



# TUPELO REGULAR CITY COUNCIL MEETING

APRIL 20, 2021 AT 6:00 PM  
COUNCIL CHAMBERS | CITY HALL

## AGENDA

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**INVOCATION:** COUNCILWOMAN NETTIE DAVIS

**PLEDGE OF ALLEGIANCE:** COUNCILMAN WILLIE JENNINGS

**CALL TO ORDER:** COUNCIL PRESIDENT MIKE BRYAN

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

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

#### **PROCLAMATIONS**

- 1.** IN THE MATTER OF NATIONAL INFERTILITY AWARENESS WEEK PROCLAMATION **JS**
- 2.** IN THE MATTER OF 2020 MML EXCELLENCE AWARD RECOGNITION FOR CITY SPIRIT, POPULATION OVER 10,000 "NEW YEAR'S EVE PARTY". **JS**

#### **RECOGNITION GIRL/BOY SCOUTS**

#### **EMPLOYEE RECOGNITION**

#### **PUBLIC RECOGNITION**

#### **MAYOR'S REMARKS**

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

### **PUBLIC AGENDA**

#### **PUBLIC HEARINGS**

- 3.** IN THE MATTER OF LOT MOWING **PF**

#### **APPEALS**

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

4. IN THE MATTER OF RATIFICATION OF EXECUTIVE ORDER 21-002 **JS**

ROUTINE AGENDA

5. IN THE MATTER OF MINUTES OF APRIL 6, 2021 REGULAR MEETING
6. IN THE MATTER OF BILL PAY **KH**
7. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
8. IN THE MATTER OF APPROVAL TO SUBMIT 2020 HOT SPOT POLICING APPLICATION **AC**
9. IN THE MATTER OF PURCHASE OF TWO TRACTS OF LAND ON ELVIS PRESLEY DRIVE BY CITY OF TUPELO AND ELVIS PRESLEY BIRTHPLACE FROM THE COTTAGES AT THE BIRTHPLACE, LLC, AND ACCEPTANCE OF DONATION OF INTEREST FROM ELVIS PRESLEY FOUNDATION **BL**
10. IN THE MATTER OF RESOLUTION OF AGREEMENT BETWEEN CITY OF TUPELO AND LEE COUNTY REGIONAL ECONOMIC DEVELOPMENT ALLIANCE REGARDING SHARING OF WATER FLUSHING COSTS **BL**
11. IN THE MATTER OF ORDER DECLARING THE TEMPORARY CITY-WIDE LEISURE AND RECREATION DISTRICT ENDED AND RESUMPTION OF THE DOWNTOWN TUPELO LEISURE AND RECREATION DISTRICT **BL**
12. IN THE MATTER OF CHANGE ORDER #1 FOR JACKSON (CLAYTON TO MADISON) **DRB**
13. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR FEBRUARY 8, 2021 AND MARCH 8, 2021 **DRB**
14. IN THE MATTER OF PLANNING COMMITTEE MINUTES **PF**
15. IN THE MATTER OF REVIEW DEVELOPMENT AGREEMENT **PF**
16. IN THE MATTER OF LOT MOWING RESOLUTIONS **PF**
17. IN THE MATTER OF LOT MOWING **PF**
18. IN THE MATTER OF SURPLUSING A PATROL VEHICLE **BA**

- [19.](#) IN THE MATTER OF BID APPROVAL – BULLDOZER – 2021-008PW - **CW**
- [20.](#) IN THE MATTER OF BID APPROVAL – DUMP TRUCK – 2021-009PW - **CW**
- [21.](#) IN THE MATTER OF BID APPROVAL 2021-010PW CAPITAL PAVING - **CW**
- [22.](#) IN THE MATTER OF AWARD OF CONTRACT FOR CAPITAL PAVING **CW**
- [23.](#) IN THE MATTER OF BID APPROVAL – TPD PARKING LOT – 2021-011PW - **CW**
- [24.](#) IN THE MATTER OF AWARD OF CONTRACT FOR TUPELO POLICE DEPARATMENT PARKING LOT **CW**
- [25.](#) IN THE MATTER OF CVB MINS, April 8, 2021, **NM**
- [26.](#) IN THE MATTER OF BID AWARD 2021-007WL **JT**
- [27.](#) IN THE MATTER OF APPROVAL OF CONTRACT WITH T.L. WALLACE CONSTRUCTION, INC. FOR BID 2021-003WL **JT**
- [28.](#) IN THE MATTER OF APPROVAL TO SURPLUS A 2013 FORD F-150 TRUCK **JT**
- [29.](#) IN THE MATTER OF AN EMERGENCY BATTERY PURCHASE FOR EAST TUPELO SUBSTATION **JT**

**(CLOSE REGULAR SESSION)**

**STUDY AGENDA**

- [S1.](#) DETERMINATION THAT HABITAT FOR HUMANITY IS A SOCIAL AND COMMUNITY SERVICE PROGRAM FOR PURPOSES OF MATCHING GRANT **WJ**

**EXECUTIVE SESSION**

**ADJOURNMENT**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Jason L. Shelton, Mayor  
**DATE:** April 20, 2021  
**SUBJECT:** IN THE MATTER OF NATIONAL INFERTILITY AWARENESS WEEK  
PROCLAMATION JS

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**NOTE:**

Proclamation attached.



OFFICE OF THE MAYOR

## NATIONAL INFERTILITY AWARENESS WEEK PROCLAMATION

**WHEREAS**, according to the CDC, 1 in 8 couples have trouble getting pregnant or sustaining a pregnancy; and

**WHEREAS**, the World Health Organization and American Medical Association define infertility as a disease; and

**WHEREAS**, infertility affects women and men equally and does not discriminate based on race, religion, sexual orientation, marital status or socioeconomic level; and

**WHEREAS**, the LGBTQ community also faces challenges when building their families; and

**WHEREAS**, all people challenged in their family building journey should have access to all family building options; and

**WHEREAS**, family building options include adoption and medical treatment, such as in vitro fertilization and third-party reproduction; and

**WHEREAS**, cost and lack of insurance coverage are barriers for many in our city to access the family building option they need; and

**WHEREAS**, raising awareness of infertility and the barriers faced by the family building community is the first step to removing these barriers; and

**WHEREAS**, Tupelo, Mississippi joins RESOLVE: The National Infertility Association, and dedicated volunteers, health care professionals, and members of the infertility and family building community by participating in this promotion;

**NOW, THEREFORE, I, MAYOR JASON L. SHELTON**, do hereby proclaim April 18-24, 2021 as

## NATIONAL INFERTILITY AWARENESS WEEK

in the City of Tupelo, and encourage all citizens to join me in observing the week with educational activities that emphasize the importance of family building in our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Tupelo, Mississippi to be affixed this the 20<sup>th</sup> day of April 2021.



  
Jason L. Shelton, Mayor

ATTEST:

  
Kim Hanna, City Clerk



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Jason L. Shelton, Mayor

**DATE:** April 20, 2021

**SUBJECT:** IN THE MATTER OF 2020 MML EXCELLENCE AWARD RECOGNITION FOR CITY SPIRIT, POPULATION OVER 10,000 “NEW YEAR’S EVE PARTY”. **JS**

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**NOTE:**

New Year’s Eve presented an incredible opportunity for the city of Tupelo to create an unforgettable event. The city hosted a celebration of its sesquicentennial and the 85<sup>th</sup> birthday of Elvis Presley, Tupelo’s favorite son. The huge celebration was held downtown, with live music, children’s activities, fireworks, and the infamous ball drop. The occasion was an overwhelming success for the city and its residents.



# Press Release

Contact: Samantha Wilmoth  
Phone: 601.397.2009

Release: June 26, 2019

## Municipal Excellence Award Winners Honored

**JACKSON, Mississippi, June 26, 2019** - The Mississippi Municipal League (MML) is excited to announce the 2020 Municipal Excellence Awards Winners. Winning municipalities will be recognized during the 2021 Mid-Winter Legislative Conference that will be held January 12 – 14, 2021, at the Hilton Jackson.

The Excellence Awards program, which began in 1993, recognizes cities that utilize innovative problem solving, excellence in management, citizen participation and community partnerships to provide increased services and a better quality of life for its local citizenry. The competition is divided into two population categories: under 10,000 and over 10,000. Within each population category, cities can vie for awards in City Spirit, Planning and Economic Development, Public Safety and Public Works. Judges also select one application as the Best Overall.

The 2020 Excellence Awards winners are as follows:

### **City Spirit, Population Under 10,000**

#### **Town of Carrollton – “Pilgrimage and Pioneer Day Festival”**

The Carrollton Pilgrimage Board and the Carroll Society for the Preservation of Antiquities worked together to host the annual Pilgrimage and Pioneer Day Festival to showcase their historic architecture and talented residents. The town created a walking tour app that covered 26 of the 65 sites on the National Register of Historic Places based on a lesson plan for middle and high school classes. Also, local artists were able to showcase their talents and sell their art on the courthouse lawn. Visitors from all over the country came to enjoy this two-day event.

-more-



# Press Release

## Municipal Excellence Award Winners Honored

### **City Spirit, Population Over 10,000**

#### **City of Tupelo – “New Year’s Eve Party”**

New Year’s Eve presented an incredible opportunity for the city of Tupelo to create an unforgettable event. The city hosted a celebration of its sesquicentennial and the 85<sup>th</sup> birthday of Elvis Presley, Tupelo’s favorite son. The huge celebration was held downtown, with live music, children’s activities, fireworks, and the infamous ball drop. The occasion was an overwhelming success for the city and its residents.

### **Planning and Economic Development, Under 10,000**

#### **Town of Pontotoc – “Tanglefoot Trail Gateway Project”**

Pontotoc city leaders purchased a blighted area along the Tanglefoot Trail and decided to make a gateway to the trail, including a city park. The old cotton warehouses were torn down and replaced with restrooms and parking lots. State Senator Nicky Browning and Representative Mac Huddleston helped secure funding to build a pavilion that serves as the focal point of the park.

### **Planning and Economic Development, Population Over 10,000**

#### **City of Hernando – “Reliable Equipment Brownfield Redevelopment Project”**

The public-private partnership between the City of Hernando, the Mississippi Department of Environmental Quality, the Mississippi Development Authority, and a local dentist wanting to have a positive impact on his community resulted in the transformation of a restaurant and boutique. The city was awarded a Brownfield Community Wide Grant by the EPA. They opted to use this funding to focus on the downtown area to attract more businesses and redevelopment opportunities. The new restaurant, Uncle Bubba’s Barbecue, is now a local hot spot and has created a total of 50 jobs for the city. The second business, Social x Saint, is an upscale shop that offers unique and local pieces which allows residents to shop locally and support small businesses.

### **Public Safety, Population Over 10,000**

#### **City of Gulfport – “Homeless to Housing Hub Gulfport (H2H Gulfport)”**

The Gulfport Police Department formed a partnership with the Salvation Army, Open Doors Homeless Coalition, Goodwill Industries, Feed My Sheep, Mental Health Association of South Mississippi and the Gulf Coast Ecumenical Fellowship, in order to develop a common strategy to address unsheltered homelessness in Gulfport. This partnership has resulted in the housing of 73 people, and it can be expected that this program will reach even more in the coming years.

### **Public Works, Population Over 10,000**

#### **City of Clinton – “Clinton Tank Rehabilitation Project”**

The city of Clinton maintains an excellent potable water system for approximately 25,000 people. When the Old Vicksburg Road water tower required routine maintenance, the junior high students were asked to submit suggestions for the color and logo design. An unconventional color and logo were chosen for the tank. Using high-tech coatings that incorporate school colors and logos, the city has an award-winning





# Press Release

## Municipal Excellence Award Winners Honored

landmark that students can take pride in for years to come.

-more-

### **Best Overall**

#### **City of Gulfport – “Mississippi Aquarium”**

Besides being the second largest city in Mississippi, Gulfport’s economy is profoundly based on tourism, which contributes to 27 percent of the local economy. Beginning in 2014, under Mayor Billy Hewes’ leadership, Gulfport had the vision to create a landmark tourism-based attraction on nine acres, overlooking the Gulf of Mexico. Those efforts developed the Mississippi Aquarium in Historic Downtown Gulfport. The aquarium is a year-round, state of the art, marine-life based source of family entertainment which will open in late 2020. There will be otters and alligators, traveling exhibits, an aviary which will feature native birds, a dolphin exhibit, and much more.

Established in 1931, MML represents 289 city, town and village governments in Mississippi. The mission of the MML is helping cities and towns excel through training, lobbying at the state and federal level, and providing resources and networking opportunities with state, federal and private entities. For more information about the Mississippi Municipal League, visit [www.mmlonline.com](http://www.mmlonline.com).

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## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Pat Falkner, Department of Development Services Director (DJ)  
**DATE** April 14, 2021  
**SUBJECT:** IN THE MATTER OF LOT MOWING

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**Request:**

Request that the attached list of properties be considered for lot mowing at the April 20, 2021 City Council Meeting.

Preliminary Lot Mowing Report for April 20, 2021

Item # 3.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	32829	077F2611100	1403 BRISTOW DR	SHAW RICHARD RUSSELL	1403 W BRISTOW	TUPELO, MS 38801	JLS
2.	32830	077F2601200	1410 BRISTOW DR	IWUEKE CHIKA	1410 W BRISTOW DR	TUPELO, MS 38801	JLS
3.	32842	089K3111700	414 N GREEN ST	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	SB
4.	32843	089K3104100	420 N GREEN ST	SHELLY JAMES L & LINDA J	420 N GREEN ST	TUPELO, MS 38804	SB
5.	32844	089K3104000	421 N GREEN ST	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	SB
6.	32845	089K3104500	430 N GREEN ST	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	SB
7.	32846	089K3103800	431 N GREEN ST UNIT A & B	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	SB
8.	32847	089F3022600	647 N SPRING ST	FARR MILDRED BURNETTE LANGSTON	647 N SPRING	TUPELO, MS 38804	SB
9.	32851	089K3111900	411 N GREEN ST UNIT A-C	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	SB



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Missy Shelton, Council Clerk

**DATE** April 15, 2021

**SUBJECT:** IN THE MATTER OF RATIFICATION OF EXECUTIVE ORDER 21-002 **JS**

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**Request:**

Please review and ratify.

CITY OF TUPELO, MISSISSIPPI  
EXECUTIVE ORDER 21-002

I, Jason L. Shelton, Mayor of the city of Tupelo, Mississippi, pursuant to my authority as the executive officer of the City, hereby issues this executive order pursuant to the terms herein stated:

WHEREAS on March 4, 2021 I issued Executive Order 21-001 requiring that all persons having business inside a City of Tupelo municipal building to wear a face covering; and

WHEREAS free vaccines are now available to all persons in the State of Mississippi aged 18 and older; and

WHEREAS the City of Tupelo has made vaccines available to all City employees and family members at no cost to the employee; and

WHEREAS Mississippi currently has no statewide mask mandate but remains under a State of Emergency due to the ongoing effects of the COVID-19 pandemic.

THEREFORE, pursuant to my executive authority as Mayor of the City of Tupelo, Mississippi, I hereby rescind all previous City of Tupelo Executive Orders pertaining to the COVID-19 pandemic. All persons in the City of Tupelo are encouraged to adhere to the following:

1. Make time to have yourself vaccinated if you are eligible in the State of Mississippi.
2. Continue to wear a face covering before you are fully vaccinated, and when asked to do so by businesses and other members of the public.
3. Continue to be mindful that large social gatherings may still contribute to the spread of COVID-19.
4. Seek the guidance of a licensed physician if you begin to experience symptoms of COVID-19
5. Any statewide mandates pertaining to the COVID-19 pandemic issued by Governor Tate Reeves remain enforceable in the City of Tupelo.
6. The CDC and local health professionals remain the best sources for guidance pertaining to the COVID-19 pandemic.

This the 15<sup>th</sup> day of April 2021.

  
Jason L. Shelton, Mayor

Attest:

  
Kim Hanna, City Clerk and CFO





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Missy Shelton, Council Clerk

**DATE** April 15, 2021

**SUBJECT:** IN THE MATTER OF MINUTES OF APRIL 6, 2021 REGULAR MEETING

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**Request:**

For your review and approval.

# **REGULAR CITY COUNCIL MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**APRIL 06, 2021**

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, April 6, 2021, at 6:00 p.m. with the following in attendance: Council members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, and Willie Jennings; Attorney Ben Logan and Missy Shelton, Clerk of the Council. Councilman Mike Bryan was absent.

Councilwoman Nettie Davis introduced her Pastor, Randy Jones, who then led the invocation. Councilman Willie Jennings led the pledge of allegiance.

Council Vice-President Buddy Palmer called the meeting to order at 6:00 PM.

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

Councilman L Bryan moved, seconded by Councilman Jennings, to confirm the agenda and agenda order. Of those present, the vote was unanimous in favor.

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

#### **IN THE MATTER OF NATIONAL JUNIOR AUXILIARY WEEK PROCLAMATION**

Mayor Jason Shelton presented a proclamation for National Junior Auxiliary Week for April 4-10, 2021.

APPENDIX A

#### **IN THE MATTER OF WEEK OF THE YOUNG CHILD PROCLAMATION**

Mayor Jason Shelton presented a proclamation for 'Week of the Young Child' for April 10-16, 2021. APPENDIX B

### **PUBLIC RECOGNITION**

Councilwoman Davis wished all the Council members good luck in the ongoing elections. She recently attended an MML workshop named 'Leaders in Turbulent Times' at the mid-winter conference and said that Tupelo received high praise for their leadership.

Councilman Beard thanked the City Leadership and employees who contributed toward the benches in honor of Terri Blissard. He also said that he presented a proclamation to Sheila Davis at the Family Resource Center for National Child Abuse Awareness month.

Councilman Lynn Bryan reminded everyone to go vote in the Municipal elections. He thanked the Police Department and all the others that were involved in a recent dog issue and drainage issue.

Councilman Jennings also thanked all those that were involved in the dedication of the benches in memory of Terri Blissard. He said there is still a major litter issue and that it must be handled aggressively.

### **MAYOR'S REMARKS**

Mayor Shelton spoke of Terri Blissard and how much she was valued by both her City Hall family and the City of Tupelo community. Terri lost her battle with COVID-19 on July 25, 2020. COVID-19 still remains a serious issue and asked all to get the vaccine if at all possible. The polls for the municipal election will close at 7:00. He said he is proud and gave thanks to the leadership of the City and the City Council in the construction of a new fire station #2. The groundbreaking will be Thursday, April 8 at 11:00 a.m. at 401 Clayton Avenue. He wished all the candidates involved in the municipal elections good luck.

### **ACTION AGENDA**

#### **IN THE MATTER OF STREET DEDICATION (MOVED FROM STUDY AGENDA ON MAR 16, 2021)**

Councilman Whittington moved, seconded by Councilman L Bryan, to accept the maintenance of a new street, Riverbend Road, located off Endville Road in West Tupelo. This item was moved from the Study Agenda to the Action Agenda at the March 16, 2021, Council meeting. Of those present, the vote was unanimous in favor. APPENDIX C

### **ROUTINE AGENDA**

#### **IN THE MATTER OF MINUTES OF REGULAR CITY COUNCIL MEETING ON MARCH 16, 2021 AND RECESSED MEETING ON MARCH 23, 2021**

Councilman Beard moved, seconded by Councilwoman Davis, to approve the minutes of the Regular Council meeting of March 16, 2021, and the Recessed Council meeting of March 23, 2021. Of those present, the vote was unanimous in favor.

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

Bills were reviewed at 4:30 p.m. by Council members: Markel Whittington, Travis Beard, and Buddy Palmer and Accounts Payable Clerk Traci Dillard. Councilman Whittington moved, seconded by Councilman L Bryan, to approve the payment of the checks, bills, claims and utility adjustments. Of those present, the vote was unanimous in favor. APPENDIX D

#### **IN THE MATTER OF FY 2021 BUDGET AMENDMENT #5**

Councilwoman Davis moved, seconded by Councilman Beard, to approve the FY 2021 budget amendment #5, as presented by CFO Kim Hanna. Of those present, the vote was unanimous in favor. APPENDIX E



**IN THE MATTER OF 2020 CITY OF TUPELO AUDIT**

The Jarrell Group, PLLC, conducted the annual audit of the city's financial condition. No current year deficiencies or material weaknesses in internal control or in the compliance system were reported. Councilman Whittington moved, seconded by Councilman Beard, to accept the City of Tupelo Audit for fiscal year ending September 30, 2020. A copy of the audit report is on file in the City Clerk's office. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF NEW BANK ACCOUNT-STATE BOND BILL**

CFO Kim Hanna made a request to the City Council to approve the opening of a new bank account for the purpose of receiving and expending State Bonds Funds from the MS Department of Finance and Administration for the Bancorp South Expansion and Renovation Project. The account will be opened at Trustmark National Bank and will be titled, "City of Tupelo 2021 State Bond Fund." Councilman Whittington moved, seconded by Councilman Jennings, to approve the new bank account. Of those present, the vote was unanimous.

**IN THE MATTER OF REAPPOINTMENT OF HISTORIC PRESERVATION COMMITTEE MEMBERS**

DDS Director Pat Falkner requested that the City Council confirm the reappointment of Historic Preservation Committee Members, Tish Wright, Helen Bryson and Molly Turner for a term to expire in 2024. Councilman Jennings moved, seconded by Councilwoman Davis, to confirm the reappointment. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF LEAVE DONATION REQUEST**

Councilman Whittington moved, seconded by Councilman L Bryan, to approve the donation of sick time for DDS employee Cora Ward, as allowed by the employee handbook. Of those present, the vote was unanimous in favor.

**IN THE MATTER OF ACCEPTANCE OF DEVELOPMENT AGREEMENT FOR WELLSTONE SUBDIVISION**

DDS Director Pat Falkner requested that a Real Estate Development Agreement for the Wellstone Subdivision be accepted. This is a 70 lot residential subdivision located off Purnell Road. The agreement meets the requirements of the Development Code and will authorize the Development Services Department to issue the permit for construction. Councilwoman Davis moved, seconded by Councilman Beard, to accept the development agreement for Wellstone Subdivision. Of those present, the vote was unanimous in favor. APPENDIX F

**IN THE MATTER OF ACCEPTANCE OF DONATION OF VEHICLE TRANSFER FROM CLINTON PD EOD**

Police Chief Bart Aguirre requested that the Council accept the donation of a 2015 F-250 VIN 1FT7W2B57FEB19517 from the City of Clinton Police Department. This vehicle was purchased with a MS Homeland Security grant and must be used for the purpose of the purchase. The vehicle will be used by the Tupelo Police EOD unit and will furnish another tool for rapid response to EOD situations.

Councilman Whittington moved, seconded by Councilman Beard, to accept the donation. Of those present, the vote was unanimous. APPENDIX G

**ADJOURNMENT**

There being no further business to come before the Council at this time, Councilman L Bryan moved, seconded by Councilman Jennings, to adjourn the meeting at 6:33 p.m. Of those present, the vote was unanimous in favor. This the 6th day of April, 2021.

\_\_\_\_\_  
Mike Bryan, President  
City Council

ATTEST:

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

\_\_\_\_\_  
Jason Shelton, Mayor

\_\_\_\_\_  
Date



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO/City Clerk  
**DATE** April 15, 2021  
**SUBJECT:** IN THE MATTER OF BILL PAY **KH**

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**Request:**

For your review and approval.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Kim Hanna, CFO  
**DATE** April 20, 2021  
**SUBJECT:** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

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### Request:

The 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	\$305	Best of the Best Ads (Mayor & Fire Dept)
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## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Abby Christian, Grant Writer  
**DATE:** April 20, 2021  
**SUBJECT:** IN THE MATTER OF APPROVAL TO SUBMIT 2020 HOT SPOT POLICING APPLICATION AC

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**Request:**

**Agency:** Office of Justice Programs (OJP), Division of Public Safety Planning,

**Grant:** 2020-MU-BX-0053, Edward Byrne Memorial Justice Assistance Grant (JAG)

**City Entity:** Tupelo Police Department, Tupelo City IT

**Match:** 25%; however, a request for match waiver with sufficient justification will be considered. In 2020, a request for a match waiver was granted to the City of Tupelo by the same contracting office/representative.

**Submission Deadline:** 01 May 2021, 5:00 PM ET.

**Total Requested Amount:** Exact figure TBD. Approximately \$20,000.00.

**Overview:** Specifically, these proposed cameras will be provided throughout our community on an as needed basis for high crime areas and other high priority/areas of concern. This will facilitate more digital evidence during investigations and prosecution, and other invaluable information for special projects and awareness.

Overall this is an effective crime reduction and prevention strategy. The program exists to improve social and physical order in selected high crime areas in Mississippi.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Ben Logan, City Attorney

**DATE:** April 15, 2021

**SUBJECT:** IN THE MATTER OF PURCHASE OF TWO TRACTS OF LAND ON ELVIS PRESLEY DRIVE BY CITY OF TUPELO AND ELVIS PRESLEY BIRTHPLACE FROM THE COTTAGES AT THE BIRTHPLACE, LLC, AND ACCEPTANCE OF DONATION OF INTEREST FROM ELVIS PRESLEY FOUNDATION

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**Request:**

The city seeks approval to purchase two tracts of land along with the Elvis Presley Birthplace organization from The Cottages at the Birthplace, LLC. The Birthplace organization will subsequently donate its interest to the city, and acceptance of this donation is also requested.

**ORDER****AN ORDER AUTHORIZING THE PURCHASE OF TWO TRACTS OF LAND ON ELVIS PRESLEY DRIVE BY CITY OF TUPELO AND ELVIS PRESLEY MEMORIAL FOUNDATION FROM THE COTTAGES AT THE BIRTHPLACE, LLC, AND ACCEPTANCE OF DONATION OF INTEREST FROM ELVIS PRESLEY MEMORIAL FOUNDATION**

**WHEREAS**, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to purchase real property on such terms as it may elect that are consistent with statutory authority; and

**WHEREAS**, in compliance with the provision of Miss. Code Anno. Sec. 43-37-3 (1972 as amended) governing acquisition of real property using public funds, the City of Tupelo has negotiated a contract for the purchase of two tracts of real property from The Cottages at the Birthplace, LLC, said tracts located on Elvis Presley Drive, identified as Parcels 088J-33-076-00 and 088J-33-076-01, depicted on Exhibit "A" attached hereto and legally described in Exhibit "B" attached hereto; and

**WHEREAS**, the City of Tupelo desires said property be acquired for the purpose of adding contiguous property to the Elvis Presley Birthplace and preventing development that might be incompatible to the purposes of this memorial park and tourist attraction; and

**WHEREAS**, the City of Tupelo desires to purchase said property and has obtained an appraisal from Short Appraisal Firm, who found the value of the real property to be \$30,000 per tract: and

**WHEREAS**, the Seller will not sell for less than \$35,000 per lot; and

**WHEREAS**, in recognition of the importance of this real property to the Elvis Presley Birthplace complex, the Elvis Presley Memorial Foundation will pay the difference in the appraised price and the asking price and donate their interest to the city after the sale; and

**WHEREAS**, the Mayor and City Clerk are hereby authorized to execute any and all documents to effectuate this purchase; and

**WHEREAS**, the City Council accepts the donation of the Elvis Presley Memorial Foundation's acquired interest in this property, and will be the sole owner of this property.

**NOW THEREFORE**, it is hereby resolved and ordered by the City Council of Tupelo as follows:

1. The prefatory paragraphs of this Resolution are hereby found and determined to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo by securing necessary interests in real property in the best interests of public health, safety and welfare, i.e. insuring compatible use of lands surrounding the Elvis Presley Birthplace complex.
2. The Mayor and City Clerk are hereby authorized to execute the purchase contract and purchase from The Cottages at the Birthplace, LLC, the real property located on Elvis Presley Drive, identified as Parcels 088J-33-076-00 and 088J-33-076-01, depicted on Exhibit "A" attached hereto and legally described in Exhibit "B" attached hereto, for the amount of Thirty-Five Thousand Dollars (\$60,000.00), with the Elvis Presley Memorial Foundation paying the difference in the appraised price and the asking price and donating its interest to the city after the sale.
3. The City Council accepts the donation of the Elvis Presley Memorial Foundation's acquired interest in this property, and will be the sole owner of this property.

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

Councilmember Whittington voted	_____
Councilmember L. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember M. Bryan voted	_____
Councilmember Jennings voted	_____

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

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_  
MIKE BRYAN, Council Presi



ATTEST:

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MISSY SHELTON  
Clerk of the Council

APPROVED:

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JASON L. SHELTON, Mayor

---

DATE

# Lee County, MS

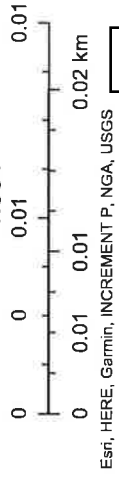


4/16/2021, 10:38:44 AM

Parcels

Imagery2019

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Item # 9.

Esri, HERE, Garmin, INCREMENT P,

# Lee County, MS



4/16/2021, 10:39:56 AM

Parcels

LANDHOOK\_LN

Imagery2019

Item # 9.

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Esri, HERE, Garmin, INCREMENT P,

Prepared by and return to:  
Reed Hillen, Esq.  
Hillen, Wicker & Tapscott, P.A.  
Post Office Drawer 409  
Tupelo, Mississippi 38802  
(662) 842-1721

INDEXING INSTRUCTIONS: Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi.

**WARRANTY DEED**

For and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor herein,

Bill Benson  
CLERK  
**MONA HAMZAH AHMED**  
102 Serenity Court  
Brandon, Mississippi 39042  
Phone: (662) 574-6139

does hereby convey, warrant and deliver to the Grantee,

**THE COTTAGES AT THE BIRTHPLACE, LLC,**  
a Mississippi limited liability company  
1854 Legion Lake Road  
Tupelo, Mississippi 38804  
Phone: (662) 322-7764

all of her right, title and interest in the following described real properties situated in the City of Tupelo, Lee County, Mississippi, together with any and all improvements located thereon, if any, and more particularly described as follows:

**Exhibit**

**TRACT I:** Beginning at the intersection of the North line of the Tupelo and Fulton Public Road as it ran in 1919 with the East line of the East Tupelo – Saltillo Road and run thence North 140 yards; thence South 52 feet, more or less, to the Southwest corner of the tract of land conveyed by J.F. Merchant to Clyde Reese for a POINT OF BEGINNING; thence South 83 feet, more or less, to the North line of the lands conveyed by J.F. Merchant to R.B. and T.L. Seal as shown by deeds recorded in Deed Book 200, Page 473 and Book 222, Page 518; thence East 210 feet; thence North 73 feet, more or less, to the Southeast corner of the Reese lot; thence West 210 feet, more or less, to the POINT OF BEGINNING. Situated in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi. This being the same property as deeded from Mrs. Erlene G. Lemons, *et al* to O.J. Gregory, *et ux* in that certain Quitclaim Deed in Book 910 at Page 813.

**TRACT II:** Commencing at the intersection of the Tupelo and Saltillo Road with the Tupelo and Fulton Pike or Concrete Road, and run North along East side of said Tupelo and Saltillo Road 220 feet for a POINT OF BEGINNING; thence run East 110 feet; thence North 40 feet; thence East 100 feet; thence North 25 feet, thence West 210 feet to the Eastern Boundary of said Tupelo and Saltillo Road; thence South along said road 65 feet to the POINT OF BEGINNING, said lot being in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi;  
**ALSO:** Commencing at the intersection of the Tupelo and Saltillo Road with the Tupelo and Fulton Pike or Concrete Road and run North along said Tupelo and Saltillo Road 70 yards, thence East 110 feet for a POINT OF BEGINNING; thence North 50 feet; thence East 100 feet; thence South 50 feet; thence West 100 feet to the POINT OF BEGINNING, being a lot 50 feet North and South and 100 feet East and West in the Southeast corner of the lot conveyed by W.B. Funderburk to J.F. Merchant as shown by Deed Book 143, Page 306 records of Lee County, Mississippi, all in the Northwest Quarter of Section 33, Township 9, Range 6, City of Tupelo, Lee County, Mississippi. This being the same property deeded from Mrs. Ada Jones, *et al* to O.J. Gregory, *et ux* in that certain Warranty Deed in Book 923 at Page 418.

Ad valorem taxes for the year 2020 are to be prorated between the Grantor and Grantee as of this date and assumed thereafter by the Grantee.

WITNESS THE SIGNATURE of the Grantor, this, the 26<sup>th</sup> day of June, 2020.

  
 \_\_\_\_\_  
 MONA HAMZAH AHMED

STATE OF MISSISSIPPI  
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, **MONA HAMZAH AHMED**, who acknowledged that she executed and delivered the above and foregoing Warranty Deed on the date and for the purposes therein described.

Given under my hand and seal, this, the 26<sup>th</sup> day of June, 2020.

*Misty R. Dickey*  
NOTARY PUBLIC

My Commission Expires:  
4-6-2021



\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: parcel #76

02/15/2021

Borrower : CITY OF TUPELO

Invoice # : parcel #76

Order Date :

Reference/Case # : city of tupelo

PO Number :

ELVIS PRESLEY DRIVE  
TUPELO, MS, 38804

FEE FOR SERVICES RENDERED	\$	425.00
	\$	
		-----
Invoice Total	\$	425.00
State Sales Tax @	\$	0.00
Deposit	(\$	)
Deposit	(\$	)
		-----
Amount Due	\$	425.00

Terms:

Please Make Check Payable To:

SHORT APPRAISAL FIRM  
P.O. DRAWER B  
TUPELO, MS

Fed. I.D. #: 20-0205942

THANK YOU FOR YOUR BUSINESS!

**Exhibit**

"C"

SHORT APPRAISAL FIRM

Item # 9.

city of tupelo  
File No. parcel #76

File Number: parcel #76

In accordance with your request, I have appraised the real property at:

ELVIS PRESLEY DRIVE  
TUPELO, MS, 38804

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as vacant. The property rights appraised are the fee simple interest in the site.

In my opinion, the market value of the property as of February 15, 2021 is:

\$30,000  
Thirty Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

  
ANDY SHORT



SHORT APPRAISAL FIRM

city of tupelo  
File No. parcel #76.01

\*\*\*\*\* INVOICE \*\*\*\*\*

File Number: parcel #76.01

02/15/2021

Borrower : CITY OF TUPELO

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Deposit	(\$	)
		-----
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Terms:

Please Make Check Payable To:

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P.O. DRAWER B  
TUPELO, MS

Fed. I.D. #: 20-0205942

**THANK YOU FOR YOUR BUSINESS!**

SHORT APPRAISAL FIRM

Item # 9.

city of tupelo  
File No. parcel #76.01

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Thirty Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions, final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.

  
ANDY SHORT



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Ben Logan, City Attorney

**DATE** April 15, 2021

**SUBJECT:** IN THE MATTER OF RESOLUTION OF AGREEMENT BETWEEN CITY OF TUPELO AND LEE COUNTY REGIONAL ECONOMIC DEVELOPMENT ALLIANCE REGARDING SHARING OF WATER FLUSHING COSTS

---

**Request:**

This resolution sets forth the agreement between the Lee County Regional Economic Development Alliance and the city regarding sharing of costs for water service flushing at the Hive project.

**RESOLUTION**

**RESOLUTION MEMORIALIZING AGREEMENT BETWEEN CITY OF TUPELO, MISSISSIPPI, AND LEE COUNTY REGIONAL ECONOMIC DEVELOPMENT ALLIANCE**

**WHEREAS**, on June 6, 2017, the City of Tupelo, Mississippi (City) and Lee County, Mississippi established the Lee County Regional Economic Development Alliance (LCREDA) to develop, but not limited to, The Hive, an industrial and technology park located in West Lee County near the City and wholly or partially within the Tupelo Public School District; and; and

**WHEREAS**, the City has constructed infrastructure for water delivery to the site and is currently constructing wastewater facilities for that purpose; and

**WHEREAS**, the Lee County School District is building its Career Technical Education Center at the Hive and expects to require water and wastewater services in late summer 2021; and

**WHEREAS**, the low volume of water usage by the Career and Technical Education Center will require disproportionate expenses for flushing of lines as opposed to the volume of water usage for a more developed and occupied industrial park; and

**WHEREAS**, LCREDA has agreed to pay flushing fees for water until the Hive is more fully developed; and

**WHEREAS**, the Regional Economic Development Alliance agreement authorizes its members and/or the alliance to share the costs of the project by subsequent agreement.

**NOW, THEREFORE, LET IT BE RESOLVED** by the City Council of the City of Tupelo, Mississippi:

LCREDA will pay reasonable and necessary monthly flushing costs for water until such time as the Hive project’s water users consume .4 to .5 MGD and alleviate the need for flushing of the lines.

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

Councilmember Whittington voted	_____
Councilmember L. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember M. Bryan voted	_____
Councilmember Jennings voted	_____

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

**WHEREUPON**, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF TUPELO, MISSISSIPPI

By: \_\_\_\_\_  
MIKE BRYAN  
City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON, Mayor

\_\_\_\_\_  
DATE



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Ben Logan, City Attorney

**DATE:** April 15, 2021

**SUBJECT:** IN THE MATTER OF ORDER DECLARING THE TEMPORARY CITY-WIDE LEISURE AND RECREATION DISTRICT ENDED AND RESUMPTION OF THE DOWNTOWN TUPELO LEISURE AND RECREATION DISTRICT

---

### Request:

In April 2021 the city's leisure and recreation district ordinance was amended to expand the geographical boundaries of the district on a temporary basis to encompass the municipal limits during the COVID-19 pandemic. By operation of that amendment, the temporary, city-wide boundaries ceased upon restrictions being removed on the operations of restaurants by the Governor, and the previous leisure and downtown recreation district was restored. This order announces that status.

**AN ORDER DECLARING THAT THE TEMPORARY CITY-WIDE LEISURE AND RECREATION DISTRICT ESTABLISHED BY ORDINANCE ON APRIL 8, 2020 SHALL CEASE AND REVERT TO THE BOUNDARIES OF THE DOWNTOWN LEISURE AND RECREATION DISTRICT AS ORIGINALLY ADOPTED BY THE CITY OF TUPELO**

**WHEREAS** the City of Tupelo established by ordinance on March 20, 2018 a Leisure and Recreation District to be located in Downtown Tupelo in accordance with Miss. Code Ann. 67-1-101 (1972); and

**WHEREAS** this Leisure and Recreation District (hereinafter “the District”) exists in Article III Chapter 5 of the Code of Ordinances and authorizes restaurants located in the District possessing valid alcoholic beverage permits to allow customers to leave the licensed premises with an open container of alcohol and allow those customers to carry and consume alcoholic beverages while in the designated District; and

**WHEREAS** due to the restrictions placed on restaurants because of the COVID-19 pandemic, the Alcoholic Beverage Commission (“ABC”) temporarily relaxed certain regulations by allowing restaurants that possess alcoholic beverage permits and located in a leisure and recreation district to sell wine and mixed drinks with carryout/curbside/drive-through pickup meals; and

**WHEREAS** because of the harm inflicted by the COVID-19 pandemic on restaurants in the City of Tupelo, the Mayor and City Council adopted a temporary amendment to the Leisure and Recreation District ordinance which expanded the District to encompass the entirety of the city limits of Tupelo and expanded the regular hours of the District to begin every Monday at 10:00 am and to end on Saturday at 11:59 pm; and

**WHEREAS** all restaurants in the City of Tupelo are now allowed to operate at full-capacity and with no restrictions.

**NOW, THEREFOR, BE IT ORDAINED BY THE GOVERNING CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, AS FOLLOWS:**

1. The boundaries of the Temporary City-Wide Leisure and Recreation District established by Code of Ordinances Sec. 5-35 (b) on April 8, 2020 shall now cease.
2. The boundaries of the Downtown Leisure and Recreation District as established by Code of Ordinances Sec. 5-36 on March 20, 2018 shall remain in full force and effect.
3. The Days and Times of the Downtown Leisure and Recreation District shall remain as beginning every Monday at 10:00 am until Saturday at 11:59 pm.

After a full discussion of this matter, Council Member \_\_\_\_\_ moved that the forgoing Order be adopted and said motion was seconded by Council Member \_\_\_\_\_ and the vote thereupon was as follows:

Council Member Whittington \_\_\_\_\_  
 Council Member L. Bryan \_\_\_\_\_  
 Council Member Beard \_\_\_\_\_  
 Council Member Davis \_\_\_\_\_  
 Council Member Palmer \_\_\_\_\_  
 Council Member M. Bryan \_\_\_\_\_  
 Council Member Jennings \_\_\_\_\_

This motion having received the forging vote of the City Council, the President declared the motion carried and the Order adopted on this, the \_\_\_\_ day of April 2021.

CITY OF TUPELO, MISSISSIPPI

\_\_\_\_\_  
 MIKE BRYAN, Council President

ATTEST:

\_\_\_\_\_  
 MISSY SHELTON, Council Clerk

APPROVED

\_\_\_\_\_  
 JASON L. SHELTON, Mayor

\_\_\_\_\_  
 DATE





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Dennis Bonds, City Engineer  
**DATE** April 12, 2021  
**SUBJECT:** IN THE MATTER OF CHANGE ORDER #1 FOR JACKSON (CLAYTON TO MADISON) **DRB**

---

**Request: DRB**

Delete Pay Item #12, add Pay Items #80 and #80 for a net INCREASE of \$6,349.00 to the original contract amount. Bid # 2020-015MT

~~EASON BLVD. HWY 45 TURN LANE~~  
CITY OF TUPELO, MISSISSIPPI

**CHANGE ORDER**

Order No.: 1

Date: March 09, 2021

Agreement Date: July 22, 2020

Project: **JACKSON STREET IMPROVEMENTS CLAYTON - MADISON**

**OWNER: CITY OF TUPELO, MISSISSIPPI**

The following changes are hereby made to the CONTRACT DOCUMENTS:

Pay Item	Original Quantity	Revised Quantity	Unit Price	Total Change
#12 – Relocation of Fire Hydrant	5 Each	4 Each	\$1,770.00	-\$1,770.00
<b>Add the following Pay Items</b>				
#80 – Removal and Replacement of Fire Hydrant	0 Each	1 Each	\$3,355.00	+\$3,355.00
#81 – Basin Modification (Add a Branch)	0 Each	4 Each	\$1,191.00	+\$4,764.00
		Total Deduction		+\$6,349.00

**Justification:**

A fire hydrant that was originally planned to be relocated was damaged and needed to be replaced. Also 4 curb inlets could not be constructed as originally planned due to unforeseen utility conflicts. The inlets had to be modified to avoid the existing gas line and water line. The modifications required the addition of Add a Branch fittings and Caps to the basins which had already been fabricated and delivered to the project for use.

ORIGINAL CONTRACT PRICE \$2,704,861.40

CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER: \$2,704,861.40

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$6,349.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$2,711,210.40

The CONTRACT TIME will be (increased)(decreased) by 0 calendar days.

Approvals required:

Requested by (OWNER): \_\_\_\_\_

Recommended by (ENGINEER): \_\_\_\_\_

Accepted by (CONTRACTOR): \_\_\_\_\_



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Dennis Bonds, City Engineer

**DATE:** April 13, 2021

**SUBJECT:** IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE  
COMMITTEE MINUTES FOR FEBRUARY 8, 2021 AND MARCH 8, 2021  
**DRB**

---

**Request: DRB**

Major Thoroughfare Committee Minutes from February 8, 2021 and March 8, 2021



## Tupelo Major Thoroughfare Program Minutes February 8, 2021

Members present: Chris Hussey, C W Jackson, Stuart Johnson, Ernie Joyner, Charlotte Loden, Jon Milstead, Aletha Mims, Greg Pirkle, Danny Riley, Ted Roach, Drew Robertson, and Wesley Webb

Members not present: Bill Cleveland, Scott Davis, Jamie Osbirn, and Brent Waldrop

Others present: Dennis Bonds, Kim Hanna, Don Lewis, Renee Newton, Johnny Timmons, John White, and Chuck Williams

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the January 11, 2021, Major Thoroughfare Program regular meeting. Wesley Webb made motion to accept minutes. Ernie Joyner seconded the motion. Motion to accept minutes were approved unanimously by Committee.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending January 31, 2021. Beginning cash balance was \$4,992,827. Revenue from Property Tax and Interest Earned was \$777,821. Total Expenditures were \$351,809. Payments included \$8,084 for Personnel Costs; \$35,562 to W Jackson St-Airpark to Coley; and \$308,363 to Jackson St-Clayton to Madison Project. Ending cash balance was \$5,418,839.

Greg Pirkle thank Mrs. Hanna for work on the MTP financial and for a smoothly run Phase VII Election.

Dennis Bonds reviewed updates on the current projects.

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

Contractor is currently working on construction of roadway base, curb and gutter and driveways along this section of roadway. Contractor is working on section from Clayton to Magnolia and plans to start on East side of Gloster laying the storm drain tomorrow (2/9/). Project is approximately 25% complete with approximately 37% of time used. The five pine trees were removed by Public Works. All utilities have been relocated underground and the poles have been removed.

### **W JACKSON ST (AIR PARK TO COLEY)**

Contractor has begun laying drainage pipe and formwork for junction boxes.

Both Jackson Street projects should be finished by end of 2021.



## Tupelo Major Thoroughfare Program Minutes March 8, 2021

Members present: Bill Cleveland, Charlotte Loden, Greg Pirkle, Danny Riley, and Ted Roach

Members not present: Scott Davis, Chris Hussey, C W Jackson, Stuart Johnson, Ernie Joyner, Jon Milstead, Aletha Mims, Drew Robertson, Brent Waldrop, and Wesley Webb

Others present: Dennis Bonds, Kim Hanna, Don Lewis, Renee Newton, Johnny Timmons, and John White

Chairman Pirkle called meeting to order.

Renee Newton took roll.

Approval of February minutes tabled until April meeting due to lack of quorum of Committee Members. Majority of members out due to Spring Break week.

Kim Hanna reviewed the Major Thoroughfare Phase VI Budget Report for the month ending February 28, 2021. Beginning cash balance was \$5,418,839. Revenue from Property Tax and Interest Earned was \$2,717,126. Total Expenditures were \$629,157. Payments included \$8,056 for Personnel Costs; \$312,887 to W Jackson St-Airpark to Coley; and \$308,213 to Jackson St-Clayton to Madison Project. Ending cash balance was \$7,506,808.

Greg Pirkle thank Mrs. Hanna for work on the MTP financial and for a smoothly run Phase VII Election.

Dennis Bonds reviewed updates on the current projects.

### JACKSON STREET (CLAYTON TO MADISON)

Concrete work is app 75% complete from Clayton to Gloster. Segmental block retaining wall is being constructed at NW corner of Magnolia and Jackson. Pedestrian Bridge Footings formed up at Park. Contractor has begun storm drain, widening, and base work from Robins to Madison.

### W JACKSON ST (AIR PARK TO COLEY)

Contractor expects to finish laying drainage pipe by next week, weather permitting. Widening work will begin soon with installation of dirt work and base material.

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

Plans are complete, still a few ROWs to obtain

### INACTIVE PROJECTS (PHASE VI)

N Gloster St - Barnes Crossing to Natchez Trace



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Pat Falkner, Director Development Services  
**DATE** April 14, 2021  
**SUBJECT:** IN THE MATTER OF PLANNING COMMITTEE MINUTES **PF**

---

**Request:** Review/Approve Minutes of April 5 Planning Committee meeting

The Planning Committee approved an application to allow an existing non-conforming business at 2703 South Gloster to be expanded, and denied an application for a variance to allow a business to encroach into a side setback at 103 Rankin Boulevard.

**MINUTES OF THE  
TUPELO PLANNING COMMITTEE  
April 5, 2021**

**CALL TO ORDER**

Chairperson Ms. Leslie Mart called the meeting to order. Ms. Patti Thompson, Mr. Scott Davis, Mr. Gus Hildenbrand, Ms. Pam Hadley, Mr. Lindsay Leake, Mr. Jimmy Swann, Mr. Bill Smith, and Development Services staff members Pat Falkner and Marilyn Vail were present.

Chairperson Mart asked Mr. Gus Hildenbrand to open with a prayer and Mr. Scott Davis to lead the pledge of allegiance.

**REVIEW OF FEBRUARY 1, 2021 MINUTES**

Chairperson Mart asked the group if they had reviewed the minutes of the last meeting. Ms. Thompson made a motion to approve the minutes as written and Mr. Swann seconded. The motion carried and the minutes were approved.

**REPORT ON COUNCIL ACTIONS**

Mr. Falkner reported that the February actions were approved by the City Council at their February 16 meeting.

**NEW BUSINESS**

**FLEX 21-01.** Application by Mr. Rodney Smith for flexible use approval of a change in a non-conforming use. The request is to replace a building and expand vehicle storage area at an existing wrecker service on South Gloster Street.

Mr. Smith, 2703 South Gloster, appeared and stated that he is taking over the property where his father had been operating a wrecker service, and that he planned to use the property as a maintenance and transfer facility for his business which is moving mobile homes. He said that he submitted plans for a new shop building, and would be removing the existing building once the new facility is complete. He also said that he was constructing a new fence to screen the property from the front and sides.

Mr. Leake asked if the towing service would continue to operate. Mr. Smith stated that his father would operate that business but that he personally would only be transporting mobile homes. He also reported that the city had repaired a water leak on the property which would allow him to move the vehicles now in front of the fence out of sight behind it. No wrecked vehicles would be kept outside the fence.

Ms. Mart asked about landscaping. Mr. Smith said that he was not sure what was shown on the plans but that it would be installed based on those plans. There would be some planting in front of the fence once the ground dries out enough.

No one appeared for the public comments section.

Ms. Mart asked if staff had a recommendation. Mr. Falkner answered that, with actions on non-conforming uses, a major element of the decision is the balancing of the benefits from proposed investment in the property with the potential benefits of eventually losing the non-conforming use. In this location, the proposed investments would be an upgrade for an area that has seen little new development. The staff recommendation would be for approval.

Mr. Davis made a motion to approve the application. Mr. Hildenbrand seconded the motion which was passed with all voting in favor.

### **OLD BUSINESS**

**VAR 20-08** Variance application from CLRS, LLC to allow construction of a building addition to within 5 feet of side property line. The application had been tabled in December.

Mr. Gus Hildenbrand made the motion to bring the application off the table. Mr. Swann seconded and the motion passed.

Ms. Amy Thomas, property manager, spoke for the applicant. She said that the business was outgrowing the building and needed to add space to store equipment and supplies. She reported that they had submitted a survey of the property which showed the location of the gas line across it, with the easement.

Committee members discussed the easement and how it might affect the proposed action. Mr. Falkner suggested that the committee call Mr. Mike Tapscott.

Mr. Tapscott, 1014 Belledeer Drive, appeared, stating that he was legally representing the neighbor, Ms. Corinne Keith, and that he had read the language of the easement. He provided a copy of the easement and pointed out to the committee that the easement ran parallel to the north line of the property (adjacent to Ms. Keith's property), beginning five feet from the property line and being ten feet wide. Mr. Tapscott noted that the easement prohibited construction within that ten foot area, which the proposed addition would encroach into. He noted that the easement was included in the sale of the property to CLRS and was still in effect. Mr. Tapscott added that he had contacted Atmos Gas Company, owner of the easement, and received a letter from the company stating that they would not permit construction in the easement.

Ms. Corinne Keith, 105 Rankin, also appeared to state her opposition to the variance, as did Ms. Joyce Logan, 106 Ranking.



Mr. Hildenbrand stated that the easement prohibited the proposed construction and that the variance could not be granted for that reason. Mr. Scott Davis moved to deny the application. The motion was seconded by Mr. Smith and passed unanimously.

Mr. Falkner explained the appeal option to Ms. Thomas, who stated that the company would not appeal the decision.

**OTHER BUSINESS:** Election of officers

Ms. Mart explained that this is the month when the committee officers terms end, and that according to the by-laws, the Vice President moves into the Chair position and the current Secretary becomes Vice President. The secretary position is to be filled by a new person. Mr. Hildenbrand nominated Pam Hadley as Secretary. Mr. Leake seconded the nomination which was approved unanimously.

Mr. Falkner reported that there was one application in the office for May. Ms. Mart set the next work session for April 26 and the regular meeting for May 3.

The meeting was adjourned on a motion by Mrs. Thompson, seconded by Mr. Hildenbrand.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Pat Falkner, Director Development Services  
**DATE** April 14, 2021  
**SUBJECT:** IN THE MATTER OF REVIEW DEVELOPMENT AGREEMENT **PF**

---

**Request:**

Attached is the Development Agreement for the Silos at Kincannon, an 11 lot residential subdivision. The agreement is required before the developer can start work on the site.

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI

REAL ESTATE DEVELOPMENT AGREEMENT

This Real Estate Development Agreement (“Agreement”) is entered this 14 day of April, 2024 (“Effective Date”) by and between the City of Tupelo, Mississippi, (“City”) by and through its governing authorities, and having an address of 71 East Troy Street, Tupelo, Mississippi 38804 and W.L. Sines Investments, LLC (“Developer”) Mississippi business entities.

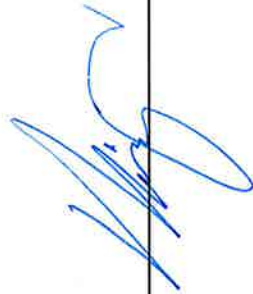
1. Governing Authority. This Development Agreement is governed by the City of Tupelo Development Code, effective November 1, 2013, particularly but not limited to Section 12.10 Subdivision and 12.11 Site Plan Review.
2. Background. Developer has submitted a preliminary plat for approval, and same has been approved by the Department of Development Services and the City of Tupelo Planning Committee. Before commencing construction the developer and owner, if applicable, must enter into a development agreement with and satisfactory to the Mayor and the City Council relative to all required public and private improvements, payment of fees, required securities, certification of insurance and any conditions placed on approval of the preliminary plat.
3. General Conditions of Approval. The City’s approval of the preliminary plat and notice to proceed with construction is conditioned upon the following general conditions:
  - a. *Major site plan tenant permits:* Permits for completion of tenant spaces will not be issued until a certificate of compliance is issued for the site and primary building(s) if applicable, unless otherwise provided in this agreement.
  - b. *Major site plan continuing maintenance of private improvements:* The driveways, private streets, parking areas, traffic aisles, fire lanes, loading areas, exterior lighting, signage, internal crosswalks, curb stops, pedestrian facilities, and such other improvements depicted on the approved site plan, shall be considered as binding elements of the project in the same manner as the proposed buildings, landscaping, and other details. The applicant, his successors, assign, and/or subsequent owners and their agents shall be responsible for the continued maintenance of all such private improvements in accordance with the approved site plan.
  - c. *Major subdivision permits:* Permits for construction on individual lots will not be issued until a certificate of compliance is issued for the subdivision improvements as shown on construction plans and the preliminary plat, the plat has been recorded at the Chancery Clerk’s office, and parcel numbers and E911 addresses have been received by the Department of Development Services, unless otherwise provided in this agreement.
  - d. *Major subdivision continuing maintenance of private improvements:* The applicant, his successors, assign, and/or subsequent owners and their agent shall be responsible for the continued maintenance of all private streets, common areas, stormwater management facilities, and other improvements not expressly dedicated for public use and maintenance.
4. Specific Conditions of Approval: The City’s approval of the preliminary plat and notice to proceed with construction is conditioned upon the following special conditions:

Construction of all street, stormwater, and utility improvements shown in the construction plans as approved by the Department of Development Services.

Completion of sidewalk on lot by lot basis, until a building permit is issued on the eighth lot in the development, at which point the sidewalk is to be completed across the entire site.

5. Duration of Development Agreement. This agreement will become void unless developer commences construction within one year of the effective date or obtains a time extension pursuant to City's Development Code Section 12.10.22.
6. Final Plat Acceptance: Upon the completion of the public improvements as set forth in Section 12.10.26 of the Development Code, the City will give final approval to the plat and accept any dedicated public improvements for city maintenance.
7. Warranty Period. Developer warrants any specified public improvements to be dedicated to and accepted by the City's Certificate of Initial Acceptance for a period of one year against any deficiencies in the improvements and agrees to repair same in accordance with 12.10.27 (3) and (4).
8. Council Approval. This Agreement has been approved by the Tupelo City Council on \_\_\_\_\_, 2021 and spread upon the minutes reflecting of that date.

So agreed this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 .

**DEVELOPER** \_\_\_\_\_  


W.L. Jones Investments, LLC  
 By: William Jones, its  
Owner / Manager

**CITY OF TUPELO, MISSISSIPPI**

By: **Jason L. Shelton, its Mayor** \_\_\_\_\_



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Pat Falkner, Department of Development Services Director (DJ)  
**DATE** April 14, 2021  
**SUBJECT:** IN THE MATTER OF LOT MOWING RESOLUTIONS

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**Request:**

Request that the attached list of resolutions from the 2020 Lot Mowing Season be accepted at the April 20, 2021 City Council Meeting.

	A	B	C
1	<b>Street Seq</b>	<b>Parcel ID</b>	<b>Case Number</b>
2	1016 CHICKASAW TRL	113J0703700	<a href="#">32486</a>
3	105 ELVIS PRESLEY DR	088J3301400	<a href="#">30570</a>
4	1100 CHAPMAN DR	077M3605701	<a href="#">32140</a>
5	120 LAWNDALE DR	077R3612400	<a href="#">30845</a>
6	120 LAWNDALE DR	077R3612400	<a href="#">32421</a>
7	1208 EUGENE ST	077D2515700	<a href="#">32240</a>
8	121 HIGHLAND DR S	077Q3608400	<a href="#">32103</a>
9	1226 BOGGAN DR	077R3608200	<a href="#">30659</a>
10	123 INDUSTRIAL RD S	089N3100601	<a href="#">30318</a>
11	123 INDUSTRIAL RD S	089N3100601	<a href="#">30587</a>
12	1243 HANKINS ST	088N3310200	<a href="#">32082</a>
13	1300 LEONARD DR	077G2518700	<a href="#">30889</a>
14	1304 LUMPKIN AVE	077C2507400	<a href="#">30894</a>
15	1400 CENTRAL AVE	077Q3608100	<a href="#">30488</a>
16	1502 REED ST	077Q3612400	<a href="#">30434</a>
17	1502 REED ST	077Q3612400	<a href="#">32108</a>
18	1507 MAIN ST W	077Q3616500	<a href="#">32105</a>
19	151 CANAL ST	088N3305700	<a href="#">32068</a>
20	151 CANAL ST	088N3304700	<a href="#">30437</a>
21	1523 REED ST	077Q3611300	<a href="#">30446</a>
22	1524 CENTRAL AVE	077Q3615400	<a href="#">30407</a>
23	1524 CENTRAL	077Q3615300	<a href="#">30454</a>
24	1528 REED ST	077Q3611700	<a href="#">30458</a>
25	1528 REED ST	077Q3611700	<a href="#">32114</a>
26	1841 JACKSON ST W UNIT A & B	077K3500140	<a href="#">30962</a>
27	1843 JACKSON ST W UNIT A & B	077K3500141	<a href="#">30956</a>
28	1845 JACKSON ST W UNIT A & B	077K3500142	<a href="#">30955</a>
29	202 ENOCH AVE	077Q3621900	<a href="#">30364</a>
30	204 BARNES ST E	089F3031600	<a href="#">30702</a>
31	207 LAKEVIEW DR	077P3507100	<a href="#">30606</a>
32	210 MONUMENT DR	077Q3629900	<a href="#">30425</a>
33	2180 CRABAPPLE DR	077K3521100	<a href="#">30465</a>
34	222 BARNES ST W	089F3030600	<a href="#">30884</a>
35	2310 LAFAYETTE ST	101B0207600	<a href="#">30797</a>
36	2411 DANNY ST	077P3500600	<a href="#">30892</a>
37	2500 HAMPTON AVE	101A0213500	<a href="#">30766</a>
38	2500 HAMPTON AVE	101A0213500	<a href="#">32321</a>
39	2615 MAIN ST W	077N3502508	<a href="#">30502</a>
40	3009 SOUTHERN HEIGHTS RD	106S1403401	<a href="#">30438</a>
41	3064 MOORE AVE	105D1503500	<a href="#">30393</a>
42	335 CANAL ST	088N3304700	<a href="#">30437</a>
43	339 CANAL ST	088N3304401	<a href="#">32085</a>
44	3575 LANSDOWNE DR	075R2205600	<a href="#">32260</a>
45	401 RUTLAND	088P3306600	<a href="#">30815</a>
46	414 LAKEVIEW DR	101B0213200	<a href="#">30389</a>

	A	B	C
47	414 LAKEVIEW DR	101B0213200	<a href="#">30788</a>
48	418 LAKEVIEW DR	101B0213000	<a href="#">30787</a>
49	502 AUGUSTA ST	077P3508500	<a href="#">30366</a>
50	502 AUGUSTA ST	077P3508500	<a href="#">30792</a>
51	517 BARNES ST W	089F3005000	<a href="#">30828</a>
52	519 CHURCH ST N	089F3012400	<a href="#">30648</a>
53	527 BARNES ST W	089F3005400	<a href="#">30909</a>
54	528 BARNES ST W	089F3002700	<a href="#">30910</a>
55	528 WALKER ST	089F3005900	<a href="#">30484</a>
56	591 SPRING ST N	089F3021000	<a href="#">30625</a>
57	600 SPRING ST N	089F3021800	<a href="#">30414</a>
58	608 SPRING ST N	089F3021900	<a href="#">30880</a>
59	638 CHURCH ST N	089F3008400	<a href="#">30640</a>
60	705 HILL-N-DALE DR	112A0413900	<a href="#">30499</a>
61	709 LAR-ELI-DO DR	077F2617900	<a href="#">30421</a>
62	709 LAR-ELI-DO DR	077F2617900	<a href="#">30999</a>
63	905 ALLEN ST	089J3121200	<a href="#">32038</a>
64	912 TYLER DR	101D0113000	<a href="#">30380</a>
65	ELVIS PRESLEY DR	088J3301500	<a href="#">30568</a>
66	ELVIS PRESLEY DR	088J3307601	<a href="#">30571</a>
67	ELVIS PRESLEY DR	088J3307600	<a href="#">30573</a>
68	GRACE LN	075G1509400	<a href="#">32329</a>
69	GRACE LN	075G1509500	<a href="#">32333</a>
70	GRACE LN	075G1509300	<a href="#">32335</a>
71	MCWILLIAMS ST	089F3023500	<a href="#">30883</a>

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32486

TUPELO RENTAL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) 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: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 113J0703700  
Address of Violation: 1016 CHICKASAW TRL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 20, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30570

AHMED MONA HAMZAH  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to AHMED MONA HAMZAH (Owner of the property described herein below) 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: AHMED MONA HAMZAH  
Address of Owner: 102 SERENITY CT, BRANDON, MS 39042,  
Parcel Number: 088J3301400  
Address of Violation: 105 ELVIS PRESLEY DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 21, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32140

DAVIDSON STEPHANIE  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DAVIDSON STEPHANIE (Owner of the property described herein below) 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: DAVIDSON STEPHANIE  
Address of Owner: 4360 SOUTHERN AVE SE, WASHINGTON, DC 20019,  
Parcel Number: 077M3605701  
Address of Violation: 1100 CHAPMAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on September 15, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30845

BRATTON JIMMIE & LUCILLE S  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to BRATTON JIMMIE & LUCILLE S (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: BRATTON JIMMIE & LUCILLE S  
Address of Owner: 3995 NORTH GLOSTER, SALTILLO, MS 38866,  
Parcel Number: 077R3612400  
Address of Violation: 120 LAWNSDALE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 8, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32421

BRATTON JIMMIE & LUCILLE S  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to BRATTON JIMMIE & LUCILLE S (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: BRATTON JIMMIE & LUCILLE S  
Address of Owner: 3995 NORTH GLOSTER, SALTILLO, MS 38866,  
Parcel Number: 077R3612400  
Address of Violation: 120 LAWNDAL DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 6, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32240

LIEBLING LUCILLE M ESTATE  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to LIEBLING LUCILLE M ESTATE (Owner of the property described herein below) 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: LIEBLING LUCILLE M ESTATE  
Address of Owner: 6111 HWY 50 E, STEENS, MS 39766,  
Parcel Number: 077D2515700  
Address of Violation: 1208 EUGENE ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 15, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32103

TUPELO RENTAL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) 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: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 077Q3608400  
Address of Violation: 121 S HIGHLAND DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30659

CHUNN COREY  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to CHUNN COREY (Owner of the property described herein below) 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: CHUNN COREY  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 077R3608200  
Address of Violation: 1226 BOGGAN DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30318

FUENTES JESUS O  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to FUENTES JESUS O (Owner of the property described herein below) 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: FUENTES JESUS O  
Address of Owner: 123 INDUSTRIAL S, TUPELO, MS 38801,  
Parcel Number: 089N3100601  
Address of Violation: 123 S INDUSTRIAL RD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **May 19, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30587

FUENTES JESUS O  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to FUENTES JESUS O (Owner of the property described herein below) 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: FUENTES JESUS O  
Address of Owner: 123 INDUSTRIAL S, TUPELO, MS 38801,  
Parcel Number: 089N3100601  
Address of Violation: 123 S INDUSTRIAL RD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32082

MOORE RICHARD G & JENNIFER  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to MOORE RICHARD G & JENNIFER (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: MOORE RICHARD G & JENNIFER  
Address of Owner: 709 SHILOH RD, MANTACHIE, MS 38855,  
Parcel Number: 088N3310200  
Address of Violation: 1243 HANKINS ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30889

BERRY LESLEY ADAMS  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to BERRY LESLEY ADAMS (Owner of the property described herein below) 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: BERRY LESLEY ADAMS  
Address of Owner: 712 GEORGE AVE, TUPELO, MS 38801,  
Parcel Number: 077G2518700  
Address of Violation: 1300 LEONARD DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30894

DAVID BROWN LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DAVID BROWN LLC (Owner of the property described herein below) 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: DAVID BROWN LLC  
Address of Owner: 19483 E TUFTS CIR, CENNTENAIL, CO 80015,  
Parcel Number: 077C2507400  
Address of Violation: 1304 LUMPKIN AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30488

BOYD DENNIS W  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to BOYD DENNIS W (Owner of the property described herein below) 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: BOYD DENNIS W  
Address of Owner: 1389 ORLEANS PL, TUPELO, MS 38801,  
Parcel Number: 077Q3608100  
Address of Violation: 1400 CENTRAL AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30434

SWINEA JAMES (LUCILLE)  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to SWINEA JAMES (LUCILLE) (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: SWINEA JAMES (LUCILLE)  
Address of Owner: 421 RD 830, PLANTERSVILLE, MS 38862,  
Parcel Number: 077Q3612400  
Address of Violation: 1502 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32108

SWINEA JAMES (LUCILLE)  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to SWINEA JAMES (LUCILLE) (Owner of the property described herein below) 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: SWINEA JAMES (LUCILLE)  
Address of Owner: 421 RD 830, PLANTERSVILLE, MS 38862,  
Parcel Number: 077Q3612400  
Address of Violation: 1502 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32105

BELLAMARE DEVELOPMENT LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to BELLAMARE DEVELOPMENT LLC (Owner of the property described herein below) 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: BELLAMARE DEVELOPMENT LLC  
Address of Owner: 28 EASTBROOKE CIRCLE, MADISON, MS 39110,  
Parcel Number: 077Q3616500  
Address of Violation: 1507 W MAIN ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32068

WENSLEY COLLEEN M  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WENSLEY COLLEEN M (Owner of the property described herein below) 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: WENSLEY COLLEEN M  
Address of Owner: POST OFFICE BOX 6474, CONCORD, CA 94524-1474,  
Parcel Number: 088N3305700  
Address of Violation: 151 CANAL ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30446

RENICK DAVID M  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to RENICK DAVID M (Owner of the property described herein below) 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: RENICK DAVID M  
Address of Owner: 2000 BALLARDSVILLE RD, FULTON, MS 38843,  
Parcel Number: 077Q3611300  
Address of Violation: 1523 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30407

MARTIN MATTHEW & AUSTIN  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to MARTIN MATTHEW & AUSTIN (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: MARTIN MATTHEW & AUSTIN  
Address of Owner: 6731 CABIN CREEK DR, COLORADO SPRINGS, CO 80923,  
Parcel Number: 077Q3615400  
Address of Violation: 1524 CENTRAL AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30454

WEA INVESTMENTS LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WEA INVESTMENTS LLC (Owner of the property described herein below) 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: WEA INVESTMENTS LLC  
Address of Owner: POST OFFICE BOX 87, RED BANKS, MS 38661,  
Parcel Number: 077Q3615300  
Address of Violation: 1527 CENTRAL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30458

ROBINSON JOHN  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to ROBINSON JOHN (Owner of the property described herein below) 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: ROBINSON JOHN  
Address of Owner: 1528 REED ST, TUPELO, MS 38801,  
Parcel Number: 077Q3611700  
Address of Violation: 1528 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32114

ROBINSON JOHN  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to ROBINSON JOHN (Owner of the property described herein below) 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: ROBINSON JOHN  
Address of Owner: 1528 REED ST, TUPELO, MS 38801,  
Parcel Number: 077Q3611700  
Address of Violation: 1528 REED ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30962

WD PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WD PROPERTIES LLC (Owner of the property described herein below) 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: WD PROPERTIES LLC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 077K3500140  
Address of Violation: 1841 W JACKSON ST UNIT A & B

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30956

WD PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WD PROPERTIES LLC (Owner of the property described herein below) 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: WD PROPERTIES LLC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 077K3500141  
Address of Violation: 1843 W JACKSON ST UNIT A & B

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30955

WD PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WD PROPERTIES LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: WD PROPERTIES LLC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 077K3500142  
Address of Violation: 1845 W JACKSON ST UNIT A & B

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30364

HILARIO OSCAR  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to HILARIO OSCAR (Owner of the property described herein below) 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: HILARIO OSCAR  
Address of Owner: 168 MOUNTAIN LEADER TRAIL, SALTILLO, MS 38866,  
Parcel Number: 077Q3621900  
Address of Violation: 202 ENOCH AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30702

HARGROVE SKYLAR ESTATE  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to HARGROVE SKYLAR ESTATE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: HARGROVE SKYLAR ESTATE  
Address of Owner: 5560 PAGE BLVD, ST LOUIS, MO 63112,  
Parcel Number: 089F3031600  
Address of Violation: 204 E BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30606

TUPELO RENTAL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) 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: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 077P3507100  
Address of Violation: 207 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30425

PHILLIPS KIRK  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to PHILLIPS KIRK (Owner of the property described herein below) 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: PHILLIPS KIRK  
Address of Owner: 293 COTTON GIN LANE, SALTILLO, MS 38866,  
Parcel Number: 077Q3629900  
Address of Violation: 210 MONUMENT DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30465

HOLMES JAMES ROBERT III  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to HOLMES JAMES ROBERT III (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: HOLMES JAMES ROBERT III  
Address of Owner: 2180 CRABAPPLE DRIVE, TUPELO, MS 38801,  
Parcel Number: 077K3521100  
Address of Violation: 2180 CRABAPPLE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30884

MOSBY TERESA R  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to MOSBY TERESA R (Owner of the property described herein below) 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: MOSBY TERESA R  
Address of Owner: 303 E JACKSON ST, TUPELO, MS 38804,  
Parcel Number: 089F3030600  
Address of Violation: 222 W BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30797

HEMLOCK HILL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to HEMLOCK HILL PROPERTIES LLC (Owner of the property described herein below) 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: HEMLOCK HILL PROPERTIES LLC  
Address of Owner: PO BOX 1772, BURLESON, TX 76097,  
Parcel Number: 101B0207600  
Address of Violation: 2310 LAFAYETTE ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30892

TTLBL LLC

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TTLBL LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: TTLBL LLC
- Address of Owner: 4747 EXECUTIVE DR STE 510, SAN DIEGO, CA 92121,
- Parcel Number: 077P3500600
- Address of Violation: 2411 DANNY ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30766

TUPELO RENTAL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) 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: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 101A0213500  
Address of Violation: 2500 HAMPTON AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32321

TUPELO RENTAL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) 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: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 101A0213500  
Address of Violation: 2500 HAMPTON AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on October 6, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30502

BARKERS VILLAGE INC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to BARKERS VILLAGE INC (Owner of the property described herein below) 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: BARKERS VILLAGE INC  
Address of Owner: PO BOX 52427, ATLANTA, GA 30355,  
Parcel Number: 077N3502508  
Address of Violation: 2615 W MAIN ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30438

TRUSTMARK NATIONAL BANK OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TRUSTMARK NATIONAL BANK (Owner of the property described herein below) 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: TRUSTMARK NATIONAL BANK
Address of Owner: THE DAY CENTER, 201 COUNTRY PLACE PARKWAY, SUITE B,
Parcel Number: 106S1403401
Address of Violation: 3009 SOUTHERN HEIGHTS RD

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 7, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: MIKE BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30393

RICHARDSON MEGAN  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to RICHARDSON MEGAN (Owner of the property described herein below) 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: RICHARDSON MEGAN  
Address of Owner: P O BOX 87, RED BANKS, MS 38661,  
Parcel Number: 105D1503500  
Address of Violation: 3064 MOORE AVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021\*, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30437

FAULKNER LLOYD  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to FAULKNER LLOYD (Owner of the property described herein below) 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: FAULKNER LLOYD  
Address of Owner: P O BOX 100, HOUSTON, MS 38851,  
Parcel Number: 088N3304700  
Address of Violation: 335 CANAL ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020** following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32085

WHITE ROBERT & SUE  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WHITE ROBERT & SUE (Owner of the property described herein below) 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: WHITE ROBERT & SUE  
Address of Owner: 339 SOUTH CANAL ST, TUPELO, MS 38804,  
Parcel Number: 088N3304401  
Address of Violation: 339 CANAL ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32260

TUPELO RENTAL PROPERTIES LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TUPELO RENTAL PROPERTIES LLC (Owner of the property described herein below) 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: TUPELO RENTAL PROPERTIES LLC  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 075R2205600  
Address of Violation: 3575 LANSDOWNE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 15, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30815

CHUNN COREY  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to CHUNN COREY (Owner of the property described herein below) 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: CHUNN COREY  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 088P3306600  
Address of Violation: 401 RUTLAND

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30389

TTLBL LLC

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TTLBL LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: TTLBL LLC
- Address of Owner: 4747 EXECUTIVE DR STE 510, SAN DIEGO, CA 92121,
- Parcel Number: 101B0213200
- Address of Violation: 414 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30788

TTLBL LLC

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to TTLBL LLC (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: TTLBL LLC
Address of Owner: 4747 EXECUTIVE DR STE 510, SAN DIEGO, CA 92121,
Parcel Number: 101B0213200
Address of Violation: 414 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 4, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: MIKE BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30787

NEWSOME FELICIA & COURTNEY  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to NEWSOME FELICIA & COURTNEY (Owner of the property described herein below) 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: NEWSOME FELICIA & COURTNEY  
Address of Owner: 418 LAKEVIEW ST, TUPELO, MS 38801-4605,  
Parcel Number: 101B0213000  
Address of Violation: 418 LAKEVIEW DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30366

WEST RUBLE LADON & MARIE  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WEST RUBLE LADON & MARIE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: WEST RUBLE LADON & MARIE  
Address of Owner: 502 AUGUSTA, TUPELO, MS 38801,  
Parcel Number: 077P3508500  
Address of Violation: 502 AUGUSTA ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021\*, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30792

WEST RUBLE LADON & MARIE  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to WEST RUBLE LADON & MARIE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: WEST RUBLE LADON & MARIE  
Address of Owner: 502 AUGUSTA, TUPELO, MS 38801,  
Parcel Number: 077P3508500  
Address of Violation: 502 AUGUSTA ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 4, 2020** following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30828

ROBINSON ANGELA  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to ROBINSON ANGELA (Owner of the property described herein below) 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: ROBINSON ANGELA  
Address of Owner: 146 12TH STREET, RICHMOND, CA 94801,  
Parcel Number: 089F3005000  
Address of Violation: 517 W BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on August 18, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30648

GREEN PARISH AND STANLEY  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to GREEN PARISH AND STANLEY (Owner of the property described herein below) 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: GREEN PARISH AND STANLEY  
Address of Owner: 764 ROSEGATE DR, GASTONIA, NC 28056,  
Parcel Number: 089F3012400  
Address of Violation: 519 N CHURCH ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30909

STONE BARBARA ANN (DECEASED)  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to STONE BARBARA ANN (DECEASED) (Owner of the property described herein below) 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: STONE BARBARA ANN (DECEASED)  
Address of Owner: 527 BARNES STREET, TUPELO, MS 38804,  
Parcel Number: 089F3005400  
Address of Violation: 527 W BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30910

SPENCER WILLIAM ESTATE  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to SPENCER WILLIAM ESTATE (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: SPENCER WILLIAM ESTATE  
Address of Owner: 3870 INNSBROOK DR, MEMPHIS, TN 38115,  
Parcel Number: 089F3002700  
Address of Violation: 528 W BARNES ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30484

JEFFERSON SAM & ROSIE  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to JEFFERSON SAM & ROSIE (Owner of the property described herein below) 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: JEFFERSON SAM & ROSIE  
Address of Owner: 7601 SOUTH EAST END, CHICAGO, IL 60649,  
Parcel Number: 089F3005900  
Address of Violation: 528 WALKER ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 7, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30625

CANNON MARK  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to CANNON MARK (Owner of the property described herein below) 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: CANNON MARK  
Address of Owner: C/O ROSIE DOUGLAS, 901 MERCER ST,  
Parcel Number: 089F3021000  
Address of Violation: 591 N SPRING ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 21, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30414

SHANNON JOHN T SR  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to SHANNON JOHN T SR (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: SHANNON JOHN T SR  
Address of Owner: 411 E MARTIN LUTHER KING DR, UNION CITY, TN 38261,  
Parcel Number: 089F3021800  
Address of Violation: 600 N SPRING ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30880

INA GROUP LLC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to INA GROUP LLC (Owner of the property described herein below) 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: INA GROUP LLC  
Address of Owner: 6333 APPLES WAY STE 115, LINCOLN, NE 68516,  
Parcel Number: 089F3021900  
Address of Violation: 608 N SPRING ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30640

JOHNSON ANTOINETTA  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to JOHNSON ANTOINETTA (Owner of the property described herein below) 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: JOHNSON ANTOINETTA  
Address of Owner: 376 ROAD 1, TUPELO, MS 38804,  
Parcel Number: 089F3008400  
Address of Violation: 638 N CHURCH ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30499

CHUNN COREY  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to CHUNN COREY (Owner of the property described herein below) 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: CHUNN COREY  
Address of Owner: 2555 WENDOVER DR, BELDEN, MS 38826,  
Parcel Number: 112A0413900  
Address of Violation: 705 HILL-N-DALE DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30421

PAYNE THOMAS JR  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to PAYNE THOMAS JR (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: PAYNE THOMAS JR  
Address of Owner: 113 WAYSIDE, TUPELO, MS 38804,  
Parcel Number: 077F2617900  
Address of Violation: 709 LAR-ELI-DO DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30999

PAYNE THOMAS JR  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to PAYNE THOMAS JR (Owner of the property described herein below) 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: PAYNE THOMAS JR  
Address of Owner: 113 WAYSIDE, TUPELO, MS 38804,  
Parcel Number: 077F2617900  
Address of Violation: 709 LAR-ELI-DO DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **September 1, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32038

SCOTT SANDRA J OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to SCOTT SANDRA J (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: SCOTT SANDRA J
Address of Owner: 386 ROAD 1600, BELDEN, MS 38826,
Parcel Number: 089J3121200
Address of Violation: 905 ALLEN ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on September 1, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: MIKE BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30380

GRAY PEGGY J  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to GRAY PEGGY J (Owner of the property described herein below) 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: GRAY PEGGY J  
Address of Owner: 1021 NOBLE ST SUITE 212, ANNISTON, AL 36201,  
Parcel Number: 101D0113000  
Address of Violation: 912 TYLER DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **June 16, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30568

AHMED MONA HAMZAH  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to AHMED MONA HAMZAH (Owner of the property described herein below) 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: AHMED MONA HAMZAH  
Address of Owner: 102 SERENITY CT, BRANDON, MS 39042,  
Parcel Number: 088J3301500  
Address of Violation: ELVIS PRESLEY DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30571

AHMED MONA HAMZAH  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to AHMED MONA HAMZAH (Owner of the property described herein below) 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: AHMED MONA HAMZAH  
Address of Owner: 102 SERENITY CT, BRANDON, MS 39042,  
Parcel Number: 088J3307601  
Address of Violation: ELVIS PRESLEY DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 21, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30573

AHMED MONA HAMZAH OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to AHMED MONA HAMZAH (Owner of the property described herein below) 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: AHMED MONA HAMZAH
Address of Owner: 102 SERENITY CT, BRANDON, MS 39042,
Parcel Number: 088J3307600
Address of Violation: ELVIS PRESLEY DR

2. The hearing was held before the Mayor and City Council of the City of Tupelo on July 21, 2020, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 April 20, 2021, adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: MIKE BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

JASON L. SHELTON., Mayor

Date



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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32329

THE SOUTHERN GROUP OF MS INC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to THE SOUTHERN GROUP OF MS INC (Owner of the property described herein below) 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: THE SOUTHERN GROUP OF MS INC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 075G1509400  
Address of Violation: GRACE LN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 6, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32333

THE SOUTHERN GROUP OF MS INC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to THE SOUTHERN GROUP OF MS INC (Owner of the property described herein below) 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: THE SOUTHERN GROUP OF MS INC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 075G1509500  
Address of Violation: GRACE LN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 6, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32335

THE SOUTHERN GROUP OF MS INC  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to THE SOUTHERN GROUP OF MS INC (Owner of the property described herein below) 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: THE SOUTHERN GROUP OF MS INC  
Address of Owner: P O BOX 3171, TUPELO, MS 38803,  
Parcel Number: 075G1509300  
Address of Violation: GRACE LN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **October 6, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 30883

ST JAMES MASONIC LODGE #81  
OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to ST JAMES MASONIC LODGE #81 (Owner of the property described herein below) to determine whether or not said real property was in such a state of uncleanliness 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: ST JAMES MASONIC LODGE #81

Address of Owner: P O BOX 8, TUPELO, MS 38802,

Parcel Number: 089F3023500

Address of Violation: MCWILLIAMS ST

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **August 18, 2020**, following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972) as amended, City of Tupelo may charge Owner with the actual cost of mowing and lot cleaning, 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 **April 20, 2021**, adjudicated the actual cost of mowing to be **\$300.00**. The City of Tupelo, by and through its council, also imposed the statutory penalty of **\$500.00**, for a total assessment against the property of **\$800.00**. 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.

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann. § 11-51-75.

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 \_\_\_\_\_, 2021.

THE CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_  
MIKE BRYAN, City Council President

ATTEST:

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

APPROVED:

\_\_\_\_\_  
JASON L. SHELTON., Mayor

\_\_\_\_\_  
Date



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Pat Falkner, Department of Development Services Director (DJ)  
**DATE** April 14, 2021  
**SUBJECT:** IN THE MATTER OF LOT MOWING

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**Request:**

Request that the attached list of properties be considered for lot mowing at the April 20, 2021 City Council Meeting.

Preliminary Lot Mowing Report for April 20, 2021

Item # 17.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	32829	077F2611100	1403 BRISTOW DR	SHAW RICHARD RUSSELL	1403 W BRISTOW	TUPELO, MS 38801	JLS
2.	32830	077F2601200	1410 BRISTOW DR	IWUEKE CHIKA	1410 W BRISTOW DR	TUPELO, MS 38801	JLS
3.	32842	089K3111700	414 N GREEN ST	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	SB
4.	32843	089K3104100	420 N GREEN ST	SHELLY JAMES L & LINDA J	420 N GREEN ST	TUPELO, MS 38804	SB
5.	32844	089K3104000	421 N GREEN ST	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	SB
6.	32845	089K3104500	430 N GREEN ST	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	SB
7.	32846	089K3103800	431 N GREEN ST UNIT A & B	GREEN STREET LLC	P O BOX 1386	RAYMOND, MS 39154	SB
8.	32847	089F3022600	647 N SPRING ST	FARR MILDRED BURNETTE LANGSTON	647 N SPRING	TUPELO, MS 38804	SB
9.	32851	089K3111900	411 N GREEN ST UNIT A-C	KEMA SABE INC	PO BOX 691	TUPELO, MS 38802	SB



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Bart Aguirre, Chief  
**DATE:** April 12, 2021  
**SUBJECT:** IN THE MATTER OF SURPLUSING A PATROL VEHICLE **BA**

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### **Request:**

Please accept this letter of request to surplus a 2009 Ford Crown Victory Police Vehicle, VIN#2FAHP71V89X121400 asset #14611, for transfer to the Tupelo Airport Authority. The Airport Authority has requested a vehicle for their daily patrols of their property. This vehicle has approximately 200,000 plus miles and is no longer being used by the Tupelo Police Department.



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, Director – Public Works  
**DATE** 04/09/2021  
**SUBJECT:** IN THE MATTER OF BID APPROVAL – BULLDOZER – 2021-008PW - CW

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**Request:**

Request for Bid Approval to purchase a 2021 John Deere 650K Bulldozer Bid 2021-008PW

Two bidders responded –

Stribling Equipment \$150,000  
Thompson Machinery \$150,800

We recommend that the bid be awarded to lowest and best bid - Stribling Equipment



# City of Tupelo

## Bulldozer Bid



Lot Start Date / Time Mar 31, 2021 11:00 AM US/Central  
 Lot End Date / Time Mar 31, 2021 11:36 AM US/Central  
 Lot Duration 00:36 [hh:mm]

### Item Name Bulldozer Unit (per specs)

Company	Bid Amount	Bidding Date / Time
Stribling Equipment Co. LLC.	\$ 150,000.00 USD	Mar 31, 2021 11:31:14 AM US/Central
Thompson Machinery	\$ 150,800.00 USD	Mar 31, 2021 11:29:42 AM US/Central
Stribling Equipment Co. LLC.	\$ 151,000.00 USD	Mar 31, 2021 11:21:09 AM US/Central
Stribling Equipment Co. LLC.	\$ 152,000.00 USD	Mar 31, 2021 11:21:02 AM US/Central
Stribling Equipment Co. LLC.	\$ 153,000.00 USD	Mar 31, 2021 11:20:54 AM US/Central
Stribling Equipment Co. LLC.	\$ 154,000.00 USD	Mar 31, 2021 11:20:41 AM US/Central
Stribling Equipment Co. LLC.	\$ 155,000.00 USD	Mar 31, 2021 11:17:27 AM US/Central
Stribling Equipment Co. LLC.	\$ 156,000.00 USD	Mar 31, 2021 11:15:43 AM US/Central
Stribling Equipment Co. LLC.	\$ 157,000.00 USD	Mar 31, 2021 11:15:32 AM US/Central
Stribling Equipment Co. LLC.	\$ 158,000.00 USD	Mar 31, 2021 11:15:22 AM US/Central
Stribling Equipment Co. LLC.	\$ 159,000.00 USD	Mar 31, 2021 11:13:19 AM US/Central
Stribling Equipment Co. LLC.	\$ 161,000.00 USD	Mar 31, 2021 11:13:10 AM US/Central
Stribling Equipment Co. LLC.	\$ 162,000.00 USD	Mar 31, 2021 11:13:04 AM US/Central
Stribling Equipment Co. LLC.	\$ 163,000.00 USD	Mar 31, 2021 11:11:06 AM US/Central
Stribling Equipment Co. LLC.	\$ 164,000.00 USD	Mar 31, 2021 11:06:14 AM US/Central
Stribling Equipment Co. LLC.	\$ 165,612.93 USD	Mar 31, 2021 11:04:20 AM US/Central
Thompson Machinery	\$ 151,666.22 USD	Mar 31, 2021 11:02:34 AM US/Central

### Item Name Bulldozer Delivery Time - In Days Only

Company	Bid Amount	Bidding Date / Time
Stribling Equipment Co. LLC.	60 Days	Mar 31, 2021 11:28:07 AM US/Central
Stribling Equipment Co. LLC.	3 Days	Mar 31, 2021 11:04:20 AM US/Central
Thompson Machinery	30 Days	Mar 31, 2021 11:02:34 AM US/Central



## **Bulldozer Reverse Auction Bid # 2021-008PW**

### **UN-PRICED PROPOSAL & REVERSE AUCTION INSTRUCTIONS**

- 1.) View and Download Complete Bid Package from [www.tupelomsbids.com](http://www.tupelomsbids.com). (Vendors must register for a free account and log-in to download bid documents.
- 2.) Fill out the "Bulldozer- Specification Response Form" and the Vendor Agreement that can be found in the bid package.
- 3.) Once you have filled out the specification response form and the Vendor Agreement, you may upload them through [www.tupelomsbids.com](http://www.tupelomsbids.com), along with your unpriced proposal, and any brochures or other information that you would like to be considered for review. **Responses should be submitted no later than 2:00 p.m. on Thursday, March 25, 2021.**

Un-Priced Specification Response submissions and other submitted documents will be evaluated, and vendors meeting the required specifications will be invited to participate in the Electronic Reverse Auction process on **Wednesday, March 31, 2021 at 11:00 a.m.**

#### **IF APPROVED FOR PARTICIPATION IN REVERSE AUCTION**

If your company is approved to participate in the reverse auction process, you will be emailed detailed instructions regarding the reverse auction process. Pricing will only be accepted through the reverse auction process from vendors that are approved to participate in the reverse auction. Paper bids will not be considered.

For any questions regarding the reverse auction process, un-priced proposal submissions or website/bid document access, please contact Cory Dewett with PH Bidding at 662-407-0193.

**Unpriced Proposals & Response Forms Due:** March 25, 2021 at 2:00 p.m.

**Reverse Auction Date:** March 31, 2021 at 11:00 a.m.



## Reverse Auction Event Platform 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 15.**

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

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804

### TERMS OF USE

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

Instructions for completing this document can be found after the signatory page, located on Page 8. 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. 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.

8 – 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.

9 – 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 information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

10 – Supplier agrees that he has no right to transfer this one-time use license.

11 – 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.

12 – 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.

13 – 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.

14 – 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.

15 – 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 30 calendar days of payment by the Buyer to the winning vendor for equipment, materials or other items. 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 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.

16 – 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.

17 – 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.

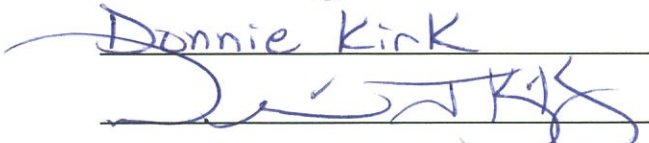
18 – PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group’s alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction 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.

19 – 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 perjury, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company or Individual represented: Stribling Eq. Co. LLC

Authorized Signatory (Printed Name): Donnie Kirk

Signature: 

Title of Authorized Signatory: Territory Sales Manager

Date: 3/4/21

**Billing Information:**

Billing Contact Name: Donnie Kirk

Email Address: donnie.kirk@strublingequipment.com

Physical Address: 2454 McCullough BLVD

City: Belden

State: MS

Cell Phone: 731-394-1532

Landline: 662-844-3212

Witnessed (Printed Name): KERRI HUGHES

Witnessed (Signed): 

Return this Agreement, with all pages initialed in the space provided at the bottom right corner along 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 email the completed, signed and initialed pages to [cory@phbidding.com](mailto:cory@phbidding.com). For questions regarding this agreement, the reverse auction process, or the bid item(s), you may contact PH Bidding at 662.407.0193.



**ADVERTISEMENT FOR PROPOSALS**

Notice is hereby given that the City of Tupelo will receive un-priced technical proposals to prequalify vendors for:

**Bulldozer**  
**Bid # 2021-0000**

Deadline for receipt of un-priced technical proposals is March 25, 2021 at 2:00 PM, local time. Responses should be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com)

Pursuant to MS Code 31-7-13 and House Bill 1109, this Equipment 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 March 25, 2021** 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 March 31, 2021 at 11:00 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserved 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.

Traci Dillard  
Purchasing Agent

**Publishing Dates: March 2, 2021 & March 9, 2021**

<p><b>CITY OF TUPELO, MS</b>  <b>BULLDOZER BID EVENT</b>  <b>BID SPECIFICATIONS AND CONDITIONS</b></p>	
<p><b>Specification Response Form</b></p>	

**TERMS AND CONDITIONS**

**INTENT:**

This specification shall describe a bulldozer to be used in a municipal setting.

**ABOUT THIS DOCUMENT:**

This document, titled a Specification Response Form, is the form by which vendors shall respond to this bid opportunity. Vendors may be required to include other documents, including warranty or other information in order to be considered responsive.

**GENERAL TERMS:**

All equipment furnished under this contract shall be unused. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the body trade in design, quality of material and workmanship. Assemblies, sub-assemblies and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to applicable ANSI Safety Standards. Chassis and bid manufacturers shall have a minimum of five years' experience to insure the unit will conform to the best practice known to the trade in design, quality of material and workmanship. One or more units shall be purchased via this bid.

**BID QUOTATION:**

Bidders shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied.

**DELIVERY:**

Delivery shall be FOB to the Purchasing Entity with vendor assuming all liabilities for the transport of the unit to the destination:

City of Tupelo  
**Public Works**

**QUANTITY:**

Quantity determined by unit. Quantities may vary. The Purchasing Entity reserve the right to alter quantities and purchase more or less of any one item or all items.

**UNIT AND MODEL EQUIVALENT:**

Where model numbers are used, they are used for the sole purpose of illustrating the design and functionality of the unit. In no way is a model name or manufacturer used or meant to indicate a preference for one manufacturer over another.

**SUBMISSION OF SPECIFICATION RESPONSE FORMS:**

Vendors shall complete this form and submit their bid electronically to [www.jacksoncoplans.com](http://www.jacksoncoplans.com). For questions regarding the upload process, you may contact Cory Dewett at 662-407-0193 or via email to [cory@phbidding.com](mailto:cory@phbidding.com) on or before the Specification Response due date and time below.

**BID PROCESS:**

This bid event is being conducted by reverse auction, which is a bid process during which vendors compete for the Purchasing Entity's business in real time. A timer is set for an initial period of 30 minutes, during which vendors may place bids and receive feedback in the form of a rank (rank will be displayed in brackets adjacent to the vendor's input pricing per line item, as well as a total rank for the group of items together. In our format, a second-place rank would appear as such: [2]. Vendors may reduce their price as many times as they choose to do so. Within the final three minutes of the bid timer, any bid placed shall trigger an extension of an additional three minutes.

Vendors will be required to acknowledge that they are familiar with the PH Bidding bid platform at the end of this Specification Response Form.

**PH BIDDING GROUP CONTACT:** Vendors who have questions or comments regarding this specification may direct them to:  
**Cory Dewett**  
 662-407-0193  
[cory@phbidding.com](mailto:cory@phbidding.com)

**PERFORMANCE DATES:**  
 Advertise: March 2, 2021  
 Advertise: March 9, 2021  
**Specification Responses Due:** March 25, 2021 2:00 PM Local Time  
**Reverse Auction Date:** March 31, 2021 11:00 AM Local Time

SPECIFICATIONS Please acknowledge in the boxes to the right where required. Any Variance should be listed in the box to the right.	Acknowledge		Variance (If Any)
	Yes	No	
<b>Bid Line Items:</b>			
Line Item 1 – Purchase Price for one (1) Bulldozer Unit as Specified	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Line Item 2 – Delivery Time (In Days Only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	90 +/-
<b>1.0 ENGINE</b>	<b>YES</b>	<b>NO</b>	
100 hp Minimum Turbo Charged Diesel or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lockable Engine Enclosure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fuel Shut Off Valve Shall be Included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>2.0 POWER TRAIN &amp; CHASSIS</b>	<b>YES</b>	<b>NO</b>	
Drive system shall be hydrostatic designed to permit unrestricted changes in speed and direction under full Engine RPM and Load	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steering and Transmission shall be controlled with a joystick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit shall have a foot decelerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>3.0 HYDRAULIC SYSTEM</b>	<b>YES</b>	<b>NO</b>	
Pump output shall be at least 18GPM@2150 or suitable for the individual machine	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All hoses shall be of an o-ring seal design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Blade control shall have a single lever with control for lift, tilt, and angle function	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.0 TRACKS &amp; UNDERCARRIAGE</b>	<b>YES</b>	<b>NO</b>	
Undercarriage shall have a minimum of six (6) track rollers per side	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rollers and idlers shall be lifetime lubricated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LGP Tracks shall be required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>5.0 OPERATOR STATION</b>	<b>YES</b>	<b>NO</b>	
Unit shall be complete with enclosed cab – ROPS/FOPS approved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cab shall lock with a key	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit shall have fresh air intake, heat, air conditioning, windshield wipers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adjustable seat for operator height and weight and lumbar adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Display gauges, AM/FM/Bluetooth Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit shall be pre-wired for CB	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

6.0 BASIC INFORMATION	YES	NO	
Unit weight of approximate 20,000 pounds or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum 13" ground clearance or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Blade width of 115" or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Six-way blade required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.0 WARRANTY	YES	NO	
Minimum 12 month warranty from date of delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum 3 year power train and hydraulics warranty required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.0 PAINT	YES	NO	
Paint shall be applied with the highest industry standards. Color shall be manufacturer's typical color for this specific equipment piece.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vendor shall provide a duplicatable daily inspection checklist sheet for operator use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.0 UNIT INFORMATION	YES	NO	
<b>In the boxes to the right, state the following:</b>			
Bulldozer Manufacturer	Deere		
Bulldozer Model	650K		
Bulldozer Year Model	2021		
Operating Weight	23,000 LBS		
Engine Manufacturer	Deere		
Engine Model	PWS 4045		
Engine Horsepower	104		
Average Fuel Consumption/Hour	2.6 GPH		
Maintenance Agreement Interval Schedule	500		
Maintenance Cost per Interval	VARIES PER INTERVAL		
10.0 Specification Response Form Complete Document Checklist	YES	NO	
<i>(Include all below documents in order for your Specification Response Form to be considered)</i>			
Equipment Brochure Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Written Warranty Information Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PH Bidding Supplier Agreement Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Company Name:	Stribling Eq. Co. LLC		
Representative:	Donnie Kirk	Phone:	731-422-2546
Billing Address:	P.O. Box 6038	Cell:	731-394-1532
City/Zip:	Jackson, MS 39288	Email:	donnie.kirk@

Striblingequipment.com

# Selling Equipment

Quote Id: 23793151

Customer: CITY OF TUPELO PUBLIC WORKS

## JOHN DEERE 650K CRAWLER DOZER

**Hours:**
**Stock Number:**

Code	Description	Qty
02J0T	650K CRAWLER DOZER	1

### Standard Options - Per Unit

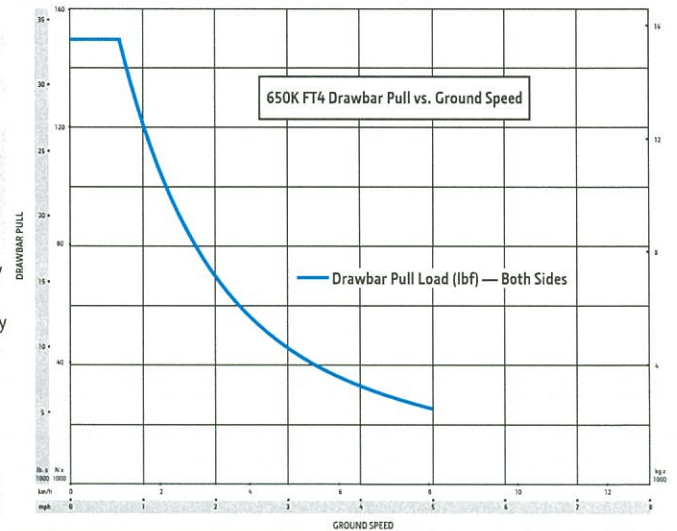
170C	JDLink Ultimate 5 Year Subscription	1
0940	John Deere PowerTech PWS 4045 Diesel Engine	1
1075	Gauge Low Ground Pressure (LGP) Track Frame	1
2605	English Operator Manual	1
4570	24 in. Moderate Service Shoes & 7 Bottom Rollers	1
4825	Chain Guides	1
5085	Cab with Roof Mounted Air Conditioner/Heater	1
5885	Air Suspension Comfort Control High Back Fabric Seat	1
7065	115 in. Blade with All Hydraulic Heavy Duty C-Frame	1
7725	3 Function Hydraulic Control Valve	1
9168	Deluxe LED Work Lights	1
9350	Retrieval Hitch with Pin for XLT or LGP Track	1
9400	Hydraulic Track Adjuster Yoke Relief Valve	1
9501	Premium Radio with Bluetooth	1

### Service Agreements

John Deere Extended Warranty - 12 Months Full Machine / 36 Month or 3000 Hour Powertrain + Hydraulic

## 650K

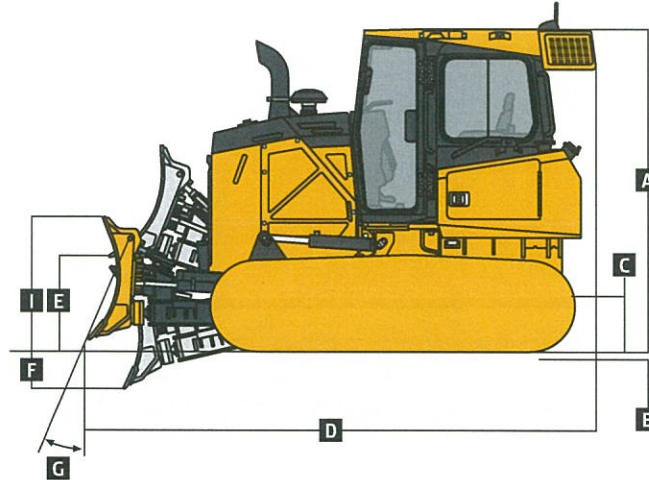
<b>Engine</b>	650K XLT / 650K LGP
<b>Blade Type</b>	<i>Power-Angle-Tilt (PAT)</i>
Manufacturer and Model	John Deere PowerTech™ PWS 4045
Non-Road Emission Standard	EPA Final Tier 4/EU Stage IV
Displacement	4.5L (276 cu. in.)
SAE Net Rated Power	78 kW (104 hp) at 2,200 rpm
Net Peak Torque	475 Nm (350 ft.-lb.) at 1,400 rpm
Aspiration	Turbocharged with charge-air cooler
Air Cleaner	Dual-stage dry tube with tangential unloader
<b>Cooling</b>	
Type	Variable-speed suction fan with optional reversing feature
Engine Coolant Rating	-37 deg. C. (-34 deg. F)
Engine Radiator	10 fins per in.
<b>Powertrain</b>	
<b>Transmission</b>	Automatic, dual-path, hydrostatic (HST) drive; load-sensing feature automatically adjusts speed and power to match changing load conditions; each individually controlled track is powered by a variable-displacement piston pump and variable-displacement motor combination; ground-speed selection buttons on single-lever steering and direction control; independently selectable reverse speed ratios of 100%, 115%, or 130% of forward ground speed; decelerator pedal controls ground speed to stop
System Relief Pressure	42 692 kPa (6,192 psi)
<b>Travel Speeds</b>	
Forward and Reverse	8.0 km/h (5.0 mph)
Maximum (optional)	9.7 km/h (6.0 mph)
<b>Steering</b>	Single-lever steering, direction control, and counter-rotation; full power turns and infinitely variable track speeds provide unlimited maneuverability and optimum control; HST steering eliminates steering clutches and brakes
<b>Final Drives</b>	Triple-reduction final drives mounted independently of track frames and dozer push frames for isolation from shock loads
Total Ratio	52.13 to 1
<b>Drawbar Pull</b>	
Maximum	148 kN (33,600 lb.)
At 1.9 km/h (1.2 mph)	108 kN (24,200 lb.)
At 3.2 km/h (2.0 mph)	69 kN (15,600 lb.)
<b>Brakes</b>	
Service	HST (dynamic) braking stops the machine when the direction/steering control lever is moved to neutral or the decelerator is depressed to the detent
Parking	Exclusive spring-applied, hydraulically released park-brake feature engages wet, multiple-disc brakes automatically whenever the engine stops, the operator depresses the decelerator pedal to the brake position, the unit is in neutral for 3 seconds (with detected motion), or the park-lock lever is in the park position; machine cannot be driven with brake applied, minimizing wearout or need for adjustment
<b>Hydraulics</b>	
Type	Open-center hydraulic system with fixed-displacement gear pump
Pump Displacement	36.4 cc
System Relief Pressure	20 684 kPa (3,000 psi)
Maximum Flow at Unloaded High Idle	80 L/m (21 gpm)
Control	3-function direct-acting T-bar joystick with push-button angle function





Electrical		650K XLT / 650K LGP
Blade Type		PAT
Voltage		24 volts
Capacity		
Battery		950 CCA
Reserve		190 min.
Alternator Rating		
Cab		100 amp
Canopy		100 amp
Lights		Grille mounted (2), rear mounted (2), and rear reflectors (2)
Undercarriage		650K XLT
Tracks		John Deere DuraTrax™ features large deep-heat-treated components; pins and bushings are sealed for life; rollers and idlers are permanently sealed and lubricated; full-length track-frame covers reduce material buildup and ease cleaning
Track Gauge		1550 mm (61 in.)
Grouser Width		457 mm (18 in.)
Chain		Sealed and lubricated
Shoes, Each Side		40
Track Rollers, Each Side		7
Track Length on Ground		2349 mm (92 in.)
Ground Contact Area		21 479 cm <sup>2</sup> (3,329 sq. in.)
Ground Pressure		44.1 kPa (6.4 psi)
Track Pitch		171 mm (6.7 in.)
Operator Station		650K XLT / 650K LGP
ROPS (ISO 3471 – 2008) and FOPS (ISO 3449 – 2005)		
Serviceability		
Refill Capacities		
Fuel Tank With Lockable Cap		202 L (53.45 gal.)
Diesel Exhaust Fluid (DEF) Tank		11.8 L (3.1 gal.)
Cooling System With Recovery Tank		21.1 L (5.6 gal.)
Engine Oil With Filter		19 L (20 qt.)
Hydraulic/HST Oil (common reservoir) With Filters		100 L (26.42 gal.)
Final Drive (per tractor)		17 L (4.6 gal.)
Operating Weights		650K XLT
Base Weight (with standard equipment, rollover protective structure [ROPS], full fuel tank, and 79-kg [175 lb.] operator)		9691 kg (21,320 lb.)
Optional Components		650K LGP
Cab With Pressurizer and Heater/Air Conditioner		306 kg (675 lb.)
ROPS Canopy		
Heater		39 kg (85 lb.)
Front and Door Screens		81 kg (179 lb.)
Rear Screen		34 kg (76 lb.)
Side Screens		43 kg (94 lb.)
Limb Risers (ROPS canopy and cab)		104 kg (229 lb.)
Counterweight		
Front		109 kg (240 lb.)
Rear		150 kg (330 lb.)
Retrieval Hitch		23 kg (50 lb.)
Drawbar, Extended Rigid		33 kg (72 lb.)
Winch		652 kg (1,437 lb.)
Fairlead, 4 Roller		85 kg (187 lb.)
Center Chain Guides		41 kg (90 lb.)
Full-Length Rock Guards		98 kg (216 lb.)
Maximum Life Undercarriage		182 kg (400 lb.)
Track Shoes		
457 mm (18 in.)	In base	—
510 mm (20 in.)	83 kg (183 lb.)	–344 kg (–760 lb.)
610 mm (24 in.)	—	–172 kg (–380 lb.)
710 mm (28 in.)	—	In base

Machine Dimensions	650K XLT / 650K LGP
<b>Blade Type</b>	<b>Power-Angle-Tilt (PAT)</b>
A Overall Height to Roof	2762 mm (9 ft. 1.25 in.)
B Tread Depth With Single-Bar Grouser	49 mm (1.9 in.)
C Ground Clearance in Dirt	341 mm (13.5 in.)
D Overall Length	4255 mm (168 in.) (14 ft. 0 in.)
E Blade Lift Height	818 mm (32.2 in.)
F Blade Digging Depth	500 mm (19.7 in.)
G Blade Cutting-Edge Angle, Adjustable	52 to 60 deg.



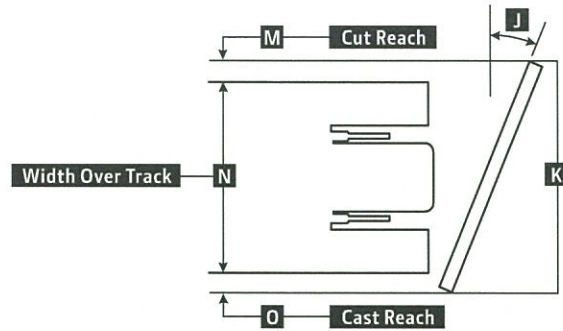
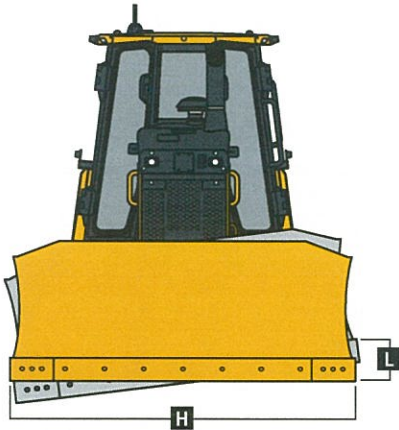
650K XLT / 650K LGP WITH POWER-ANGLE-TILT (PAT) BLADE

Machine Dimensions (continued)	650K XLT	650K LGP
<b>Straight</b>		
H Blade Width	2667 mm (105 in.) (8 ft. 9 in.)	2921 mm (115 in.) (9 ft. 7 in.)
I Blade Height	1067 mm (3 ft. 6 in.)	955 mm (3 ft. 2 in.)
SAE Capacity	2.2 m <sup>3</sup> (2.9 cu. yd.)	2.0 m <sup>3</sup> (2.6 cu. yd.)
Weight	603 kg (1,330 lb.)	628 kg (1,385 lb.)
C-Frame Assembly Weight (without blade)	399 kg (879 lb.)	399 kg (879 lb.)
J Blade Angle	22.2 deg.	22.2 deg.
K Overall Width With Blade Angled	2469 mm (8 ft. 1 in.)	2705 mm (8 ft. 11 in.)
L Blade Tilt (uses tilt jack)	363 mm (14.3 in.)	399 mm (15.7 in.)
M Cut Reach	117 mm (4.6 in.)	5 mm (0.2 in.)
N Width Over Track	2007 mm (6 ft. 7 in.)	2464 mm (8 ft. 1 in.)
O Cast Reach	345 mm (13.6 in.)	236 mm (9.3 in.)
<b>Straight (option)</b>		
H Blade Width	2921 mm (115 in.) (9 ft. 7 in.)	3150 mm (124 in.) (10 ft. 4 in.)
I Blade Height	955 mm (3 ft. 2 in.)	894 mm (35 in.)
SAE Capacity	2.0 m <sup>3</sup> (2.6 cu. yd.)	1.9 m <sup>3</sup> (2.5 cu. yd.)
Weight	628 kg (1,385 lb.)	631 kg (1,391 lb.)
C-Frame Assembly Weight (without blade)	399 kg (879 lb.)	399 kg (879 lb.)
J Blade Angle	22.2 deg.	22.2 deg.
K Overall Width With Blade Angled	2705 mm (8 ft. 11 in.)	2916 mm (9 ft. 7 in.)
L Blade Tilt (uses tilt jack)	399 mm (15.7 in.)	429 mm (16.9 in.)
M Cut Reach	234 mm (9.2 in.)	112 mm (4.4 in.)
N Width Over Track	2007 mm (6 ft. 7 in.)	2464 mm (8 ft. 1 in.)
O Cast Reach	465 mm (18.3 in.)	340 mm (13.4 in.)



**Machine Dimensions (continued)**

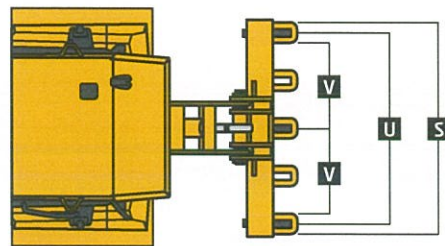
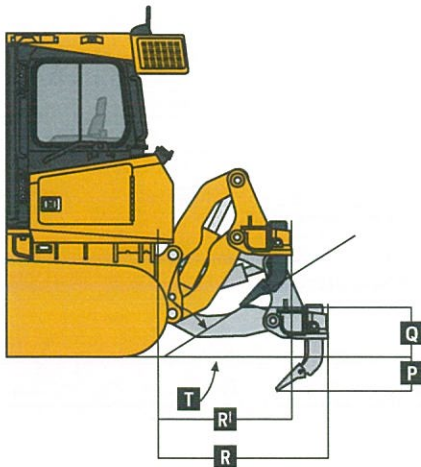
	650K XLT	650K LGP
<b>Blade Type</b>	<b>PAT</b>	<b>PAT</b>
<b>Straight (option)</b>		
H Blade Width	3150 mm (124 in.) (10 ft. 4 in.)	3251 mm (128 in.) (10 ft. 8 in.)
I Blade Height	894 mm (35 in.)	955 mm (3 ft. 2 in.)
SAE Capacity	1.9 m <sup>3</sup> (2.5 cu. yd.)	2.2 m <sup>3</sup> (2.9 cu. yd.)
Weight	631 kg (1,391 lb.)	694 kg (1,530 lb.)
C-Frame Assembly Weight (without blade)	399 kg (879 lb.)	399 kg (879 lb.)
J Blade Angle	22.2 deg.	22.2 deg.
K Overall Width With Blade Angled	2916 mm (9 ft. 7 in.)	3010 mm (9 ft. 11 in.)
L Blade Tilt (uses tilt jack)	429 mm (16.9 in.)	445 mm (17.5 in.)
M Cut Reach	340 mm (13.4 in.)	157 mm (6.2 in.)
N Width Over Track	2007 mm (6 ft. 7 in.)	2464 mm (8 ft. 1 in.)
O Cast Reach	569 mm (22.4 in.)	569 mm (22.4 in.)



**Rear Ripper**

**650K XLT / 650K LGP**

Multi-shank parallelogram ripper with 5 pockets and 3 shanks		
Weight	981 kg (2,163 lb.)	
P Maximum Penetration	508 mm (20 in.)	
Q Maximum Clearance Under Tip	508 mm (20 in.)	
R Overall Length, Lowered Position	1450 mm (57 in.) (4 ft. 9 in.)	
R <sup>l</sup> Overall Length, Raised Position	1015 mm (40 in.) (3 ft. 4 in.)	
S Overall Beam Width	1830 mm (6 ft. 0 in.)	
T Slope Angle (full raise)	40 deg.	
U Ripping Width	1670 mm (5 ft. 6 in.)	
V Distance Between Shanks	806 mm (32 in.)	



# Additional equipment

Key: ● Standard ▲ Optional or special

\*See your John Deere dealer for further information.

450K	550K	650K	Engine
●	●	●	Meets EPA Final Tier 4/EU Stage IV emissions
●	●	●	Electronic control with automatic engine protection
●	●	●	Dual safety element dry-type air cleaner, evacuator valve
●	●	●	Exhaust filter, under hood, with vertical stack
●	●	●	Engine glow-plug starting system
●	●	●	Programmable auto engine shutdown
●	●	●	Automatic turbo cool-down timer
●	●	●	Wet-sleeve cylinder liners
●	●	●	Remote-mounted fuel filters with automatic electronic priming
▲	▲	▲	Engine coolant heater, 110 volts
▲	▲	▲	Engine coolant heater, fuel fired
▲	▲	▲	Chrome exhaust
▲	▲	▲	Rotary ejector engine air pre-cleaner
▲	▲	▲	Fluid-sample valves
▲	▲	▲	Quick-service ports
▲	▲	▲	Severe-duty 400-mL (13.5 oz.) fuel filter and water separator with heating element
<b>Cooling</b>			
●	●		Blower-type, direct-drive cooling fan
		●	Variable-speed suction fan with optional reversing feature
		▲	Automatic, programmable reversing-fan-drive fan
●	●	●	Enclosed safety fan guard (conforms to SAE J1308 and ISO3457)
●	▲	▲	Perforated engine side shields
●	●	●	Heavy-duty perforated grille
●	●	●	Heavy-duty, trash-resistant radiator and high-ambient cooling package
▲	▲	▲	Extreme-duty perforated grille with light guard
<b>Powertrain</b>			
●	●	●	Remote diagnostic test ports
●	●	●	Automatic cold-weather transmission warmup system
●	●	●	Automatic transmission derating for exceeded system temperatures
▲	●	●	Environmental service drains
●	●	●	2,000-hour vertical spin-on transmission filter
<b>Hydraulic System</b>			
●	●	●	3-function hydraulics
●	●	●	2,000-hour vertical spin-on hydraulic filter

450K	550K	650K	Hydraulic System (continued)
▲	▲	▲	4-function hydraulics with rear plumbing
▲	▲	▲	Drive-through hydraulic pump for use with winch
▲	▲	▲	Grade-control-ready electro-hydraulics (EH)
<b>Mainframe, Access Panels</b>			
●	●	●	Front tow loop, bolt-on
●	●	●	Reinforced engine and mid-frame bottom guards
●	●	●	Integral transmission guard
●	●	●	Vandal protection: Engine access door / Side tank access doors / Fuel tank / Instrument panel / Transmission reservoir / Hydraulic reservoir
<b>Attachments</b>			
▲	▲	▲	Counterweight, front, 109 kg (240 lb.)
▲	▲	▲	Counterweight, rear, 150 kg (330 lb.)
▲	▲	▲	Retrieval hitch with pin
▲	▲	▲	Extended rigid drawbar with pin for pull-type implements
▲	▲	▲	Drawbar, extended for winch (with or without fairlead)
▲	▲	▲	Ripper, parallelogram with 5 shank pockets and 3 teeth
▲	▲	▲	Winch, John Deere, power in/free spool out OR power out
▲	▲	▲	4-roller fairlead for winch
▲	▲	▲	Root-rake blade attachment
▲	▲	▲	Rear-mounted toolbox
▲	▲	▲	Trimble-ready interface package
▲	▲	▲	Topcon-ready interface package
▲	▲	▲	Leica-ready interface package
<b>Undercarriage</b>			
●	●	●	Full-length, smooth-surface track frame covers
●	●	●	Chain guides, front and rear
●	●	●	Maximum Life Undercarriage System
▲	▲	▲	Extended life undercarriage (SC-2™ bushings)
▲	▲	▲	Heavy-duty sealed and lubricated undercarriage
▲	▲	▲	Full-length rock guards
<b>STD LGP 450K Shoes</b>			
●			406-mm (16 in.) moderate service
●			610-mm (24 in.) moderate service
<b>STD LGP 550K Shoes</b>			
●	▲		457-mm (18 in.) moderate service
●			610-mm (24 in.) moderate service

XLT	LGP	650K Shoes
●	▲	457-mm (18 in.) moderate service
▲	▲	510-mm (20 in.) moderate service with clipped corners
	▲	610-mm (24 in.) moderate service
	●	710-mm (28 in.) moderate service with clipped corners
<b>Canopy Cab Operator's Station / Electrical</b>		
●	●	Retractable seat belts, 76 mm (3 in.) (conform to SAE J386)
●	●	Accessories: Convex wide-angle interior rearview mirror / Thigh cushions (2) / Cup holders (2)
●	●	Power port (cab includes two power ports)
●	●	Lockable dash-mounted storage compartment
	●	Air conditioner, 24,000 Btu
	●	Tinted glass
	●	Dome light
	●	Heater (roof mount)
	●	Wipers (intermittent plus 2 speeds) and washers – front window, left and right doors
	▲	Rear wiper and washer
●		Air-ride vinyl seat
	●	Air-ride fabric seat
▲	▲	Deluxe heated and leather-bolstered air-ride seat
	●	Under-seat heater
	●	AM/FM/Weather Band (WB) radio, clock, and MP3 player front plug-in
	▲	USB port and Bluetooth® mic
	●	Radio-area storage slot
●	●	Sealed alternator, 100 amps
●	●	Lockable master electrical disconnect switch
●	●	Multifunction/multi-language LCD monitor: Analog display (fuel level, coolant temperature, and engine oil pressure) / Digital display (engine rpm, charge pressure, hours, DPF soot level, and transmission direction/speed range)
●	●	Built-in diagnostics: Diagnostic-code details / Sensor values / Calibrations / Individual circuit tester
●	●	Keyless start with multiple security modes
●	●	Battery, dual, 24 volts
●	●	Lights, grille mounted (2), rear mounted (2)
▲	▲	Work lights, roof mounted (2)
	▲	External-mounted attachment mirror
●	●	JDLINK™ wireless communication system (available in specific countries; see your dealer for details)



Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO9249. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on units with standard equipment, rollover protective structures (ROPS), full fuel tanks, and 79-kg (175 lb.) operators.

**ADVERTISEMENT FOR PROPOSALS**

Notice is hereby given that the City of Tupelo will receive un-priced technical proposals to prequalify vendors for:

**Bulldozer  
Bid # 2021-008PW**

Deadline for receipt of un-priced technical proposals is March 25, 2021 at 2:00 PM, local time. Responses should be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com)

Pursuant to MS Code 31-7-13 and House Bill 1109, this Equipment 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 March 25, 2021** 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 March 31, 2021 at 11:00 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserved 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.

Traci Dillard  
Purchasing Agent

**Publishing Dates: March 2, 2021 & March 9, 2021**



# Cat<sup>®</sup> D3

## TRACK-TYPE TRACTOR

### FEATURES:

The new Cat<sup>®</sup> D3 delivers superior performance and the broadest choice of technology features to help you get the most from your dozer. Nimble and responsive, it has power for dozing and finesse for grading. Fully hydrostatic transmission gives you seamless acceleration, so you can get the job done quickly. The load sensing system automatically optimizes ground speed based on load, for the greatest productivity and fuel efficiency.

### IMPROVED VISIBILITY

- New sloped hood provides better visibility to the work in front of the blade as well as the overall job site. Better visibility can equal less operator fatigue and more confidence in your work.

### GRADE TECHNOLOGY

- Scalable 2D and 3D Cat Grade provide technologies like Slope Assist, Stable Blade, and Slope Indicate for easier and more efficient operation, as well as the flexibility to adapt different technology based on job site demands.

### UP TO 10% IMPROVED FUEL ECONOMY

- The D3 features the lowest fuel consumption in this size class with the same great performance you've come to expect. Up to 20% improvement and no performance sacrifice when ECO mode is active.

### COMFORTABLE WORK SPACE

- The spacious and comfortable cab features an optional heated and ventilated seat, along with heated joystick controls to make the operator comfortable no matter what the conditions are outside. The seat height and armrests can be easily adjusted to the operator's preference.

### BIGGER, BETTER DISPLAY WITH CAMERA

- This new and improved optional 10 in (254 mm) touchscreen, color display is easy to use, with a great view of machine settings, rearview camera and Slope Indicate/Slope Assist screens. The large reversing camera gives the operator better visibility to the job site.

### DURABLE UNDERCARRIAGE

- The D3 is available with either a Sealed and Lubricated Track (SALT) or Abrasion undercarriage to best suit your application. The undercarriage has a longer life resulting in less down time. A one piece mainframe/track roller frame design and the large, double reduction planetary final drive allow the machine to push heavy loads.

## Specifications

### Engine

Engine Model	Cat <sup>®</sup> C3.6	
Net Power @ 2,200 rpm		
SAE J1349	77.6 kW	104 hp
ISO 9249, 80/1269/EEC	77.6 kW	104 hp
Power Train	Hydrostatic	
Displacement	3.6 L	220 in <sup>3</sup>

- Net power is tested per ISO 9249:2007 and SAE J1349:2011 and as advertised is the power available at the flywheel when the engine is equipped with fan, air intake system, exhaust system and alternator.
- Engine equivalent to Tier 3 emission standards.

### Weights

Operating Weight	9362 kg	20,640 lb
Operating Weight – LGP	9693 kg	21,369 lb
Operating Weight – LGP, 762 mm/30 in	9893 kg	21,810 lb

- Specifications shown are for machine equipped with dozer blade, EROPS cab, back-up alarm, operator, coolant, lubricants and full fuel tank.
- For machine with ripper, add 554 kg (1,222 lb).

### Cab

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level II

### Transmission

Drive Pumps	1	
Track Motors	2	
Relief Valve Settings	48 500 kPa	7,033 psi
Maximum Travel Speed – Forward	9 km/h	5.6 mph
Maximum Travel Speed – Reverse	10 km/h	6.2 mph

# D3 Track-Type Tractor

Item # 19.

## Undercarriage

Number of Rollers (each side)	7	
Number of Shoes (each side) – Sealed and Lubricated Track (SALT) Undercarriage	40	
Number of Shoes (each side) – Abrasion Undercarriage	36	
Shoe Width	510 mm	20 in
Shoe Width – LGP	660 mm	26 in
Shoe Width – LGP, 762 mm (30 in)	762 mm	30 in
Length of Track on Ground	2310 mm	91 in
Length of Track on Ground – LGP	2310 mm	91 in
Length of Track on Ground – LGP, 762 mm (30 in)	2310 mm	91 in
Track Gauge	1600 mm	63 in
Track Gauge – LGP	1750 mm	69 in
Track Gauge – LGP, 762 mm (30 in)	1860 mm	73 in
Ground Pressure	38.9 kPa	5.7 psi
Ground Pressure – LGP	31.2 kPa	4.5 psi
Ground Pressure – LGP, 762 mm (30 in)	27.2 kPa	3.9 psi

## Service Refill Capacities

Fuel Tank	195 L	51.5 gal
Crankcase and Filter	10.5 L	2.8 gal
Final Drives, (each side)	10 L	2.6 gal
Final Drives, LGP (each side)	10 L	2.6 gal
Cooling System	19 L	5.0 gal
Transmission/Hydraulic Tank	90 L	23.8 gal

## Hydraulic Controls

Pump Output	65 L/min	17.2 gal/min
Relief Valve Settings	20 600 kPa	2,988 psi

## Ripper

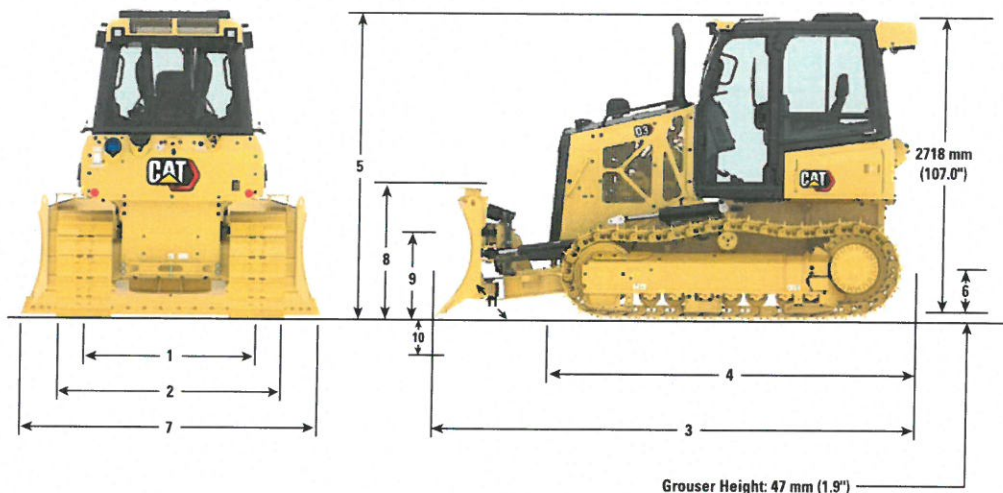
Type	Parallelogram	
Number of Shanks	3	
Maximum Digging Depth	337.5 mm	13.3 in
Maximum Reach at Ground Line	766 mm	30.2 in
Maximum Ground Clearance Under Tip	448 mm	17.6 in
Overall Width	1710 mm	67.3 in
Height	165 mm	6.5 in
Weight	554 kg	1,222 lb

## Winch

Weight	610 kg	1,345 lb
Winch Drive	Hydrostatic	
Control	Hydraulic	
Speed	Variable	
Winch Length	705 mm	27.76 in
Overall Width	741 mm	29.2 in
Drum Diameter	254 mm	10 in
Drum Width	274 mm	10.8 in
Throat Clearance	171.5 mm	6.75 in
Rope Diameter – recommended	16 mm	0.63 in
Rope Diameter – optional	19 mm	0.75 in
Drum Capacity – recommended cable	113 m	371 ft
Drum Capacity – optional cable	78 m	256 ft
Maximum Line Pull – bare drum	18 144 kg	40,000 lb
Maximum Line Pull – full drum	11 340 kg	25,000 lb
Maximum Line Speed – bare drum	40 m/min	131 ft/min
Maximum Line Speed – full drum	63 m/min	207 ft/min

## Air Conditioning System

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.8 kg of refrigerant which has a CO<sub>2</sub> equivalent of 2.574 metric tonnes.



## Dimensions\*

	Standard		LGP		LGP, 762 mm (30 in)	
<b>1</b> Track Gauge	1600 mm	63 in	1750 mm	67.9 in	1860 mm	73 in
<b>2</b> Width of Tractor (standard shoes, no blade)	2110 mm	83 in	2360 mm	92.9 in	2630 mm	103.5 in
<b>3</b> Overall Length (with blade)	4337 mm	170.7 in	4309 mm	169.6 in	4309 mm	169.6 in
<b>4</b> Length of Basic Tractor (without blade)	3270 mm	128.7 in	3270 mm	128.7 in	3270 mm	128.7 in
<b>5</b> Tractor Height	2769 mm	109 in	2769 mm	109 in	2769 mm	109 in
<b>6</b> Ground Clearance	332 mm	13 in	332 mm	13 in	332 mm	13 in
With Ripper Attachment (add to Length of Basic Tractor)	1177 mm	46.3 in	1177 mm	46.3 in	1177 mm	46.3 in
<b>BLADE</b>	<b>Standard</b>		<b>Intermediate</b>		<b>LGP</b>	
<b>7</b> Blade Width	2782 mm	109.5 in	2921 mm	115 in	3220 mm	126.7 in
<b>8</b> Blade Height	1073 mm	42.2 in	1010 mm	39.8 in	1010 mm	39.8 in
<b>9</b> Blade Lift Height	767 mm	30.2 in	767 mm	30.2 in	767 mm	30.2 in
<b>10</b> Digging Depth	586 mm	23.1 in	572 mm	22.5 in	572 mm	22.5 in
<b>11</b> Blade Cutting Edge Angle, Adjustable	52° to 58°		52° to 58°		52° to 58°	
Maximum Tilt	402 mm	15.8 in	448 mm	17.7 in	448 mm	17.7 in
Maximum Angle (either side)	25°		25°		25°	
Blade Width at Maximum Angle	2636 mm	103.8 in	2669 mm	105.1 in	2940 mm	115.8 in
Blade Capacity (SAE)	2.19 m <sup>3</sup>	2.86 yd <sup>3</sup>	2.09 m <sup>3</sup>	2.73 yd <sup>3</sup>	2.34 m <sup>3</sup>	3.06 yd <sup>3</sup>

\*Abrasion Undercarriage

## Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
<b>POWER TRAIN</b>			<b>ATTACHMENTS</b>		
Air cleaner with precleaner, automatic dust ejection and underhood intake	✓		Rigid drawbar	✓	
Air cleaner with external precleaner		✓	Drawbar, towing		✓
Aluminum bar plate cooling system (radiator, power train)	✓		Front pull device	✓	
Automatic traction control	✓		Machine security system		✓
Cat C3.6 diesel engine	✓		Mounting, winch		✓
Drive, auxiliary	✓		Ripper, parallelogram, includes three shanks and teeth		✓
Dual path, closed loop, hydrostatic transmission	✓		Winch, hydraulic, high performance		✓
Electric fuel pump	✓		Winch, hydraulic, retrieval		✓
Fuel/water separator	✓		<b>OPERATOR ENVIRONMENT</b>		
Installation, winch		✓	Armrests, adjustable	✓	
Turbocharged aftercooled	✓		Cab, with air conditioning		✓
<b>ELECTRICAL</b>			Cab, polycarbonate windows and air conditioning		✓
Alarm, backup	✓		Coat hook	✓	
Alternator, 150 amp, heavy duty	✓		Controls, seat mounted, fore/aft adjustment	✓	
Batteries, heavy duty, maintenance free, 1,000 CCA	✓		Cup holders	✓	
Diagnostic connector	✓		Eco Mode	✓	
Four integrated front halogen lights, two rear halogen	✓		Electronic Monitoring system with gauge:		
Four integrated front LED lights, two rear LED		✓	– Chassis slope indication	✓	
Horn, electric	✓		– Engine coolant temperature	✓	
Starter, electric, 12 V, heavy duty	✓		– Fuel level	✓	
<b>UNDERCARRIAGE</b>			– Hydraulic oil temperature	✓	
SALT undercarriage (40 section)	✓		Electronic security system	✓	
Abrasion undercarriage (36 section)		✓	Engine air cleaner service indicator	✓	
Track Pairs			Engine RPM and gear display	✓	
– Track, 510 mm (20 in)		✓	Floor mat, rubber, heavy duty	✓	
– Track, 660 mm (26 in)		✓	Foot pads, dash	✓	
– Track, 762 mm (30 in)		✓	Hour meter, electronic	✓	
Carrier rollers	✓		Independent forward/reverse speed settings	✓	
Guards, front/rear guiding	✓		Mirror, rearview, inside	✓	
Seven roller track frame	✓		Power port, 12 volt	✓	
Track adjusters, hydraulic	✓		Radio, AM/FM Bluetooth®		✓
Track rollers, lifetime lubricated	✓		ROPS/FOPS canopy	✓	
<b>HYDRAULIC</b>			Seat, air suspended, cloth or vinyl	✓	
Hydraulic pump and oil	✓		Seat, air suspension, choice of:		
Four valve for use with ripper		✓	– Vinyl, heated seat with heated controls		✓
Four valve for use with winch		✓	– Cloth, heated seat with heated controls		✓
Single lever, three function control	✓		– Cloth, heated and ventilated seat with heated controls		✓
Three valve hydraulics	✓		Seatbelt, hi-vis retractable 76 mm (3")	✓	
<b>CAT TECHNOLOGY</b>			Seatbelt buckling indicator/reminder	✓	
Cat GRADE with Slope Assist		✓	Single pedal combining decel and brake functions	✓	
Cat GRADE with 3D		✓	Sound suppression		✓
Cat Product Link PLE643/PLE743 Cellular	✓		Speed recall	✓	
Cat Product Link PLE683/PLE783 Cellular/Satellite		✓	Storage compartment	✓	
Full-color 10 in (254 mm) touchscreen grade display		✓	Throttle switch, rotary	✓	
Power Pitch		✓	Travel speed limiter, electronic	✓	
Slope Indicate	✓		<b>OTHER</b>		
Stable blade	✓		Heater, engine, coolant 120 V/240 V		✓
			Starting aid, ether		✓

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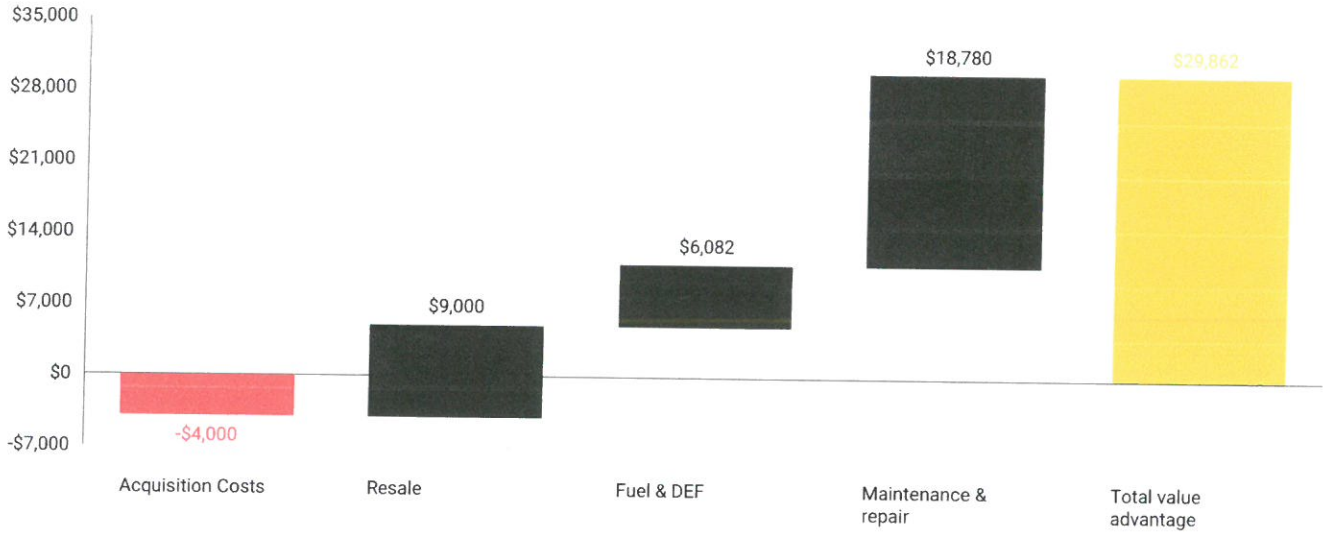
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Contact name:  
 Company:  
 Location:

Item # 19.

**VALUE SUMMARY REPORT (LIFETIME)**  
**Advantage of Cat D3 (1x New) over John Deere 650K (1x New)**



**TOTAL VALUE ADVANTAGE (LIFETIME)**

**\$29,862**

**CHART LEGEND**

- Negative values
- Positive values
- Total value advantage

Each bar shows the difference in owning costs, operating costs, and revenue for the selected comparison. The Total value advantage represents the overall value difference between products.

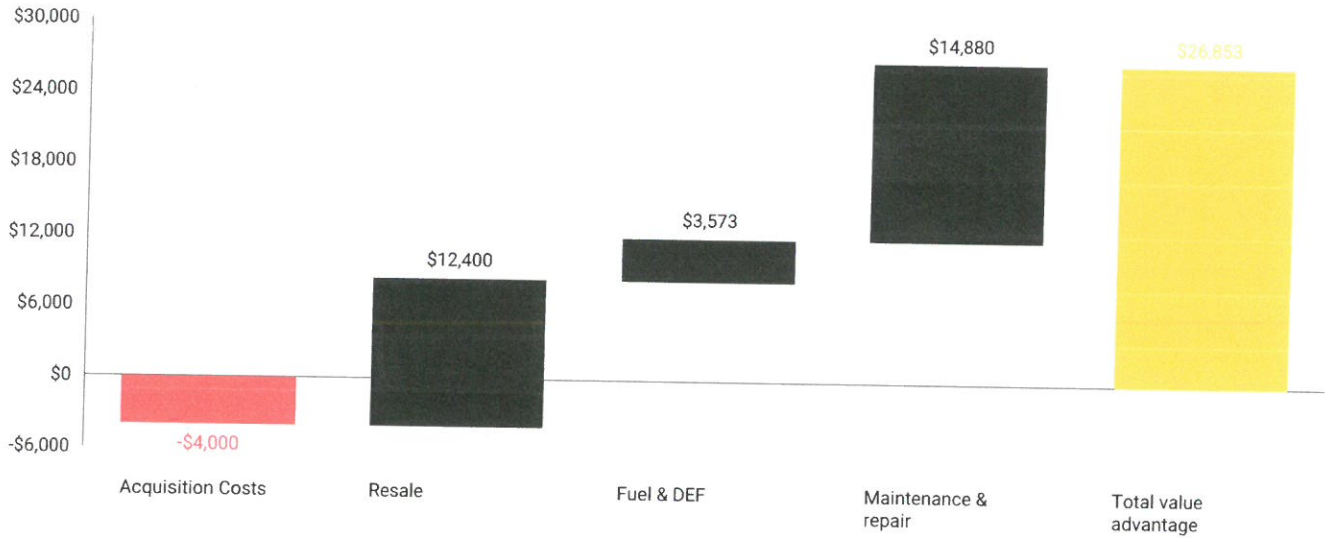




Contact name:  
 Company:  
 Location:

Item # 19.

**VALUE SUMMARY REPORT (LIFETIME)**  
**Advantage of Cat D3 (1x New) over Komatsu D39 EX-24 (1x New)**



**TOTAL VALUE ADVANTAGE (LIFETIME)**

**\$26,853**

**CHART LEGEND**

- Negative values
- Positive values
- Total value advantage

Each bar shows the difference in owning costs, operating costs, and revenue for the selected comparison. The Total value advantage represents the overall value difference between products.



Contact name:  
Company:  
Location:

Item # 19.

## VALUE SUMMARY REPORT DETAILS

	Cat D3 (1x New)	John Deere 650K (1x New)	Komatsu D39 EX-24 (1x New)
<b>Usage</b>			
Working hours (lifetime)	6,000 hr	6,000 hr	6,000 hr
<b>Ownership costs</b>			
Acquisition type	New	New	New
Transaction price	\$146,000	\$142,000	\$142,000
Resale value	\$61,600	\$52,600	\$49,200
<b>Ownership cost (lifetime)</b>	<b>\$84,400</b>	<b>\$89,400</b>	<b>\$92,800</b>
<b>Operating costs</b>			
Fuel & DEF	\$39,911	\$45,993	\$43,484
Fuel price	3.03 \$/gal	3.03 \$/gal	3.03 \$/gal
DEF price	2.75 \$/gal	2.75 \$/gal	2.75 \$/gal
Fuel consumption	2.1 gal/hr	2.42 gal/hr	2.29 gal/hr
Def consumption (% of fuel)	5%	5%	5%
CO <sup>2</sup> emissions (lifetime)	139 ton	160 ton	151 ton
Maintenance & repair	\$73,560	\$92,340	\$88,440
Maintenance cost	5.58 \$/hr	7.37 \$/hr	7.06 \$/hr
Repair cost	6.68 \$/hr	8.02 \$/hr	7.68 \$/hr
Misc. operating costs	\$180,000	\$180,000	\$180,000
Operator rate	30 \$/hr	30 \$/hr	30 \$/hr
<b>Operating cost (lifetime)</b>	<b>\$293,471</b>	<b>\$318,333</b>	<b>\$311,924</b>
<b>TOTAL COST (LIFETIME)</b>	<b>\$377,871</b>	<b>\$407,733</b>	<b>\$404,724</b>
<b>Cost per hr</b>	<b>62.98 \$/hr</b>	<b>67.96 \$/hr</b>	<b>67.45 \$/hr</b>



Contact name:  
Company:  
Location:

Item # 19.

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**PH BIDDING GROUP CONTACT:** Vendors who have questions or comments regarding this specification may direct them to:  
**Cory Dewett**  
 662-407-0193  
[cory@phbidding.com](mailto:cory@phbidding.com)

**PERFORMANCE DATES:**  
 Advertise: March 2, 2021  
 Advertise: March 9, 2021  
**Specification Responses Due:** March 25, 2021 2:00 PM Local Time  
**Reverse Auction Date:** March 31, 2021 11:00 AM Local Time

SPECIFICATIONS Please acknowledge in the boxes to the right where required. Any Variance should be listed in the box to the right.	Acknowledge		Variance (If Any)
	Yes	No	

**Bid Line Items:**

Line Item 1 – Purchase Price for one (1) Bulldozer Unit as Specified	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Line Item 2 – Delivery Time (In Days Only)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>1.0 ENGINE</b>	<b>YES</b>	<b>NO</b>	
100 hp Minimum Turbo Charged Diesel or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lockable Engine Enclosure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fuel Shut Off Valve Shall be Included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>2.0 POWER TRAIN &amp; CHASSIS</b>	<b>YES</b>	<b>NO</b>	
Drive system shall be hydrostatic designed to permit unrestricted changes in speed and direction under full Engine RPM and Load	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steering and Transmission shall be controlled with a joystick	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit shall have a foot decelerator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>3.0 HYDRAULIC SYSTEM</b>	<b>YES</b>	<b>NO</b>	
Pump output shall be at least 18GPM@2150 or suitable for the individual machine	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All hoses shall be of an o-ring seal design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Blade control shall have a single lever with control for lift, tilt, and angle function	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.0 TRACKS &amp; UNDERCARRIAGE</b>	<b>YES</b>	<b>NO</b>	
Undercarriage shall have a minimum of six (6) track rollers per side	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rollers and idlers shall be lifetime lubricated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LGP Tracks shall be required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>5.0 OPERATOR STATION</b>	<b>YES</b>	<b>NO</b>	
Unit shall be complete with enclosed cab – ROPS/FOPS approved	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cab shall lock with a key	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit shall have fresh air intake, heat, air conditioning, windshield wipers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adjustable seat for operator height and weight and lumbar adjustment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Display gauges, AM/FM/Bluetooth Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Unit shall be pre-wired for CB			

6.0 BASIC INFORMATION		YES	NO
Unit weight of approximate 20,000 pounds or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum 13" ground clearance or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Blade width of 115" or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Six-way blade required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
7.0 WARRANTY		YES	NO
Minimum 12 month warranty from date of delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum 3 year power train and hydraulics warranty required	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8.0 PAINT		YES	NO
Paint shall be applied with the highest industry standards. Color shall be manufacturer's typical color for this specific equipment piece.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vendor shall provide a duplicatable daily inspection checklist sheet for operator use	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9.0 UNIT INFORMATION		YES	NO
<b>In the boxes to the right, state the following:</b>			
Bulldozer Manufacturer	CAT		
Bulldozer Model	D3		
Bulldozer Year Model	2021		
Operating Weight	21810lb		
Engine Manufacturer	CAT		
Engine Model	CAT C3.6		
Engine Horsepower	104		
Average Fuel Consumption/Hour	2.1		
Maintenance Agreement Interval Schedule	250 - 500		
Maintenance Cost per Interval	5.50 HR		
10.0 Specification Response Form Complete Document Checklist		YES	NO
<i>(Include all below documents in order for your Specification Response Form to be considered)</i>			
Equipment Brochure Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Written Warranty Information Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PH Bidding Supplier Agreement Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Company Name:	Thompson Machinery		
Representative:	Bubba Dean	Phone:	
Billing Address:	421 Wallace Drive		Cell: 662-260-0199
City/Zip:	Belden MS 38826		Email: bubba.dean@tmcpt.com



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** April 15, 2021

**SUBJECT:** IN THE MATTER OF BID APPROVAL – DUMP TRUCK – 2021-009PW - CW

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**Request:**

Request for Bid Approval to purchase a 2022 Kenworth T370 Dump Truck Bid 2021-009PW

Three Bidders Responded –

TruckWorx \$124,708.94	Delivery 90 days
Tag Truck Center \$124,000.00	Delivery 230 days
Tri State Truck Center \$155,222.08	Delivery 190 days

We recommend the lowest and best bid by delivery that is within the current 2021 fiscal year and is only \$708.94 in price difference – TruckWorx

# City of Tupelo- Dump Truck Bid



Lot Start Date / Time Apr 14, 2021 10:00 AM US/Central  
 Lot End Date / Time Apr 14, 2021 10:33 AM US/Central  
 Lot Duration 00:33 [hh:mm]  
 Extension Time 3 Mins.

Item Name		Dump Truck Unit - Each	
Company	Truck Offered	Bid Amount	Bidding Date / Time
Truckworx	2022 Kenworth T370 360 HP	\$ 124,708.94	Apr 14, 2021 10:29:09 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 124,000.00	Apr 14, 2021 10:23:29 AM US/Central
Truckworx	2022 Kenworth T370 360 HP	\$ 125,208.94	Apr 14, 2021 10:22:14 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 126,000.00	Apr 14, 2021 10:16:07 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 128,000.00	Apr 14, 2021 10:15:57 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 130,000.00	Apr 14, 2021 10:15:36 AM US/Central
TAG Truck Center	2022 Freightliner SD114	\$ 145,000.00	Apr 14, 2021 10:13:25 AM US/Central
TRI STATE TRUCK CENTER	2022 Mack Granite	\$ 155,222.08	Apr 14, 2021 10:12:04 AM US/Central
Truckworx	2022 Kenworth T370 325 HP	\$ 126,120.00	Apr 14, 2021 10:01:03 AM US/Central
Truckworx	2022 Kenworth T370 360 HP	\$ 127,208.94	Apr 14, 2021 10:00:41 AM US/Central

Item Name		Dump Truck Delivery Time - In number of days	
Company	Truck Offered	Bid Amount	Bidding Date / Time
TAG Truck Center	2022 Freightliner SD114	230 Days	Apr 14, 2021 10:29:37 AM US/Central
TAG Truck Center	2022 Freightliner SD114	250 Days	Apr 14, 2021 10:27:36 AM US/Central
TAG Truck Center	2022 Freightliner SD114	365 Days	Apr 14, 2021 10:13:25 AM US/Central
TRI STATE TRUCK CENTER	2022 Mack Granite	190 Days	Apr 14, 2021 10:12:04 AM US/Central
Truckworx	2022 Kenworth T370 325 HP	180 Days	Apr 14, 2021 10:01:07 AM US/Central
Truckworx	2022 Kenworth T370 360 HP	90 Days	Apr 14, 2021 10:00:53 AM US/Central

**CITY OF TUPELO, MS**

**TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY**



**Specification Response Form**

**TERMS AND CONDITIONS**

**INTENT:**

This specification shall describe a Tandem Axle Dump Truck to be used in a municipal setting.

**ABOUT THIS DOCUMENT:**

This document, titled a Specification Response Form, is the form by which vendors shall respond to this bid opportunity. Vendors may be required to include other documents, including warranty or other information in order to be considered responsive.

**GENERAL TERMS:**

All equipment furnished under this contract shall be unused. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to applicable Safety Standards. One or more units shall be purchased via this bid.

**GUARANTEE:**

All units shall be covered by the manufacturer standard warranty. Other warranty conditions may apply.

**BID QUOTATION:**

Bidders shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied.

**DELIVERY:**

Delivery shall be FOB to the Purchasing Entity with vendor assuming all liabilities for the transport of the unit to the destination:

City of Tupelo, MS  
**Public Works**

**QUANTITY:**

Quantity determined by unit. Quantities may vary. The Purchasing Entity reserve the right to alter quantities and purchase more or less of any one item or all items.

**UNIT AND MODEL EQUIVALENT:**

Where model numbers are used, they are used for the sole purpose of illustrating the design and functionality of the unit. In no way is a model name or manufacturer used or meant to indicate a preference for one manufacturer over another. The City of Tupelo reserves the right to accept any variances in these specifications at their discretion as long as the equipment offered meets the functionality required by the City of Tupelo.

**SUBMISSION OF SPECIFICATION RESPONSE FORMS:**

Vendors shall complete this form and submit it electronically through [www.tupelomsbids.com](http://www.tupelomsbids.com) on or before the Specification Response due date and time below.

**BID PROCESS:**

This bid event is being conducted by reverse auction, which is a bid process during which vendors compete for the Purchasing Entity's business in real time. A timer is set for an initial period of 30 minutes, during which vendors may place bids and receive feedback in the form of a rank (rank will be displayed in brackets adjacent to the vendor's input pricing per line item, as well as a total rank for the group of items together. In our format, a second-place rank would appear as such: [2]. Vendors may reduce their price as many times as they choose to do so. Within the final three minutes of the bid timer, any bid placed shall trigger an extension of an additional three minutes.

Vendors may contact Cory Dewett with PH Bidding Group with questions or training regarding the bid process or website usage.



**PH BIDDING CONTACT:**  
 Vendors who have questions or comments regarding this specification may direct them to:  
**Cory Dewett**  
**662-407-0193**  
[cory@phbidding.com](mailto:cory@phbidding.com)

**PERFORMANCE DATES:**  
**Advertise: March 2, 2021**  
**Advertise: March 9, 2021**  
**Specification Responses Due:** ~~March 25, 2021 before 2:00 p.m. Local Time~~ April 8, 2021 before 2:00 PM Local Time  
**Reverse Auction Date:** ~~March 31, 2021 at 10:00 a.m. Local Time~~ -April 14, 2021 at 10:00 AM Local Time

**Bid Line Items:**

**Line Item 1** – Purchase Price for (1) New Tandem Axle Dump Chassis with Mounted Dump Body

**Line Item 2** – Delivery Time (In Days Only)

~~**Line Item 3** – Snowplow Alternate (Should include Snowplow, plow bracket, and all hyd. and electrical connections already plumbed on the truck as an add alternate)~~

**SPECIFICATIONS**

Please acknowledge in the boxes to the right where required. Any Variance from the specifications should be listed in the box to the right.

1.0 Chassis	Yes	No	Variance (If Any)
2021 or newer Year Model	<input type="checkbox"/>	<input type="checkbox"/>	
In the box to the right, state the year, make, and model number of your offered unit:			
2.0 Engine	Yes	No	Variance (If Any)
Minimum 325 HP 750 Lb/Ft Torque @ +/- 1800 RPM Cummins Diesel Engine	<input type="checkbox"/>	<input type="checkbox"/>	
In the box to the right, state the Manufacturer, Model, and HP of your offered engine			
Vertical tail pipe with guard, RH mounted	<input type="checkbox"/>	<input type="checkbox"/>	
3.0 Transmission and Equipment	Yes	No	Variance (If Any)
Allison 4500 RDS with PTO for Automatic Trans Units	<input type="checkbox"/>	<input type="checkbox"/>	
Allison vocational package 223 - available on 3000/4000 product families with vocational models RDS, HS, MH and TRV	<input type="checkbox"/>	<input type="checkbox"/>	
Allison vocational rating for concrete mixer applications only available with 3000 product families	<input type="checkbox"/>	<input type="checkbox"/>	
Primary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only	<input type="checkbox"/>	<input type="checkbox"/>	
Secondary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only	<input type="checkbox"/>	<input type="checkbox"/>	
Primary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage	<input type="checkbox"/>	<input type="checkbox"/>	
Secondary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage	<input type="checkbox"/>	<input type="checkbox"/>	
Primary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage	<input type="checkbox"/>	<input type="checkbox"/>	
Secondary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage	<input type="checkbox"/>	<input type="checkbox"/>	

Engine brake range preselect recommended by DTNA and Allison, this defined by engine and vocational usage	<input type="checkbox"/>	<input type="checkbox"/>	
Engine brake range alternate preselect recommended by DTNA and Allison, this defined by engine and vocational usage	<input type="checkbox"/>	<input type="checkbox"/>	
Fuel sense 2.0 disabled - performance - table based	<input type="checkbox"/>	<input type="checkbox"/>	
Driver switch input - default - no switches	<input type="checkbox"/>	<input type="checkbox"/>	
Vehicle interface wiring connector with PDM and blunt cuts, at end of frame	<input type="checkbox"/>	<input type="checkbox"/>	
Electronic transmission customer access connector firewall mounted	<input type="checkbox"/>	<input type="checkbox"/>	
Chelsea 280 series PTO	<input type="checkbox"/>	<input type="checkbox"/>	
PTO mounting, rh side of main transmission	<input type="checkbox"/>	<input type="checkbox"/>	
Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain	<input type="checkbox"/>	<input type="checkbox"/>	
Push button electronic shift control, dash mounted	<input type="checkbox"/>	<input type="checkbox"/>	
Transmission prognostics - enabled 2013	<input type="checkbox"/>	<input type="checkbox"/>	
Water to oil transmission cooler, in radiator end tank	<input type="checkbox"/>	<input type="checkbox"/>	
Transmission oil check and fill with electronic oil level check	<input type="checkbox"/>	<input type="checkbox"/>	
Synthetic transmission fluid (TES-295 compliant)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>4.0 General Dimensions</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Body Length – 16 foot Square Body	<input type="checkbox"/>	<input type="checkbox"/>	
Inside Width – 87"	<input type="checkbox"/>	<input type="checkbox"/>	
Side Height – 48"	<input type="checkbox"/>	<input type="checkbox"/>	
Tailgate Height – 56"	<input type="checkbox"/>	<input type="checkbox"/>	
Front Height – 56"	<input type="checkbox"/>	<input type="checkbox"/>	
Body Sides – 10 Gauge A1011 Hi Tensile	<input type="checkbox"/>	<input type="checkbox"/>	
Body Floor – 3/16" A 1011 Hi Tensile	<input type="checkbox"/>	<input type="checkbox"/>	
Tailgate – 10 Gauge A1011 Hi Tensile	<input type="checkbox"/>	<input type="checkbox"/>	
Top Rail – 4" Square Tubing	<input type="checkbox"/>	<input type="checkbox"/>	
Water Level Capacity – 17 Yard – Front and Tailgate Capacity shall be 19 Yard	<input type="checkbox"/>	<input type="checkbox"/>	
Longitudinal – 5" Channel with Cross Member at 4" Channel on 12" Centers	<input type="checkbox"/>	<input type="checkbox"/>	
Cab Shield – 24" with 4" Integral Wind Deflector	<input type="checkbox"/>	<input type="checkbox"/>	
Hoist – NTEA Rated Class 120 Front Telescopic	<input type="checkbox"/>	<input type="checkbox"/>	
HYD Pump – 85CC Gear Pump to be Integrally mounted to PTO with Air Tipper Valve	<input type="checkbox"/>	<input type="checkbox"/>	
PTO – Two Gear, Direct Mount, Electric/Hydraulic Shift for Allison Transmission	<input type="checkbox"/>	<input type="checkbox"/>	
Controls – Electric/Hydraulic Air	<input type="checkbox"/>	<input type="checkbox"/>	
All Welds to be Continuous – Unibody Design	<input type="checkbox"/>	<input type="checkbox"/>	

Lights/Reflectors – Meet FMVSS108 with Four Corner LED Warning Light System			
<ul style="list-style-type: none"> <li>• 2 Amber Warning Light in Cab Shield</li> <li>• 1 Amber Warning Light on Each Rear Post</li> <li>• In-Cab Switch</li> </ul>	<input type="checkbox"/>	<input type="checkbox"/>	
10" Full Depth Rear Corner Post and Skirt	<input type="checkbox"/>	<input type="checkbox"/>	
Backup Alarm	<input type="checkbox"/>	<input type="checkbox"/>	
Sideboards @ 8" Hardwood	<input type="checkbox"/>	<input type="checkbox"/>	
8" Dump Apron	<input type="checkbox"/>	<input type="checkbox"/>	
Mud Flaps – Rear of Tandem Axles	<input type="checkbox"/>	<input type="checkbox"/>	
Finish: Phosphate wash, epoxy primer and painted gloss black urethane enamel	<input type="checkbox"/>	<input type="checkbox"/>	
Primed and Finish Painted with Epoxy Urethane	<input type="checkbox"/>	<input type="checkbox"/>	
30T Rigid Pintle Hook	<input type="checkbox"/>	<input type="checkbox"/>	
<b>5.0 Features</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Exterior/Interior Steps, Chrome Bumper	<input type="checkbox"/>	<input type="checkbox"/>	
In-Cab Controls	<input type="checkbox"/>	<input type="checkbox"/>	
Cable to Pump Air Shaft PTO Controls	<input type="checkbox"/>	<input type="checkbox"/>	
Air Actuated Tailgate	<input type="checkbox"/>	<input type="checkbox"/>	
Tailgate Spreader Chains	<input type="checkbox"/>	<input type="checkbox"/>	
6" Telescoping Hoist	<input type="checkbox"/>	<input type="checkbox"/>	
Backup Alarm	<input type="checkbox"/>	<input type="checkbox"/>	
Body Up Indicator	<input type="checkbox"/>	<input type="checkbox"/>	
<b>6.0 Front Axle and Suspension</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Detroit DA-F-12.0-3 12,000# ff1 71.5 KPI/3.74 Drop Single Front Axle	<input type="checkbox"/>	<input type="checkbox"/>	
DTNA 15x4 q+ cam front brakes	<input type="checkbox"/>	<input type="checkbox"/>	
Non-asbestos front brake lining	<input type="checkbox"/>	<input type="checkbox"/>	
Conmet cast iron front brake drums	<input type="checkbox"/>	<input type="checkbox"/>	
Front oil seals	<input type="checkbox"/>	<input type="checkbox"/>	
Vented front hub caps with window, center and side plugs - oil	<input type="checkbox"/>	<input type="checkbox"/>	
Standard spindle nuts for all axles	<input type="checkbox"/>	<input type="checkbox"/>	
DTNA automatic front slack adjusters	<input type="checkbox"/>	<input type="checkbox"/>	
TRW THP-60 power steering	<input type="checkbox"/>	<input type="checkbox"/>	
Power steering pump	<input type="checkbox"/>	<input type="checkbox"/>	
2 Quart see through power steering reservoir	<input type="checkbox"/>	<input type="checkbox"/>	
Current available synthetic 75w-90 front axle lube	<input type="checkbox"/>	<input type="checkbox"/>	
12,000# mono Taperleaf front suspension	<input type="checkbox"/>	<input type="checkbox"/>	

Maintenance free rubber bushings - front suspension	<input type="checkbox"/>	<input type="checkbox"/>	
Front shock absorbers	<input type="checkbox"/>	<input type="checkbox"/>	
<b>7.0 Rear Axle and Suspension</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
mt-40-14x 40,000# r-series tandem rear axle	<input type="checkbox"/>	<input type="checkbox"/>	
5.29 rear axle ratio	<input type="checkbox"/>	<input type="checkbox"/>	
iron rear axle carrier with optional heavy duty axle housing	<input type="checkbox"/>	<input type="checkbox"/>	
mxl 17t DTNA extended lube main driveline with half round yokes	<input type="checkbox"/>	<input type="checkbox"/>	
mxl 17t DTNA extended lube interaxle driveline with half round yokes	<input type="checkbox"/>	<input type="checkbox"/>	
(1) interaxle lock valve for tandem or tridem drive axles	<input type="checkbox"/>	<input type="checkbox"/>	
blinking lamp with each interaxle lock switch, interaxle unlock default with ignition off	<input type="checkbox"/>	<input type="checkbox"/>	
DTNA 16.5x7 q+ cast spider cam rear brakes, double anchor, fabricated shoes	<input type="checkbox"/>	<input type="checkbox"/>	
non-asbestos rear brake lining	<input type="checkbox"/>	<input type="checkbox"/>	
asphalt spreader clearance rear brake geometry	<input type="checkbox"/>	<input type="checkbox"/>	
Conmet cast iron rear brake drums or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
rear oil seals	<input type="checkbox"/>	<input type="checkbox"/>	
Haldex Goldseal Longstroke 2-drive axles spring parking chambers or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
Haldex automatic rear slack adjusters or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
current available synthetic 75w-90 rear axle lube	<input type="checkbox"/>	<input type="checkbox"/>	
Hendrickson rt403 @40,000# rear suspension	<input type="checkbox"/>	<input type="checkbox"/>	
Hendrickson RT/RTE - 7.19" saddle	<input type="checkbox"/>	<input type="checkbox"/>	
Standard axle seats in axle clamp group	<input type="checkbox"/>	<input type="checkbox"/>	
52 inch axle spacing	<input type="checkbox"/>	<input type="checkbox"/>	
Steel beams and rubber center bushings with bar pin adjustable end connections	<input type="checkbox"/>	<input type="checkbox"/>	
Fore/Aft control rods	<input type="checkbox"/>	<input type="checkbox"/>	
<b>8.0 Brake System</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Air brake package	<input type="checkbox"/>	<input type="checkbox"/>	
Wabco 4s/4m abs	<input type="checkbox"/>	<input type="checkbox"/>	
Reinforced nylon, fabric braid and wire braid chassis air lines	<input type="checkbox"/>	<input type="checkbox"/>	
Fiber braid parking brake hose	<input type="checkbox"/>	<input type="checkbox"/>	
Standard brake system valves	<input type="checkbox"/>	<input type="checkbox"/>	
Standard air system pressure protection system	<input type="checkbox"/>	<input type="checkbox"/>	
Standard US front brake valve	<input type="checkbox"/>	<input type="checkbox"/>	
Relay valve with 5-8 psi crack pressure, no rear proportioning valve	<input type="checkbox"/>	<input type="checkbox"/>	
BW ad-9 brake line air dryer with heater	<input type="checkbox"/>	<input type="checkbox"/>	
Air dryer frame mounted	<input type="checkbox"/>	<input type="checkbox"/>	

Steel air brake reservoirs	<input type="checkbox"/>	<input type="checkbox"/>	
Pull cables on all air reservoir(s)	<input type="checkbox"/>	<input type="checkbox"/>	
<b>9.0 Frame</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
11/32x3-1/2x10-15/16 inch steel frame (8.73mmx277.8mm/0.344x10.94 inch) 120KSI	<input type="checkbox"/>	<input type="checkbox"/>	
Yield Strength: 120,000 PSI or equivalent or greater	<input type="checkbox"/>	<input type="checkbox"/>	
Two (2) Front tow hooks. 2 Rear tow hooks. Trailer towing – Rear End of Frame	<input type="checkbox"/>	<input type="checkbox"/>	
<b>10.0 Chassis Equipment</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Fender and front of hood mounted front mudflaps	<input type="checkbox"/>	<input type="checkbox"/>	
Painted Steel Bumper with collapsible ends or equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
<b>11.0 Fuel Tanks and Equipment</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Fuel filter/water separator	<input type="checkbox"/>	<input type="checkbox"/>	
Reinforced nylon fuel hose	<input type="checkbox"/>	<input type="checkbox"/>	
Minimum 50 Gallon Fuel Tank	<input type="checkbox"/>	<input type="checkbox"/>	
Minimum 10 Gallon DEF Tank	<input type="checkbox"/>	<input type="checkbox"/>	
<b>12.0 Tires, Hubs, and Wheels</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Continental hsr2 11r22.5 14 ply radial front tires or Equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
Continental hdr2+ 11r22.5 14 ply radial rear tires or Equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
Conmet preset plus premium iron front hubs or Equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
Conmet preset plus premium iron rear hubs or Equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
Maxion wheels 90262 22.5x8.25 10-hub pilot 6.19 inset 5-hand steel disc front wheels or Equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
Maxion wheels 90262 22.5x8.25 10-hub pilot 5-hand steel disc rear wheels or Equivalent	<input type="checkbox"/>	<input type="checkbox"/>	
<b>13.0 Cab Exterior</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Conventional Steel or Aluminum	<input type="checkbox"/>	<input type="checkbox"/>	
Air cab mounts	<input type="checkbox"/>	<input type="checkbox"/>	
Grab handles LH/RH	<input type="checkbox"/>	<input type="checkbox"/>	
Air horn	<input type="checkbox"/>	<input type="checkbox"/>	
Dual door mounted heated mirrors	<input type="checkbox"/>	<input type="checkbox"/>	
LH/RH 8" Heated convex mirrors; Bright finish, mounted under primary mirrors	<input type="checkbox"/>	<input type="checkbox"/>	
Door locks and ignition switch keyed the same	<input type="checkbox"/>	<input type="checkbox"/>	
(5) amber marker lights	<input type="checkbox"/>	<input type="checkbox"/>	
Integral stop/tail/backup lights – LED Push-In Lights – 6" Round	<input type="checkbox"/>	<input type="checkbox"/>	
Standard front turn signal lamps	<input type="checkbox"/>	<input type="checkbox"/>	
Dual west coast molded-in color mirrors	<input type="checkbox"/>	<input type="checkbox"/>	
Standard side/rear reflectors	<input type="checkbox"/>	<input type="checkbox"/>	
Dual level cab entry steps on both sides	<input type="checkbox"/>	<input type="checkbox"/>	

<b>14.0 Cab Interior</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Cloth, Vinyl or Leather interior	<input type="checkbox"/>	<input type="checkbox"/>	
Valeo HD A/C Refrigerant Compressor	<input type="checkbox"/>	<input type="checkbox"/>	
Heater, defroster, and air conditioner with R-134A Freon, No Exceptions	<input type="checkbox"/>	<input type="checkbox"/>	
Dome light with 3-way switch activated by LH and RH doors	<input type="checkbox"/>	<input type="checkbox"/>	
Adjustable steering wheel	<input type="checkbox"/>	<input type="checkbox"/>	
Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension	<input type="checkbox"/>	<input type="checkbox"/>	
2 Man Toolbox mid back non suspension passenger seat	<input type="checkbox"/>	<input type="checkbox"/>	
LH and RH Integral Door Panel Armrests	<input type="checkbox"/>	<input type="checkbox"/>	
Adjustable tilt and telescoping steering column	<input type="checkbox"/>	<input type="checkbox"/>	
Driver and passenger interior sun visors	<input type="checkbox"/>	<input type="checkbox"/>	
<b>15.0 Instrumental Panel and Controls</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Cruise control	<input type="checkbox"/>	<input type="checkbox"/>	
Primary and secondary air pressure gauges	<input type="checkbox"/>	<input type="checkbox"/>	
Intake mounted air restriction indicator	<input type="checkbox"/>	<input type="checkbox"/>	
Diagnostic interface connector	<input type="checkbox"/>	<input type="checkbox"/>	
Engine and trip hour meters	<input type="checkbox"/>	<input type="checkbox"/>	
Engine coolant temperature gauge	<input type="checkbox"/>	<input type="checkbox"/>	
Transmission oil temperature gauge	<input type="checkbox"/>	<input type="checkbox"/>	
Low air pressure light & buzzer	<input type="checkbox"/>	<input type="checkbox"/>	
Electric fuel gauge	<input type="checkbox"/>	<input type="checkbox"/>	
Electric engine oil pressure gauge	<input type="checkbox"/>	<input type="checkbox"/>	
Electronic speedometer	<input type="checkbox"/>	<input type="checkbox"/>	
AM/FM/WB/CD/Bluetooth Radio	<input type="checkbox"/>	<input type="checkbox"/>	
Unit shall be prewired for CB Radio	<input type="checkbox"/>	<input type="checkbox"/>	
75 MPH Road Speed Limit	<input type="checkbox"/>	<input type="checkbox"/>	
PTO mode brake override - service brake applied	<input type="checkbox"/>	<input type="checkbox"/>	
PTO mode cancel vehicle speed - 5 mph	<input type="checkbox"/>	<input type="checkbox"/>	
PTO governor ramp rate - 250 rpm per second	<input type="checkbox"/>	<input type="checkbox"/>	
Two remote PTO speeds	<input type="checkbox"/>	<input type="checkbox"/>	
PTO speed 1 setting - 700 rpm	<input type="checkbox"/>	<input type="checkbox"/>	
PTO speed 2 setting - 900 rpm	<input type="checkbox"/>	<input type="checkbox"/>	
PTO minimum RPM - 700	<input type="checkbox"/>	<input type="checkbox"/>	
Regen inhibit speed threshold - 5 mph	<input type="checkbox"/>	<input type="checkbox"/>	

<b>16.0 Paint</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Cab/Body Color: Silver w/Clear Coat	<input type="checkbox"/>	<input type="checkbox"/>	
Chassis: Black	<input type="checkbox"/>	<input type="checkbox"/>	
<b>17.0 Warranty and Service</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
3 Year/100,000 Miles Parts on Major Components – Provide a Listing of All Covered Components. Chassis warranty shall also cover Suspension System, Ignition System, AC/Heating Systems, Drive Shafts, Wiring, Fuel System, Steering System, Exhaust System, Instrument and Gauges, Transfer Case Mounts.	<input type="checkbox"/>	<input type="checkbox"/>	
DPF Cleaning for 3 Years – Dealer must pick up unit at Buyer’s location, returning it when DPF cleaning is complete.	<input type="checkbox"/>	<input type="checkbox"/>	
3 Year 100,000 Mile Full Engine Warranty with \$0 deductible. Includes Injectors, Pumps, Aftermarket System Doc & Housing, SCR Catalyst & Housing.	<input type="checkbox"/>	<input type="checkbox"/>	
Response time for warranty claims shall be closely monitored by the City of Tupelo. Units with warranty issues shall be diagnosed within 48 hours of arrival at the dealership. Parts for warranty repairs, if not in dealer stock, shall be ordered within 24 hours of diagnoses. Dealer shall communicate with City as to the expected return date of unit.	<input type="checkbox"/>	<input type="checkbox"/>	
Towing to 36-months – Service call to the vehicle or towing to the nearest dealership for a non-drivable unit in conjunction with a warrantable failure: Equivalent plans with minor deviations are acceptable, as long as the deviations are clearly noted.	<input type="checkbox"/>	<input type="checkbox"/>	
Virtual technician system or equivalent. Please attach a separate sheet or brochure to describe your virtual technician system. This document shall be part of the bid package.	<input type="checkbox"/>	<input type="checkbox"/>	
<b>18.0 Specification Response Form Complete Document Checklist</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Include all below documents in order for your Specification Response Form to be considered:			
Equipment Brochure Included:	<input type="checkbox"/>	<input type="checkbox"/>	
Written Warranty Information Included:	<input type="checkbox"/>	<input type="checkbox"/>	
PH Bidding Supplier Agreement Included:	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Company Name:</b>			
<b>Representative:</b>			
<b>Billing Address:</b>			
<b>Company Phone:</b>			
<b>Representative Cell:</b>			
<b>Email:</b>			

**ADVERTISEMENT FOR PROPOSALS**

Notice is hereby given that the City of Tupelo will receive un-priced technical proposals to prequalify vendors for:

**TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY****Bid # 2021-0000**

Deadline for receipt of un-priced technical proposals is March 25, 2021 at 2:00 PM, local time. Responses should be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com)

Pursuant to MS Code 31-7-13 and House Bill 1109, this Equipment 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 March 25, 2021** 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 March 31, 2021 at 10:00 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserved 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.

Traci Dillard  
Purchasing Agent

**Publishing Dates: March 2, 2021 & March 9, 2021**





## TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY Bid # 2021-009PW

### UN-PRICED PROPOSAL & REVERSE AUCTION INSTRUCTIONS

- 1.) View and Download Complete Bid Package from [www.tupelomsbids.com](http://www.tupelomsbids.com). (Vendors must register for a free account and log-in to download bid documents.
- 2.) Fill out the "Specification Response Form" and the Vendor Agreement that can be found in the bid package.
- 3.) Once you have filled out the specification response form and the Vendor Agreement, you may upload them through [www.tupelomsbids.com](http://www.tupelomsbids.com), along with your unpriced proposal, and any brochures or other information that you would like to be considered for review. **Responses should be submitted no later than 2:00 p.m. on Thursday, ~~March 25, 2021~~ April 8, 2021**

Un-Priced Specification Response submissions and other submitted documents will be evaluated, and vendors meeting the required specifications will be invited to participate in the Electronic Reverse Auction process on **Wednesday, ~~March 31, 2021~~ April 14, 2021 at 10:00 a.m.**

#### IF APPROVED FOR PARTICIPATION IN REVERSE AUCTION

If your company is approved to participate in the reverse auction process, you will be emailed detailed instructions regarding the reverse auction process. Pricing will only be accepted through the reverse auction process from vendors that are approved to participate in the reverse auction. Paper bids will not be considered.

For any questions regarding the reverse auction process, un-priced proposal submissions or website/bid document access, please contact Cory Dewett with PH Bidding at 662-407-0193.

**Unpriced Proposals & Response Forms Due:** ~~March 25, 2021 at 2:00 p.m.~~ April 8, 2021 at 2:00 PM  
**Reverse Auction Date:** ~~March 31, 2021 at 10:00 a.m.~~ April 14, 2021 at 10:00 AM



Rebecca Cummings Item # 20.  
 Truckworx – Jackson  
 330 Leggett Dr  
 Richland, MS 39218  
 Office: 601.939.5300  
 Cell: 601.260.2999  
 Email: rebeccac@truckworx.com  
 www.TRUCKWORX.com

Attn: City of Tupelo

Please see Truckworx proposal below.

<b>2022 T370 Tandem Dump Truck</b>	
<b>Engine Cummins PX-9</b>	360 HP
<b>Transmission</b>	Allison 3000 RDS
<b>Front Axle Dana Spicer</b>	16k
<b>Rear Axle(s)</b>	40k
<b>Rear Suspension Chalmers</b>	52,000
<b>Cab to Axle</b>	133
<b>Wheelbase</b>	201
<b>Tires</b>	315/80R22.5 & 11R22.5
<b>Wheels</b>	Aluminum
<b>Ratio</b>	5.29
<b>Fan hub on/off or Two speed fan hub</b>	2-speed fan hub
<b>Cooling Module</b>	1000 square inches
<b>Air Compressor</b>	18.7 or greater
<b>Alternator</b>	160 brushless amp
<b>Heavy Duty Aluminum Cab</b>	116.8 BBC
<b>Color: Silver</b>	
<b>90-120 Day Delivery</b>	
<b>*Color to reflect the silver of your choice</b>	



*Only offered on Kenworth Model Trucks: Bulkhead doors, fully huck-bolted cab(s), cowl mounted mirrors, rear/driver corner windows, and peeper windows. The above specifications are offered for safety and durability purposes.*

Thank you for your consideration of our proposal. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

**Rebecca Cummings**  
 Assistant Director of Government Accounts



**Addendum 1**

**TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY  
Bid # 2021-009 PW**

This **Addendum 1** dated **March 31, 2021** supersedes and takes precedence over specifications for the above listed bid, which shall remain in full force and effect, except as herein modified:

**General Notes and Clarifications:**

**Item 1:**

On the Specification Response Form, in the Bid Line Items Section remove Line Item 3 "Snow Plow Alternate". The Snow Plow or connections for the Snow Plow will not be included in this bid or bid as an alternate on the truck.

**Item 2:**

Specification Responses should be returned before 2:00 pm on April 8, 2021. Responses will be reviewed, and vendors meeting required specifications will be invited to participate in the reverse auction, which will take place on Wednesday April 14, 2021 at 10:00 am.

Traci Dillard  
Purchasing Agent  
City of Tupelo, MS

End of Addendum 1



## TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY Bid # 2021-009PW

### UN-PRICED PROPOSAL & REVERSE AUCTION INSTRUCTIONS

- 1.) View and Download Complete Bid Package from [www.tupelomsbids.com](http://www.tupelomsbids.com). (Vendors must register for a free account and log-in to download bid documents.
- 2.) Fill out the "Specification Response Form" and the Vendor Agreement that can be found in the bid package.
- 3.) Once you have filled out the specification response form and the Vendor Agreement, you may upload them through [www.tupelomsbids.com](http://www.tupelomsbids.com), along with your unpriced proposal, and any brochures or other information that you would like to be considered for review. **Responses should be submitted no later than 2:00 p.m. on Thursday, March 25, 2021.**

Un-Priced Specification Response submissions and other submitted documents will be evaluated, and vendors meeting the required specifications will be invited to participate in the Electronic Reverse Auction process on **Wednesday, March 31, 2021 at 10:00 a.m.**

#### IF APPROVED FOR PARTICIPATION IN REVERSE AUCTION

If your company is approved to participate in the reverse auction process, you will be emailed detailed instructions regarding the reverse auction process. Pricing will only be accepted through the reverse auction process from vendors that are approved to participate in the reverse auction. Paper bids will not be considered.

For any questions regarding the reverse auction process, un-priced proposal submissions or website/bid document access, please contact Cory Dewett with PH Bidding at 662-407-0193.

**Unpriced Proposals & Response Forms Due:** March 25, 2021 at 2:00 p.m.

**Reverse Auction Date:** March 31, 2021 at 10:00 a.m.



## Reverse Auction Event Platform 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 15.**

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

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804

### TERMS OF USE

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

Instructions for completing this document can be found after the signatory page, located on Page 8. 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:

Handwritten initials in blue ink, appearing to be 'VR' or similar, written over a horizontal line.

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

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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. 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.

8 – 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.

9 – 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 information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

10 – Supplier agrees that he has no right to transfer this one-time use license.

11 – 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.

12 – 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.

13 – 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.

14 – 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.

15 – 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 30 calendar days of payment by the Buyer to the winning vendor for equipment, materials or other items. 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 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.

16 – 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

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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.

17 – 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.

18 – 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.

19 – 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 perjury, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company or Individual represented: Truckmark

Authorized Signatory (Printed Name): Rebecca Cummings

Signature: [Handwritten Signature]

Title of Authorized Signatory: Asst. Director of gov't Accts

Date: 4.1.21

Initials [Handwritten Initials]


**Billing Information:**

Billing Contact Name: Rebecca Cummings  
 Email Address: Rebecca@truckwest.com  
 Physical Address: 330 Leggett Dr.  
Pi  
 City: Richland  
 State: MS  
 Cell Phone: 601 260 2999  
 Landline: 601 420 4470

Witnessed (Printed Name): Olliv Bailey  
 Witnessed (Signed): Olliv Bailey

Return this Agreement, with all pages initialed in the space provided at the bottom right corner along 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 email the completed, signed and initialed pages to [cory@phbidding.com](mailto:cory@phbidding.com). For questions regarding this agreement, the reverse auction process, or the bid item(s), you may contact PH Bidding at 662.407.0193.

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<b>CITY OF TUPELO, MS</b> <b>TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY</b>	
<b>Specification Response Form</b>	

**TERMS AND CONDITIONS**

**INTENT:**  
This specification shall describe a Tandem Axle Dump Truck to be used in a municipal setting.

**ABOUT THIS DOCUMENT:**  
This document, titled a Specification Response Form, is the form by which vendors shall respond to this bid opportunity. Vendors may be required to include other documents, including warranty or other information in order to be considered responsive.

**GENERAL TERMS:**  
All equipment furnished under this contract shall be unused. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to applicable Safety Standards. One or more units shall be purchased via this bid.

**GUARANTEE:**  
All units shall be covered by the manufacturer standard warranty. Other warranty conditions may apply.

**BID QUOTATION:**  
Bidders shall complete every space in the specification bidder’s proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the “NO” column must be checked and a detailed description of the deviation from the specification to be supplied.

**DELIVERY:**  
Delivery shall be FOB to the Purchasing Entity with vendor assuming all liabilities for the transport of the unit to the destination:  
City of Tupelo, MS  
**Public Works**

**QUANTITY:**  
Quantity determined by unit. Quantities may vary. The Purchasing Entity reserve the right to alter quantities and purchase more or less of any one item or all items.

**UNIT AND MODEL EQUIVALENT:**  
Where model numbers are used, they are used for the sole purpose of illustrating the design and functionality of the unit. In no way is a model name or manufacturer used or meant to indicate a preference for one manufacturer over another. The City of Tupelo reserves the right to accept any variances in these specifications at their discretion as long as the equipment offered meets the functionality required by the City of Tupelo.

**SUBMISSION OF SPECIFICATION RESPONSE FORMS:**  
Vendors shall complete this form and submit it electronically through [www.tupelomsbids.com](http://www.tupelomsbids.com) on or before the Specification Response due date and time below.

**BID PROCESS:**  
This bid event is being conducted by reverse auction, which is a bid process during which vendors compete for the Purchasing Entity’s business in real time. A timer is set for an initial period of 30 minutes, during which vendors may place bids and receive feedback in the form of a rank (rank will be displayed in brackets adjacent to the vendor’s input pricing per line item, as well as a total rank for the group of items together. In our format, a second-place rank would appear as such: [2]). Vendors may reduce their price as many times as they choose to do so. Within the final three minutes of the bid timer, any bid placed shall trigger an extension of an additional three minutes.  
Vendors may contact Cory Dewett with PH Bidding Group with questions or training regarding the bid process or website usage.

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

<b>PH BIDDING CONTACT:</b>			
Vendors who have questions or comments regarding this specification may direct them to:			
Cory Dewett 662-407-0193 <a href="mailto:cory@phbidding.com">cory@phbidding.com</a>			
<b>PERFORMANCE DATES:</b>			
Advertise: March 2, 2021			
Advertise: March 9, 2021			
Specification Responses Due: March 25, 2021 before 2:00 p.m. Local Time			
Reverse Auction Date: March 31, 2021 at 10:00 a.m. Local Time			
<b>Bid Line Items:</b>			
Line Item 1 – Purchase Price for (1) New Tandem Axle Dump Chassis with Mounted Dump Body			
Line Item 2 – Delivery Time (In Days Only)			
Line Item 3 - Snowplow Alternate (Should include Snowplow, plow bracket, and all hyd. and electrical connections already plumbed on the truck as an add alternate)			
<b>SPECIFICATIONS</b>			
Please acknowledge in the boxes to the right where required. Any Variance from the specifications should be listed in the box to the right.			
<b>1.0 Chassis</b>	Yes	No	Variance (If Any)
2021 or newer Year Model	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2022
In the box to the right, state the year, make, and model number of your offered unit:	2022 K/W T370		
<b>2.0 Engine</b>	Yes	No	Variance (If Any)
Minimum 325 HP 750 Lb/Ft Torque @ +/- 1800 RPM Cummins Diesel Engine	<input checked="" type="checkbox"/>	<input type="checkbox"/>	needs 300/1150
In the box to the right, state the Manufacturer, Model, and HP of your offered engine	P P-9 Cummins		
Vertical tail pipe with guard, RH mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>3.0 Transmission and Equipment</b>	Yes	No	Variance (If Any)
Allison 4500 RDS with PTO for Automatic Trans Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3000 RDS
Allison vocational package 223 - available on 3000/4000 product families with vocational models RDS, HS, MH and TRV	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Allison vocational rating for concrete mixer applications only available with 3000 product families	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Secondary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Secondary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Secondary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Engine brake range preselect recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine brake range alternate preselect recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fuel sense 2.0 disabled - performance - table based	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Driver switch input - default - no switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vehicle interface wiring connector with PDM and blunt cuts, at end of frame	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electronic transmission customer access connector firewall mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Chelsea 280 series PTO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO mounting, rh side of main transmission	<input type="checkbox"/>	<input type="checkbox"/>	
Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Push button electronic shift control, dash mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transmission prognostics - enabled 2013	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Water to oil transmission cooler, in radiator end tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transmission oil check and fill with electronic oil level check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Synthetic transmission fluid (TES-295 compliant)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.0 General Dimensions</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Body Length – 16 foot Square Body	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Inside Width – 87"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Side Height – 48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tailgate Height – 56"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Front Height – 56"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Body Sides – 10 Gauge A1011 Hi Tensile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Body Floor – 3/16" A 1011 Hi Tensile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tailgate – 10 Gauge A1011 Hi Tensile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Top Rail – 4" Square Tubing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Water Level Capacity – 17 Yard – Front and Tailgate Capacity shall be 19 Yard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Longitudinal – 5" Channel with Cross Member at 4" Channel on 12" Centers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cab Shield – 24" with 4" Integral Wind Deflector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Hoist – NTEA Rated Class 120 Front Telescopic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HYD Pump – 85CC Gear Pump to be Integrally mounted to PTO with Air Tipper Valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO – Two Gear, Direct Mount, Electric/Hydraulic Shift for Allison Transmission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Controls – Electric/Hydraulic Air	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All Welds to be Continuous – Unibody Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Lights/Reflectors – Meet FMVSS108 with Four Corner LED Warning Light System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• 2 Amber Warning Light in Cab Shield	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• 1 Amber Warning Light on Each Rear Post	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• In-Cab Switch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
10" Full Depth Rear Corner Post and Skirt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Backup Alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sideboards @ 8" Hardwood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8" Dump Apron	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mud Flaps – Rear of Tandem Axles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Finish: Phosphate wash, epoxy primer and painted gloss black urethane enamel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primed and Finish Painted with Epoxy Urethane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
30T Rigid Pintle Hook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>5.0 Features</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Exterior/Interior Steps, Chrome Bumper	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
In-Cab Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cable to Pump Air Shaft PTO Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air Actuated Tailgate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tailgate Spreader Chains	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6" Telescoping Hoist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Backup Alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Body Up Indicator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>6.0 Front Axle and Suspension</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Detroit DA-F-12.0-3 12,000# ff1 71.5 KPI/3.74 Drop Single Front Axle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds 16
DTNA 15x4 q+ cam front brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14.5 x 6
Non-asbestos front brake lining	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet cast iron front brake drums	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Front oil seals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vented front hub caps with window, center and side plugs - oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard spindle nuts for all axles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DTNA automatic front slack adjusters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TRW THP-60 power steering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Power steering pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2 Quart see through power steering reservoir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Current available synthetic 75w-90 front axle lube	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12,000# mono Taperleaf front suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds 16

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Maintenance free rubber bushings - front suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Front shock absorbers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>7.0 Rear Axle and Suspension</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
mt-40-14x 40,000# r-series tandem rear axle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.29 rear axle ratio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5.57
iron rear axle carrier with optional heavy duty axle housing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
mxl 17t DTNA extended lube main driveline with half round yokes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
mxl 17t DTNA extended lube interaxle driveline with half round yokes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(1) interaxle lock valve for tandem or tridem drive axles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
blinking lamp with each interaxle lock switch, interaxle unlock default with ignition off	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DTNA 16.5x7 q+ cast spider cam rear brakes, double anchor, fabricated shoes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
non-asbestos rear brake lining	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
asphalt spreader clearance rear brake geometry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet cast iron rear brake drums or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
rear oil seals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haldex Goldseal Longstroke 2-drive axles spring parking chambers or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haldex automatic rear slack adjusters or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
current available synthetic 75w-90 rear axle lube	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Hendrickson rt403 @40,000# rear suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Hendrickson RT/RTE - 7.19" saddle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard axle seats in axle clamp group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
52 inch axle spacing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steel beams and rubber center bushings with bar pin adjustable end connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fore/Aft control rods	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>8.0 Brake System</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Air brake package	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Wabco 4s/4m abs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Reinforced nylon, fabric braid and wire braid chassis air lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fiber braid parking brake hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard brake system valves	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard air system pressure protection system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard US front brake valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Relay valve with 5-8 psi crack pressure, no rear proportioning valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BW ad-9 brake line air dryer with heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air dryer frame mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Steel air brake reservoirs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	cast
Pull cables on all air reservoir(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>9.0 Frame</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
11/32x3-1/2x10-15/16 inch steel frame (8.73mmx277.8mm/0.344x10.94 inch) 120KSI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Yield Strength: 120,000 PSI or equivalent or greater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Two (2) Front tow hooks. 2 Rear tow hooks. Trailer towing – Rear End of Frame	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>10.0 Chassis Equipment</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Fender and front of hood mounted front mudflaps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Painted Steel Bumper with collapsible ends or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>11.0 Fuel Tanks and Equipment</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Fuel filter/water separator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Reinforced nylon fuel hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum 50 Gallon Fuel Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds 75
Minimum 10 Gallon DEF Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds 11
<b>12.0 Tires, Hubs, and Wheels</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Continental hsr2 11r22.5 14 ply radial front tires or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	35/80R22.5 exceed
Continental hsr2+ 11r22.5 14 ply radial rear tires or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet preset plus premium iron front hubs or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet preset plus premium iron rear hubs or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Maxion wheels 90262 22.5x8.25 10-hub pilot 6.19 inset 5-hand steel disc front wheels or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Maxion wheels 90262 22.5x8.25 10-hub pilot 5-hand steel disc rear wheels or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>13.0 Cab Exterior</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Conventional Steel or Aluminum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air cab mounts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Grab handles LH/RH	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air horn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dual door mounted heated mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LH/RH 8" Heated convex mirrors; Bright finish, mounted under primary mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Door locks and ignition switch keyed the same	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(5) amber marker lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Integral stop/tail/backup lights – LED Push-In Lights – 6" Round	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard front turn signal lamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dual west coast molded-in color mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds and mounted
Standard side/rear reflectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dual level cab entry steps on both sides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

14.0 Cab Interior	Yes	No	Variance (if Any)
Cloth, Vinyl or Leather interior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Valeo HD A/C Refrigerant Compressor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Heater, defroster, and air conditioner with R-134A Freon, No Exceptions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dome light with 3-way switch activated by LH and RH doors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adjustable steering wheel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2 Man Toolbox mid back non suspension passenger seat	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
LH and RH Integral Door Panel Armrests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adjustable tilt and telescoping steering column	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Driver and passenger interior sun visors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15.0 Instrumental Panel and Controls	Yes	No	Variance (If Any)
Cruise control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary and secondary air pressure gauges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Intake mounted air restriction indicator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Diagnostic interface connector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine and trip hour meters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine coolant temperature gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transmission oil temperature gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Low air pressure light & buzzer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electric fuel gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electric engine oil pressure gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electronic speedometer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
AM/FM/WB/CD/Bluetooth Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	no CD
Unit shall be prewired for CB Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
75 MPH Road Speed Limit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	74
PTO mode brake override - service brake applied	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO mode cancel vehicle speed - 5 mph	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO governor ramp rate - 250 rpm per second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Two remote PTO speeds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO speed 1 setting - 700 rpm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO speed 2 setting - 900 rpm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO minimum RPM - 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Regen inhibit speed threshold - 5 mph	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

16.0 Paint	Yes	No	Variance (If Any)
Cab/Body Color: Silver w/Clear Coat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Chassis: Black	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17.0 Warranty and Service	Yes	No	Variance (If Any)
3 Year/100,000 Miles Parts on Major Components – Provide a Listing of All Covered Components. Chassis warranty shall also cover Suspension System, Ignition System, AC/Heating Systems, Drive Shafts, Wiring, Fuel System, Steering System, Exhaust System, Instrument and Gauges, Transfer Case Mounts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DPF Cleaning for 3 Years – Dealer must pick up unit at Buyer’s location, returning it when DPF cleaning is complete.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3 Year 100,000 Mile Full Engine Warranty with \$0 deductible. Includes Injectors, Pumps, Aftermarket System Doc & Housing, SCR Catalyst & Housing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Response time for warranty claims shall be closely monitored by the City of Tupelo. Units with warranty issues shall be diagnosed within 48 hours of arrival at the dealership. Parts for warranty repairs, if not in dealer stock, shall be ordered within 24 hours of diagnoses. Dealer shall communicate with City as to the expected return date of unit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Towing to 36-months – Service call to the vehicle or towing to the nearest dealership for a non-drivable unit in conjunction with a warrantable failure: Equivalent plans with minor deviations are acceptable, as long as the deviations are clearly noted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Virtual technician system or equivalent. Please attach a separate sheet or brochure to describe your virtual technician system. This document shall be part of the bid package.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18.0 Specification Response Form Complete Document Checklist	Yes	No	Variance (If Any)
Include all below documents in order for your Specification Response Form to be considered:			
Equipment Brochure Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Written Warranty Information Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PH Bidding Supplier Agreement Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Company Name: <i>Trenchwork</i>			
Representative: <i>Rebecca Cummings</i>			
Billing Address: <i>330 W 88th Dr.</i>			
Company Phone: <i>601 420 4470</i>			
Representative Cell: <i>601 260 2959</i>			
Email: <i>Rebecca@trenchwork.com</i>			



# TRUCKWORX

Item # 20.

**CHASSIS NUMBER:** 101161    **Plant:** M    **MODEL:** 0000370    **CUSTOMER NAME:** OX BODIES INC1    **TENTATIVE DATE:** 05/31/21

**REPORT DATE:** 04/01/21  
**CHASSIS NUMBER:** 101161    **MODEL:** 0000370    **PLANT CODE:** M  
**DEALER NO:** K415    **OPS STAT:** 04/01/21  
**PRESENT ID-1:** T370 SPEC1 TA DUMP    **CUSTOMER PO:**  
**DEALER NAME AND ADDRESS:**    **CUSTOMER NAME AND ADDRESS:**  
TRUCKWORX HOLDING COMPANY    5X1F  
2220 FINLEY BOULEVARD    OX BODIES INC1  
BIRMINGHAM  
AL 35234

**SHIPPING DESTINATION:**  
SEE INSTRUCTIONS

**STARTING CHASSIS NO:** 101159    **ENDING CHASSIS NO:** 101166  
**REQUESTED:** 05/24/21    **PRICE EFFECTIVE DATE:** 01/01/20  
**TENTATIVE DATE:** 05/31/21    **FIRM DATE:**

**WHEELBASE:** 201.00    **CAB TO AXLE:** 133.00  
**CAB TO END OF FRAME:** 213.00    **AXLE TO BACK OF CAB:** 68.00

OPTION	DESCRIPTION	PUB	WGT
	<b>BASE MODEL</b>		
0000370	T370 SERIES CONVENTIONAL	P	9508
0070006	T370 CLASS 7 MED DUTY CONVENTIONAL	P	0
0080050	CARB IDLE EMISSIONS REDUCTION FEATURE FOR PX-7 and PX-9	P	0
0090017	MEDIUM DUTY 6X4 AUTOMATIC	P	0
	<b>ENGINE AND ENGINE EQUIPMENT</b>		
0130207	PX-9 360 360@1650 1150@1200, 2021 W/ TURBO EXH BRK	P	564
N0920	C399 120...STANDARD MAXIMUM SPEED LIMIT		
N0922	C402 0.....EXPIRATION DISTANCE (N207)		
N0926	C121 74....MAX VEHICLE SPEED IN TOP GEA		
N0930	C128 74....MAX CRUISE CONTROL SPEED		
N0936	C400 252...RESERVE SPEED FUNCTION RESET		
N0938	C334 0.....MAXIMUM CYCLE DISTANCE (N202)		
N0940	C401 10....MAXIMUM ACTIVE DISTANCE (N20)		
N0942	C333 0.....RESERVE SPEED LIMIT OFFSET (		
N0944	C234 YES...ENGINE PROTECTION SHTDWN		
N0946	C231 NO....GEAR DOWN PROTECTION		
N0948	C132 1400..MAX PTO SPEED		
N0950	C239 NO....CRUISE CONTROL AUTO RESUME		
N0952	C238 NO....AUTO ENGINE BRAKE IN CRUISE		
N0954	C395 0.....EXPIRATION DISTANCE (N209)		
N0956	C225 YES...ENABLE IDLE SHUTDOWN PARK BR		
N0958	C133 5.....IDLE SHTDWN TIME		
N0960	C396 YES...ENABLE IMPENDING SHUTDOWN WA		
N0962	C397 60....TIMER FOR IMPENDING SHUTDOWN		
N0964	C206 35....ENGINE LOAD THRESHOLD		
N0968	C233 NO....IDLE SHTDWN OVERRIDE		
N0972	C382 YES...ENABLE HOT AMBIENT AUTOMATIC		
N0974	C188 40....LOW AMBIENT TEMPERATURE THRE		
N0976	C189 60....INTERMEDIATE AMBIENT TEMPERA		
N0978	C190 80....HIGH AMBIENT TEMPERATURE THR		
1000151	PREMIERSPEC	U	0



# TRUCKWORK

Item # 20.

1000243	PT Optimization analysis: Performance power before economy results	P	0
1000254	Customer's Typical Operating Spd:65 MPH	P	0
1000684	Effective VSL Setting NA	P	0
1000858	Engine Idle Shutdown Timer Disabled	P	0
1000859	Enable EIST Ambient Temp Ovrerule	P	0
1000891	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	P	0
1002060	Air compressor:18.7 CFM FOR Cummins AND PACCAR PX engines.	P	0
1031130	AIR CLEANER: DONALDSON DRY TYPE	P	0
1099301	PRE-CLEANER FOR ALL AIR CLEANERS & HVAC MD, NOT AVAIL W/ EMBER SEPARATOR	P	13
1105230	Fan Hub: Horton 2-Speed for ISL9, ISL-G PX-8 or PX-9	P	0
1121200	Cooling module 1000 sq in T170/T270/T370/T470	P	0
1160205	BUG SCREEN FRT OF GRILLE C500,T800,T880 W900 BEHIND GRILLE T660,T680,T700,T300	P	2
1247261	EXH: 2021 PX-9 RH UND DPF/SCR W/ SING VERT RH SOC TP	P	0
1290124	Tailpipe: 5" Single 24" 45 Deg Curved	P	2-
1321145	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	P	0
1321200	Run Aid:None *For Fuel Filter	P	0
1321305	Start Aid:12V Heat *For Fuel Filter	P	0
1504006	ENGINE BLOCK HTR: 120V 750W FOR PX-7, 1000W FOR PX9 and ISL9	P	2
1816260	Alternator: PACCAR 160 amp, brush type	P	0
1821210	BATT: 3 PACCAR GP31 THR (700-730) 2100-2190 CCA DUAL PURPOSE BATTERIES	P	57
1836106	MITSUBISHI 105P55 12V STARTER W/CUMMINS AND PX ENGINES	P	0
1900082	MULTI FUNCTION ENG CONN FOR BODY BLDR for Cummins	P	0
1900976	Body builder Ctrl harness coiled EOF F/ C/I remote throttle and PTO ctrls <b>MAIN TRANSMISSION AND CLUTCH</b>	P	2
2011205	TRANS:ALLISON 3000RDS 6 SPD GEN 5,W/PTO 124058 3/23/2021 11:36:57 AM	P	291
N2060			
2406452	D/L: 2 DANA SPL170XL W/ 1 CB REQ 3500057 W/ TANDEM	P	95
2409916	CB C/M: 1 BOLTED, USE W/ 2 DRIVELINES W/ 1 CB, REPL STD C/M REQ W/ 13K+ FR	P	11
2410018	TORQUE CONVERTER INCLD W/ALLISON TRANS	P	0
2410019	TRANSMISSION APPROVAL RECEIVED, SEE NAR NARRATIVE N2060 FOR RECEIVAL DATE	U	0
2410033	ALLISON AUTOMATIC SCAAN COMPLETED	U	0
2410204	Delete Allison Fuel Sense	P	0
2410244	J1939 Park Brake Auto Neutral	P	0
2410428	ALLISON GEN 5 RDS PACKAGE 180 FOR 3000, 3500, 4000, 4500, 4700 TRANS	U	0
2410499	TORQUE CONVERTER:TC421 F/3000 SERIES USE WITH MD, 3000 & 3500 EVS, HS & RDS	U	0



# TRUCK WORK

Item # 20.

2429358	Trans PTO Rear Trans Supt Spring(s)	P	0
	<b>FRONT AXLE AND EQUIPMENT</b>		
2504160	FR DANA SPCR D1600 16K	P	119
2603006	FR BRKS INCLUDED W/FR HUB PKG	P	0
2703016	FR 16K AIR BRKPKG:BENDIX 16.5X6BRKS,CST DRUM10BLT IRN PRESET HP HUB,HUBCAP& SLX	P	75
2864026	FR SPRG TAPERLEAF 16K 2 STAGE W/SHOCKS T370 W/16K FR AXLE	P	172
2895300	PWR STRG DUAL GEARS F/AIR BRKS 16K	P	77
2899336	PWR STRG COOLER RADIATOR MTD	P	11
	<b>REAR AXLE AND EQUIPMENT</b>		
3124404	RR DANA SPCR DSP41P 40K DUAL 7/16" HVY-WALL HSG/INDUCT HARDENED SPINDLE	P	2341
3200557	REAR AXLE RATIO-5.57	P	0
3300002	RR BRK:INCLUDED W/DUAL HUB PACKAGE	P	0
3403008	46K AIRBRKPKG:16 1/2X7 BRKS, CAST DRUMS IRON 10BLT PRESET HUB PILOT HUBS& SLX	P	0
3485207	RR SPRING BRK:3030 LONGSTROKE DUAL	P	0
3495226	ABS:BENDIX 4S/4M FR WHL+2 GRP RR WHL*AVL ONLY W/AIR BRK	P	0
3500002	REAR AXLE APPROVAL RECEIVED*SEE N3840 FOR DATE OF RECEIPT*	U	0
3500057	I/A D/L: 1 DANA SPL170XL USE 3500060 FOR TRIDEM	P	4-
3532130	WHEEL DIFF LOCK: DSH44/DSP40/41/D40155 FWDRR&RRRR	P	37
3739202	CHALMERS 854-40-XL-HS 40K DUAL 54" AS MED DUTY, UNDERSLUNG, HIGH CG	P	476
3832026 N3840	SHOCK ABSORBERS: CHALMERS, MAX CAP 52K DA-21-05778-001 3/23/2021 12:02:50 PM	P	35
	<b>TIRES, WHEELS &amp; RIMS</b>		
4070009	FR BR R249 315/80R 22.5 20PR PART: BR004169 FET: 110	P	18
4277513	RR BR M760 ECOPIA 11R22.5 14PR DR PART: BR247933 FET: 200	P	132
4900008	CODE-REAR TIRE QTY 08.		
5045280	FR WHL ALCOA 89U64 22.5X9 AL ULTRA ONE WHL	P	24-
5243363	RR WHL ALCOA 88267 22.5X8.25 AL HUB PIL, LVL1	P	176-
5900008	CODE-REAR RIM QTY 08.		
	<b>FRAME AND EQUIPMENT</b>		
6054410	FRAME RAILS: 10-5/8 X5/16" STL 309-380" SECTION MOD:14.80, RBM:1,776,000 LBS	P	0
6279005	LOCATE PART INSERT UNDER CAB TO EOF	P	0
6289325	PART STL INSERT 10-5/8" OR 10-3/4" STL OVER 10' TO 25'-OR PARTIAL 2ND INSERT	P	571
6308715	BUMPER: AERODYNAMIC, CHROME REQS BUMPER SETTING CODE	P	0
6319409	40.9 INCH BUMPER SETTING *REQS BUMPER CODE	P	0
6321005	REMOVABLE FRONT TOW HOOKS: 2	P	15
6390103	FRT MUDFLAPS	P	0
6391210	Custom Frame Layout: 10-24 chassis	P	0
N6390	6391234 OX BODY CFL OX BODY CFL IOC		
6400634	BATT BOX: CANTLVR ALUM BOC, PNTD SMOOTH	P	2



# TRUCKWORK

Item # 20.

	ALUM COVER		
6409902	BATTERY BOX LOCATION: RH SIDE	P	15
6451059	T270/T370: NON-POLISH DPF/SCR COVER	P	0
	CAB ACCESS RH UNDER		
6490124	5-PC BOLTED C/M ASSY W/ 16MM FRAME	P	33-
	FASTENERS, CENTER AND REAR FRAME		
6490427	ALUMINUM UNDERBELL C/M	P	20
	NON-DRIVE FRT AXLE 16K & GREATER, T370		
6490430	BOLTED RR CAB SUPPORT C/M, REPL T3 STD	P	18
6679821	2021 EPA EMISSIONS ENGINE	U	0
6679860	FINAL EOF CUT-OFF DIMENSION WILL BE	P	0
	MODIFIED TO 61 IN TO 65 IN		
6742009	SQUARE END OF FRAME: W/O C/M	P	0
	<b>FUEL TANKS AND EQUIPMENT</b>		
7010075	FUEL TANK: 75 US GAL 22" AL UND RPL	P	11-
N7210	CFL F/T:LAYOUT IDENTICAL TO PREV		
N7211	CFL F/T:CHASSIS 452498		
7722011	DEF TANK: SMALL ROUND	P	0
	11 GAL USABLE *2013 OR LATER		
7831008	F/T STEPS: 6" WIDE LOWER*1 22" OR 24.5"	P	2
	TANK LH		
7840015	POLISH ONLY: 1 ALUMINUM TANK	P	0
7840038	POLISHED COVER: 1 DEF TANK ANY SIZE	P	2
7889061	POL STRAPS: 1 TANK ANY SIZE	P	0
7889203	DEF TO FUEL FILL RATIO 2:1 OR GREATER	P	0
7889604	DEF TANK LOC: LH	P	0
	7920075		
	<b>CAB AND EQUIPMENT</b>		
8024310	CAB: CONVENTIONAL*CURVED GLASS*	P	0
	C5: INCL HD REINFORCEMENTS*		
8080137	CAB DOOR BEARING BLOCKS: TOP & BOTTOM	P	0
8090310	HOOD: SLOPED AERODYNAMIC W/GRILLE &	P	0
	SEPARATE BUMPER		
8108010	HEATER/AIR COND W/INTEGRAL DEFROSTERS & P	P	0
	5 MODE ROTARY CTRLS*CAB ONLY NO SLPR*		
8201200	STRG COLUMN:ADJ TELESCOPNG TILT*CODE	P	11
	F/18" STRG WHEEL*		
8205118	INFO FOR C/I PTO: CHELSEA 277	P	0
	10-BOLT		
8205123	SW, wir'g W/GUARD FOR C/I ELECT-OVER	P	0
	HYD PTO. Wir'g routed on LH frame for		
8205139	KW DOES NOT GUARANTEE PTO CLEARANCE W/ U	P	0
	ALLISON TRANSMISSIONS		
8208496	SW: 3 SPARES WIRED TO POWER	P	0
8220106	GAU: AIR FILTER RESTRICTION DASH-MT	P	0
8222712	GAU: FUEL FILTER RESTRICTION	P	0
8226667	GAU: OIL TEMP MAIN TRANSMISSION	P	0
8282004	Kenworth Driver Information Center	P	0
	(Highline display)		
8282009	INSTRUMENT PACKAGE	P	0
8282990	FULL BURL WOOD DASH PANELS	P	0
8330013	INTERIOR: CAB APEX	P	0
8410481	DR SEAT: KW AIR-CUSHION PLUS IB MORDURA	P	0
	INCL DUAL ARMRESTS & SUSPENSION COVER		
8480481	RD SEAT: KW AIR-CUSHION PLUS IB MORDURA	P	33
	INCL DUAL ARMRESTS & SUSPENSION COVER		



# TRUCKWORK

Item # 20.

8490170	SEAT COLOR:ALL JET BLACK*NOT 2-TONE*	P	0
	USE ONLY W/KENWORTH SEATS*OTHER SEATS		
8601432	KENWORTH RADIO DEA710 AM/FM/WB/USB, BLUETOOTH	P	0
8699916	DASH MT CB ASSY WITH LEADS & ANTENNAS Incls dual antenna leads & dual antenna	P	4
8700083	UNDERDASH CNTR CONSOLE*2 CUPHOLDER/1 ASHTRAY/1 LIGHTER/1 12V OUTLET/STORAGE	P	0
8700154	TURN SIGNAL SWITCH: SELF-CANCELLING W/ HEADLIGHT DIMMER	P	0
8800400	GRABHANDLE:1 LH INSD DOOR FRAME ABOVE DASH	P	0
8800401	GRABHANDLE:1 RH INSD DOOR FRAME ABOVE DASH	P	2
8800733	GRABHANDLE:1 LH W/SHORT EXT OVER DOOR RPL STD (OPTION 21)	P	4
8800734	GRABHANDLE:1 RH W/SHORT EXT OVER DOOR RPL STD	P	4
8832115	DAYLITE DOOR: LH/RH INCLDS RH PEEPER WINDOW	P	0
8841618	AIR HORN: DUAL RECT 23" LH/RH ROOF INCL AIR HORN COVERS	P	11
8850210	CX MIRR: DUAL SS 7-1/2" MIRR BKT OFFSET STUD MOUNTING * NON-HTD	P	0
8850300	Look-down, pass. Door,Stainless 8.5x4.4	P	0
8867202	MIRROR: DUAL MOTO HTD*SW ON DOOR PAD* *LH/RH MOTORIZED*AERODYNAMIC	P	4
8869005	MIRROR BRKT: DUAL 8-1/2'	P	0
8879213	WINDOW LIFT: ELEC POWERED LH/RH SIDE SW LOCATED ON DOOR PAD	P	0
8879911	RR CAB WINDOW: (2) 17.5"X16" CORNER + 1 17"X36" FIXED CTR; NA W/SLPR/SIDE EXT	P	24
8890135	SUNVISOR:EXTERIOR STAINLESS STEEL <b>LIGHTS AND SIGNALS</b>	P	11
9010801	HEADLAMPS: DUAL HALOGEN	P	0
9022137	MARKER: 5 RECTANGULAR LED	P	0
9030010	TURN SIGNAL:CONV FENDER-MTD	P	0
9070138	COMB:STOP/TAIL/TURN/BACKUP LIGHTS RH/LH	P	0
9090000	DAYTIME RUNNING LAMPS	P	0
9090126	BACKUP ALARM: ELECTRIC	P	4
9090312	BODY BUILDER HARNESS COILED EOF FOR ADDIT. C/I:TAIL,TURN,STOP,MARKER LIGHTS	P	0
9090845	CIRCUIT BREAKERS: TO REPLACE FUSES *DOES NOT APPLY TO ANY 5-AMP FUSE*	P	0
	<b>AIR EQUIPMENT</b>		
9101218	AIR DRYER: BENDIX AD-HF HTD PURAGUARD	P	0
9108001	MOISTURE EJT VLV: PULL CABLE DRAIN	P	0
9110020	FULL TRUCK KIT	P	15
9140254	Locate air dryer inside RH rail BOC. (Req custom frame L/O code)	P	0
9140288	AIR TANKS CLEAR OF TRANS AREA (Req custom frame L/O code)	P	0
9140328	TRAILER ABS ELECT SUPPLY THRU SAE J560 7 PIN CONNECTOR (PER TMC RP137)	P	0
N9120	CFL A/D:INSIDE RH FRAME RAIL		
N9150	CFL A/T:NO AIR TANKS AFT OF RR		



# TRUCKWORK

Item # 20.

N9151	CFL A/T:DRIVEAXLE; NO AIR TANK LH & RH		
N9152	CFL A/T:SIDEOF TRANS; NO ATS BTWN		
N9153	CFL A/T:BOTHRAIL		
	<b>OPTIONAL EXT WTY &amp; PRV MNT</b>		
9200008	BASE WARR: PACCAR PX-9 ENGINE	P	0
	24 MONTHS/250K MI/402,336 KM/6250 HRS		
9200022	BASE WARR: STANDARD SERVICE MED DUTY	P	0
	12 MONTHS/UNLMTD MI & KM		
	<b>VAN BODY AND EQUIPMENT</b>		
9210206	Marketing Fee Adjustment	U	0
9210207	Marketing Fee Adjustment	U	0
	<b>ORDER REVIEWED BY APPLICATIONS TECH:</b>		
9290170	Brad.Timmons@paccar.com	U	0
	740-774-5506		
	<b>SPECIAL EQUIPMENT</b>		
9407001	Prepaid Credit \$50	U	0
9409852	GHG Secondary Manufacturer:	P	0
	Does Not Apply		
9490003	OFF HIGHWAY/SPECIALTY COMPONENT TRUCK	P	0
	ADDITIONAL LEADTIME REQUIRED		
9490206	WARNING TRIANGLE REFLECTOR KIT: 3	P	4
	TRIANGLES IN PLASTIC CASE		
9490404	FIRE EXT: ONE 5# DRY CHEMICAL TYPE	P	11
	MTD OUTBOARD OF DR. SEAT. CLASS ABC.		
N9450	101159-101159 AA 769167EY BRIGHT ORANGE		
N9451	101160-101160 AA L6551EY PHANTOM GRAY		
N9452	101161-101161 AA L0006EY WHITE		
N9453	101162-101163 AA L0001EY BLACK		
N9454	101164-101164 AA L3443EY BAHAMA BLUE		
N9455	101165-101165 AA L0347EY SOVEREIGN BLUE		
N9456	101166-101166 AA L3781EY VIPER RED		
N9457	101159-101159 FR N0001EA BLACK		
N9458	101160-101160 FR N0001EA BLACK		
N9459	101161-101161 FR N0001EA BLACK		
N9460	101162-101163 FR N0001EA BLACK		
N9461	101164-101164 FR N0001EA BLACK		
N9462	101165-101165 FR N0001EA BLACK		
N9463	101166-101166 FR N0001EA BLACK		
N9464	101159-101159 FR N0001EA BLACK		
N9465	101160-101160 FR N0001EA BLACK		
N9466	101161-101161 FR N0001EA BLACK		
N9467	101162-101163 FR N0001EA BLACK		
N9468	101164-101164 FR N0001EA BLACK		
	<b>PROMOTIONS</b>		
	<b>PAINT COLOR NUMBER</b>		
9700000	PAINT COLOR NUMBER(S)	P	0
N9702	A - SEE PAINT NARRATIVES		
N9720	FRAME SEE PAINT NARRATIVES		
	<b>NOTES</b>		
9800001	***NOTE:REQUESTS PRECEDED BY N98XX ARE	U	0
	DISAPPROVED-OAR GRP #425-828-5245		
N9801	6391234 \$100		
N9802	6391234 63912050X BODY CFL		
	<b>PAINT</b>		
9943004	BUMPER UNPAINTED	P	0
9943051	Day Cab Premium Paint	P	0





Rebecca C  
Truckworx – Jackson  
330 Leggett Dr  
Richland, MS 39218  
Office: 601.939.5300  
Cell: 601.260.2999  
Email: rebeccac@truckworx.com  
www.TRUCKWORX.com

Attn: City of Tupelo

Please see Truckworx proposal below.

2022 T370 Tandem Dump Truck	
Engine Cummins PX-7	325 HP
Transmission	Allison 3000 RDS
Front Axle Dana Spicer	13k
Rear Axle(s)	40k
Rear Suspension Chalmers	40,000
Cab to Axle	133
Wheelbase	201
Tires	315/80R22.5 & 11R22.5
Wheels	Aluminum
Ratio	5.29
Fan hub on/off or Two speed fan hub	2-speed fan hub
Cooling Module	1000 square inches
Air Compressor	18.7 or greater
Alternator	160 brushless amp
Heavy Duty Aluminum Cab	116.8 BBC
Color: White	
<b>180-200 Day Delivery</b>	
<i>*Color to reflect the silver of your choice</i>	



Only offered on Kenworth Model Trucks: Bulkhead doors, fully huck-bolted cab(s), cowl mounted mirrors, rear/driver corner windows, and peeper windows. The above specifications are offered for safety and durability purposes.

Thank you for your consideration of our proposal. Please feel free to contact me if you have any questions. I look forward to providing you with "The World's Best!"

Rebecca Cummings  
Assistant Director of Government Accounts



**Addendum 1**

**TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY  
Bid # 2021-009 PW**

This **Addendum 1** dated **March 31, 2021** supersedes and takes precedence over specifications for the above listed bid, which shall remain in full force and effect, except as herein modified:

**General Notes and Clarifications:**

**Item 1:**

On the Specification Response Form, in the Bid Line Items Section remove Line Item 3 "Snow Plow Alternate". The Snow Plow or connections for the Snow Plow will not be included in this bid or bid as an alternate on the truck.

**Item 2:**

Specification Responses should be returned before 2:00 pm on April 8, 2021. Responses will be reviewed, and vendors meeting required specifications will be invited to participate in the reverse auction, which will take place on Wednesday April 14, 2021 at 10:00 am.

Traci Dillard  
Purchasing Agent  
City of Tupelo, MS

End of Addendum 1



## TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY Bid # 2021-009PW

### UN-PRICED PROPOSAL & REVERSE AUCTION INSTRUCTIONS

- 1.) View and Download Complete Bid Package from [www.tupelomsbids.com](http://www.tupelomsbids.com). (Vendors must register for a free account and log-in to download bid documents.
- 2.) Fill out the "Specification Response Form" and the Vendor Agreement that can be found in the bid package.
- 3.) Once you have filled out the specification response form and the Vendor Agreement, you may upload them through [www.tupelomsbids.com](http://www.tupelomsbids.com), along with your unpriced proposal, and any brochures or other information that you would like to be considered for review. **Responses should be submitted no later than 2:00 p.m. on Thursday, March 25, 2021.**

Un-Priced Specification Response submissions and other submitted documents will be evaluated, and vendors meeting the required specifications will be invited to participate in the Electronic Reverse Auction process on **Wednesday, March 31, 2021 at 10:00 a.m.**

#### IF APPROVED FOR PARTICIPATION IN REVERSE AUCTION

If your company is approved to participate in the reverse auction process, you will be emailed detailed instructions regarding the reverse auction process. Pricing will only be accepted through the reverse auction process from vendors that are approved to participate in the reverse auction. Paper bids will not be considered.

For any questions regarding the reverse auction process, un-priced proposal submissions or website/bid document access, please contact Cory Dewett with PH Bidding at 662-407-0193.

**Unpriced Proposals & Response Forms Due:** March 25, 2021 at 2:00 p.m.

**Reverse Auction Date:** March 31, 2021 at 10:00 a.m.



## Reverse Auction Event Platform 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 15.**

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

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804

### TERMS OF USE

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

Instructions for completing this document can be found after the signatory page, located on Page 8. 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:

Handwritten initials in blue ink, appearing to be 'VR' or similar, written over a horizontal line.

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

Initials     PAC

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. 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.

8 – 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.

9 – 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 information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

10 – Supplier agrees that he has no right to transfer this one-time use license.

11 – 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.

12 – 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.

13 – 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.

14 – 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.

15 – 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 30 calendar days of payment by the Buyer to the winning vendor for equipment, materials or other items. 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 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.

16 – 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

Initials 

**Billing Information:**

Billing Contact Name: Rebecca Cummings  
 Email Address: Rebecca@truckwest.com  
 Physical Address: 330 Lygitt Dr.  
Pi  
 City: Richland  
 State: MS  
 Cell Phone: 601 260 2999  
 Landline: 601 420 4470

Witnessed (Printed Name): Oling Bailey  
 Witnessed (Signed): Oling Bailey

Return this Agreement, with all pages initialed in the space provided at the bottom right corner along 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 email the completed, signed and initialed pages to [cory@phbidding.com](mailto:cory@phbidding.com). For questions regarding this agreement, the reverse auction process, or the bid item(s), you may contact PH Bidding at 662.407.0193.

Initials 



**CITY OF TUPELO, MS**  
**TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY**



**Specification Response Form**

**TERMS AND CONDITIONS**

**INTENT:**  
This specification shall describe a Tandem Axle Dump Truck to be used in a municipal setting.

**ABOUT THIS DOCUMENT:**  
This document, titled a Specification Response Form, is the form by which vendors shall respond to this bid opportunity. Vendors may be required to include other documents, including warranty or other information in order to be considered responsive.

**GENERAL TERMS:**  
All equipment furnished under this contract shall be unused. Accessories not specifically mentioned herein, but necessary to furnish complete unit ready for use, shall also be included. Unit shall conform to the best practice known to the trade in design, quality of material and workmanship. Assemblies, sub-assemblies, and component parts shall be standard and interchangeable throughout the entire quantity of units as specified in this invitation to bid. The equipment furnished shall conform to applicable Safety Standards. One or more units shall be purchased via this bid.

**GUARANTEE:**  
All units shall be covered by the manufacturer standard warranty. Other warranty conditions may apply.

**BID QUOTATION:**  
Bidders shall complete every space in the specification bidder's proposal column with a check mark to indicate if the item being bid is exactly as specified. If not, the "NO" column must be checked and a detailed description of the deviation from the specification to be supplied.

**DELIVERY:**  
Delivery shall be FOB to the Purchasing Entity with vendor assuming all liabilities for the transport of the unit to the destination:  
City of Tupelo, MS  
**Public Works**

**QUANTITY:**  
Quantity determined by unit. Quantities may vary. The Purchasing Entity reserve the right to alter quantities and purchase more or less of any one item or all items.

**UNIT AND MODEL EQUIVALENT:**  
Where model numbers are used, they are used for the sole purpose of illustrating the design and functionality of the unit. In no way is a model name or manufacturer used or meant to indicate a preference for one manufacturer over another. The City of Tupelo reserves the right to accept any variances in these specifications at their discretion as long as the equipment offered meets the functionality required by the City of Tupelo.

**SUBMISSION OF SPECIFICATION RESPONSE FORMS:**  
Vendors shall complete this form and submit it electronically through [www.tupelomsbids.com](http://www.tupelomsbids.com) on or before the Specification Response due date and time below.

**BID PROCESS:**  
This bid event is being conducted by reverse auction, which is a bid process during which vendors compete for the Purchasing Entity's business in real time. A timer is set for an initial period of 30 minutes, during which vendors may place bids and receive feedback in the form of a rank (rank will be displayed in brackets adjacent to the vendor's input pricing per line item, as well as a total rank for the group of items together. In our format, a second-place rank would appear as such: [2]). Vendors may reduce their price as many times as they choose to do so. Within the final three minutes of the bid timer, any bid placed shall trigger an extension of an additional three minutes.  
Vendors may contact Cory Dewett with PH Bidding Group with questions or training regarding the bid process or website usage.

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

**PH BIDDING CONTACT:**  
 Vendors who have questions or comments regarding this specification may direct them to:  
**Cory Dewett**  
**662-407-0193**  
[cory@phbidding.com](mailto:cory@phbidding.com)

**PERFORMANCE DATES:**  
**Advertise: March 2, 2021**  
**Advertise: March 9, 2021**  
**Specification Responses Due: March 25, 2021 before 2:00 p.m. Local Time**  
**Reverse Auction Date: March 31, 2021 at 10:00 a.m. Local Time**

**Bid Line Items:**

**Line Item 1** – Purchase Price for (1) New Tandem Axle Dump Chassis with Mounted Dump Body

**Line Item 2** – Delivery Time (In Days Only)

**Line Item 3** - Snowplow Alternate (Should include Snowplow, plow bracket, and all hyd. and electrical connections already plumbed on the truck as an add alternate)

**SPECIFICATIONS**

Please acknowledge in the boxes to the right where required. Any Variance from the specifications should be listed in the box to the right.

	Yes	No	Variance (If Any)
<b>1.0 Chassis</b>			
2021 or newer Year Model	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2022
In the box to the right, state the year, make, and model number of your offered unit:	2022 VW T300		
<b>2.0 Engine</b>			
Minimum 325 HP 750 Lb/Ft Torque @ +/- 1800 RPM Cummins Diesel Engine	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
In the box to the right, state the Manufacturer, Model, and HP of your offered engine	P7 Cummins 325		
Vertical tail pipe with guard, RH mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>3.0 Transmission and Equipment</b>			
Allison 4500 RDS with PTO for Automatic Trans Units	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3000 RDS
Allison vocational package 223 - available on 3000/4000 product families with vocational models RDS, HS, MH and TRV	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Allison vocational rating for concrete mixer applications only available with 3000 product families	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Secondary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Secondary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Secondary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Engine brake range preselect recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine brake range alternate preselect recommended by DTNA and Allison, this defined by engine and vocational usage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fuel sense 2.0 disabled - performance - table based	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Driver switch input - default - no switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vehicle interface wiring connector with PDM and blunt cuts, at end of frame	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electronic transmission customer access connector firewall mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Chelsea 280 series PTO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO mounting, rh side of main transmission	<input type="checkbox"/>	<input type="checkbox"/>	
Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Push button electronic shift control, dash mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transmission prognostics - enabled 2013	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Water to oil transmission cooler, in radiator end tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transmission oil check and fill with electronic oil level check	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Synthetic transmission fluid (TES-295 compliant)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>4.0 General Dimensions</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Body Length – 16 foot Square Body	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Inside Width – 87"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Side Height – 48"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tailgate Height – 56"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Front Height – 56"	<input type="checkbox"/>	<input type="checkbox"/>	
Body Sides – 10 Gauge A1011 Hi Tensile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Body Floor – 3/16" A 1011 Hi Tensile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tailgate – 10 Gauge A1011 Hi Tensile	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Top Rail – 4" Square Tubing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Water Level Capacity – 17 Yard – Front and Tailgate Capacity shall be 19 Yard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Longitudinal – 5" Channel with Cross Member at 4" Channel on 12" Centers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cab Shield – 24" with 4" Integral Wind Deflector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Hoist – NTEA Rated Class 120 Front Telescopic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HYD Pump – 85CC Gear Pump to be Integrally mounted to PTO with Air Tipper Valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO – Two Gear, Direct Mount, Electric/Hydraulic Shift for Allison Transmission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Controls – Electric/Hydraulic Air	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
All Welds to be Continuous – Unibody Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Lights/Reflectors – Meet FMVSS108 with Four Corner LED Warning Light System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
• 2 Amber Warning Light in Cab Shield			
• 1 Amber Warning Light on Each Rear Post			
• In-Cab Switch			
10" Full Depth Rear Corner Post and Skirt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Backup Alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sideboards @ 8" Hardwood	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8" Dump Apron	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mud Flaps – Rear of Tandem Axles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Finish: Phosphate wash, epoxy primer and painted gloss black urethane enamel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primed and Finish Painted with Epoxy Urethane	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
30T Rigid Pintle Hook	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>5.0 Features</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Exterior/Interior Steps, Chrome Bumper	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
In-Cab Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Cable to Pump Air Shaft PTO Controls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air Actuated Tailgate	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tailgate Spreader Chains	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
6" Telescoping Hoist	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Backup Alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Body Up Indicator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>6.0 Front Axle and Suspension</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Detroit DA-F-12.0-3 12,000# ff1 71.5 KPI/3.74 Drop Single Front Axle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	needs 13
DTNA 15x4 q+ cam front brakes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	16.5 x 6
Non-asbestos front brake lining	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet cast iron front brake drums	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Front oil seals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vented front hub caps with window, center and side plugs - oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard spindle nuts for all axles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DTNA automatic front slack adjusters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TRW THP-60 power steering	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Power steering pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2 Quart see through power steering reservoir	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Current available synthetic 75w-90 front axle lube	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12,000# mono Taperleaf front suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Maintenance free rubber bushings - front suspension	<input type="checkbox"/>	<input type="checkbox"/>	
Front shock absorbers	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>7.0 Rear Axle and Suspension</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
mt-40-14x 40,000# r-series tandem rear axle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
5.29 rear axle ratio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
iron rear axle carrier with optional heavy duty axle housing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
mxl 17t DTNA extended lube main driveline with half round yokes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
mxl 17t DTNA extended lube interaxle driveline with half round yokes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(1) interaxle lock valve for tandem or tridem drive axles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
blinking lamp with each interaxle lock switch, interaxle unlock default with ignition off	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DTNA 16.5x7 q+ cast spider cam rear brakes, double anchor, fabricated shoes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
non-asbestos rear brake lining	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
asphalt spreader clearance rear brake geometry	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet cast iron rear brake drums or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
rear oil seals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haldex Goldseal Longstroke 2-drive axles spring parking chambers or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haldex automatic rear slack adjusters or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
current available synthetic 75w-90 rear axle lube	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Hendrickson rt403 @40,000# rear suspension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>exceeds standards</i>
Hendrickson RT/RTE - 7.19" saddle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard axle seats in axle clamp group	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
52 inch axle spacing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steel beams and rubber center bushings with bar pin adjustable end connections	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fore/Aft control rods	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>8.0 Brake System</b>	<b>Yes</b>	<b>No</b>	<b>Variance (If Any)</b>
Air brake package	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Wabco 4s/4m abs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Reinforced nylon, fabric braid and wire braid chassis air lines	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fiber braid parking brake hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard brake system valves	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard air system pressure protection system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard US front brake valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Relay valve with 5-8 psi crack pressure, no rear proportioning valve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BW ad-9 brake line air dryer with heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air dryer frame mounted	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

Steel air brake reservoirs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	cost
Pull cables on all air reservoir(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>9.0 Frame</b>	Yes	No	Variance (If Any)
11/32x3-1/2x10-15/16 inch steel frame (8.73mmx277.8mm/0.344x10.94 inch) 120KSI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Yield Strength: 120,000 PSI or equivalent or greater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Two (2) Front tow hooks. 2 Rear tow hooks. Trailer towing – Rear End of Frame	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>10.0 Chassis Equipment</b>	Yes	No	Variance (If Any)
Fender and front of hood mounted front mudflaps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Painted Steel Bumper with collapsible ends or equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>11.0 Fuel Tanks and Equipment</b>	Yes	No	Variance (If Any)
Fuel filter/water separator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Reinforced nylon fuel hose	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Minimum 50 Gallon Fuel Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds : 56
Minimum 10 Gallon DEF Tank	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds 11
<b>12.0 Tires, Hubs, and Wheels</b>	Yes	No	Variance (If Any)
Continental hsr2 11r22.5 14 ply radial front tires or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Continental hdr2+ 11r22.5 14 ply radial rear tires or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet preset plus premium iron front hubs or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Conmet preset plus premium iron rear hubs or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Maxion wheels 90262 22.5x8.25 10-hub pilot 6.19 inset 5-hand steel disc front wheels or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Maxion wheels 90262 22.5x8.25 10-hub pilot 5-hand steel disc rear wheels or Equivalent	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>13.0 Cab Exterior</b>	Yes	No	Variance (If Any)
Conventional Steel or Aluminum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air cab mounts	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Grab handles LH/RH	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Air horn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dual door mounted heated mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
LH/RH 8" Heated convex mirrors; Bright finish, mounted under primary mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Door locks and ignition switch keyed the same	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(5) amber marker lights	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Integral stop/tail/backup lights – LED Push-In Lights – 6" Round	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Standard front turn signal lamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dual west coast molded-in color mirrors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	exceeds and mirror
Standard side/rear reflectors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dual level cab entry steps on both sides	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

14.0 Cab Interior	Yes	No	Variance (If Any)
Cloth, Vinyl or Leather interior	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Valeo HD A/C Refrigerant Compressor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Heater, defroster, and air conditioner with R-134A Freon, No Exceptions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Dome light with 3-way switch activated by LH and RH doors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adjustable steering wheel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Basic high back air suspension driver seat with mechanical lumbar and integrated cushion extension	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2 Man Toolbox mid back non suspension passenger seat	<input type="checkbox"/>	<input type="checkbox"/>	
LH and RH Integral Door Panel Armrests	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Adjustable tilt and telescoping steering column	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Driver and passenger interior sun visors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
15.0 Instrumental Panel and Controls	Yes	No	Variance (If Any)
Cruise control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Primary and secondary air pressure gauges	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Intake mounted air restriction indicator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Diagnostic interface connector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine and trip hour meters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Engine coolant temperature gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Transmission oil temperature gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Low air pressure light & buzzer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electric fuel gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electric engine oil pressure gauge	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Electronic speedometer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
AM/FM/WB/CD/Bluetooth Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	no CD
Unit shall be prewired for CB Radio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
75 MPH Road Speed Limit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	74
PTO mode brake override - service brake applied	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO mode cancel vehicle speed - 5 mph	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO governor ramp rate - 250 rpm per second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Two remote PTO speeds	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO speed 1 setting - 700 rpm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO speed 2 setting - 900 rpm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PTO minimum RPM - 700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Regen inhibit speed threshold - 5 mph	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

CITY OF TUPELO, MS- TANDEM AXLE DUMP CHASSIS WITH MOUNTED DUMP BODY (Continued)

16.0 Paint	Yes	No	Variance (If Any)
Cab/Body Color: Silver w/Clear Coat	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Chassis: Black	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
17.0 Warranty and Service	Yes	No	Variance (If Any)
3 Year/100,000 Miles Parts on Major Components – Provide a Listing of All Covered Components. Chassis warranty shall also cover Suspension System, Ignition System, AC/Heating Systems, Drive Shafts, Wiring, Fuel System, Steering System, Exhaust System, Instrument and Gauges, Transfer Case Mounts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DPF Cleaning for 3 Years – Dealer must pick up unit at Buyer’s location, returning it when DPF cleaning is complete.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
3 Year 100,000 Mile Full Engine Warranty with \$0 deductible. Includes Injectors, Pumps, Aftermarket System Doc & Housing, SCR Catalyst & Housing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Response time for warranty claims shall be closely monitored by the City of Tupelo. Units with warranty issues shall be diagnosed within 48 hours of arrival at the dealership. Parts for warranty repairs, if not in dealer stock, shall be ordered within 24 hours of diagnoses. Dealer shall communicate with City as to the expected return date of unit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Towing to 36-months – Service call to the vehicle or towing to the nearest dealership for a non-drivable unit in conjunction with a warrantable failure: Equivalent plans with minor deviations are acceptable, as long as the deviations are clearly noted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Virtual technician system or equivalent. Please attach a separate sheet or brochure to describe your virtual technician system. This document shall be part of the bid package.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
18.0 Specification Response Form Complete Document Checklist	Yes	No	Variance (If Any)
Include all below documents in order for your Specification Response Form to be considered:			
Equipment Brochure Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Written Warranty Information Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
PH Bidding Supplier Agreement Included:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Company Name:</b> <i>Tinkwork</i>			
<b>Representative:</b> <i>Rebecca Cummings</i>			
<b>Billing Address:</b> <i>330 W 8th Dr.</i>			
<b>Company Phone:</b> <i>(601) 470 4470</i>			
<b>Representative Cell:</b> <i>6012602999</i>			
<b>Email:</b> <i>Rebecca@tinkwork.com</i>			





**TRUCKWORX KENWORTH - BIRMINGHAM (K415)**  
**2220 FINLEY BOULEVARD**  
**BIRMINGHAM, Alabama 35234**

**Stock**

**Rebecca Cummings**  
**Cell Phone: 601-260-2999**  
**Office Phone: 601-939-5300**  
**Email: rebeccac@truckworx.com**

**Stock Order**

## Vehicle Summary

	<b>Unit</b>	<b>Chassis</b>	
Model:	T370 SERIES CONVENTIONAL	Fr Axle Load (lbs):	12000
Type:	FULL TRUCK	Rr Axle Load (lbs):	40000
Description 1:	T370 SPEC1 TA DUMP	G.C.W. (lbs):	49500
Description 2:	Clone of Chassis 101161 T370 SERIES CONVENTIONAL		
	<b>Application</b>	Road Conditions:	
Intended Serv.:	Construction: Vehicles used in the cons	Class A (Highway)	97
Commodity:	Excavated earth.	Class B (Hwy/Mtn)	2
		Class C (Off-Hwy)	1
		Class D (Off-Road)	0
	<b>Body</b>	Maximum Grade:	6
Type:	End dump.	Wheelbase (in):	201
Length (ft):	15	Overhang (in):	80
Height (ft):	13	Fr Axle to BOC (in):	68
Max Laden Weight (lbs):	4000		
		Cab to Axle (in):	133
		Cab to EOF (in):	213
	<b>Trailer</b>	Overall Comb. Length (in):	321.9
No. of Trailer Axles:	0		
Type:		<b>Special Req.</b>	
Length (ft):	0	U.S. Domestic registry, 50-state.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
	<b>Restrictions</b>		
Length (ft):	65		
Width (in):	102		
Height (ft):	13.5		

**Approved by:** \_\_\_\_\_

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

**Note: All sales are F.O.B. designated plant of manufacture.**



Sales Code	Std/ Opt	Description	Weight
<b>Model</b>			
0000370	O	<b>T370 SERIES CONVENTIONAL</b> Electric Door locks LH/RH; Ignition & doors keyed alike; Single electric horn; Single-piece windshield; Electric windshield wipers, 2-speed plus intermittent; Electric windshield washers; Steering wheel 18in. 4-spoke; Glovebox door with locking latch; Dash-mounted cruise control with switches; Turn signal switch with column-mounted dimmer; Standard gray dash panels; Slate Gray interior primary color; Dark Slate Gray seat color; Floormat; Inside sunvisor, LH/RH; Door courtesy lights; Under-dash center console with 1 cup holder, 1 ashtray & 1 lighter.	9,509
0070006	S	<b>T370 Class 7: medium-duty Conventional.</b>	0
0080050	O	<b>CARB Idle Emissions Reduction Feature for PX-7 and PX-9</b>	0
0090017	O	<b>Medium-duty 6x4 automatic.</b>	0
<b>Engine &amp; Equipment</b>			
0130109	O	<b>PX-7 325 325@2400 750@1800, 2021</b> With Turbo Exhaust Brake (VGT Brake). N09200 C399 120...Standard Maximum Speed Limit N09260 C121 74...Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO...Gear Down Protection N09580 C133 5...Idle Shtdwn Time N09680 C233 NO...Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 74...Max Cruise Control Speed N09500 C239 NO...Cruise Control Auto Resume N09520 C238 NO...Auto Engine Brake in Cruise N09780 C190 80...High Ambient Temperature Thr N09740 C188 40...Low Ambient Temperature Thre N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60...Timer For Impending Shutdown N09560 C225 YES...Enable Idle Shutdown Park Br N09420 C333 0...Reserve Speed Limit Offset ( N09380 C334 0...Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09400 C401 10...Maximum Active Distance (N20 N09220 C402 0...Expiration Distance (N207) N09540 C395 0...Expiration Distance (N209) N09760 C189 60...Intermediate Ambient Tempera N09640 C206 35...Engine Load Threshold	0
1000151	S	<b>PremierSpec</b>	0
1000254	S	<b>Customer's Typical Operating Spd: 65 mph.</b>	0
1000684	O	<b>Effective VSL Setting NA</b>	0

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1000858	O	Engine Idle Shutdown Timer Disabled	0
1000859	O	Enable EIST Ambient Temp Overrule	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1031130	S	Air Cleaner: Dry-type firewall mounted w/filter restriction indicator.	0
1099301	O	Pre-filter hood mounted for air cleaner & HVAC	13
1105260	O	Fan Hub: Horton 2-Speed for PX-7	0
1121200	S	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
1160205	O	Bug screen: Front of grille on C500 ,T800, T880, and W900. Behind grille on T680 and T300 (Medium Duty).	2
1247258	O	EXH: 2021 PX-7 RH Under DPF/SCR with Single Vertical RH SOC tailpipe	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	-2
1321109	S	Fuel Filter:PACCAR Standard Service Interval Fuel/Water Separator. 2017 and Later Emissions	0
1321200	O	Run Aid:None *For Fuel Filter	0
1321300	S	Start Aid:None *For Fuel Filter	0
1504006	O	Block heater: PACCAR 750 watt 120V for PX-7 1000 watt for PX-9 and ISL9 engines.	2
1816260	S	Alternator: PACCAR 160 amp, brush type	0
1821210	O	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	57
1836106	O	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	0
1900976	O	Body Builder Control Harness coiled EOF for customer installed remote throttle and remote PTO controls. Harness includes Remote PTO control and Remote Throttle controls. T680/T880 models do not require 12-way engine connector sales codes. All other models require (1900082 or 1900084).	2
<b>Transmission &amp; Clutch</b>			
2011205	O	Transmission: Allison 3000RDS 6-speed	291

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		w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	
2406452	O	<b>Driveline: 2 SPL170XL 1 centerbearing</b> requires 3500057 interaxle driveline.	94
2409916	O	<b>One bolted centerbearing crossmember.</b> This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	11
2410018	O	<b>Torque converter included w/Allison</b> Transmission.	0
2410204	O	<b>Delete Allison Fuel Sense</b>	0
2410244	O	<b>J1939 Park Brake Auto Neutral</b>	0
2429358	O	<b>Rear transmission support springs for</b> transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
<b>Front Axle &amp; Equipment</b>			
2502338	O	<b>Dana Spicer E-1302IL Front Axle rated 13K</b> 3-1/2in. drop.	-15
2603006	S	<b>Front brakes included w/ front hub package.</b>	0
2701015	S	<b>Front Brake: 14,600 lb. Bendix air brake</b> package 16.5x5 brakes, cast drums, iron preset 10-bolt hub pilot hubs, hub caps & slack adjusters.	0
2863015	S	<b>Front Springs: Taperleaf 12K w/ shock absorber</b> for use on 2010+ chassis w/ 22.5in. wheels only.	0
2895223	S	<b>Single power steering gear: 13.2K for air brakes.</b>	0
<b>Rear Axle &amp; Equipment</b>			
3124404	O	<b>Dual Dana Spicer DSP41P rear axle rated at 40K.</b> (DSP40P w/ heavy-wall housing) w/ 11mm housing and 1.88in. shaft diameter. Includes pump. Tandem rear axles.	2,342
3200529	O	<b>Rear Axle Ratio - 5.29.</b>	0
3300002	O	<b>Dual rear brakes included w/rear hub package.</b>	0
3403008	O	<b>46000 lb. Air Brake Pkg includes 16-1/2x7 in.</b> Brakes, Cast Drums, Iron 10-Bolt Hub Pilot Preset Hubs, Slack Adjusters & Oil Seals for use with 22.5 inch wheels	0
3485207	O	<b>Spring Brake: 3030 long stroke dual 30 square</b> inches travel. Helps keep brakes in adjustment longer.	0

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3495226	S	<b>Bendix 4S/4M anti-lock brake system.</b>	0
3500057	O	<b>Interaxle driveline 1 Dana SPL170XL</b>	-4
3532130	O	<b>Wheel Differential Lock for Dana Spicer axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle &amp; rear rear. Under Speed Interlock is standard on T680.</b>	37
3739202	O	<b>Rear suspension: Tandem Chalmers 854-40-XL-HS 40K</b> 54 in. axle spacing. Underslung. Unladen Height: 9.3 in. Laden Height: 7.6 in. Not rear air disc brake compatible.	476
3832320	O	<b>Bolted rear suspension crossmember for PRIMAAX EX single. Replaces medium duty standard.</b>	16
<b>Tires &amp; Wheels</b>			
4070036	O	<b>Front Tires: Bridgestone R284 Ecopia 11R22.5 14PR</b>	-4
4277513	O	<b>Rear tires: Bridgestone M760 Ecopia 11R22.5 14PR.</b> 42.2 in. diameter, drive. 19.6 in. SLR. Smartway certified. Code is priced per pair of tires.	136
4900008	O	<b>Rear Tire Quantity: 8</b>	0
5042285	O	<b>Front Wheel: Accuride 50344 22.5x8.25 steel</b> Steel Armor[™] powder coat, hub-pilot mount.heavy-duty 5 hand-hole hub pilot mount.	20
5243363	O	<b>Rear Wheel: Alcoa 88267 22.5x8.25 aluminum with Level One [™] finish, hub-pilot mount. 7400 lb. maximum rating. Air disc brake compatible. Code is priced per pair of wheels.</b>	-184
5853906	O	<b>Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.</b>	0
5900008	O	<b>Rear Wheel/Rim Quantity: 8</b>	0
<b>Frame &amp; Equipment</b>			
6054410	O	<b>Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.</b>	236
6279005	O	<b>Locate Partial Frame Inserts under cab to end-of-frame.</b>	0
6289325	O	<b>Partial Steel Insert: 10-5/8 in. or 10-3/4 in. main rail. Insert length is 10 - 25 ft. Adds 1,149,000 in-lb to main rail RBM. Insert weight is 2.05 lb.-in. per pair of rails.</b>	493
6308715	O	<b>Bumper: Aerodynamic Chrome Requires a bumper setting code.</b>	0
6319409	S	<b>40.9 in. Bumper setting. Requires a bumper code.</b>	0

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6321005	O	<b>Removable Front Tow Hooks: 2.</b>	15
6390103	S	<b>Front mudflaps.</b>	0
6391201	O	<b>Custom Frame Layout: one chassis</b> CFL F/T: LAYOUT IDENTICAL TO PREV CHASSIS 452498 CFL A/D: INSIDE RH FRAME RAIL CFL A/T: NO AIR TANKS AFT OF RR DRIVEAXLE; NO AIR TANK LH & RH SIDEOF TRANS; NO ATS BTWN BOTHRAIL	0
6400636	O	<b>Battery box cantilever aluminum BOC with</b> fiberglass cover.	0
6409901	S	<b>Battery box location: LH Side.</b>	0
6451059	O	<b>T270/370 Non-polished 2010 or later DPF/SCR cover</b> with cab access step assembly, RH under. End plates will be painted standard black frame color.	0
6490123	O	<b>Five-piece bolted crossmember assembly with 12mm</b> frame fasteners, center and rear frame.	-32
6490430	O	<b>Bolted Rear Cab Support Crossmember.</b> Replaces T3 standard.	17
6679821	U	<b>2021 EPA EMISSIONS ENGINE</b> <i>Narr 2021 EPA EMISSIONS ENGINE</i>	0
6679860	O	<b>Final end-of-frame cut-off dimension will be</b> modified to 61 in. to 65 in.	0
6742009	S	<b>Square end-of-frame w/o crossmember; non-towing.</b>	0
<b>Fuel Tanks &amp; Equip</b>			
7010056	O	<b>Fuel Tank: 56 US gallon 22in. aluminum under</b> replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	-19
7722011	O	<b>Small round DEF tank. 11 gallons of</b> usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7722153	U	<b>Small round DEF tank, 14 gallons.</b> <i>Narr DEF TANK: SMALL ROUND</i>	0
7831008	O	<b>6 in. wide lower fuel tank step, for one 22 in.</b> or 24.5 in. tank LH.	2
7840015	O	<b>Polish only one aluminum tank.</b>	0
7889061	O	<b>Polished stainless steel tank straps for 1 tank.</b>	0
7889203	S	<b>DEF to fuel fill ratio 2:1 or greater.</b>	0
7889604	S	<b>DEF tank location is LH.</b>	0



Sales Code	Std/ Opt	Description	Weight
7920056	O	Location: 56 gal fuel tank LH under cab	0
<b>Cab &amp; Equipment</b>			
8024310	S	<b>Cab: Curved Glass Conventional.</b> Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection (excluding T3 series), short and open check diagnostics. Warning alarm will sound when lights are left on.	0
8080137	O	<b>Cab door bearing blocks, top &amp; bottom.</b>	0
8090310	S	<b>Hood: Sloped aerodynamic hood includes grill &amp; separate bumper.</b>	0
8108010	S	<b>Cab heater: W/integral defrosters &amp; A/C 45,000</b> btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201200	S	<b>Adjustable telescoping tilt steering column.</b>	10
8205118	O	<b>Information for customer-installed PTO Chelsea</b> 277. 10-bolt. Available only with Allison 3000/4000 series transmissions.	0
8205123	O	<b>Switch &amp; Wiring for Customer-Installed PTO.</b> Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.	0
8208496	O	<b>Three spare switches: Wired to power.</b>	0
8220106	O	<b>Gauge: Dash mounted air filter restriction gauge.</b>	0
8222712	O	<b>Gauge: Fuel filter restriction gauge.</b>	0
8226667	O	<b>Gauge: Oil Temperature Gauge Transmission.</b> The NavPlus HD unit includes a virtual transmission oil temperature gauge.	0
8282004	O	<b>KW Driver Information Center: Includes fuel</b> economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0
8282009	S	<b>Instrument package: Includes speedometer,</b> tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8282990	O	<b>Full burl wood dash panels</b>	0
8330013	O	<b>Cab interior: Apex. Includes cloth headliner &amp;</b>	0

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		cab back panel, slate gray interior color, dark slate gray seats, floormats, LH/RH inside sunvisors & door courtesy lights.	
8410481	O	<b>Driver seat: Kenworth Air cushion Plus IB Mordura</b> Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	0
8478328	O	<b>Rider seat: 2 man bench Mordura.</b> Standard features include 34.5 in. wide 2-tone seat cushion w/ fixed base. Armrests are not available. Seat back is carpeted. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	61
8490170	O	<b>Seat color: All Jet Black.</b>	0
8601432	O	<b>Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth</b>	0
8699916	O	<b>Dash mounted CB assembly: W/leads &amp; antennas.</b> Includes dual antenna leads & dual antennas.	4
8700083	O	<b>Under-dash center console: W/2 cup holders, 1 ashtray, 1 lighter, 1 12V outlet &amp; a storage compartment.</b>	0
8700154	S	<b>Self cancelling turn signal: W/head light dimmer switch .</b>	0
8800400	O	<b>Grabhandle: LH inside door frame above dash.</b>	0
8800401	O	<b>Grabhandle: RH inside door frame above dash.</b>	2
8800733	O	<b>Grabhandle: LH w/ short extension over door.</b>	4
8800734	O	<b>Grabhandle: RH w/ short extension over door.</b>	4
8832115	S	<b>Daylite Door: LH/RH includes RH peeper window</b>	0
8850210	S	<b>Dual convex mirrors 7-1/2 in. w/ offset mounting, and non-heated.</b>	0
8850300	S	<b>Look-Down, Pass. Door, Stainless 8.5x4.4</b>	0
8867202	O	<b>Mirror: Dual Moto heated mirrors 7 in. x 16 in.</b> LH & RH remote controlled. Switch located on door pad.	4
8869005	S	<b>Mirror brackets 8-1/2 ft load width.</b>	0
8879213	O	<b>Electric-powered LH &amp; RH door window lifts.</b> Switch located on door.	0
8879911	O	<b>Two corner &amp; one rear cab stationary windows</b> 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	24
8890135	O	<b>Exterior stainless steel sunvisor.</b>	11

### Lights & Instruments

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9010801	S	<b>Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam</b>	0
9022137	O	<b>Marker Lights: Five, rectangular, LED</b>	0
9030010	S	<b>Turn Signal Lights: Mounted on fender</b>	0
9070138	S	<b>Combination Stop, Tail, Turn &amp; Backup Lights RH &amp; LH.</b>	0
9090000	O	<b>Daytime Running Lamps.</b>	0
9090126	O	<b>Electric Backup Alarm: Meets SAE J994 &amp; OSHA requirements.</b>	4
9090312	O	<b>Body Builder Lighting Harness Coiled End Of Frame</b> For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	0
9090845	O	<b>Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high &amp; low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.</b>	0
<b>Air Equipment</b>			
9101218	S	<b>Air Dryer: Bendix AD-HF Puraguard Heated</b>	0
9108001	O	<b>Moisture ejection valve w/ pull cable drain.</b>	0
9110020	O	<b>Full truck kit: Gladhands mounted at end-of-frame.</b> Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	15
9140254	O	<b>Locate air dryer inside RH rail BOC.</b> This code requires the use of a custom frame layout code.	0
9140288	O	<b>Air tanks: clear of transmission area.</b> This code requires the use of a custom frame layout code.	0
9140328	O	<b>Trailer ABS electric supply through SAE J560</b> 7-pin connector per TMC RP137).	0
<b>Extended Warranty</b>			
9200007	O	<b>Base Warranty - PACCAR PX-7 Engine</b> 36 months / Unlimited miles & km / Unlimited hours.	0
9200022	S	<b>Base Warranty - Standard Service Medium Duty</b> 12 months / Unlimited miles & km	0
<b>Miscellaneous</b>			
9409852	O	<b>GHG Secondary Manufacturer: Does Not Apply</b>	0

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9490003	O	<b>Additional lead time required for off highway &amp; /or specialty component truck.</b>	0
9490206	O	<b>Warning triangle reflector kit: Shipped loose.</b> Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490404	O	<b>One 5 lb. dry chemical type fire extinguisher</b> mounted outboard of driver seat. Class ABC.	11
<b>Promotions</b>			
9509669	U	<b>SPECIAL INVOICING - MARKETING FEE ADJ</b> <i>Narr SPECIAL INVOICING - MARKETING FEE ADJ</i>	0
9510448	U	<b>SPEC INVS - CUMMINS LTA PX9</b> <i>Narr SPEC INVS - CUMMINS LTA PX9</i>	0
9510475	U	<b>MD FLEET TRACKING</b> <i>Narr MD FLEET TRACKING</i>	0
9510591	U	<b>SPEC INVS - OX BODIES REBATE \$1,000</b> <i>Narr SPEC INVS - OX BODIES REBATE \$1,000</i>	0
<b>Paint</b>			
9700000	O	<b>Paint color number(s).</b>  N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0
9943004	O	<b>Bumper Unpainted</b>	0
9943050	O	<b>Day Cab Standard Paint</b>	0
9944820	S	<b>1 - Color Paint - Day Cab</b> Color will be White if no other color is specified.	0
9965510	S	<b>Base coat/clear coat.</b> The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

**Order Comments**

Total Weight

13,669

**Prices and Specifications Subject to Change Without Notice.**

Unpublished options may require review/approval.  
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

Price Level: January 1, 2021  
Deal: T370 SPEC1 TA DUMP  
Printed On: 4/6/2021 7:38:30 AM

Date: April 06, 2021  
Quote Number: QUO-724048-D8Z3M6



# AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** April 15, 2021

**SUBJECT:** IN THE MATTER OF BID APPROVAL 2021-010PW CAPITAL PAVING - CW

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**Request:**

Request for Bid Approval

2021-010PW: Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid

Two Bidders Responded

Murphree Paving	\$3,653,750.00
APAC-MS	\$3,690,250.00

We recommend for lowest and best bid – Murphree Paving

**BID TABULATION**  
**CITY OF TUPELO, MISSISSIPPI**  
**TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM**  
**2021 ANNUAL TERM BID - BID No. 2021-010PW**  
**BID DATE: 04/15/2021**

BASE BID				MURPHREE PAVING		APAC-MISSISSIPPI	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	COLD MILLING, ALL DEPTHS	SY	130,000	\$5.75	\$ 747,500.00	\$5.50	\$ 715,000.00
2	BASE REPAIR COLD MILLING	TON	2,000	\$10.00	\$ 20,000.00	\$17.00	\$ 34,000.00
3	ASPHALT SURFACE COURSE, 9.5mm MIX	TON	21,500	\$130.00	\$2,795,000.00	\$132.00	\$2,838,000.00
4	ASPHALT BASE COURSE, 19mm MIX (Patch Repairs)	LF	350	\$175.00	\$ 61,250.00	\$155.00	\$ 54,250.00
5	4" TEMPORARY TRAFFIC STRIPE, CONT. WHITE	LF	5,000	\$1.00	\$ 5,000.00	\$1.00	\$ 5,000.00
6	4" TEMPORARY TRAFFIC STRIPE, CONT. YELLOW	LF	5,000	\$1.00	\$ 5,000.00	\$1.00	\$ 5,000.00
7	GRANULAR SHOULDER MATERIAL, IN PLACE	CY	500	\$40.00	\$ 20,000.00	\$78.00	\$ 39,000.00
<b>GRAND TOTAL</b>					<b>\$ 3,653,750.00</b>	<b>\$ 3,690,250.00</b>	

Prepared By:  **Dabbs Corporation**

# *Contract Documents*

*Bid No. 2021-010PW*  
**TUPELO CAPITAL IMPROVEMENTS  
MILL & OVERLAY PROGRAM**  
*2021 Annual Bid*

*Prepared:*

**March 2021**

*Prepared for:*

**Department of Public Works  
City of Tupelo, Mississippi**

*Prepared by:*

 **Dabbs Corporation**

**1050 N. Eason Blvd.  
Tupelo, MS 38804**

**CONTRACT DOCUMENTS &  
TECHNICAL SPECIFICATIONS  
FOR  
BID NO. 2021-010 PW  
TUPELO CAPITAL IMPROVEMENTS  
MILL & OVERLAY PROGRAM – 2021 ANNUAL BID**

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## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Thursday, April 15, 2021** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the “*TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM – 2021 ANNUAL BID*”, **Bid No. 2021-010PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).

Bids are related to the construction of roadway related projects to include cold milling, asphalt pavement overlay, temporary striping and related improvements on public rights of way within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public Works for the purpose of roadway and related improvements to consist of the milling of existing asphalt roadways and the overlay of existing local city streets / roadways defined by the Owner as specified in the Contract Documents. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **120** consecutive calendar days. A Pre-Bid Conference will be held at 10:00 AM local time on Tuesday, April 6, 2021 at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding purchase of bid documents from this website should be directed to Plan House at 662-407-0193.

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 Plan House at 662-407-0193.

**Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.**

**BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.**

**CITY OF TUPELO, MISSISSIPPI**

**BY:           s/b Traci Dillard            
TRACI DILLARD, City Purchasing Clerk**

*Publish Dates: 03/16/2021 and 03/23/2021 in the NE Mississippi Daily Journal*

**SECTION B – INFORMATION FOR BIDDERS**

1. **Receipt and Opening of Proposals:** See SECTION A bound herewith.
  
2. **Bid Proposal:**
  - A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
  
  - B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
  
  - C. May be withdrawn prior to the above scheduled time for submittal of proposals or authorized postponement thereof. Proposals received after the time and date specified shall not be considered.
  
  - D. Submit bids (**in duplicate**) in an opaque sealed envelope marked as follows:
    1. Bid for **BID NO. 2021-010PW: Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid**
  
    2. Submitted to City of Tupelo  
Attn: Traci Dillard  
Purchasing Office, City Hall, 1<sup>st</sup> Floor  
71 E. Troy Street  
Tupelo, MS 38804
  
  - E. Any addenda issued during the bidding shall be noted on the Proposal and shall become a part of the executed Contract.
  
3. **Method:**
  - A. The price proposal will consist of a total price amount in accordance with the sub-totals bid per various items and schedules of the project Proposal Form.
  
  - B. **The CITY OF TUPELO, MISSISSIPPI reserves the right to reject any or all proposals and to waive any and all informalities.**
  
4. **General Information:**
  - A. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.



Bidders shall inform themselves with all pertinent City regulations/ordinances, state and federal laws, licenses and tax liability, which may in any manner, affect their bids and their fulfillment of the contract.

- B. Prices quoted on the Bid Form shall not increase during the contract term, unless otherwise noted or subject to adjustment per the Contract Documents/Specifications, and any price decrease shall be credited to the City.** Prices shall include all delivery for receipt of materials and/or services at the delivery point specified by the City for each order.
- C.** The quantities specified on the Bid Form are NOT necessarily the actual quantities proposed for final purchase by the City under this contract.
5. **Certificate of Responsibility Number:** 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 Central Bidding, the certificate of responsibility shall be included with the bid documents.
6. **Non-Collusion Affidavit:** Contractor must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**
7. **Qualifications of Bidders:** The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject a Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the items of Work contemplated therein.
8. **Insurance:** The Bidder will be required to carry the types and amounts of insurance as required by all applicable laws of the State of Mississippi for the full term of the Contract. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
- A. **Workmen's Compensation and Employer's Liability Insurance:** This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars (\$100,000) for each person. This policy shall include an "all states" endorsement.
- B. **Contractor's Comprehensive Public Liability and Property Damage Insurance,** covering all operations in connection with the performance of this Contract in amounts not less than the following:
- Bodily injury liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and

property damage liability in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

- C. **Contractor's Contingent or Protective Liability and Property Damage:** In case part of this Contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/1,000,000 for Public Liability Insurance and \$250,000/\$500,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the Owner.
- D. **Automotive Public Liability and Property Damage:** The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$500,000 for one accident to protect him from any and all claims arising from the use of the Contractor's own vehicles, hired vehicles and vehicles owned by sub-contractors.
- E. **Owner's Protective Liability Policy:** The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and their servants, agents including the Engineer and employees as additional insureds in amount not less than the following:

Bodily Injury in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

9. **Contract Award:** Award of Contract, if made, shall be within **thirty (30) days** of date of receipt of Proposals. Upon the Award of Contract, the Contractor shall be directed to obtain the necessary bonds and submit the signed contracts, bonds, proof of insurance and other related documents to the City within **ten (10) days** of the Notice of Award.
10. **Primary Project List:** The City of Tupelo Public Works Department has published a Primary Street List to define the roadways that are to be milled and overlaid as part of this Project. The Primary Street List is included in the Contract Documents as part of Section C – Scope of Work. The Public Works Department, upon issuance of the Notice to Proceed to the Contractor, may prioritize the order of work in which streets should be completed by the Contractor.
11. **Owner's Representative:** The Engineer shall serve as the Owner's primary representative during the Project and shall coordinate with and manage the Contractor following the Notice of Award until final inspection and closeout of the Project is completed. The Contractor shall issue all necessary submittals, questions, etc. to the Engineer and the Engineer shall be

responsible for issuing directives, approvals, etc. to the Contractor during the construction phase of the project. The Tupelo Public Works Department shall also have other representatives that participate in the management, inspection, etc. of the Project, but the Engineer will be the primary contact for the Contractor for the duration of the Project.

12. **Pre-Construction Conference:** The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Project List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc.
13. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" with an effective date no later than June 1, 2021. The Contractor may request that the Notice to Proceed be issued prior to this date and, if agreed to by the Public Works Director, the Notice to Proceed may be issued in accordance with the agreed upon date.
14. **Liquidated Damages Based on Performance:** The City of Tupelo Public Works Department shall issue a Primary Street List to the Contractor for specific milling and overlay improvements to be completed in compliance with the General Conditions of Work. The Contractor shall be given reasonable time to coordinate and begin the work as defined by the Primary Work Period. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the Primary Work Period. The bidder agrees to pay Liquidated Damages in the amount of \$200.00 per day should the roadways defined on the Final Street List not be completed by the end of the Primary Work Period.

In addition, should the Contractor leave an individual project site prior to completion of the work as defined by the Owner, the bidder agrees to pay Liquidated Damages in the amount of \$200 per each day that work is not completed on the project site until such time as the work is resumed unless such absence is necessary and coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. milling, overlay, striping) in order to fully complete the work. As a result, no damages will be charged to the Contractor for coordination between these separate activities. Once the milling is completed, the Contractor shall have 10 days to begin the overlay portion of the project. Temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, Liquidated Damages in the amount of \$200.00 per day shall be applied for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary and/or Secondary Street List.

15. **Secondary Project List:** Based on need and project funding, the City of Tupelo Public Works Department May issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. The City reserves the right to add projects to the Secondary Project List at any time following the Primary Work Period so long as there is adequate time for the work to be completed by December 31, 2021.

**END OF SECTION**

## SECTION C – SCOPE OF WORK

### CITY OF TUPELO – DEPARTMENT OF PUBLIC WORKS

**DATE:** January 1 - December 31, 2021

**SUBJECT:** General Conditions of Work

**PROJECT:** Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid

The Contract Documents do not include an official set of construction plans as the proposed improvements shall be provided by the Contractor as directed by the Owner at various locations within the City of Tupelo. Any references to plans in the Contract Documents or Technical Specifications shall be disregarded.

Generally, this contract is to provide construction work to complete roadway milling and asphalt overlay improvements on existing local streets within the City of Tupelo as directed by the Tupelo Public Works Department. This work shall include cold milling, asphalt paving, temporary striping and shoulder work as necessary to provide a finished project in compliance with the technical specifications and the directives provided by the Owner for each individual work order.

All proposed improvements shall be located within the City of Tupelo street rights-of-way (ROW). Improvements shall be in accordance with the directives, specifications and applicable local, state and federal guidelines associated with providing/installing the roadway improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this Contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

Work on the project shall consist of the following items included on the bid form and per the directives included herein, technical specifications and manufacturer’s material recommendations:

#### BASE BID ITEMS

1. **COLD MILLING:** The Contractor shall provide the labor, equipment, etc. required to cold mill existing asphalt streets and intersections as required to the completed the work as defined on the attached Primary Project List. Milling shall include up to 130,000 SY total during the contract period and shall be completed in coordination with overlay improvements that are also included as part of this Contract. The Average depth for milling shall be two (2) inches. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner. The may request approximately 250 +/- tons of mill material to be provided to the City of Tupelo for future utilization. If directed by the Owner, the material shall be hauled by the Contractor and stockpiled to the existing City materials yard on Commerce St. or as directed by

the Engineer. All other excess materials shall be removed and disposed of by the Contractor. No separate pay will be provided for hauling, stockpiling or disposing of milled material. If required, saw cutting shall be an absorbed item.

2. ASPHALT SURFACE COURSE, 9.5 MM MIX: The Contractor shall provide the materials, labor and equipment to pave existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a surface course mix provided and installed by the Contractor in accordance with the MDOT specifications. The surface course material provided by the Contractor and placed in the field may be 9.5 mm mix, SC-1 mix design or a similar equivalent mix design approved in writing by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the City Engineer prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 1.5” and the maximum thickness shall be 2.5”. The proposed thickness for all asphalt overlays for this Project shall be 2.0 inches minimum, unless otherwise approved by the Engineer. The proposed asphalt surface course shall be installed within the limits of the existing roadways unless otherwise directed by the Owner.
3. 4” TEMPORARY TRAFFIC STRIPE, CONT. WHITE: The Contractor shall install temporary striping on all roadways following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any necessary striping. The striping shall be installed in solid patterns or skip patterns as defined by the Owner. The contractor shall be paid per LF of temporary white stripe installed, regardless of the pattern utilized.
4. 4” TEMPORARY TRAFFIC STRIPE, CONT. YELLOW: The Contractor shall install temporary striping on all roadways following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any necessary striping. The striping shall be installed in solid patterns or skip patterns as defined by the Owner. The contractor shall be paid per LF of temporary white stripe installed, regardless of the pattern utilized.
5. GRANULAR MATERIAL FOR SHOULDER WORK: If required in order to meet the specification requirements along roadways with existing granular material shoulders (no curb & gutter), the Contractor shall install a clay/gravel mix, or soil/gravel mix with similar gradation and material type along existing roadway shoulders at the new edge of pavement following the asphalt overlay. The material, gradation, etc. shall be approved by the Owner prior to delivery to the site and placement in the field. Such work shall only be completed as necessary to promote safety for finished improved streets and shall not be required along most of the proposed roadways included on the Primary Project List at the end of this Section. The Contractor shall be paid per cubic yard of material provided and placed in the field per the respective specifications. No other payment shall be made for providing or placing granular shoulder material.

The Contractor shall erect and maintain construction signing and barricades along existing City streets as necessary to protect labor, equipment, pedestrians, vehicular traffic etc. Traffic cones, etc. and other safety related devices, equipment, systems, etc. shall be the responsibility of the Contractor and the City and/or Engineer shall not be responsible for advising of said safety related measures, etc. nor held liable for any issues resulting from same.

The Contractor shall install Temporary Striping as directed by the Owner. Most streets shall not require temporary striping following asphalt overlay improvements. Temporary striping shall only be applied as directed by the Engineer. If required, temporary striping shall be installed by the Contractor within 2 days of the completion of asphalt overlay work for each individual street.

The Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system if any excavation is required as part of the project preparation. Should utilities require relocation, the Contractor shall notify the City and the City shall be responsible for the relocation of existing utilities prior to the commencement of work by the Contractor. Should the Contractor damage existing utilities or other existing improvements, the Contractor shall repair/replace the damaged utilities, existing improvements, etc. at no additional cost to the City.

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to project areas located on rights-of-way owned and maintained by the City of Tupelo. Should the Contractor find it necessary to utilize private property for staging, storage, improvements, etc., the Contractor shall be solely responsible for soliciting and procuring the necessary permission/access from the private property owner prior to commencing any work on said private property. No work shall be completed on MDOT rights-of-way without the approval of the necessary permits from the Mississippi Department of Transportation (MDOT). Should MDOT permits be required to facilitate individual work orders, the City shall be responsible for providing such approved permits.

The Public Works Department will provide a final Primary Street List to the Contractor that will define the roadways that are to be milled and overlaid during the Primary Period of Work. The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Project List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc. Following the Pre-Construction Conference, the Contractor will be afforded the opportunity to coordinate with the Public Works Department representative to inspect each street prior to the issuance of the Notice to Proceed. The City of Tupelo will issue the Notice to Proceed with an effective date no later than June 1, 2021, unless otherwise requested and approved by the Owner.

The milling and overlay work for the roadways included on the Primary Street List shall be completed in entirety during the 120 calendar days as defined in the Contract Documents. If the Contractor completes the milling and overlay work for the streets defined on the Primary Street List and still has time remaining in the contract, the Owner may supplement the Project List with additional streets to be improved as part of this Project. Priority of the order of streets to be milled and/or overlaid shall be in the order as listed on the Primary Project List. Priority of any supplemental street improvements shall be as defined by the Owner.

The Primary Street List included at the end of this Section indicates the specific milling and overlay improvements to be completed as part of this project. The Contractor shall be given reasonable time to coordinate and begin the work prior to the issuance of the Notice to Proceed. Once construction activities are commenced by the Contractor, the work shall be completed in full without interruptions other than what is typically required for mobilization, milling, paving, etc. The Contractor shall be charged Liquidated Damages in the amount of \$200.00 per day should the roadways defined on the Primary Street List not be completed by the end of the Contract Time.

Based on need and project funding, the Tupelo Public Works Department may issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. Work on the Secondary Street List will not commence until after the Primary Work Period is complete or until the Primary Street List has been completed by the Contractor. The Public Works Department will coordinate with the Contractor to define the roadways to be milled and/or overlaid as part of the Secondary Project List. The City reserves the right to add projects to the Secondary Project List at any time following the Primary Work Period so long as there is adequate time for the work to be completed by December 1, 2021. The Public Works Department may prioritize the order of work for streets included on the Secondary Project List.

In addition, should the Contractor leave an individual project site prior to completion of the work as defined by the Owner, the Contractor shall be charged Liquidated Damages in the amount of \$200 per calendar day that work is not completed on the project site until such time as the work is resumed, unless such absence is coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. mobilization, milling, overlay, striping) in order to fully complete the work. As a result, no damages will be charged to the Contractor for coordination between these separate activities or other routine operational requirements for milling/paving projects. Once the milling is completed, the Contractor shall have 10 days to begin the overlay portion of the project. Temporary striping, if required by the Owner, shall be installed within 2 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, Liquidated Damages in the amount of \$200.00 per day shall be applied for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary Street List or any street that may be added to the Contract by the Owner.

PROJECT COORDINATION BETWEEN CONTRACTOR & OWNER / ENGINEER shall be necessary for all facets of the proposed project whether discussed within Section C or not. Some additional items for consideration by the Contractor with respect to additional coordination with the Owner and Engineer during the Project that will be necessary to facilitate the work based on conditions that are necessary for the City of Tupelo and required by the Contractor for this Project. Additional items that will require specific coordination during the Project include:

The City of Tupelo will have municipal elections during the 2021 calendar year, primarily in May and June. The Contractor will not be allowed to mill, pave or complete any work on any election days that may impact traffic or require temporary traffic control. The Owner will coordinate with the Contractor in advance of these days to ensure that no work is being completed and that there are no project related conditions that may inhibit traffic within the City of Tupelo.

The City of Tupelo will communicate with local Railroad (RR) Companies (i.e. KCS, BNSF) with respect to coordination of project activities and RR inspections / personnel. The Contractor will not be required to provide RR personnel for activities completed adjacent to local RR mainlines. However, it is the responsibility of the Contractor to coordinate with the Owner and Engineer in advance of completing any work within 100 LF of an existing RR in order to allow the Owner the opportunity to adequately coordinate with the appropriate RR company. Any fees associated with the RR inspections, etc. shall be paid for by the OWNER and shall not be the responsibility of the Contractor.



**PRIMARY PROJECT LIST**  
**Tupelo Capital Improvements Mill & Overlay Program**  
**2021 Annual Bid**

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
<b>PRIMARY STREET LIST</b>								
1	Brea burn Ln	Beginning	End	310	20	689	76	
2	St Andrews Cir (Jet out)	Beginning	End	142	15	237	26	
3	Broadmoor Ln	Beginning	End	305	24	813	89	
4	Fairway Ln	Beginning	End	264	24	704	77	
5	Ridgewood Ln	Beginning	End	468	24	1248	137	
6	Walnut Ln	Beginning	End	145	20	322	35	
7	Lakewood Ln	Beginning	End	645	24	1720	189	
8	Cypress Ln	Beginning	End	215	22	526	58	
9	Winged Foot Rd	Beginning	End	267	22	653	72	
10	Briarwood Ln	Beginning	End	540	22	1320	145	
11	Poplar Ln	Beginning	End	168	20	373	41	
12	Elmwood Ln	Beginning	End	689	22	1684	185	
13	Mt Vernon Rd	Beginning	End	4350	23	11117	1223	
14	Rook Rd	W. Main St.	N. Gloster St.	1000	20	2222	244	
15	N Gun Club Rd	W. Jackson St.	Gun Club Rd.	3000	25	8333	917	
16	Cressant St	W. Main St.	N. Gloster St.	790	28	2458	270	
17	Bartlett Ln	S. Green St.	Hwy 45 ROW	298	32	1060	117	
18	Lambard Dr	Beginning	End	2640	27	7920	871	
19	Vassar Dr	Beginning	End	810	30	2700	297	
20	James Dr	Beginning	End	810	30	2700	297	
21	Lar-Eli-Do Dr	Beginning	End	810	30	2700	297	

**PRIMARY PROJECT LIST**  
**Tupelo Capital Improvements Mill & Overlay Program**  
**2021 Annual Bid**

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
22	Trice St	Beginning	End	835	18	1670	184	
23	Osborne St	Beginning	End	880	21	2053	226	
24	Valley View Dr	Beginning	End	880	30	2933	323	
25	Valley View Cir	Beginning	End	260	28	809	89	
26	William Dr	Beginning	End	1820	30	6067	667	
27	Kathryn Cir	Beginning	End	190	24	507	56	
28	Hinton Cir	Beginning	End	150	28	467	51	
29	Shady Wood	Beginning	End	582	28	1811	199	
30	Bobwhite	Beginning	End	2720	28	8462	931	
31	Pinecrest Dr	Beginning	End	2450	30	8167	898	
32	Hillcrest Dr	Beginning	End	1000	35	3889	428	
33	Overdale Dr	Beginning	End	367	22	897	99	
34	Greenview Dr	Beginning	End	850	26	2456	270	
35	N Commerce St	Beginning	End	2470	24	6587	725	
36	Old Humane Society Rd	Beginning	End	600	24	1600	276	
37	N Feemster Lake RD (P)	Bridge	Eason Blvd.	1550	24	4133	455	
38	Morganwood Rd (P)	City Limits	Seam	540	22	1320	145	
39	Priscilla Ln	Beginning	End	1200	22	2933	323	
40	Tyler Willis Ln	Beginning	End	2000	22	4889	538	
41	Auston St	Beginning	End	2100	22	5133	565	
42	Ethan Cv	Beginning	End	315	21	735	81	
43	Seth St	Beginning	End	800	22	1956	215	

**PRIMARY PROJECT LIST**  
**Tupelo Capital Improvements Mill & Overlay Program**  
**2021 Annual Bid**

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
44	McKenna Cv	Beginning	End	1000	22	2444	269	
45	Bentley Ave	Beginning	End	1100	22	2689	296	
46	Wayside St	Beginning	End	1215	21	2835	312	
47	Charleston Garden Dr 10	Beginning	End	2100	28	6533	719	
48	Charleston Blvd (P)	C.G. Dr.	Market St.	1580	28	4916	541	
49	Market St (P)	Charleston Blvd.	C.G. Dr.	752	28	2340	257	
50	Whitmoore Ln	Beginning	End	500	28	1556	171	
51	Traceland Dr (P)	Big Lots P.L.	Dead End	721	24	1923	211	
52	Pete St	Beginning	End	300	29	967	106	
53	Saddel Creek Dr	Beginning	End	320	32	1138	125	
54	Dogwood Dr (P)	Springlake Dr.	Honeysuckle Dr	1000	30	3333	367	
55	Teakwood	Beginning	End	884	32	3143	346	
56	Mahogany Dr	Jackson St.	Teakwood	1187	32	4220	464	
57	Evelyn St	Beginning	End	1875	28	5833	642	
58	Wilemon St	Beginning	End	330	28	1027	113	
59	Parkwood Dr	Beginning	End	910	24	2427	267	
60	Woodmere Cir	Beginning	End	300	24	800	88	
61	Wood Dale Dr	Beginning	End	300	24	800	88	
62	Woodglen Dr	Beginning	End	300	24	800	88	
63	S Green St (P)	Gloster St.	Mitchell Rd.	2500	32	8889	978	
64	S Green St (P)	Shell St.	Dead End	2500	24	6667	733	

NOTE: Based on funding, schedule, Owner preference, additional streets may be added to the Project List and shall be completed by Contractor as part of Contract.

**PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as a \_\_\_\_\_, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **120** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of **\$200.00** for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of **\$200.00** for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER	DATE
<hr/>	
<hr/>	

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

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

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the Contract Documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

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

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

The Owner's Representative is **Dabbs Corporation, 1050 N. Eason Blvd., Tupelo, Mississippi, 38804.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

**NOTES:**

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

**(SEE FOLLOWING SHEET FOR BID ITEMS)**

**SECTION D - BID FORM  
 TUPELO PUBLIC WORKS BID NO. 2021-010PW  
 TUPELO CAPITAL IMPROVEMENTS  
 MILL & OVERLAY PROGRAM - 2021 ANNUAL BID  
 MARCH, 2021**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling (Greater Than 500 SY Areas), All Depths	SY	187,000		
2	Asphalt Surface Course, 9.5 mm Mix	TON	20,600		
3	4" Temporary Traffic Stripe, Cont. White	LF	5,000		
4	4" Temporary Traffic Stripe, Cont. Yellow	LF	5,000		
5	Granular Shoulder Material, In Place	CY	500		
<b>BASE BID TOTAL</b>					

**NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE ESTIMATED BASED ON PROPOSED PROJECT C**

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED THE CITY UNTIL THE END OF THE PROJECT, OR DECEMBER 31, 2021 IF NECESSARY. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: \_\_\_\_\_  
 (PLEASE PRINT)

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_  
 (PLEASE PRINT)

(SEAL)  
 IF BY CORPORATION

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

PHONE NUMBER: \_\_\_\_\_

**CORPORATE CERTIFICATE**  
(To Be Executed If Bidder Is A Corporation)

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that \_\_\_\_\_ who signed said Proposal on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

(CORPORATE SEAL)



**PARTNERSHIP CERTIFICATE**  
(To Be Executed If Bidder Is A Partnership)

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

\_\_\_\_\_; that said firm consists of himself and \_\_\_\_\_; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Name: \_\_\_\_\_

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

Notary Public in and for the

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

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**  
(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned \_\_\_\_\_, hereby certify that I am the Manager of \_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that \_\_\_\_\_ who executed the Proposal on behalf of the Company is \_\_\_\_\_ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

Notary Public in and for the

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

(Notarial Seal)

My Commission Expires: \_\_\_\_\_

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
(name of person signing affidavit)

individually, and in my capacity as \_\_\_\_\_  
(title)

of \_\_\_\_\_  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That \_\_\_\_\_, Bidder on the **Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)  
Sworn before me this \_\_\_ day of \_\_\_\_\_, 2021.

My commission expires \_\_\_\_\_ Notary Public

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

**AFFIDAVIT**

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
(name of person signing affidavit)

individually, and in my capacity as \_\_\_\_\_  
(title)

of \_\_\_\_\_  
(name of firm, partnership, limited liability company, or corporation.)

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

(a) That \_\_\_\_\_, Bidder on the **Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

(SEAL)  
Sworn before me this \_\_\_ day of \_\_\_\_\_, 2021.

My commission expires \_\_\_\_\_ Notary Public

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

**END OF SECTION**

**D-9**

**SECTION E – BIDDER’S AGREEMENT**

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_ hereinafter called "Contractor",  
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included on the Proposal form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the \_\_\_\_ day of \_\_\_\_\_, 2021, the condition of the above obligation is such that whereas the Contractor has submitted to the **City of TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
CONTRACTOR TITLE

\_\_\_\_\_  
WITNESSED BY:

**END OF SECTION**

## CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) 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 **TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM – 2021 ANNUAL BID** 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 120 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 \$ \_\_\_\_\_ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
  - (a) This Agreement
  - (b) Advertisement for Bids
  - (c) Instruction to Bidders
  - (d) General Conditions of Work
  - (e) Signed Copy of Proposal Form and Bidder's Certificate
  - (f) Executed Bidder's Agreement

- (g) Executed Non-Collusion Form and Compliance Statements
  - (h) Executed Performance & Payment Bond
  - (i) Technical Specifications
  - (j) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **JANUARY, 2021.**
  - (k) ADDENDA:  
No. \_\_\_ Dated \_\_\_\_\_ and No. \_\_\_ Dated \_\_\_\_\_.
  - (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 of an individual work order the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. 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 s 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 mature 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 to or for 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 ten percent (10%) 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:
- (\$ \_\_\_\_\_ ) \_\_\_\_\_  
(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 5 copies each of which shall be deemed an original on the date first above written.

City of Tupelo, Mississippi

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: City Clerk \_\_\_\_\_

(SEAL)

Contractor

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

**END OF SECTION**

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

CONTRACT BOND FOR \_\_\_\_\_

LOCATED IN THE COUNTY OF \_\_\_\_\_

STATE OF MISSISSIPPI,

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

( hereinafter "Principal" ), a \_\_\_\_\_

residing at \_\_\_\_\_ in the State of \_\_\_\_\_

and \_\_\_\_\_  
( Surety )

residing at \_\_\_\_\_ in the State of \_\_\_\_\_

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

\_\_\_\_\_

( \$ \_\_\_\_\_ ) 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

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.

\_\_\_\_\_  
(Contractors) Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

(Signature) Attorney in Fact

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

\_\_\_\_\_

Title \_\_\_\_\_

(Contractor's Seal)

\_\_\_\_\_

(Printed) Mississippi Agent

\_\_\_\_\_

(Signature) Mississippi Agent

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

\_\_\_\_\_

\_\_\_\_\_

(Surety Seal)

\_\_\_\_\_

Mississippi Insurance ID Number

**END OF SECTION**

**SECTION H - TECHNICAL SPECIFICATIONS  
TUPELO MAJOR THOROUGHFARES  
MILL & OVERLAY PROGRAM  
2021 ANNUAL BID**

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## GENERAL CONSTRUCTION NOTES

1. Existing utility locations are not shown on the Drawings. If required, the Contractor shall be responsible for the coordination of the location (horizontal and vertical) of existing utilities (power, telephone, gas, water, sewer, etc.) with the appropriate utility company before construction begins. The Contractor shall be responsible for calling in the Mississippi 811 service to have utilities located in accordance with local and State laws.
2. Utility or service lines encountered during construction shall be protected by the Contractor and repairs necessary due to damage to same by the Contractor shall be at no additional cost to the Owner.
3. The Contractor shall be responsible for verifying horizontal and vertical clearances on any utility service crossings before installation.
4. The Owner shall provide temporary and permanent grassing following the Contractor's improvements where existing vegetation was removed or disturbed during construction and not required to be improved with pavement, granular material, etc..
5. The Contractor shall be responsible for completing all sampling and testing of materials as required by the specifications.
6. If necessary, detailed construction staking will be provided by the Owner at no cost to the Contractor.

**END OF SECTION**

## TECHNICAL SPECIFICATIONS

### TECHNICAL PROVISIONS FOR MDOT STANDARD SPECIFICATIONS

#### PART 1 - GENERAL

- A. For any work provided under the contract pertaining to grading, drainage, paving, driveways, curb & gutter, granular material, utilities, erosion control, etc. included in the general requirements for the project, the contractor shall utilize the applicable requirements per the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, (also referenced as MDOT Standard Specifications) unless a separate technical specification is provided for a specific item. In cases where the separate technical specification may be different than the MDOT Standard Specifications, the contractor may utilize the MDOT Standard Specifications if approved in writing by the Engineer.
- B. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, except where superseded by Special Provisions, Supplements to Special Provisions or amended by revisions of the Specifications contained within the Contract Documents.
- C. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, and the most current Special Provisions and/or Amendments. The Contractor shall be responsible for ensuring that the most current Special Provisions are utilized and that any Special Provisions and/or Supplements to Special Provisions are complied with for all materials specified in accordance with the MDOT Standard Specifications, 2017 Edition, whether included herein or not.
- D. Where applicable, the Contractor shall be required to provide materials, work, etc. in accordance with MDOT Standard Drawings and related details for the fabrication, installation and materials, especially pertaining to drainage pipe, drainage structures, traffic control, erosion control, etc.

#### PART 2 – MDOT SPECIFICATION ITEMS

- A. Excavation
- B. Granular Materials
- C. Asphalt (See Section C – SOW for exceptions related to alternate mix designs)
- D. Cold Milling
- E. Traffic Control / Temporary Signage
- F. Erosion Control (i.e. Silt Fence, Wattles, etc.)

**END OF SECTION**

**PRIMARY PROJECT LIST**  
**Tupelo Capital Improvements Mill & Overlay Program**  
**2021 Annual Bid**

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
<b>PRIMARY STREET LIST</b>								
1	Brea burn Ln	Beginning	End	310	20	30	3	Mill @ Tie Ins Only
2	St Andrews Cir (Jet out)	Beginning	End	142	15	10	1	Mill @ Tie Ins Only
3	Broadmoor Ln	Beginning	End	305	24	813	89	Mill @ Tie Ins Only; Pre-Leveling may be req'd.
4	Fairway Ln	Beginning	End	264	24	704	77	Mill @ Tie Ins Only
5	Ridgewood Ln	Beginning	End	468	24	1248	137	Mill @ Tie Ins Only; Pave apron at end
6	Walnut Ln	Beginning	End	145	20	322	35	Mill @ Tie Ins Only
7	Lakewood Ln	Beginning	End	645	24	1720	189	Mill @ Tie Ins Only; Pre-Leveling may be req'd.
8	Cypress Ln	Beginning	End	215	22	526	58	Mill @ Tie Ins Only
9	Winged Foot Rd	Beginning	End	267	22	653	72	Mill @ Tie Ins Only; Pre-Leveling may be req'd.
10	Briarwood Ln	Beginning	End	540	22	1320	145	Mill @ Tie Ins Only
11	Poplar Ln	Beginning	End	168	20	373	41	Mill @ Tie Ins Only
12	Elmwood Ln	Beginning	End	689	22	1684	185	Mill @ Tie Ins Only
13	Mt Vernon Rd	Beginning	End	4350	23	11117	1223	Mill @ Tie Ins Only; Pre-Leveling may be req'd.
14	Rook Rd	W. Main St.	N. Gloster St.	1000	20	2222	244	Mill @ Tie Ins Only
15	N Gun Club Rd	W. Jackson St.	Gun Club Rd.	3000	25	8333	917	Mill @ Tie Ins Only; M/F digout areas (approx. 400 sy)
16	Cressant St	W. Main St.	N. Gloster St.	790	28	2458	270	Full width Mill & Overlay
17	Bartlett Ln	S. Green St.	Hwy 45 ROW	298	32	1060	117	Full width Mill & Overlay
18	Lambard Dr	Beginning	End	2640	27	7920	871	Full width Mill & Overlay: Mill to gutter & overlay 1.5"
19	Vassar Dr	Beginning	End	810	30	2700	297	Full width Mill & Overlay: Mill to gutter & overlay 1.5"
20	James Dr	Beginning	End	810	30	2700	297	Full width Mill & Overlay: Mill to gutter & overlay 1.5"
21	Lar-Eli-Do Dr	Beginning	End	810	30	2700	297	Full width Mill & Overlay; Mill to gutter & overlay 1.5"
22	Trice St	Beginning	End	835	19	1670	184	Full width Mill & Overlay

**PRIMARY PROJECT LIST**  
**Tupelo Capital Improvements Mill & Overlay Program**  
**2021 Annual Bid**

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
23	Osborne St	Beginning	End	880	21	2053	226	Full width Mill & Overlay
24	Valley View Dr	Beginning	End	880	30	2933	323	Full width Mill & Overlay
25	Valley View Cir	Beginning	End	260	28	809	89	Full width Mill & Overlay
26	William Dr	Beginning	End	1820	30	6067	667	Full width Mill & Overlay
27	Kathryn Cir	Beginning	End	190	24	507	56	Full width Mill & Overlay
28	Hinton Cir	Beginning	End	150	28	467	51	Full width Mill & Overlay
29	Shady Wood	Beginning	End	582	28	1811	199	Full width Mill & Overlay
30	Bobwhite	Beginning	End	2720	28	8462	931	Full width Mill & Overlay
31	Pinecrest Dr	Beginning	End	2450	30	8167	898	Full width Mill & Overlay
32	Hillcrest Dr	Beginning	End	1000	35	3889	428	Full width Mill & Overlay
33	Overdale Dr	Beginning	End	367	22	897	99	Full width Mill & Overlay
34	Greenview Dr	Beginning	End	850	26	2456	270	Full width Mill & Overlay
35	N Commerce St	Beginning	End	2470	24	6587	725	Full width Mill & Overlay to red corner marker
36	Old Humane Society Rd	Beginning	End	600	24	1600	276	Mill @ Tie Ins Only
37	N Feemster Lake RD (P)	Bridge	Eason Blvd.	1550	24	4133	455	Mill @ Tie Ins Only, including existing bridges
38	Morganwood Rd (P)	City Limits	Seam	540	22	1320	145	Mill @ Tie Ins Only, including existing bridges
39	Priscilla Ln	Beginning	End	1200	22	2933	323	Mill @ Tie In at Eason Blvd.
40	Tyler Willis Ln	Beginning	End	2000	22	4889	538	Mill @ Tie Ins Only
41	Auston St	Beginning	End	2100	22	5133	565	Mill @ Tie Ins Only; M/F digout areas (approx. 200 sy)
42	Ethan Cv	Beginning	End	315	21	735	81	Mill @ Tie Ins Only; M/F digout areas (approx. 250 sy)
43	Seth St	Beginning	End	800	22	1956	215	Overlay only
44	McKenna Cv	Beginning	End	1000	22	2444	269	Overlay only
45	Bentley Ave	Beginning	End	1100	22	2689	296	Overlay only



**PRIMARY PROJECT LIST**  
**Tupelo Capital Improvements Mill & Overlay Program**  
**2021 Annual Bid**

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
46	Wayside St	Beginning	End	1215	21	2835	312	Full width Mill & Overlay
47	Charleston Garden Dr	Beginning	End	2100	28	6533	719	Full width Mill & Overlay
48	Charleston Blvd (P)	C.G. Dr.	Market St.	1580	28	4916	541	Full width Mill & Overlay
49	Market St (P)	Charleston Blvd.	C.G. Dr.	752	28	2340	257	Full width Mill & Overlay
50	Whitmoore Ln	Beginning	End	500	28	1556	171	Full width Mill & Overlay
51	Traceland Dr (P)	Big Lots P.L.	Dead End	721	24	1923	211	Mill @ Tie Ins Only; M/F digout areas (approx. 450 sy)
52	Pete St	Beginning	End	300	29	967	106	Mill @ Tie Ins Only; M/F digout areas (approx. 50 sy)
53	Saddle Creek Dr	Beginning	End	320	32	1138	125	Full width Mill & Overlay; stop shy of Main St.
54	Dogwood Dr (P)	Springlake Dr.	Honeysuckle Dr.	1000	30	3333	367	Full width Mill & Overlay; intersection to seam
55	Teakwood	Beginning	End	884	32	3143	346	Mill @ Tie Ins Only; M/F digout areas (approx. 200 sy)
56	Mahogany Dr	Jackson St.	Teakwood	1187	32	4220	464	Full width Mill & Overlay
57	Sourwood	Beginning	End	550	32	1956	215	Mill @ Tie Ins Only; M/F digout areas (approx. 350 sy)
57	Evelyn St	Beginning	End	1875	28	5833	642	Full width Mill & Overlay
58	Wilemon St	Beginning	End	330	28	1027	113	Full width Mill & Overlay
59	Parkwood Dr	Beginning	End	910	24	2427	267	Full width Mill & Overlay
60	Woodmere Cir	Beginning	End	300	24	800	88	Full width Mill & Overlay
61	Wood Dale Dr	Beginning	End	300	24	800	88	Full width Mill & Overlay
62	Woodglen Dr	Beginning	End	300	24	800	88	Full width Mill & Overlay; M/F digout areas (app. 50 sy)
63	S Green St (P)	Gloster St.	Mitchell Rd.	2500	32	8889	978	Full width Mill & Overlay
64	S Green St (P)	Shell St.	Dead End	2500	24	6667	733	Full width Mill & Overlay: Shell to seam at cul de sac

**NOTES:** Based on funding, schedule, Owner preference, etc., streets may be added to or removed from the Project List as directed by the Owner. All streets included on the project list, including revisions, shall be completed by the Contractor as part of the Contract.; All milling & overlay areas shall be coordinated with Engineer prior to execution by the Contractor. Areas for milling & overlay may be adjusted in the field as required or preferred by the Owner and/or Engineer.



April 15, 2021

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

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT  
TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM - 2021 ANNUAL BID  
BID NO. 2021-0010PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Thursday, April 15, 2021 at 10:00 AM local time.

This bid is for the 2021 annual term and quantities were estimated based on the projected roadway milling and overlay improvements that were established by Public Works using the Street Saver database and field inspections. Quantities are expected to vary for term bid contracts based on the final improvements that are completed under this contract and, thus, the final contract amount will likely vary from the bid price.

As represented on the attached tabulation of bids, two bids were received for this project from APAC-Mississippi and Murphree Paving. The bids ranged from \$3,653,750.00 - \$3,690,250.00. The low bid was from Gregory Companies, LLC DBA Murphree Paving. The bid was opened/reviewed by Mr. Ben Logan, City Attorney, based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents.

Thus, it is our recommendation that the City award this contract in the amount of \$3,653,750.00 to Murphree Paving for the referenced project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,  
DABBS CORPORATION

Dustin D. Dabbs, PE  
President

C: Mr. Don Lewis, COO, City of Tupelo  
Ms. Kim Hanna, CFO, City of Tupelo  
Mr. Ben Logan, City Attorney, City of Tupelo

@dabbscorp

OFFICE 662.840.4162

1005 N. Eason Boulevard

MOBILE 601.927.4012

Tupelo, MS 38804



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, PW Director  
**DATE:** April 16, 2021  
**SUBJECT:** IN THE MATTER OF AWARD OF CONTRACT FOR CAPITAL PAVING  
CW

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**Request:**

Please award contract for Bid # 2021-001PW.

## CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) 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 **TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM – 2021 ANNUAL BID** 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 120 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 \$ \_\_\_\_\_ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
  - (a) This Agreement
  - (b) Advertisement for Bids
  - (c) Instruction to Bidders
  - (d) General Conditions of Work
  - (e) Signed Copy of Proposal Form and Bidder's Certificate
  - (f) Executed Bidder's Agreement

- (g) Executed Non-Collusion Form and Compliance Statements
  - (h) Executed Performance & Payment Bond
  - (i) Technical Specifications
  - (j) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **JANUARY, 2021.**
  - (k) ADDENDA:  
No. \_\_\_ Dated \_\_\_\_\_ and No. \_\_\_ Dated \_\_\_\_\_.
  - (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 of an individual work order the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. 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 s 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 to or for 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 ten percent (10%) 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:
- (\$ \_\_\_\_\_ ) \_\_\_\_\_  
(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 5 copies each of which shall be deemed an original on the date first above written.

City of Tupelo, Mississippi

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Mayor \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: City Clerk \_\_\_\_\_

(SEAL)

Contractor

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(SEAL)

**END OF SECTION**



# AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** April 15, 2021

**SUBJECT:** IN THE MATTER OF BID APPROVAL – TPD PARKING LOT – 2021-011PW  
- CW

---

**Request:**

Request for bid approval –

BID No. 2021-011PW  
 PARKING LOT PAVING & STRIPING IMPROVEMENTS  
 TUPELO POLICE DEPARTMENT

Three bidders responded –

Tri-Lakes Asphalt	\$134,625.00
Murphree Paving	\$151,325.00
APAC-MS	\$211,950.00

We recommend the lowest and best bid be awarded to Tri-Lakes Asphalt.



<b>BID TABULATION</b> <b>CITY OF TUPELO, MISSISSIPPI</b> <b>PARKING LOT PAVING &amp; STRIPING IMPROVEMENTS - TUPELO POLICE DEPARTMENT</b> <b>PUBLIC WORKS BID No. 2021-011PW</b> <b>BID DATE: 04/15/2021</b>									
BASE BID				TRI-LAKES ASPHALT		MURPHREE PAVING		APAC-MISSISSIPPI	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$2,500.00	\$ 2,500.00	\$1,500.00	\$ 1,500.00	\$35,000.00	\$ 35,000.00
2	ASPHALT SURFACE COURSE, 9.5mm MIX	TON	375	\$125.00	\$ 46,875.00	\$148.00	\$ 55,500.00	\$170.00	\$ 63,750.00
3	ASPHALT BINDER COURSE, 12.5mm MIX	TON	495	\$115.00	\$ 56,925.00	\$145.00	\$ 71,775.00	\$170.00	\$ 84,150.00
4	CRUSHED STONE SUB-BASE MATERIAL	TON	350	\$55.00	\$ 19,250.00	\$55.00	\$ 19,250.00	\$50.00	\$ 17,500.00
5	4" TEMPORARY TRAFFIC STRIPE, CONT. WHITE	LF	3,300	\$2.75	\$ 9,075.00	\$1.00	\$ 3,300.00	\$3.50	\$ 11,550.00
<b>GRAND TOTAL</b>					<b>\$ 134,625.00</b>	<b>\$ 151,325.00</b>		<b>\$ 211,950.00</b>	

Prepared By:  Dabbs Corporation

## ***CONTRACT DOCUMENTS***

### **BID No. 2021-011PW PARKING LOT PAVING & STRIPING IMPROVEMENTS TUPELO POLICE DEPARTMENT**

***PREPARED:***

**March 2021**

***PREPARED FOR:***

**Tupelo Public Works Dept.  
655 Rutherford Rd.  
Tupelo, MS 38801**

***DIRECTOR OF PUBLIC WORKS:***

**Chuck Williams**

***MAYOR:***

**Jason L. Shelton**

***CHIEF OPERATIONS OFFICER:***

**Don Lewis**

***CITY CLERK:***

**Kim Hanna**

***CITY ATTORNEY:***

**Ben Logan**

***PREPARED BY:***



**1050 N. Eason Blvd.  
Tupelo, MS 38804**

**CONTRACT DOCUMENTS &  
TECHNICAL SPECIFICATIONS  
FOR  
BID NO. 2021-011 PW  
PARKING LOT PAVING & STRIPING IMPROVEMENTS  
*TUPELO POLICE DEPARTMENT***

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SECTION B.	INFORMATION FOR BIDDERS
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ATTACHMENT	EXHIBIT 1 – PROPOSED LAYOUT DRAWING

## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Thursday, April 15, 2021** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the "*PARKING LOT PAVING & STRIPING IMPROVEMENTS – TUPELO POLICE DEPARTMENT*", **Bid No. 2021-011PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).

Bids are related to the construction of parking lot improvements to include asphalt pavement, permanent striping, finish grading and related improvements on the existing overflow parking lot located at the Tupelo Police Department on Front Street within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public Works for the purpose of paving and related improvements to consist of the finish grading of the existing crushed stone sub-base, asphalt base course, asphalt surface course and permanent striping as specified in the Contract Documents. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing property / rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **30** consecutive calendar days.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding purchase of bid documents from this website should be directed to Plan House at 662-407-0193.

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 Plan House at 662-407-0193.

**Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.**

**BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.**

CITY OF TUPELO, MISSISSIPPI

BY:           s/b Traci Dillard            
**TRACI DILLARD, City Purchasing Clerk**

*Publish Dates: 03/16/2021 and 03/23/202 in the NE Mississippi Daily Journal.*

**SECTION B – INFORMATION FOR BIDDERS**

1. **Receipt and Opening of Proposals:** See SECTION A bound herewith.
  
2. **Bid Proposal:**
  - A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
  
  - B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
  
  - C. May be withdrawn prior to the above scheduled time for submittal of proposals or authorized postponement thereof. Proposals received after the time and date specified shall not be considered.
  
  - D. Submit hard copy bids (**in duplicate**) in an opaque sealed envelope marked as follows:
    1. Bid for **BID NO. 2021-011PW: Parking Lot Paving & Striping Improvements – Tupelo Police Department**
  
    2. Submitted to City of Tupelo  
Attn: Traci Dillard  
Office of City Clerk  
71 East Troy St.  
Tupelo, MS 38804
  
  - E. Bids may be submitted 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 Plan House at 662-407-0193.
  
  - F. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.
  
3. **Method:**
  - A. The price proposal will consist of a total price amount in accordance with the sub-totals bid per various items and schedules of the project Proposal Form.
  
  - B. **The CITY OF TUPELO, MISSISSIPPI reserves the right to reject any or all proposals and to waive any and all informalities.**

4. **General Information:**

- A. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders shall inform themselves with all pertinent City regulations/ordinances, state and federal laws, licenses and tax liability, which may in any manner, affect their bids and their fulfillment of the contract.
- B. **Prices quoted on the Bid Form shall not increase during the contract term, unless otherwise noted or subject to adjustment per the Contract Documents/Specifications, and any price decrease shall be credited to the City.** Prices shall include all delivery for receipt of materials and/or services at the delivery point specified by the City for each order.
- C. The quantities specified on the Bid Form are NOT necessarily the actual quantities proposed for immediate purchase by the City.

5. **Certificate of Responsibility Number:**

- A. Each Contractor submitting a bid must show on the face of the envelope containing the bid, his Mississippi State Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
- B. **No bids will be accepted, opened or considered unless the above information is given as specified.** Sufficient evidence that said certificate of responsibility number has been issued and is in effect at the time of receiving bids, and that Bidder's CR work classification(s) qualifies him to perform the type(s) of work required for this project, must be submitted when required by Owner.

6. **Non-Collusion Affidavit:** Contractor must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**

7. **Qualifications of Bidders:** The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject a Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the items of Work contemplated therein.

8. **Insurance:** The Bidder will be required to carry the types and amounts of insurance as required by all applicable laws of the State of Mississippi for the full term of the Contract. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

- A. Workmen's Compensation and Employer's Liability Insurance: This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars (\$100,000) for each person. This policy shall include an "all states" endorsement.
- B. Contractor's Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:
- Bodily injury liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and property damage liability in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
- C. Contractor's Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/1,000,000 for Public Liability Insurance and \$250,000/\$500,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the Owner.
- D. Automotive Public Liability and Property Damage: The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$500,000 for one accident to protect him from any and all claims arising from the use of the Contractor's own vehicles, hired vehicles and vehicles owned by sub-contractors.
- E. Owner's Protective Liability Policy: The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and their servants, agents including the Engineer and employees as additional insureds in amount not less than the following:

Bodily Injury in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.

9. **Law And Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
10. **Condition of Work:** Each bidder shall visit the site and inform himself fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract.
11. **Obligation of Bidder:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Scope o Work, Related Drawings, Technical Specifications and Contract Documents (including addenda issued, if any).
12. **Time of Completion:** Bidder must agree to commence work on or before the date specified in a written "Notice to Proceed" from the Owner and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
13. **Contract Award:** Award of Contract, if made, shall be within **thirty (30) days** of date of receipt of Proposals.
14. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" within **ten (10) days** after the date of agreement of the Contract or as coordinated with the Contactor and agreed upon by the Contractor and Owner.
15. **Liquidated Damages:** The bidder agrees to pay Liquidated Damages in the amount of \$200.00 per day should the work required to complete the project in accordance with the Contract Documents not be completed by the end of the Contract Time as specified in the Contract.

**END OF SECTION**

**B 4**



## SECTION C – SCOPE OF WORK

### TUPELO DEPARTMENT OF PUBLIC WORKS

**DATE:** March 10, 2020

**SUBJECT:** General Conditions of Work

**PROJECT:** Parking Lot Paving & Striping Improvements – Tupelo Police Department

The Contract Documents do not include an official set of construction plans/project drawings for the proposed improvements that shall be provided by the Contractor for this project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be disregarded.

Generally, this contract is to provide construction work to complete the necessary improvements required for the asphalt paving and striping improvements on the existing granular overflow parking lot at the Tupelo Police Department located on Front Street in the City of Tupelo. All work shall be directed by the Engineer and/or his project representative, also known as Engineer.

All proposed improvements shall be completed within property / rights-of-way owned and maintained by the City of Tupelo. Improvements shall be in accordance with the directives and specifications included in the Contract Documents and all applicable local, state and federal guidelines associated with providing/installing the proposed improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this Contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

Work on the project shall consist of the following items included on the bid form and per the directives included herein, technical specifications and manufacturer's material recommendations:

1. **MOBILIZATION:** The Contractor shall be paid for mobilization/demobilization of materials, equipment, etc. as defined in the Specifications.
2. **ASPHALT SURFACE COURSE, 9.5 MM MIX:** The Contractor shall provide the materials, labor and equipment to provide 1.5 inches of surface course for the finished parking lot. The surface course shall be installed atop the asphalt binder course and shall be installed such that the finished surface shall match flush with the face of the existing concrete curb & gutter and be 6 inches from the top of the existing concrete header curb in order to provide proper drainage for the finished paved surface. See the reference drawing attached as Exhibit 1 at the end of the Contract Documents for proposed finished grading.

Asphalt surface course shall not be installed on the same day as the binder course; a minimum of 24 hours following the completion of the binder course installation shall be required prior to beginning the installation of the surface course material. The surface course shall be installed within two weeks following the installation of the binder course. The asphalt utilized for this project shall be a surface course mix provided and installed by the Contractor in accordance with the MDOT specifications. The surface course material provided by the Contractor and placed in the field may be 9.5 mm mix, SC-1 mix design or a similar equivalent mix design approved by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the City Engineer prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 1.5 inches and the maximum thickness shall be 2.0 inches. The proposed asphalt surface course shall be installed within the limits of the existing concrete curb & gutter and adjacent to interior concrete curb islands.

3. ASPHALT BINDER COURSE, 12.5 MM MIX: The Contractor shall provide the materials, labor and equipment to provide 2.0 inches of binder course atop the finished crushed stone sub-base course. The binder course shall be installed atop the asphalt binder course and shall be installed to match flush with the face of the existing concrete curb & gutter and adjacent to the existing concrete header curb in order to provide proper drainage for the finished paved surface. See the reference drawing attached as Exhibit 1 at the end of the Contract Documents for the proposed finished grading. The asphalt utilized for this project shall be a binder course mix provided and installed by the Contractor in accordance with the MDOT specifications. The surface course material provided by the Contractor and placed in the field may be 12.5 mm mix, BC-1 mix design or a similar equivalent mix design approved by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the City Engineer prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 2.0 inches and the maximum thickness shall be 2.5 inches unless otherwise approved by the Engineer to suit field conditions.
4. CRUSHED STONE SUB-BASE MATERIAL: The Contractor shall be required to provide and place approved granular/crushed limestone material as a base material for the paved parking lot for areas that the existing crushed stone sub-base is not evenly graded in a manner that is suitable to allow for 3.5 inches maximum asphalt thickness for the finished parking lot pavement. The Contractor shall be required to provide the necessary field testing for this material to indicate that all density and related requirements are met per the Specifications. The Contractor shall be paid per TON of in-place crushed stone material as applied in the field.
5. 4 INCH TRAFFIC STRIPE, CONT. WHITE PAINT: The Contractor shall place the specified 4 inch traffic stripe with continuous white paint per the striping pattern represented on the attached referenced drawing at the end of this Section. All materials, widths, spaces and other specific details shall be in accordance with the local City code requirements and the Technical Specifications. The Contractor shall be paid per linear foot (LF) installed in place for all traffic striping.

The Contractor shall be responsible for any permits or related approvals from any state or federal agency and shall obtain such approvals/permits prior to the commencement of any construction activities.

The Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system if any excavation is required as part of the project preparation. Should utilities require relocation, the Contractor shall notify the City and the City shall be responsible for the relocation of existing utilities prior to the commencement of work by the Contractor. Should the Contractor damage existing utilities or other existing improvements, the Contractor shall repair/replace the damaged utilities, existing improvements, etc. at no additional cost to the City.

**END OF SECTION**

**C 3**

**SECTION D - BID FORM  
 TUPELO PUBLIC WORKS BID NO. 2021-011PW  
 PARKING LOT PAVING & STRIPING IMPROVEMENTS  
 TUPELO POLICE DEPARTMENT  
 MARCH, 2021**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Mobilization	LS	1		
2	Asphalt Surface Course, 9.5 mm Mix	TON	375		
3	Asphalt Binder Course, 12.5 mm Mix	TON	495		
4	Crushed Stone Sub-Base Material	TON	350		
5	4" Traffic Stripe, Cont. White Paint	LF	3,300		

**BASE BID TOTAL**

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: \_\_\_\_\_  
 (PLEASE PRINT)

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_  
 (PLEASE PRINT)

(SEAL)  
 IF BY CORPORATION

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

PHONE NUMBER: \_\_\_\_\_

**SECTION E – BIDDER’S AGREEMENT**

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_ hereinafter called "Contractor",  
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included on the Proposal form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the \_\_\_\_ day of \_\_\_\_\_, 2021, the condition of the above obligation is such that whereas the Contractor has submitted to the **City of TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the "**Parking Lot Paving & Striping Improvements – Tupelo Police Department**" Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
CONTRACTOR TITLE

\_\_\_\_\_  
WITNESSED BY:

**END OF SECTION**

## CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) 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 **PARKING LOT PAVING & STRIPING IMPROVEMENTS – TUPELO POLICE DEPARTMENT** 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 \$ \_\_\_\_\_ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
  - (a) This Agreement
  - (b) Advertisement for Bids
  - (c) Instruction to Bidders
  - (d) General Conditions of Work
  - (e) Signed Copy of Proposal Form and Bidder's Certificate
  - (f) Executed Bidder's Agreement

- (g) Executed Non-Collusion Form and Compliance Statements
- (h) Executed Performance & Payment Bond
- (i) Technical Specifications
- (j) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **MARCH, 2021**.
- (k) ADDENDA:  
No. \_\_\_ Dated \_\_\_\_\_ and No. \_\_\_ Dated \_\_\_\_\_.
- (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 of an individual work order the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. 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 s 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 mature 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 to or for 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 ten percent (10%) 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:  
  
(\$ \_\_\_\_\_ ) \_\_\_\_\_  
(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 5 copies each of which shall be deemed an original on the date first above written.

City of Tupelo, Mississippi

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Mayor

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

(SEAL)

TITLE: City Clerk

Contractor

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

(SEAL)

TITLE: \_\_\_\_\_

**END OF SECTION**

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

CONTRACT BOND FOR \_\_\_\_\_

LOCATED IN THE COUNTY OF \_\_\_\_\_

STATE OF MISSISSIPPI,

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

( hereinafter "Principal" ), a \_\_\_\_\_

residing at \_\_\_\_\_ in the State of \_\_\_\_\_

and \_\_\_\_\_  
( Surety )

residing at \_\_\_\_\_ in the State of \_\_\_\_\_

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

\_\_\_\_\_

( \$ \_\_\_\_\_ ) 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 \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ 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.

\_\_\_\_\_  
(Contractors) Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

(Signature) Attorney in Fact

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

\_\_\_\_\_

Title \_\_\_\_\_

(Contractor's Seal)

\_\_\_\_\_  
(Printed) Mississippi Agent

\_\_\_\_\_  
(Signature) Mississippi Agent

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

\_\_\_\_\_

\_\_\_\_\_  
(Surety Seal)

\_\_\_\_\_  
Mississippi Insurance ID Number

**END OF SECTION**

**SECTION H - TECHNICAL SPECIFICATIONS  
TUPELO MAJOR THOROUGHFARES  
MILL & OVERLAY PROGRAM  
2021 ANNUAL BID**

Table of Contents

1. General Construction Notes	GC-1
2. Technical Provisions for MDOT Std. Specifications	TS-1

**GENERAL CONSTRUCTION NOTES**

1. Existing utility locations are not shown on the Drawings. If required, the Contractor shall be responsible for the coordination of the location (horizontal and vertical) of existing utilities (power, telephone, gas, water, sewer, etc.) with the appropriate utility company before construction begins. The Contractor shall be responsible for calling in the Mississippi 811 service to have utilities located in accordance with local and State laws.
2. Utility or service lines encountered during construction shall be protected by the Contractor and repairs necessary due to damage to same by the Contractor shall be at no additional cost to the Owner.
3. The Contractor shall be responsible for verifying horizontal and vertical clearances on any utility service crossings before installation.
4. The Owner shall provide temporary and permanent grassing following the Contractor's improvements where existing vegetation was removed or disturbed during construction and not required to be improved with pavement, granular material, etc..
5. The Contractor shall be responsible for completing all sampling and testing of materials as required by the specifications.
6. If necessary, detailed construction staking will be provided by the Owner at no cost to the Contractor.

**END OF SECTION**

## TECHNICAL SPECIFICATIONS

### TECHNICAL PROVISIONS FOR MDOT STANDARD SPECIFICATIONS

#### PART 1 - GENERAL

- A. For any work provided under the contract pertaining to grading, drainage, paving, driveways, curb & gutter, granular material, utilities, erosion control, etc. included in the general requirements for the project, the contractor shall utilize the applicable requirements per the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, (also referenced as MDOT Standard Specifications) unless a separate technical specification is provided for a specific item. In cases where the separate technical specification may be different than the MDOT Standard Specifications, the contractor may utilize the MDOT Standard Specifications if approved in writing by the Engineer.
- B. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, except where superseded by Special Provisions, Supplements to Special Provisions or amended by revisions of the Specifications contained within the Contract Documents.
- C. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, and the most current Special Provisions and/or Amendments. The Contractor shall be responsible for ensuring that the most current Special Provisions are utilized and that any Special Provisions and/or Supplements to Special Provisions are complied with for all materials specified in accordance with the MDOT Standard Specifications, 2017 Edition, whether included herein or not.
- D. Where applicable, the Contractor shall be required to provide materials, work, etc. in accordance with MDOT Standard Drawings and related details for the fabrication, installation and materials, especially pertaining to drainage pipe, drainage structures, traffic control, erosion control, etc.

#### PART 2 – MDOT SPECIFICATION ITEMS

- A. Excavation
- B. Granular Materials
- C. Asphalt (See Section C – SOW for exceptions related to alternate mix designs)
- D. Cold Milling
- E. Traffic Control / Temporary Signage
- F. Erosion Control (i.e. Silt Fence, Wattles, etc.)

**END OF SECTION**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, PW Director

**DATE:** April 16, 2021

**SUBJECT:** IN THE MATTER OF AWARD OF CONTRACT FOR TUPELO POLICE  
DEPARATMENT PARKING LOT CW

---

**Request:**

Please award contract for Bid # 2021-011PW.

## CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) 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 **PARKING LOT PAVING & STRIPING IMPROVEMENTS – TUPELO POLICE DEPARTMENT** 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 \$ \_\_\_\_\_ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
  - (a) This Agreement
  - (b) Advertisement for Bids
  - (c) Instruction to Bidders
  - (d) General Conditions of Work
  - (e) Signed Copy of Proposal Form and Bidder's Certificate
  - (f) Executed Bidder's Agreement



- (g) Executed Non-Collusion Form and Compliance Statements
- (h) Executed Performance & Payment Bond
- (i) Technical Specifications
- (j) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **MARCH, 2021**.
- (k) ADDENDA:  
No. \_\_\_ Dated \_\_\_\_\_ and No. \_\_\_ Dated \_\_\_\_\_.
- (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 of an individual work order the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. 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 s 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 mature 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 to or for 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 ten percent (10%) 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:  
  
(\$ \_\_\_\_\_ ) \_\_\_\_\_  
(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 5 copies each of which shall be deemed an original on the date first above written.

City of Tupelo, Mississippi

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Mayor

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

(SEAL)

TITLE: City Clerk

Contractor

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

(SEAL)

TITLE: \_\_\_\_\_

**END OF SECTION**



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Neal McCoy, Director  
**DATE** April 8, 2021  
**SUBJECT:** IN THE MATTER OF CVB MINS, April 8, 2021, NM

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**Request:**

Review Mins.



Tupelo Convention & Visitors Bureau Board Meeting  
Monday, April 5, 2021

The Tupelo Convention & Visitors Bureau met Monday, April 5, 2021, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Stephanie Browning, Louis Britton, Chauncey Godwin, Stephanie Browning, Steven Blaylock, and Gwendolyn Hudson. Tupelo CVB staff members present were Jennie Bradford Curlee, Brian Rucker, and Stephanie Moody-Coomer. Kim Hanna and Nettie Davis represented the City of Tupelo.

Neal McCoy called the meeting to order at 2:03 p.m.

Stephanie Browning moved and Chauncey Godwin seconded approval of the agenda. All voting aye, the motion carried.

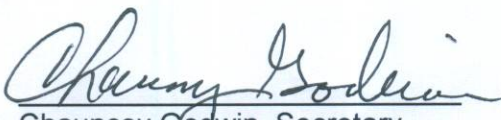
Stephanie Browning moved for approval of the minutes from the board meeting held in March, 2021. Louis Britton seconded approval of the minutes. All voting aye, the motion carried.

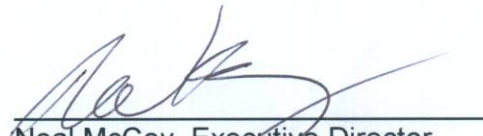
Kim Hanna presented the financial report.

Brian Rucker, Jennie Bradford Curlee and Stephanie Moody-Coomer presented staff reports.

The meeting adjourned at 2:43 p.m.

Submitted by:

  
Chauncey Godwin, Secretary

  
Neal McCoy, Executive Director



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE** April 13, 2021  
**SUBJECT:** IN THE MATTER OF BID AWARD 2021-007WL **JT**

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### **Request:**

We recommend award of the attached bid:

**Bid No. 2021-007WL** – Southwest Substation to Northwest Substation 46 kV Pole Change-Out to the low qualified bid submitted by Groves Electric Services in the amount of \$740,642.35 as recommended by Allen & Hoshall Engineers.

Please let me know if you have any questions.

April 05, 2021

Mr. Johnny Timmons, General Manager  
**Tupelo Water & Light**  
320 North Front Street  
Tupelo, MS 38804

**Subject: Labor, Material, and Equipment Bid 2021-007WL  
Tupelo Water & Light (TW&L)  
Southwest Sub to Northwest Sub 46kV Line Pole Change-Out  
Tupelo, MS**

Dear Mr. Timmons:

After evaluation of the bids received, April 1, 2021, Allen & Hoshall recommends that TW&L accept the bid received from **Groves Electrical Services** in the amount of **\$740,652.35**. This bid amount includes Authorized Contract Amendments of \$30,000.00.

Bid summary is as follows:

Weaver Electric, Inc.	<u>\$ 780,151.95</u>
Grays Power Supply, LLC	<u>\$ 813,404.75</u>
Service Electric Company	<u>\$ 805,165.00</u>
<b>William E. Groves, dba Groves Electric Services</b>	<b><u>\$ 740,642.35</u></b>
Killen Contractors	<u>\$ 951,189.70</u>

If there are any questions, please contact us.

Sincerely,

**ALLEN & HOSHALL**



Bobby Davidson  
[bdauidson@allenhoshall.com](mailto:bdauidson@allenhoshall.com)

Cc: Scott Burleson, Allen & Hoshall  
Patricia Robertson, Allen & Hoshall  
Bobby Davidson, Allen & Hoshall

\\AHMEM03\eu\Tupelo L&W\81848-SW-NW Tup 46kV Pole Replacement\Corr\Contractor Recom 2021-05-05.docx



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE** April 14, 2021

**SUBJECT:** IN THE MATTER OF APPROVAL OF CONTRACT WITH T.L. WALLACE CONSTRUCTION, INC. FOR BID 2021-003WL **JT**

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**Request:**

We recommend award of the attached contract with T.L. Wallace Construction, Inc. for installation of the Hive Sewer Line. The bid for this project (Bid No. 2021-003WL) was approved through your regular council meeting on February 16, 2021.

Please let me know if you have any questions.



CONTRACT AGREEMENT

This Agreement, made this the 23rd day of February, 2021, by and between TL WALLACE CONSTRUCTION, INC., hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of THE HIVE - SEWER for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated JANUARY 2020 and Construction Plans entitled THE HIVE - SEWER Sheets 1 through 13, dated JANUARY 2020, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of Five Hundred and Seventeen Thousand, Nine Hundred and Sixty-Seven 15/100----- Dollars (\$517,967.15-----) being the amount of the accepted proposal for THE HIVE - SEWER subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 120 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of \$800.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 4 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: CITY OF TUPELO

CONTRACTOR: TL WALLACE CONSTRUCTION, INC.

By [Signature]  
Title Jason Shelton, Mayor

By [Signature]  
Title Joey Reagan, Vice-President

ATTEST: [Signature]  
Title Kim Hanna, Chief Financial Officer

ATTEST: [Signature]  
Title Secretary



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Johnny Timmons, Manager TW&L  
**DATE:** April 14, 2021  
**SUBJECT:** IN THE MATTER OF APPROVAL TO SURPLUS A 2013 FORD F-150 TRUCK **JT**

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**Request:**

Your approval is requested to surplus/scrap the following vehicle:

- 2013 Ford F-150 ½-Ton Pick Up Truck (TW&L Unit 10)  
VIN 1FTMF1CF5DFA75351

This truck was involved in an accident on March 24, 2021, and the estimate to repair is more than the truck is worth. After declaration as surplus, this truck will be sold as scrap.

Please let me know if you have any questions.



## AGENDA REQUEST

**TO:** Mayor and City Council

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

**DATE:** April 14, 2021

**SUBJECT:** IN THE MATTER OF AN EMERGENCY BATTERY PURCHASE FOR EAST TUPELO SUBSTATION **JT**

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**Request:**

I respectfully request your approval of an emergency purchase for a new battery system at East Tupelo Substation. Electrical substations operate on D/C power, which is exclusively supplied by a battery system. Currently, this substation is operating off a back-up system.

I have attached a quote from Swift Industrial Power for the installation and testing of a new battery system and charger. The total cost of this work is \$24,047.00.

Please let me know if you have any questions.

**From:** Nathan Jones  
**Email:** [njones@swiftpower.com](mailto:njones@swiftpower.com)  
**Cell Phone:** 205-616-1226  
**Fax:** 865-966-5699



**Swift Industrial Power**  
**10917 McBride Lane**  
**Knoxville, TN 37932**  
[www.swiftpower.com](http://www.swiftpower.com)

**Quote No:** QTL040921  
**Date:** 4/13/2021  
**Terms:** Net 30  
**Freight:** Prepay and Add  
**Lead Time:** 8 weeks

## Quotation

**Sent To:** Tupelo Power and Light  
**Contact:** Norman Cruse  
**Email:** [norman.cruse@tupleoms.gov](mailto:norman.cruse@tupleoms.gov)  
**Phone:** 662-401-3212

**Expiration:** This quote and all pricing listed on the quote will expire 30 days from the date listed above.

**Notes:** Orders paid with credit card will incur a 3% transaction charge.

**Scope of Work:** Replace 16 amp charger and 75ah BAE 12v Block battery. BAE has a 245 amps 1 minute rate.

Quantity	Part Number	Description	Unit Price	Total
15	4JC-05HP	C&D 4JC-05HP Battery; 122ah @ 8hr rate; 227 amps at the 1 minute rate; 20 year design	\$ 878.00	\$ 13,170.00
1	ARO-1T2S-EFC200P-086	7.16 Ft. 1 Tier 2 Step Non- Seismic Painted Rails	\$ 1,163.00	\$ 1,163.00
4	RD00907	Terminal Covers for JC series	\$ 45.00	\$ 180.00
1	SIP-PAN	Custom 3"H Stainsteel pan	\$ 525.00	\$ 525.00
20	SCT-005-SWIFT	12 x 12" Acid absorbing pillow	\$ 16.00	\$ 320.00
1	AT10	Hindle AT10 Charger; 16amp output; 240vac input; AT130016F240SXXXGLXX; includes ground & lighting arrester	\$ 3,830.00	\$ 3,830.00
1	Labor	Installation of charger & battery bank, and installation materials	\$ 4,859.00	\$ 4,859.00
1	RE05657-2S	AK 60 4JC-HP PP2S1R JC Series accessory kit	\$ -	\$ -
			<b>Grand Total:</b> \$	<b>24,047.00</b>

Grand total below does not include any taxes.



## STUDY AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Willie Jennings

**DATE** April 16, 2021

**SUBJECT:** DETERMINATION THAT HABITAT FOR HUMANITY IS A SOCIAL AND  
COMMUNITY SERVICE PROGRAM FOR PURPOSES OF MATCHING  
GRANT **WJ**

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