96. As of the date of September 29, 2022, there were 114-days remaining on the option. TRA will grant a refund for the amount of 1,249.32. The motion was approved unanimously.

**Exhibit D**

Being no further business, Chair Reed Hillen called for a motion to adjourn. Upon a motion by Shane Homan and a second by Cheryl Rainey, the agency voted unanimously to adjourn.

Reed Hillen, Chair

Debbie Brangenberg, Project Director

\_\_\_\_\_

\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF LEE

OPTION AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

This OPTION AGREEMENT is entered into by and between TUPELO REDEVELOPMENT AGENCY (hereinafter called the "Owner" or "TRA"), and ShortCo, LLC (hereinafter called the "Buyer").

DESCRIPTION OF REAL PROPERTY:

Lot 10 located in the Fairpark District at the southeast corner of Monaghan Street and East Troy Street in Tupelo, Mississippi. The real property consisting of approximately 28,000 +/- square feet, (Described on Exhibit A attached hereto).

OPTION PRICE

In exchange for this option, Buyer has paid to Owner an option payment in the sum of Four Thousand Dollars (\$4,000.00) (the "Option Price"), which amount shall be treated as earnest money credited to the Purchase Price in the event Buyer exercises the Option and closes on the purchase of the Property. Owner hereby acknowledges receipt of the Option Price. If Buyer does not exercise the Option before the end of the term of the option, then this agreement shall automatically terminate, Owner shall retain the Option Price and no party shall have any further rights, duties, liabilities or obligations under this Agreement except as specifically set forth herein.

PURCHASE PRICE:

The purchase price to be paid for said property, in the event the Option is exercised, is Fifteen Dollars (\$15.00) per foot, with the total purchase price will be based on the actual surveyed square feet. The Buyer will provide an updated survey of said real property upon exercise of option.

TERM OF OPTION

The term of this Option will begin on the date of execution of this Option Agreement and will expire in twelve (12) months from said date.

TERMS OF PAYMENT OF PURCHASE PRICE

In the event this Option is exercised, Owner and Buyer will determine a method of payment for the property described herein.

WARRANTY DEED

In the event this Option is exercised, upon the closing of this transaction, the Owner shall be responsible for the preparation of and payment for the Warranty Deed necessary to close this transaction, and will make conveyance of the real property described herein to the Buyer by General Warranty Deed, free and clear of any and all liens and encumbrances whatsoever, except the following, to-wit:

1. Mineral reservations and conveyances, if any, by prior owners.
2. Taxes for the year wherein Option is exercised, which will be prorated as of the date of the closing of this transaction.
3. All rights-of-way and easements for public roads and public utilities.
4. Reservation of option to repurchase to Tupelo Redevelopment Authority.

TITLE CERTIFICATE

If this Option Agreement is exercised, Buyer will be responsible for the title certificate, soil test, environmental study and historical and archeology studies as needed. If said title certificate reflects defects, encumbrances or lack of marketability of the real property described herein, then owner shall have thirty (30) days from date of receipt of written notice from Buyer of such defect or unmarketability, to cure same. If the title



cannot be cured within said thirty-day period, then this Option Agreement shall terminate and Owner shall return the Option Money to Buyer. The parties agree that the following shall not be considered a defect, encumbrance or lack of marketability:

- (a) Ad Valorem taxes, if any, for year of sale;
- (b) Any prior mortgage, if any, which Owner agrees shall be satisfied at closing out of payment of the purchase price;
- (c) Any zoning ordinance or building restriction which may apply;
- (d) All oil, gas and other mineral interests reserved by prior owners;
- (e) Any rights-of-way for public roads or public utility easements.

#### AD VALOREM TAXES

If this Option is exercised, the ad valorem taxes, if any, due on the above described property will be prorated between the Owner and Buyer as of the date of closing of this transaction for that one (1) year.

#### DUE DILIGENCE

Buyer shall have the right and access to the site to undertake, at Buyer's expense, any and all physical inspections, studies, and other investigations of and concerning the site as Buyer, in its sole discretion, may deem appropriate. In the event that any of the results of the investigations are not satisfactory to Buyer, in its sole discretion, Buyer shall notify Owner in writing and this Option shall be terminated.

#### MISCELLANEOUS PROVISIONS

- 1) This Option cannot be exercised until Buyer meets the following conditions:
  - a) TRA approval of a general plan of lot utilization in keeping with the stated goals and objectives of TRA to develop Fairpark as a mixed use district with employment and shopping opportunities, housing opportunities, parks, lodging and civic uses, such plan to include the number, square footage and proposed use of buildings.
  - b) The project will go under construction within 90 days of closing.
  - c) The Buyer has provided and satisfied all building design approvals needed for the project.

- d) Parties' mutual agreement on terms of payment, phasing and incentives for commencing work, and potential buyback provisions.
- 2) If this Option is exercised, Owner will certify to Buyer that there are no leases or easements in effect on the real property described herein. However, if there are any leases or easements in effect on the real property described herein, Owner will disclose this to Buyer. Owner will not grant any easements or leases on the real property described herein during the term of this Option Agreement.
- 3) If this Option is exercised, Owner will convey all mineral rights owned by Owner, to Buyer.
- 4) If this Option is exercised, Owner agrees, at closing, to pay Buyer's real estate agent, TRI Inc. a commission fee of 6% of the total sale price.

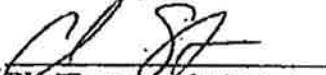
This Option Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, legal representatives, successors and assigns. This Option Agreement contains the entire agreement of Owner and Buyer with regard to the subject matter of this Option Agreement, and no prior agreement or understanding, whether written or oral, with regard to the same shall be valid or of any force and effect. This Option Agreement may be modified or amended only by a written agreement executed by both Owner and Buyer.

EXECUTED IN DUPLICATE ORIGINALS, on this, the 21 <sup>January, 2022</sup> day of ~~March, 2019~~.

SIGNATURES FOLLOW:

BUYER:

SHORTCO, LLC



BY: JEFFERY CLAYTON SHORT, JR.  
SOLE MEMBER

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13TH of JANUARY, 2022 within my jurisdiction, the within named JEFFERY CLAYTON SHORT, JR. who acknowledged that he is the SOLE MEMBER of ShortCo, LLC., as his act and deed, he signed, executed and delivered the above and foregoing instrument, and is duly authorized so to do.

  
NOTARY PUBLIC



My Commission Expires:

OWNER.

*[Handwritten Signature]*  
REED HILLEN  
Chairman, TRA

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for said county and state, on this the 11<sup>th</sup> day of January 2022, within my jurisdiction, the within named REED HILLEN, who acknowledged that he is the Chairman of the Tupelo Redevelopment Agency, and that for and on behalf of said Tupelo Redevelopment Agency, and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said Tupelo Redevelopment Agency so to do.

*[Handwritten Signature]*  
NOTARY PUBLIC

My Commission Expires:



**Tiffany May**

---

**From:** Debbie Brangenberg  
**Sent:** Thursday, September 29, 2022 10:45 AM  
**To:** Tiffany May; Ben Logan; Stephen Reed; Kim Hanna; Don Lewis; Scott Costello  
**Subject:** Fwd: Option Agreement for Lot 10, Fairpark

This just cam in from Shane Homan.

Debbie

Sent from my iPhone

Begin forwarded message:

**From:** Debbie Brangenberg <debbie.brangenberg@tupeloms.gov>  
**Date:** September 29, 2022 at 10:44:31 AM CDT  
**To:** Shane Homan <shoman@cdfms.org>  
**Subject:** Re: Option Agreement for Lot 10, Fairpark

Yes was not aware of this. I will get in on the list.  
Debbie

Sent from my iPhone

On Sep 29, 2022, at 10:42 AM, Shane Homan <shoman@cdfms.org> wrote:

Do we need to take action this request at our meeting today. Thanks.

Shane Homan  
Chief Operating Officer  
**Community Development Foundation**

Creating jobs. Developing communities. Fostering business.  
P.O. Box A | 398 E Main St., CDF Center | Tupelo, MS 38802-1210 | (O) 662-842-4521  
| [www.cdfms.org](http://www.cdfms.org)

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**From:** Clay Short <cshort@trirealestate.net>  
**Date:** Thursday, September 29, 2022 at 9:19 AM

**To:** Shane Homan <shoman@cdfms.org>, Ben Logan  
<ben.logan@tupeloms.gov>, Reed Hillen <wrh@hillenwicker.com>  
**Subject:** Option Agreement for Lot 10, Fairpark

Guys,

Unfavorable market conditions have made it increasingly difficult to take the project discussed, regarding the above mentioned Lot, to fruition like we hoped when we signed our Option Agreement. Unfortunately we're requesting that our Option Agreement be terminated and our \$4,000 be returned. We'll be happy to discuss other options, but definitely want to notify before our one-year agreement terminates

Best regards,

Clay Short  
Commercial Brokerage  
TRI Inc - Commercial  
662-231-4262 m

**\*\*\* This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. City Of Tupelo Technology Services \*\*\***

INV/ACCT	VENDOR	AMOUNT	APPROVAL
TRAVEL	MS VEGETATION MGMT ASSN	\$ 79.22	<u>TR</u>
TRAVEL	ALEX WOODS	\$ 655.00	<u>TR</u>
TRAVEL	JAYSON TREADWELL	\$ 665.00	<u>TR</u>
TRAVEL	REED PRIEST	\$ 665.00	<u>TR</u>
TRAVEL	LEIGH ANN MATTOX	\$ 508.52	<u>TR</u>
3018810608	ATMOS	\$ 85.11	<u>TR</u>
TRAVEL - REED	MMA	\$ 225.00	<u>TR</u>
TRAVEL - LOGAN	MMA	\$ 225.00	<u>TR</u>
	DEEPIKA DEY	\$ 135.00	<u>TR</u>
TAG	MS DEPARTMENT OF REV	\$ 12.00	<u>TR</u>
TAG	MS DEPARTMENT OF REV	\$ 12.00	<u>TR</u>
TAG	MS DEPARTMENT OF REV	\$ 12.00	<u>TR</u>
REFUND	SHORTCO LLC	\$ 1,249.32	<u>TR</u>
601043083R	WHITTINGTON OFFICE	\$ 4,375.00	<u>TR</u>
TRAVEL	PENNY JOLLY	\$ 95.00	<u>TR</u>
TRANSLATOR	SUSANNA LARIS	\$ 100.00	<u>TR</u>
	STATE TREASURER	\$ 29,555.51	<u>TR</u>
	DPS FUND 3747	\$ 1,151.00	<u>TR</u>
	CRIMESTOPPERS	\$ 181.17	<u>TR</u>

11/1/2022

**Tupelo Redevelopment Agency****November 3, 2022****Agenda****1.0 Review/Approve re-purchase of 4.2 acres, Lot 2-25A Phase II Fairpark**

A meeting of the Tupelo Redevelopment Agency convened at 9:00 am on November 3, 2022 in Conference Room B, Tupelo City Hall. Agency Members participating were Shane Homan, Vice Chair, Bentley Nolan, and Brannon Kahlstorf, and Cheryl Rainey via Zoom. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, TRA Project Director, Debbie Brangenberg via Zoom, were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Vice Chair, Shane Homan.

Project Director, Debbie Brangenberg reported to the Agency members and those present that the original agreement with WWD, LLC (Don Coleman, Wilson Coleman and Blake Whitehead) to build single family homes and pay for the cost of the infrastructure for Lot 4-25A Fairpark Phase II has not been fulfilled within the time frame stated in the Covenants and Restrictions filed with the deed. This is a 4.2 acre lot west of the retention pond in Phase II Residential.

COO, Don Lewis reported that in discussions with Don Coleman on multiple properties own by Mr. Coleman that he was able to negotiate for the re-purchase of the 4.2 acres by TRA for the original price of \$90,000 plus taxes for 2021 and the pro-rated share of 2022 if closed before the end of 2022 in the amount of \$6,000. Making the purchase \$96,000.00. After a brief discussion, the Agency concluded that they would prefer to maintain control of the development of the property. Upon a motion by Bentley Nolan and a second by Cheryl Rainey, the Agency voted unanimously to approve the re-purchase of Lot 2-25A from WWD, LLC.

Upon a motion by Bentley Nolan and a second by Brannon Kahlstorf the Agency voted unanimously to grant authority to Vice Chair, Shane Homan to sign said contract.

There will be further study by TRA and the City leaders on the future direction for the development of the 4.2 acres.

Being no further business, Chair Reed Hillen called for a motion to adjourn. Upon a motion by Shane Homan and a second by Bentley Nolan the agency voted unanimously to adjourn.



Shane Homan, Vice Chair  
Shane Homan

Debbie Brangenberg, Project Director  
Debbie Brangenberg

City of Tupelo  
Todd Jordan  
Mayor

REQUEST FOR PAYMENT

DATE: 12/1/2022

PAYEE: Scott Davis Trust Account

ADDRESS: 326 North Broadway

ACCOUNT: \_\_\_\_\_

Tupelo, MS

VENDOR: \_\_\_\_\_

38804

AMOUNT: \$101,420.90

REQUESTED BY: Tupelo Redevelopment Agency

APPROVED BY: Debbie Brangenberg/Don Lewis

EXPLANATION: Purchase of Lot 2-25A for original price of \$90,000 plus taxes for 2021 and 2022

Obligation of the contract not met.

**CONTRACT OF PURCHASE**

**THIS AGREEMENT** entered into this the 22nd day of November, 2022, by and between **WWD, LLC**, a Limited Liability Company existing under the laws of the State of Mississippi (hereinafter referred to as "Seller"), and the **TUPELO REDEVELOPMENT AGENCY**, the urban renewal agency of the City of Tupelo, Mississippi (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located on Clark Boulevard in the City of Tupelo, Mississippi and being particularly known as Lot 2-25, Phase Two, Fairpark, Tupelo, Mississippi, Parcel No. 089P-31-030-00 (hereinafter "Subject Property") and is more particularly described in **Exhibit "A"** attached. The subject property is intended to be conveyed subject to the terms stated herein.

1. **PRICE.** The purchase price of the subject property shall be Ninety-six Thousand Dollars (\$96,000) being due and payable at closing.
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property free of all liens, encumbrances, defects and clouds on title, whether of record or not, and with taxes not delinquent. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, Purchaser shall have the right to terminate its obligations under this agreement.

The subject property shall be subject to covenants, zoning, and other regulations of record in effect in Fairpark, City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners,

3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Buyer shall assume the cost of all property taxes being owed for the 2022 tax year. Buyer shall have sole discretion on hiring a closing attorney to facilitate the transaction.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.

- 5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 30-days after the execution of this agreement. Possession shall take place immediately after closing.
- 6. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to the sale of the subject property as detailed in this agreement.
- 7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
- 8. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
- 9. DEFAULT. If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.
- 10. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
- 11. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**  
 Tupelo Redevelopment Agency  
 Attn: Stephen N. Reed  
 PO Box 1485  
 Tupelo, MS 38802

**SELLER:**  
 WWD, LLC  
 PO Box 3171  
 Tupelo, MS. 38803

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

**IN WITNESS WHEREOF,** each of the Parties hereto have signed this Agreement on this the   22nd   day of November, 2022.

*[signatures on next page]*

**TUPELO REDEVELOPMENT AGENCY**

  
SHANE HOMAN, VICE-CHAIR

**WWD, LLC.**

  
DON COLEMAN, MANAGER

  
WILSON COLEMAN, MANAGER

  
BLAKE WHITEHEAD, MANAGER

**EXHIBIT "A"**

**LOT 2-25 OF FAIRPARK DISTRICT - PHASE TWO, AS SAME IS RECORDED IN PLAT CABINET C AT SLIDE 35 OF THE RECORDS OF MAPS AND PLATS ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI; LYING AND BEING PARTLY IN THE SOUTHWEST QUARTER OF SECTION 32 AND PARTLY IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI.**

**IT BEING INTENDED TO CONVEY THAT SAME PROPERTY HAVING BEEN CONVEYED TO WWD, LLC ON JULY 28, 2020 BY WARRANTY DEED AND RECORDED AS INSTRUMENT NUMBER 2020009929 IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI.**

Delta Computer Systems, Inc.

# Property Link

## LEE COUNTY, MS

Current Date 11/29/2022 Tax Year 2022  
Records Last Updated 11/28/2022

### PROPERTY DETAIL

OWNER WWD LLC ACRES : 4.10  
PO BOX 3171 LAND VALUE : 270000  
TUPELO MS 38803 IMPROVEMENTS : \*\*NA\*\*  
TOTAL VALUE: 270000  
ASSESSSED : 40500

PARCEL 089P-31-030-00  
ADDRESS \*\*NA\*\*

### TAX INFORMATION

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	1509.81	0.00	1509.81
CITY	1315.04	0.00	1315.04
SCHOOL	2596.05	0.00	2596.05
TOTAL	5420.90	0.00	5420.90

Pay Tax

### LAST PAYMENT DATE \*\*NA\*\*

### MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL LOT 2-25
HOMESTEAD CODE None	FAIRPARK DISTRICT PHASE 2
TAX DISTRICT 5730	B 2020 P 009929 07/28/2020
PPIN 021851	
SECTION 31	
TOWNSHIP 09S	
RANGE 06E	

Book 2020 Page 009929