



TUPELO REGULAR CITY COUNCIL MEETING

JANUARY 16, 2024 AT 6:00 PM
CHURCH STREET SCHOOL AUDITORIUM
445 NORTH CHURCH STREET

AGENDA

INVOCATION: COUNCIL MEMBER ROSIE JONES

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CHAD MIMS

CALL TO ORDER: COUNCIL PRESIDENT TRAVIS BEARD

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

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

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

2. IN THE MATTER OF MINUTES OF JANUARY 2, 2024 MEETING
3. IN THE MATTER OF BILL PAY **KH**

TRAVIS BEARD
LYNN BRYAN
CHAD MIMS
4. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
5. IN THE MATTER OF BUDGET AMENDMENT #4 FOR FY 2024 **KH**
6. IN THE MATTER OF ACCEPTING DEPOSITORY RFP AND APPROVING
RESOLUTION ACKNOWLEDGING SELECTION BY MISSISSIPPI STATE
TREASURER OF CADENCE BANK FOR MUNICIPAL DEPOSITORY FOR THE CITY
OF TUPELO'S DEMAND DEPOSITS AND SPREADING SAME UPON THE MINUTES
KH
7. IN THE MATTER OF RESOLUTION AUTHORIZING MAYOR AND CHIEF
FINANCIAL OFFICER TO ENTER A DEPOSITORY AGREEMENT WITH CADENCE
BANK FOR DEMAND DEPOSITS AND DEPOSITORY AGREEMENTS WITH ALL
QUALIFIED DEPOSITORIES FOR FUTURE INVESTMENT OPPORTUNITIES
SUBJECT TO RATIFICATION IN FINAL FORM **KH**
8. IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **TN**
9. IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID
DEMOLITION OF PROPERTY LOCATED AT 2111 PRESIDENT STREET **TN**
10. IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY
(TABLED AT NOVEMBER 7, 2023 MEETING)**TN**
11. IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT
NOVEMBER 7, 2023 MEETING)**TN**
12. IN THE MATTER OF APPROVAL OF SUMMARY CHANGE ORDER FOR EASON
BLVD IMPROVEMENTS (JOB 2022-015 MT) **DRB**
13. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE
MEETING MINUTES DECEMBER 11, 2023 **DRB**
14. IN THE MATTER OF UNMARKED VEHICLES RESOLUTION **JQ**

- [15.](#) IN THE MATTER OF UPDATE TO THE NARCAN MOU **JQ**
- [16.](#) IN THE MATTER OF MEMORANDUM OF UNDERSTANDING WITH NON-TRANSPORT EMERGENCY MEDICAL SERVICES, BUREAU OF MISSISSIPPI CENTER OF EMERGENCY SERVICES, UNIVERSITY OF MISSISSIPPI MEDICAL CENTER & TUPELO FIRE DEPARTMENT **BR**
- [17.](#) IN THE MATTER OF CHANGE ORDER APPROVAL ENDVILLE RD BID NO. 2023-022PW **CW**
- [18.](#) IN THE MATTER OF APPROVAL FOR CHANGE ORDER F-3 AND FINAL CLOSEOUT DOCUMENTATION FOR VAN BUREN DRAINAGE IMPROVEMENTS PROJECT BID NO. 2023-032PW ARPA **CW**
- [19.](#) IN THE MATTER OF APPROVAL FOR CHANGE ORDER F-2 AND FINAL CLOSEOUT DOCUMENTATION FOR CITY PARK DRAINAGE IMPROVEMENTS PROJECT BID NO. 2023-028PW ARPA **CW**
- [20.](#) IN THE MATTER OF ACCEPTANCE OF DONATION FROM TUPELO SPORTS COUNCIL FOR EASTWOOD SOFTBALL COMPLEX AND BASEBALL COMPLEX **AF**
- [21.](#) IN THE MATTER OF CHANGE ORDER #2 FOR PICKLEBALL COURTS AT DOT COOPER KELLY **AF**
- [22.](#) IN THE MATTER OF BID FOR BALLARD PARK PARK SITE IMPROVEMENTS, PHASE 1 BID #2023-061PR **NM**
- [23.](#) IN THE MATTER OF APPROVAL OF CONTRACT FOR BALLARD PARK SITE IMPROVEMENTS, PHASE 1 BID #2023-061PR **NM**
- [24.](#) IN THE MATTER OF APPROVAL OF MDOT MATCHING GRANT AIP 3-28-054-2023 **JW**
- [25.](#) IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF NOVEMBER 20, 2023 **KK**
- [26.](#) IN THE MATTER OF CVB BOARD MINS. JANUARY 10, 2023 **SC**
- [27.](#) IN THE MATTER OF APPROVAL OF CHANGE ORDER # 2 & FINAL SUMMARY FOR THE HWY 45 SEWER OUTFALL PROJECT (BID NO 2023-019WL) ARPA **JT**
- [28.](#) IN THE MATTER OF APPROVAL OF CONTRACT WITH MAX FOOTE CONSTRUCTION COMPANY, LLC FOR BID # 2023-040WL (CENTRAL PUMPING STATION MODIFICATIONS) **JT**
- [29.](#) IN THE MATTER OF APPROVAL OF MEMORANDUM OF AGREEMENT WITH MISSISSIPPI MAIN STREET ASSOCIATION **LR**

- [30.](#) IN THE MATTER OF REVIEW OF THE RESPONSES TO RFP 23-055PW AND TO AWARD A CONTRACT FOR DEBRIS REMOVAL SERVICES TO THE MOST RESPONSIBLE OFFEROR WHOSE PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY OF TUPELO, AND SUCH CONTRACT SHALL BE EXECUTED BY THE MAYOR AND SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL (TABLED AT DECEMBER 19, 2023 MEETING) **SR**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE January 16, 2024

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **TN**

Request:

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

Preliminary Lot Mowing Report for 01/16/2024

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	45569	089F3030300	208 W DOZIER ST	LOCKRIDGE SHERRY	236 COUNTY ROAD 51	TUPELO, MS 38801	TP
2.	45570	089F3030200	206 W DOZIER ST	COLE JOANNE M	877 ELVIS PRESLEY DR	TUPELO, MS 38804	TP
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AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE January 8, 2024

SUBJECT: IN THE MATTER OF MINUTES OF JANUARY 2, 2024 MEETING

Request:

Please review and approve the minutes of the January 2, 2024 regular Council meeting.

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
JANUARY 02, 2024

Be it remembered that a regular meeting of the Tupelo City Council was held in the Church Street School auditorium on Tuesday, January 2, 2024, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Jones introduced Mr. Charles Penson, who led the invocation. Council Member Chad Mims led the pledge of allegiance.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

PUBLIC RECOGNITION

Council Member Nettie Davis wished everyone a happy new year and emphasized the importance of government and our city. She also invited everyone to the upcoming Martin Luther King Day celebrations.

Council Member Buddy Palmer thanked Lucia Randle and her Downtown Main Street team for the New Year celebration.

MAYOR'S REMARKS

Mayor Todd Jordan wished everyone a very Happy New Year and gave accolades to Lucia Randle and the DTMSA team and Stephanie Coomer and the CVB team, all who made the celebration a success. He shared his memories and impact of Carver School as mentioned by Mr. Charles Penson. He also reminded everyone of the Martin Luther King celebration coming up in a couple of weeks.

IN THE MATTER OF MINUTES OF DECEMBER 19, 2023 MEETING

Council Member Davis moved, seconded by Council Member Palmer, to approve the minutes of the December 19, 2023, regular Council meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF BID #2023-053FD - 5500 SERIES PRIME MOVER PICKUP TRUCK

The City advertised and received bids for Bid # 2023-053FD - 5500 Series Prime Mover Pickup Truck. One bid was received from Cannon Motors in the amount of \$104,000.00. On August 1, 2023, the City was awarded a Homeland Security grant to pay up to \$101,768.00 for the purchase of this truck, leaving a balance of \$2,232.00. for the City to pay. Council Member Davis moved, seconded by Council Member Gaston, to find the properly advertised, single bid as commercially reasonable, and to award the bid to Cannon Motors in the amount of \$ 336,505.52. The vote was unanimous in favor.

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

This item was left on the table.

IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (TABLED AT NOVEMBER 7, 2023 MEETING)

This item was left on the table.

IN THE MATTER OF CHANGE ORDER APPROVAL ENDVILLE RD BID NO. 2023-022PW

Council Member Gaston moved, seconded by Council Member Jones, to table this item. The vote was unanimous in favor.

IN THE MATTER OF ARPA BID 2023-060PW - MITCHELL ROAD CROSSDRAIN REPLACEMENT

Bids were advertised and received for ARPA Bid # 2023-060PW - Mitchell Road Crossdrain Replacement. Nine bids were received with the lowest and best bid being from Townes Construction Company, Inc. in the amount of \$366,890.31, which was \$159,069.69 below the engineer's estimate for the project. Council Member Bryan moved, seconded by Council Member Palmer, to award the bid to Townes Construction Company, Inc. The vote was unanimous in favor.

IN THE MATTER OF ARPA BID # 2023-059PW - MEDICAL PARK CIRCLE PIPE REPLACEMENT

Bids were advertised and received for ARPA Bid # 2023-059PW - Medical Park Circle Pipe Replacement. Eleven bids were received with the lowest and best bid being from Townes Construction Company Inc. in the amount of \$314,530.40, which was \$126,504.60 below the engineer's estimate for the project. Council Member Palmer moved, seconded by Council Member Gaston, to award the bid to Townes Construction Company, Inc. The vote was unanimous in favor.

IN THE MATTER OF REQUEST TO REJECT BID # 2023-052WL – WEST JACKSON STREET (MADISON TO FRONT) OVERHEAD TO UNDERGROUND RELOCATION OF ELECTRIC UTILITIES AND/OR STREET LIGHTING FACILITIES

Bids were advertised and received for Bid 2023-052WL - West Jackson Street (Madison to Front) Overhead to Underground Relocation of Electric Utilities and/or Street Lighting Facilities. One electronic bid was received from Reinhold Electric. Upon opening the downloaded submittal it was determined the sole bidder, Reinhold Electric, did not have as required by law a Certificate of Responsibility (COR) in Mississippi at the time of the bid opening. The bid was not considered and should be rejected. Council Member Davis moved, seconded by Council Member Bryan, to reject the bid. The vote was unanimous in favor.

IN THE MATTER OF APPROVAL OF CHANGE ORDER # 1 FOR THE CENTRAL PUMPING STATION MODIFICATIONS (BID NO. 2023-040WL)

Council member Bryan moved, seconded by Council Member Palmer, to approve change order #1 for Bid # 2023-040WL – Central Pumping Station Modifications subject to review and comment by the Mississippi Department of Environmental Quality. This change order decreases the net cost by \$500,000.00, to modify the wet well from a square structure to a round structure. The new contract amount is \$11,847,000.00. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the City Council at this time, Council Member Bryan moved, seconded by Council Member Palmer, to adjourn the meeting at 6:15 PM. The vote was unanimous in favor.

This the 2nd day of January, 2024.

Travis Beard, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, City Clerk/CFO
DATE December 27, 2023
SUBJECT: IN THE MATTER OF BILL PAY

Request:

For your review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE January 16, 2024

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

Request:

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

ITEMS:

Committee for King	\$2,000	(MLK Event Ad)
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AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE January 16,2024

SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #4 FOR FY 2024. **KH**

Request:

Please review and approve amendment #4 which includes:

- Increasing general fund \$3,973,522 for transferring excess revenue to the Capital fund for \$3,614,022, for the reimbursement of MDA for DIP Grant in the amount of \$277,500, and \$82,000 for a donation from the Tupelo Sports Council for baseball and softball improvements.
- Increasing the capital fund \$150,000 for Endville Road Change order (100,000) and for the Pickleball electrical improvements (\$50,000)

ITEMS:

Amendment #4

City of Tupelo
Fy 2024 Budget Revision #4

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2024 Budget as follows:

	Original Budget	Amendment	Amended Budget
<u>General Fund Revenues</u>			
Local Taxes	8,718,760		8,718,760
Licenses & Permits	1,125,000		1,125,000
Intergovernmental Revenues	37,144,044		37,144,044
Charges for Services	698,000		698,000
Fines & Forfeits	577,000		577,000
Interest Income & Misc. Revenues	1,023,962	359,500	1,383,462
Other Financing Resources	224,209		224,209
Unreserved Fund Balance	-	3,614,022	3,614,022
Total General Fund Revenues	49,510,975	3,973,522	53,484,497

Purpose: To budget for the repayment of the DIP grant from Cadence Bank to MDA (\$277,500)
To budget for the transfer of the excess revenue from FY 2023 to the Capital Fund in accordance with City Policy.
To accept a donation from the Tupelo Sports Council for \$82,000 for baseball and softball improvements

Expenditures:

City Council

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

Purpose:

Executive Dept.

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

Purpose:

City Court

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

Purpose:

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

Purpose:

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

Purpose:

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

Purpose:

<u>Police Dept</u>			
Personnel	10,029,989		10,029,989
Supplies	783,486		783,486
Other Services & Charges	2,335,455		2,335,455
Capital	398,600	-	398,600
Total Police Dept.	13,547,530	-	13,547,530

Purpose:

<u>Fire Dept</u>			
Personnel	7,233,609		7,233,609
Supplies	415,288		415,288
Other Services & Charges	345,286		345,286
Capital	-	-	-
Total Fire Dept.	7,994,183	-	7,994,183

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,339,911		3,339,911
Supplies	406,100		406,100
Other Services & Charges	2,375,258		2,375,258
Capital	17,000	-	17,000
Total Public Works	6,138,269	-	6,138,269

Purpose:

<u>Parks & Recreation</u>			
Personnel	2,373,364		2,373,364
Supplies	457,000		457,000
Other Services & Charges	1,179,533	82,000	1,261,533
Capital	31,659	-	31,659
Total Parks & Rec	4,041,556	82,000	4,123,556

Purpose: To budget for donation from Sports Council to fund improvements to baseball complex (57,000) and the Eastwood facility (25,000).

<u>Aquatics Facility</u>			
Personnel	487,227		487,227
Supplies	103,500		103,500
Other Services & Charges	512,000		512,000
Capital	10,000	-	10,000
Total Aquatics Facility	1,112,727	-	1,112,727

Purpose:

<u>Museum</u>			
Personnel	149,110		149,110
Supplies	9,000		9,000
Other Services & Charges	37,600		37,600
Capital	4,000	-	4,000
Total Museum	199,710	-	199,710

Purpose:

Community Services	1,065,600	277,500	1,343,100
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Purpose:

Debt Service	325,480	-	325,480
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Purpose:

Other Financing Uses	7,889,804	3,614,022	11,503,826
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Purpose:

Reserves	55,500	-	55,500
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Total General Fund Expenditures	49,510,975	3,973,522	53,484,497
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	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	1,092,972		1,092,972
Transfer from Other Funds	8,452,600	150,000	8,602,600
State Funds	500,000		500,000
Miscellaneous Income	22,500		22,500
Bond Proceeds	14,035,000		14,035,000
Unreserved Fund Balance	14,713,897	-	14,713,897
Total Revenues	<u>38,816,969</u>	<u>150,000</u>	<u>38,966,969</u>
Expenditures			
Other Services & Charges			
Maintenance Projects	591,275		591,275
Street Overlay	7,181,280		7,181,280
Neighborhood Revitalization	1,021,405		1,021,405
Traffic Calming	141,030		141,030
Contingies/Grant Matches	40,000	-	40,000
Total Other Services & Charges	<u>8,974,990</u>	<u>-</u>	<u>8,974,990</u>
Capital			
Infrastructure Improvements	9,653,488	100,000	9,753,488
Purchase of Property	61,918		61,918
Equipment	1,062,425		1,062,425
Building Improvements	8,251,398		8,251,398
Park Improvements	7,392,710	50,000	7,442,710
Vehicles	577,484		577,484
Police Vehicles/Equipment	630,000		630,000
Fire Equipment/Trucks	2,212,556		2,212,556
Contingencies(Grant Matches)	-	-	-
Total Capital	<u>29,841,979</u>	<u>150,000</u>	<u>29,991,979</u>
Other Financing Uses	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>38,816,969</u>	<u>150,000</u>	<u>38,966,969</u>

Purpose: To budget for Endville Road change order (\$100,000) and Lee Acres Pickleball Court for electrical improvements estimated to be \$50,000.

Voting

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

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE: January 16, 2024

SUBJECT: IN THE MATTER OF ACCEPTING DEPOSITORY RFP AND APPROVING RESOLUTION ACKNOWLEDGING SELECTION BY MISSISSIPPI STATE TREASURER OF CADENCE BANK FOR MUNICIPAL DEPOSITORY FOR THE CITY OF TUPELO'S DEMAND DEPOSITS AND SPREADING SAME UPON THE MINUTES **KH**

Request:

To acknowledge the selection of Cadence Bank by the State Treasurer, David McRae as the City of Tupelo's bank depository for demand deposits effective February 1, 2024 through January 31, 2026. Sealed proposals were accepted by the City of Tupelo on January 5, 2024 but forwarded unopened to the State Treasurer on January 9, 2024.

ITEMS:

Resolution acknowledging the selection of Municipal Depository for demand deposit accounts
Letter from the State Treasurer with tab sheet
Letter from Stephen Reed



January 9, 2024

Stephen Reed
Assistant City Attorney
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

Re: City of Tupelo, MS Municipal Depository Bids

Dear Mr. Reed:

Our office has received and reviewed the sealed bids for the selection of a depository for the City of Tupelo for a term of two years beginning on February 1, 2024. Per MISS. ANN. CODE § 27-105-305, we have made the following determination regarding the award of City depository funds:

Cadence Bank has been selected as your depository for City's demand deposit (checking) accounts for a term of two years beginning on February 1, 2024, under its proposal to pay a variable rate equal to Fed Funds target less 50 basis points with a floor of 0.05%. The variable currently equals 5.00%. Based upon the uncertain timing and magnitude of potential interest rate cuts and the length of the term the depository will serve, we opted for the variable rate option.

Please note that although Cadence Bank has been awarded the City's funds for the period of February 1, 2024, through January 31, 2026, the City is not precluded from utilizing the other five banks that participated in the bidding process— BankPlus, BNA Bank, Regions, Renasant, and Trustmark Bank—for the investment of excess funds as they are also qualified depositories of the State of Mississippi.

Our comprehensive analysis is enclosed for your review. Please feel free to call Justin Smith, Chief Investment Officer, with any questions at (601) 359-3536.

Sincerely,



David McRae
State Treasurer

City of Tupelo
 Depository Bid Results
 Analysis as of 1/09/24

Fed Funds Target Range 5.25 - 5.50%
 Current 3 mo Treasury Rate 5.37%

Institution	Interest Checking				Money Market				Additional Comments
	Term of Bid	Bid Rate	Rate Type	Current Rate Calculation	Term of Bid	Bid Rate	Rate Type	Current Rate Calculation	
BankPlus	2-year	Fed Funds Target less 200 bps	Variable	3.50%	2-year	Fed Funds Target less 200 bps	Variable	3.50%	
BNA Bank	2-year	N/A	Fixed	N/A	2-year	Fed Funds Target less 100 bps	Variable	4.50%	
Cadence	2-year	3.71%	Fixed	3.710%	2-year	Fed Funds Target less 50 bps; Floor: .05%	Variable	5.00%	\$500 monthly flat fee; Min Avg \$50mm; Max Avg Balance \$85mm Min avg Balance \$30mm
Regions	2-year	N/A	Fixed	N/A	2-year	75% of Fed Funds Target	Variable	4.13%	Earnings Credit Rate 0.75%
Renasant	2-year	3.10%	Fixed	3.100%	2-year	Fed Funds Target less 215 bps; Floor: .05%	Variable	3.35%	Fee waived w/Min avg balance \$50mm; option for transition assistance approx \$25k but lower rate
Trustmark	2-year	3.35%	Fixed	3.350%	2-year	3.10%	Fixed	3.10%	Higher rate of 3.35% included fees; 3.10 rates will waive all fees

FDTR 5.50% For Dec 13 Next Release 31 Jan 13:00 Survey 5.50%

Fed Balance Sheet

Federal Reserve

<div> <div>Policy</div> <div>Members</div> <div>Contact FED</div> </div> <div> <div>Activity</div> <div>Calendar</div> <div>Statements</div> <div>Minutes</div> <div>Beige Book</div> <div>FOMC Policy</div> <div>FOMC Decisions</div> <div>Monetary Policy Releases</div> <div>Speeches & Testimony</div> <div>FOMC Speak</div> <div>Website</div> </div> <div> <div>Aggregates</div> <div>Balance Sheet</div> <div>Money Supply</div> <div>Reserves</div> <div>Reserve Balance Factors</div> <div>Bank Assets</div> <div>Dealer Positions</div> <div>Consumer Credit</div> <div>Foreign Holdings</div> <div>Debt Outstanding</div> </div>	<div> <div>Latest FOMC Decision</div> <div>December 13, 2023</div> <div> <div>Funds Rate Upper Bound</div> <div>Funds Rate Lower Bound</div> <div>Discount Rate</div> <div>Policy Concern</div> <div>FOMC Vote</div> <div>Side-by-Side Statements</div> <div>Interest Rates on Reserve Balances</div> <div>IORB</div> </div> <div> <div>Temporary Open Market Operations</div> <div>Award Rate (%)</div> <div>Total Bids Accepted</div> <div>Total Accepted Amount ...</div> </div> </div> <div> <div> <div>Events</div> <div>News</div> <div>Research</div> <div>Blogs</div> <div>Releases</div> </div> <div> <div>News</div> <div> <div>1001</div> <div>Markets Get Ready for Risk-Free Fed Arbitra...</div> <div>BN</div> <div>14:52</div> </div> <div> <div>1011</div> <div>Fed's Barr Signals Emergency Loan Program ...</div> <div>BN</div> <div>14:00</div> </div> <div> <div>1022</div> <div>Fed's Michael Barr Is Open to Concessions o...</div> <div>BN</div> <div>07:00</div> </div> <div> <div>1033</div> <div>Stocks Struggle After Tech-Led Bounce; Oil C...</div> <div>BN</div> <div>15:02</div> </div> <div> <div>1044</div> <div>AsiaEco Brief: Pakistan's Recovery Depends ...</div> <div>BBF</div> <div>14:59</div> </div> <div> <div>1055</div> <div>Markets Get Ready for Risk-Free Fed Arbitra...</div> <div>BN</div> <div>14:52</div> </div> <div> <div>1066</div> <div>\$ECON: Atlanta Fed's GDPNow was nudged do...</div> <div>FLY</div> <div>14:45</div> </div> <div> <div>1077</div> <div>Translated: Anderson, First Vice President of...</div> <div>KYO</div> <div>14:36</div> </div> <div> <div>1088</div> <div>Fed Watch: Interviews, Comments and Policy...</div> <div>BN</div> <div>14:34</div> </div> <div> <div>1099</div> <div>Treasuries Hold Gains After Solid 3Y Sale; We...</div> <div>BFW</div> <div>14:25</div> </div> <div> <div>1110</div> <div>Central Bank Watch: Countries, Rates, Chang...</div> <div>BN</div> <div>14:04</div> </div> <div> <div>1111</div> <div>Fed's Barr Signals Emergency Loan Program ...</div> <div>BN</div> <div>14:00</div> </div> <div> <div>1122</div> <div>Stocks Flip To Losses, Nvidia Defies Gravity, ...</div> <div>BZG</div> <div>13:15</div> </div> </div> </div> <div> <div> <div>FOMC Forecasts</div> <div> <div>2019</div> <div>2020</div> <div>2021</div> <div>2022</div> <div>2023</div> <div>2024</div> <div>2025</div> </div> <div> <div>Real GDP (yoy%)</div> <div>2.50</div> <div>-2.20</div> <div>5.80</div> <div>1.90</div> <div>2.60</div> <div>1.40</div> <div>1.80</div> </div> <div> <div>Core PCE (yoy%)</div> <div>1.65</div> <div>1.32</div> <div>3.61</div> <div>5.24</div> <div>3.20</div> <div>2.40</div> <div>2.20</div> </div> <div> <div>Unemployment (%)</div> <div>3.68</div> <div>8.09</div> <div>5.35</div> <div>3.63</div> <div>3.80</div> <div>4.10</div> <div>4.10</div> </div> </div> </div>	<div> <div>Next FOMC Decision</div> <div>January 31, 2024</div> <div>at 13:00</div> <div> <div>Delayed Rates</div> <div>Fed Funds Effective ...</div> <div>ICAP Market O/N Ra...</div> <div>Overnight Bank Fun...</div> <div>Futures Implied Rate</div> <div>March 2024</div> <div>June 2024</div> <div>September 2024</div> <div>Forward Guidance</div> <div>Board of Gov. Fed Funds F...</div> <div>Forward Guidance Chart B...</div> <div>BE U.S. Primer</div> </div> </div> <div> <div> <div>Toolbox</div> <div> <div>COVID-19 QE Measures</div> <div>ECST Balance Sheet Items</div> <div>ECST CB Liquidity Swaps</div> <div>NSN Fed Lending - Key Fea...</div> <div>HTTP Fed Reports to Congre...</div> <div>NSN BE Global Stimulus Me...</div> </div> <div> <div>Fed Bond Holdings</div> <div>DEBT SOMA Maturity Distribu...</div> <div>MBS Holdings</div> <div>HTTP MBS Operations Sched...</div> </div> <div> <div>Fed Funds Analytics</div> <div>DOTS FOMC Dots Projections</div> <div>WIRP Probability of Fed Fun...</div> <div>MIPR Market Implied Policy ...</div> <div>ECFC Analyst Forecasts</div> <div>NSN BE Fed Spectrometer</div> </div> <div> <div>U.S. Interest Rates</div> <div>BTMM Bond Market</div> <div>FWCM Fwd Curve Matrix</div> <div>GC Trs'y Curve</div> <div>NDX Selected Rates</div> <div>XLTP OIS Implied Probabilit...</div> <div>ECST FRB H.15</div> </div> <div> <div>Leading Indicators</div> <div>GP Chicago Fed</div> <div>GP Empire Mfg.</div> <div>GP Phila Fed</div> <div>GP NBER Recession</div> <div>NH NBER Research</div> <div>HTTP NBER Bus. Cycles</div> <div>GP Dallas Fed</div> </div> </div> </div>
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SN 577966 CST GMT-6:00 G639-2175-168 09-Jan-2024 15:16:30

Set Default | Export | **World Interest Rate Probability**

Show Models

☐ Enable Overrides

Region: United States »

Instrument: Fed Funds Futures »

Target Rate

5.50

Pricing Date

01/09/2024

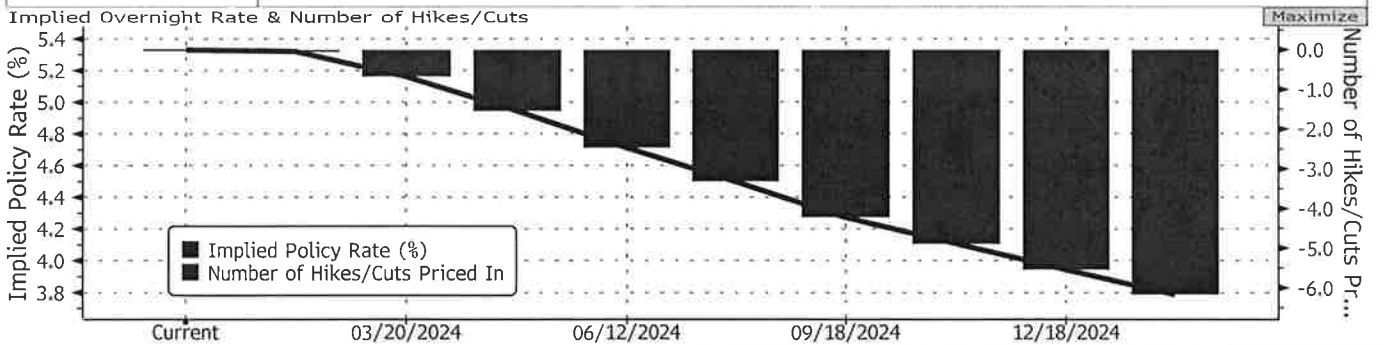
Effective Rate

5.33

Cur. Imp. O/N Rate

5.329

Meeting	#Hikes/Cuts	%Hike/Cut	Imp. Rate Δ	Implied Rate	A.R.M.
01/31/2024	-0.045	-4.5%	-0.011	5.318	0.250
03/20/2024	-0.675	-63.0%	-0.169	5.160	0.250
05/01/2024	-1.553	-87.8%	-0.388	4.941	0.250
06/12/2024	-2.479	-92.6%	-0.620	4.709	0.250
07/31/2024	-3.325	-84.6%	-0.831	4.498	0.250
09/18/2024	-4.227	-90.3%	-1.057	4.272	0.250
11/07/2024	-4.896	-66.9%	-1.224	4.105	0.250
12/18/2024	-5.546	-65.0%	-1.387	3.942	0.250
01/29/2025	-6.175	-62.9%	-1.544	3.785	0.250



SN 577966 CST GMT-6:00 G639-2175-168 09-Jan-2024 15:16:16

United States of America		Browse		15:16:04		Treasury & Money Markets	
Fed Funds FOMC »		Fed O/N Repo		US T-Bill		USD Deposit Rates	
FDFD 5.3100 5.3300		TGCR 5.30		4W 5.37 +0.00 5.27 5.27		O/N 5.3059 5.4341	
OBFR01 5.32		BGCR 5.30		2M 5.38 -0.02 5.26 5.25		1W 5.3025 5.4575	
Commercial Paper		AFX O/N Rate		3M 5.37 +0.01 5.24 5.21		2W 5.2684 5.4466	
30D 5.310		AMERIBOR 5.43		6M 5.22 +0.02 5.02 5.01		1M 5.3300 5.5200	
90D 5.400				1Y 4.82 +0.00 4.60 4.59		Rev Repo (Bid/Ask)	
Dow Jones		S&P 500 E-Mini Future		NASDAQ Composite Index		O/N 5.37 5.33	
DJIA 37525.16 -157.85		SPX Fut 4792.75 -8.50		CCMP 14857.71 +13.94		1W 5.52 5.48	
US Bonds FIT »				CRB Commodity Index		2W 5.53 5.49	
T 4 1/4 12/31/25 4.366		99-24 7/8 99-25 + 00+		CRB 264.69 +3.04		1M 5.52 5.48	
T 4 3/8 12/15/26 4.134		100-20 3/4 100-21 + 00+		LIBOR		6M 5.53 5.49	
T 3 3/4 12/31/28 3.973		98-31 3/4 99-00 + 02		S&P 500		BSBY Fix	
T 3 3/4 12/31/30 3.998		98-15+ 98-16 + 03+		SPX 4756.47		O/N 5.41 5.31	
T 4 1/2 11/15/33 4.017		103-28 103-28+ + 03+		FRAs		1M 5.36 5.34	
T 4 3/4 11/15/43 4.326		105-18+ 105-19+ + 03+		1x4		3M 5.41 5.32	
T 4 3/4 11/15/53 4.187		109-16 109-17 + 03+		2x5		6M 5.37 5.17	
Spot FX FXC »		Key Rates		SOFR OIS Swaps		1Y 5.23 4.82	
JPY 144.5000		Prime 8.50		3Y 3.9160		Funds Future	
EUR 1.0929		BLR 7.25		5Y 3.6978		JAN 94.673	
GBP 1.2707		FDTR 5.50		10Y 3.6447		G/C ON 5.38	
CAD 1.3395		Discount 5.50		30Y 3.5024		30Y MBS BBTM »	
						FNCL 5 98-07+ 98-12 - 03+	
						G2SF 5 98-25+ 99-00+ + 01+	
						Current Coupon 5.469	
Economic Releases ECO »							
Date Time C A M R Event		Period		Surv(M)		Actual	
01/09 05:00 US NFIB Small Business Optimism		Dec		91.0		91.9	
01/09 07:30 US Trade Balance		Nov		-\$64.9b		-\$63.2b	
01/10 06:00 US MBA Mortgage Applications		Jan 5		--		--	
01/10 09:00 US Wholesale Inventories MoM		Nov F		-0.2%		-0.2%	
01/10 09:00 US Wholesale Trade Sales MoM		Nov		0.4%		-1.3%	
01/11 07:30 US CPI MoM		Dec		0.2%		0.1%	
01/11 07:30 US CPI Ex Food and Energy MoM		Dec		0.3%		0.3%	
01/11 07:30 US CPI YoY		Dec		3.2%		3.1%	
01/11 07:30 US CPI Ex Food and Energy YoY		Dec		3.8%		4.0%	
01/11 07:30 US CPI Index NSA		Dec		306.602		307.051	
01/11 07:30 US CPI Core Index SA		Dec		313.006		312.251	
01/11 07:30 US Real Avg Hourly Earning YoY		Dec		--		0.8%	
01/11 07:30 US Real Avg Weekly Earnings YoY		Dec		--		0.5%	
01/11 07:30 US Initial Jobless Claims		Jan 6		210k		202k	
01/11 07:30 US Continuing Claims		Dec 30		1870k		1855k	

SN 577966 CST GMT-6:00 G639-2175-168 09-Jan-2024 15:16:03



City of Tupelo

Todd Jordan
Mayor

Stephen N. Reed
Assistant City Attorney

COUNCIL

Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

January 8, 2024

Mississippi State Treasurer
Attn: Justin Smith, Chief Investment Officer
5001 North West Street
Woolfolk Building, Suite 1101
Jackson, MS 39205-0138

RE: City of Tupelo, MS Municipal Depository Bids

Dear Mr. Smith,


The City Council of the City of Tupelo has authorized the solicitation of proposals ("RFP") from qualified depositories in the State of Mississippi seeking to serve as municipal depository for the City of Tupelo for a term of two-years and beginning on February 1, 2024. As a result of the RFP, the City of Tupelo received six proposals from qualified depositories. As we discussed by phone, there exists a potential conflict between a member of the Tupelo City Council and one of the RFP respondents, and if such proposal were to be accepted, this could result in a municipal contract in which this City Council member would have a direct or indirect interest. In order to avoid any such conflict, the City of Tupelo desires to avail itself of the provisions of Miss. Code Ann. § 27-105-305 (1972, as amended) by having the Treasurer make the selection of municipal depository.

Attached hereto, you will find six sealed proposals from qualified depositories which were timely received in accordance with the terms of the RFP. These bids have remained sealed since their submittal, and have not been presented to the City Council for consideration. In accordance with Mississippi law, please proceed with evaluating the attached proposals, taking into consideration all material aspects of the proposal, including, but not limited to, net earnings, account costs, costs of transfer of accounts from existing depositories, banking services provided and other service considerations, and meeting the requirements provided in Section 27-105-315, having in view the safety of such funds. For informational purposes, the City's current depository is Cadence Bank.

It is the desire of the City of Tupelo to have selected one depository for demand deposit (checking) purposes. Also, the City desires to have named additional depositories for investment related purposes of any excess funds that it may have. These investments may be in the form of Certificates of Deposit (CDs) or Treasury Bills (T-Bills). Please evaluate all responses for such purposes.

To assist in the evaluation of these proposals, I have included a summary of the banking activity of our city.

Very Truly Yours,



Stephen N. Reed
Assistant City Attorney

Enclosures

Cc: David McRae, State Treasurer
Kim Hanna, CFO
Ben Logan, City Attorney



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE: January 16, 2024

SUBJECT: IN THE MATTER OF RESOLUTION AUTHORIZING MAYOR AND CHIEF FINANCIAL OFFICER TO ENTER A DEPOSITORY AGREEMENT WITH CADENCE BANK FOR DEMAND DEPOSITS AND DEPOSITORY AGREEMENTS WITH ALL QUALIFIED DEPOSITORIES FOR FUTURE INVESTMENT OPPORTUNITIES SUBJECT TO RATIFICATION IN FINAL FORM **KH**

Request:

To approve the form of the Depository Agreement, as submitted, and authorize the mayor and CFO to execute any and all documents after legal review, subject to ratification in final form

ITEMS:

RESOLUTION AUTHORIZING THE DEPOSITORY AGREEMENTS



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE January 16, 2024

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

Request:

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

Preliminary Lot Mowing Report for 01/16/2024

Item # 8.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	45569	089F3030300	208 W DOZIER ST	LOCKRIDGE SHERRY	236 COUNTY ROAD 51	TUPELO, MS 38801	TP
2.	45570	089F3030200	206 W DOZIER ST	COLE JOANNE M	877 ELVIS PRESLEY DR	TUPELO, MS 38804	TP
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10							
11							
12							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE January 16, 2024

SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR
UNPAID DEMOLITION OF PROPERTY LOCATED AT 2111 PRESIDENT
STREET TN

Request:

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

2111 President Street (Parcel # 101M-12-093-00)

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 43968

**ELOISE BARNES ESTATE AND ANY PARTY
HAVING OR CLAIMING ANY LEGAL OR EQUITABLE
INTEREST IN 2111 PRESIDENT**

OWNER

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

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

Property Owner: ELOISE BARNES ESTATE

Address of Owner: 2111 PRESIDENT STREET

Parcel Number: 101M-12-093-00

Address of Violation: 2111 PRESIDENT STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **06/20/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **01/16/2024**, adjudicated the actual cost of demolition to be **\$5,500.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 16th day of January, 2024

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

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

Request:

For discussion, review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, DDS Director

DATE November 2, 2023

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

Request:

For discussion, review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE January 12, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF SUMMARY CHANGE ORDER FOR EASON BLVD IMPROVEMENTS (JOB 2022-015 MT) **DRB**

Request:

Approval of the attached Summary Change Order.

Eason Boulevard (Veterans to Briar Ridge) Modifications – Summary Change Order – This Change Order shows a net decrease of \$15,793.00 to use HP pipe in place of RCP pipe. This modification provides the same drainage capability without compromising structural integrity or safety. This change order also reflects an increase of \$1,248.00 due to switching of the 4 head signal to a 5 head signal. In doing so we were able to eliminate the need for an additional 3 head signal. This change order also reflects a fuel adjustment of \$6,288.96 due to an increase in the Fuel Index.

Combined, these changes result in a net DEDUCTION in the amount of \$8,256.04

**EASON BOULEVARD IMPROVEMENTS
VETERANS BOULEVARD to BRIAR RIDGE
CITY OF TUPELO, MISSISSIPPI**

CHANGE ORDER

Order No.: 2

Date: 01-09-2024

Agreement Date: 06-01-2022

Project: **EASON BOULEVARD IMPROVEMENTS, VETERANS BOULEVARD to BRIAR RIDGE**

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

HP pipe used in place of RCP at a deduction of material costs of	(-) \$15,793.00
Material cost change for switching from 4 head signals to 5 head signals is an addition of	(+) \$1,248.00
Summary Change Order Amount (See Attachment)	(+) \$6,288.96
Total Deduction	(-) \$8,256.04

Justification:

After the project was bid, it was determined that the use of HP Pipe would be acceptable and would provide a cost savings to the project and was therefore agreed to by all parties. Also, after the project was bid it was determined that MDOT would require 5 head signals instead of the 4 head signals that were originally specified. The material cost for the 5 head signals was more than the original 4 head signals resulting in additional cost for these signals. However due to using the 5 head signals, one of the 3 head signals was able to be eliminated from the project resulting in net savings as reflected in the attached summary change order.

ORIGINAL CONTRACT PRICE	<u>\$4,102,161.63</u>
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	<u>\$4,131,348.63</u>
The CONTRACT PRICE due to this CHANGE ORDER will be decreased by	<u>\$8,256.04</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	<u>\$4,123,092.59</u>
The CONTRACT TIME will be increased by <u>0</u> calendar days.	

Approvals required:

Requested by (OWNER): _____

Recommended by (ENGINEER): _____

Accepted by (CONTRACTOR): _____

Final Summary Change Order
Eason Boulevard Improvements
Veterans Boulevard to Briar Ridge
City of Tupelo



Item No.	Item	Quantity	Unit	Unit Price	Original Amount	Final Quantity	Add (Deduct)	Final Contract Amount
1	Clearing and Grubbing	1	LS	\$5,000.00	\$ 5,000.00	1.00	\$0.00	\$5,000.00
2	Removal of Concrete	423	SY	\$10.00	\$ 4,230.00	485.50	\$625.00	\$4,855.00
3	Removal of Headwall & FES	11	EA	\$500.00	\$ 5,500.00	2.00	-\$4,500.00	\$1,000.00
4	Removal of Rip Rap	84	SY	\$20.00	\$ 1,680.00	2.50	-\$1,630.00	\$50.00
5	Replacement of Mailbox	17	EA	\$250.00	\$ 4,250.00	14.00	-\$750.00	\$3,500.00
6	Removal of Inlets	4	EA	\$500.00	\$ 2,000.00	3.00	-\$500.00	\$1,500.00
7	Removal of Asphalt Pavement	6,075	SY	\$10.00	\$ 60,750.00	5,902.76	-\$1,722.40	\$59,027.60
8	Removal of Curb & Gutter	46	LF	\$10.00	\$ 460.00	117.00	\$710.00	\$1,170.00
9	Removal of Pipes (All Types)	616	LF	\$10.00	\$ 6,160.00	616.00	\$0.00	\$6,160.00
10	Relocation of Sign	18	EA	\$150.00	\$ 2,700.00	9.00	-\$1,350.00	\$1,350.00
11	Relocation of Fire Hydrant	1	EA	\$3,500.00	\$ 3,500.00	1.00	\$0.00	\$3,500.00
12	Removal of Trees	13	EA	\$1,063.00	\$ 13,819.00	13.00	\$0.00	\$13,819.00
13	Cold Milling Of Bituminous Pavement, All Depths	13,621	SY	\$4.00	\$ 54,484.00	13,556.00	-\$260.00	\$54,224.00
14	Borrow Excavation, AH, FME, Class B9	7,073	CY	\$14.00	\$ 99,022.00	5,101.00	-\$27,608.00	\$71,414.00
15	Unclassified Excavation, FM, AH	6,841	CY	\$9.00	\$ 61,569.00	6,144.00	-\$6,273.00	\$55,296.00
16	Solid Sodding, All Types	9,000	SY	\$4.00	\$ 36,000.00	11,332.37	\$9,329.48	\$45,329.48
17	Grassing	2	AC	\$2,000.00	\$ 4,000.00	2.00	\$0.00	\$4,000.00
18	Watering	101	K GAL	\$20.00	\$ 2,020.00	94.00	-\$140.00	\$1,880.00
19	Mowing	8	AC	\$100.00	\$ 800.00	-	-\$800.00	\$0.00
20	Temporary Silt Fence	8,642	LF	\$3.25	\$ 28,086.50	4,400.00	-\$13,786.50	\$14,300.00
21	Wattles, 12"	970	LF	\$6.00	\$ 5,820.00	670.00	-\$1,800.00	\$4,020.00
22	Select Borrow	3,192	SY	\$14.00	\$ 44,688.00	3,192.00	\$0.00	\$44,688.00
23	Granular Material, Crushed Stone	3,895	CY	\$65.00	\$ 253,175.00	3,908.83	\$898.95	\$254,073.95
24	Granular Material, Clay Gravel	175	CY	\$35.00	\$ 6,125.00	220.00	\$1,575.00	\$7,700.00
25	Geotextile Fabric	16,413	SY	\$2.00	\$ 32,826.00	16,495.00	\$164.00	\$32,990.00
26	Hot Mix Asphalt, MT, 12.5-mm Mixture	1,876	TON	\$169.30	\$ 317,606.80	1,876.00	\$0.00	\$317,606.80
27	Hot Mix Asphalt, MT, 19-mm Mixture	4,494	TON	\$154.70	\$ 695,221.80	4,494.00	\$0.00	\$695,221.80
28	Hot Mix Asphalt, MT, 9.5-mm Mixture	3,972	TON	\$166.90	\$ 662,926.80	3,910.30	-\$10,298.48	\$652,628.32
29	Class "B" Structural Concrete, Minor Structures, Per Plans	144	CY	\$1,500.00	\$ 216,000.00	151.22	\$10,830.00	\$226,830.00
30	Class "B" Structural Concrete, Per Plans	30	CY	\$1,600.00	\$ 48,384.00	32.82	\$4,128.00	\$52,512.00
31	Reinforcing Steel	13,930	LB	\$1.86	\$ 25,909.80	14,017.00	\$161.82	\$26,071.62
32	18" Reinforced Concrete Pipe, Class III	4,166	LF	\$42	\$ 173,930.50	4,176.00	\$417.50	\$174,348.00
33	24" Reinforced Concrete Pipe, Class III	274	LF	\$53	\$ 14,439.80	284.00	\$527.00	\$14,966.80
34	36" Reinforced Concrete Pipe, Class III	95	LF	\$89.15	\$ 8,469.25	40.00	-\$4,903.25	\$3,566.00
35	18" Reinforced Concrete Flared End Section, Class III	4	EA	\$1,000.00	\$ 4,000.00	3.00	-\$1,000.00	\$3,000.00
36	24" Reinforced Concrete Flared End Section, Class III	2	EA	\$1,000.00	\$ 2,000.00	5.00	\$3,000.00	\$5,000.00
37	36" Reinforced Concrete Flared End Section, Class III	4	EA	\$1,790.00	\$ 7,160.00	4.00	\$0.00	\$7,160.00
38	Castings	3,985	LB	\$3.00	\$ 11,955.00	3,985.00	\$0.00	\$11,955.00
39	Gratings	1,000	LB	\$3.00	\$ 3,000.00	400.00	-\$1,800.00	\$1,200.00
40	Geotextile Fabric for Subsurface Drainage, Type III	5,517	SY	\$2.00	\$ 11,034.00	4,055.60	-\$2,922.80	\$8,111.20
41	Filter Material for Combination Storm Drain and/or Underdrains, Ty	484	CY	\$35.00	\$ 16,940.00	484.00	\$0.00	\$16,940.00
42	Filter Material for Combination Storm Drain and/or Underdrains, Ty	616	CY	\$25.00	\$ 15,400.00	616.00	\$0.00	\$15,400.00
43	Combination Curb and Gutter, Type 2 Modified	6,969	LF	\$24.50	\$ 170,740.50	6,802.00	-\$4,091.50	\$166,649.00
44	Adjustment of Utility Aperture	9	EA	\$2,000.00	\$ 18,000.00	22.00	\$26,000.00	\$44,000.00
45	Concrete Driveway, With Reinforcement	1,021	CY	\$96.50	\$ 98,526.50	1,367.25	\$33,413.13	\$131,939.63
46	Maintenance of Traffic	1	LS	\$82,750.00	\$ 82,750.00	1.00	\$0.00	\$82,750.00
47	Additional Construction Signs	1	SF	\$10.00	\$ 10.00	-	-\$10.00	\$0.00
48	Standard Roadside Construction Signs, Less than 10 Square Feet	189	SF	\$10.00	\$ 1,890.00	189.00	\$0.00	\$1,890.00
49	Standard Roadside Construction Signs, 10 Square Feet or More	40	SF	\$10.00	\$ 400.00	40.00	\$0.00	\$400.00
50	Barricades, Type III, Single Faced	48	LF	\$26.00	\$ 1,248.00	48.00	\$0.00	\$1,248.00
51	Mobilization	1	LS	\$449,464.48	\$ 449,464.48	1.00	\$0.00	\$449,464.48
52	Temporary Traffic Stripe, Skip Yellow	13,830	LF	\$0.35	\$ 4,840.50	-	-\$4,840.50	\$0.00
53	Temporary Edge Stripe, Edge White	19,580	LF	\$0.35	\$ 6,853.00	10,176.00	-\$3,291.40	\$3,561.60
54	Temporary Traffic Stripe, Continuous Yellow	13,910	LF	\$0.35	\$ 4,868.50	41,492.00	\$9,653.70	\$14,522.20
55	Temporary Detail Stripe, Detail White	2,570	LF	\$0.35	\$ 899.50	-	-\$899.50	\$0.00
56	Temporary Detail Stripe, Detail Yellow	10,430	LF	\$0.35	\$ 3,650.50	-	-\$3,650.50	\$0.00
57	Temporary Traffic Stripe, Skip White	14,460	LF	\$0.35	\$ 5,061.00	15,600.00	\$399.00	\$5,460.00
58	Temporary Legend White, Stop Bar	360	LF	\$1.50	\$ 540.00	-	-\$540.00	\$0.00
59	Temporary Legend White	1,950	SF	\$2.50	\$ 4,875.00	-	-\$4,875.00	\$0.00
60	6" Thermoplastic Traffic Stripe, Skip Yellow	6,914	LF	\$0.60	\$ 4,148.40	6,914.00	\$0.00	\$4,148.40
61	6" Thermoplastic Edge Stripe, Edge White	9,789	LF	\$1.00	\$ 9,789.00	9,789.00	\$0.00	\$9,789.00
62	6" Thermoplastic Traffic Stripe, Continuous Yellow	6,952	LF	\$1.00	\$ 6,952.00	6,952.00	\$0.00	\$6,952.00
63	6" Thermoplastic Detail Stripe, Detail White	1,285	LF	\$2.50	\$ 3,212.50	1,285.00	\$0.00	\$3,212.50
64	6" Thermoplastic Detail Stripe, Detail Yellow	5,213	LF	\$2.50	\$ 13,032.50	5,213.00	\$0.00	\$13,032.50
65	6" Thermoplastic Traffic Stripe, Skip White	7,230	LF	\$0.60	\$ 4,338.00	7,230.00	\$0.00	\$4,338.00

66	Thermoplastic Legend, White (Stop Bar)	179	LF	\$4.50	\$ 805.50	179.00	\$0.00	\$805.50
67	Thermoplastic Legend, White	973	SF	\$10.00	\$ 9,730.00	973.00	\$0.00	\$9,730.00
68	Traffic Signs	18	EA	\$400.00	\$ 7,200.00	18.00	\$0.00	\$7,200.00
69	Roadway Construction Stakes	1	LS	\$1.00	\$ 1.00	1.00	\$0.00	\$1.00
70	Flowable Fill	10	CY	\$200.00	\$ 2,000.00	-	-\$2,000.00	\$0.00
71	Rip Rap 200#	100	TON	\$45.00	\$ 4,500.00	38.17	-\$2,782.35	\$1,717.65
72	Right-of-Way Markers	20	EA	\$200.00	\$ 4,000.00	20.00	\$0.00	\$4,000.00
Traffic Signal Items								
73	Removal of Existing Signal Items	1	EA	\$3,500.00	\$ 3,500.00	1.00	\$0.00	\$3,500.00
74	2" PVC Pipe	136	LF	\$12.00	\$ 1,632.00	170.00	\$408.00	\$2,040.00
75	3" Bored Roll Pipe	160	LF	\$30.00	\$ 4,800.00	300.00	\$4,200.00	\$9,000.00
76	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 35' Arm	1	EA	\$18,250.00	\$ 18,250.00	1.00	\$0.00	\$18,250.00
77	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 45' Arm	1	EA	\$19,735.00	\$ 19,735.00	1.00	\$0.00	\$19,735.00
78	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 45' Arm & 70'	1	EA	\$38,477.00	\$ 38,477.00	1.00	\$0.00	\$38,477.00
79	Pole Foundation, Class "B" Concrete	13	CY	\$800.00	\$ 10,400.00	23.85	\$8,680.00	\$19,080.00
80	Traffic Signal Heads, Type 1 LED	5	EA	\$990.00	\$ 4,950.00	4.00	-\$990.00	\$3,960.00
81	Traffic Signal Heads, Type 2FYA LED	4	EA	\$1,672.00	\$ 6,688.00	4.00	\$0.00	\$6,688.00
82	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #14, 5'	156	LF	\$2.00	\$ 312.00	-	-\$312.00	\$0.00
83	Electric Cable (Aerial Supported In Conduit), IMSA 20-1, AWG #14	156	LF	\$2.00	\$ 312.00	247.00	\$182.00	\$494.00
84	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #14, 10'	255	LF	\$3.00	\$ 765.00	442.00	\$561.00	\$1,326.00
85	Electric Cable (Aerial Supported In Conduit), IMSA 20-1, AWG #14	302	LF	\$3.00	\$ 906.00	-	-\$906.00	\$0.00
86	Electric Cable (Underground In Conduit), IMSA 20-1, AWG #12, 3'	241	LF	\$4.00	\$ 964.00	230.00	-\$44.00	\$920.00
87	Electric Cable (Aerial Supported In Conduit), IMSA 20-1, AWG #12	126	LF	\$4.00	\$ 504.00	316.00	\$760.00	\$1,264.00
88	Pullboxes (Type 2)	2	EA	\$1,000.00	\$ 2,000.00	1.00	-\$1,000.00	\$1,000.00
89	Pullboxes (Type 3)	2	EA	\$1,200.00	\$ 2,400.00	2.00	\$0.00	\$2,400.00
90	Optical Detector	4	EA	\$978.00	\$ 3,912.00	4.00	\$0.00	\$3,912.00
91	Optical Detector Cable	456	LF	\$2.00	\$ 912.00	687.00	\$462.00	\$1,374.00
92	Multi-Sensor Vehicle Detection Sensor	2	EA	\$6,998.00	\$ 13,996.00	2.00	\$0.00	\$13,996.00
93	Solid State Traffic Cabinet Assembly, Type 3 Cabinet, Type 1 Cont	1	EA	\$29,000.00	\$ 29,000.00	1.00	\$0.00	\$29,000.00
94	Video Vehicle Detection Sensor, Type 1	2	EA	\$19,738.00	\$ 39,476.00	2.00	\$0.00	\$39,476.00
95	Video Vehicle Detection Cable	203	LF	\$2.00	\$ 406.00	350.00	\$294.00	\$700.00
96	Multi-Sensor Vehicle Detection Cable	248	LF	\$2.00	\$ 496.00	360.00	\$224.00	\$720.00
Change Order #1								
97	Concrete Paved Ditch	24	CY	\$850.00	\$ 20,400.00	13.50	-\$8,925.00	\$11,475.00
98	Wet Vac Excavation for Signal Foundation	16	HRS	\$549.19	\$ 8,787.00	11.50	-\$2,491.12	\$6,295.88
Change Order #2								
	Material Cost Adjustment	1	LS	-\$14,545.00	\$ (14,545.00)	1.00	\$0.00	-\$14,545.00
Fuel Adjustment								
					\$ -		\$12,378.69	\$12,378.69
					\$4,116,803.63		\$6,288.96	\$4,123,092.59



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE January 11, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE
MEETING MINUTES DECEMBER 11, 2023 **DRB**

Request: DRB

See attached minutes from the December 11, 2023 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes

Date: 12/11/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:14 PM

ROLL CALL: Dennis Bonds

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Terry Bullard Robin Haire Raphael Henry (Zoom) George Jones (Zoom) Jon Milstead
 Stuart Johnson Greg Pirkle Bill Cleveland Ted Roach Ernie Joyner Charlotte Loden
 Dan Rupert

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Danny Riley CW Jackson Drew Robertson

OTHERS PRESENT:

Dennis Bonds Jennifer Roberson Don Lewis Caleb McCluskey Janet Gaston
 Johnny Timmons John White

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the November 13, 2023 Major Thoroughfare Program regular meeting. The following correction(s) were made: Under Open Discussion, Item 8, Charlotte Loden mad a motion was corrected to Charlotte Loden made a motion. With that correction made, Dan Rupert made a motion to accept the minutes. Charlotte Loden seconded the motion. Minutes were approved unanimously by Committee.

Budget Report

Dennis Bonds reviewed the Major Thoroughfare Phase VII Budget Report for the month ending November 30, 2023. Beginning Cash Balance was \$4,269,514. Total Revenue from Interest Earned was \$57,597. Total Expenditures for January was \$128,434. Payments included \$8,660 for Personnel Cost, \$50,176 for Maintenance Cost, and \$69,597 for Eason – Veterans to Briar Ridge. Ending Cash Balance for Phase VII is \$4,198,677.

Current Projects

Dennis Bonds reviewed updates on the current projects

- Maintenance Work
 - Work completed for 2023
 - Beginning stages in planning for the 2024 Road Work List.
- Eason Blvd (Veterans to Briar Ridge)
 - Walked job on Thursday, December 7th. There are a few items the contractor will take care of before the end of the year.
 - Job closed by the end of the year.
- Update on Main Street Safety Improvements Project
 - Work is completed.
 - CSI drew the plans. Hodges Construction did the work. Slayton's Concrete did the concrete work. Public Works did the landscape.
- Veterans (Main to Hamm)
 - Job ready to walk, plan to punch list and close out by the end of the year.
- Main St Bridge
 - Bids open December 14th.
 - Assuming all checks out, will recommend award to City Council at the 12/19 Council Meeting.
 - Boots on the ground February 1.
 - Typical time frame is 9 months. Trying for 5 months to complete.
 - Complete hopefully by July 4th.
- Jackson Street (Madison to Front)
 - Only one bidder, bid was for \$5,744,000. It was within Engineer's estimate. Unable to accept bid since bidder does not currently have a Certificate of Responsibility in MS.
 - Bidder has applied for the Certificate of Responsibility.
 - Certificate of Responsibility is applied for through the State Licensing Board.
 - Bids will open again on January 18th, 2024.

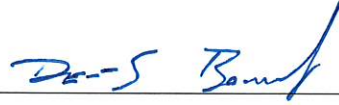
Open Discussion

Greg Pirkle asked where we were at on the access road up near Best Buy.

John White said they had begun work on this and were figuring out where the flood plain was. He also stated there was a block there someone was looking to develop so was working to figure out the alignment of the road.



Chairman Greg Pirkle



Recorded by Jennifer Roberson
Submitted by Dennis Bonds



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE January 4, 2024

SUBJECT: IN THE MATTER OF UNMARKED VEHICLES RESOLUTION JQ

Request:

Please accept this current unmarked vehicle Resolution that the Tupelo Police Department maintains.

55 total unmarked vehicles

RESOLUTION

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

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

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

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

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

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

55 Total Unmarked PD Vehicles

Chief John Quaka, Tupelo Police Department

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

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

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and that the above listed law enforcement vehicles are hereby declared exempt from the marking requirements of Section 25-1-87, on this the _____ day of February , 2022

City of Tupelo, MS

Travis Beard, Council President

Attest:

Missy Shelton, Clerk of the Council

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE January 10, 2024
SUBJECT: IN THE MATTER OF UPDATE TO THE NARCAN MOU **JQ**

Request:

Please accept this update of the NARCAN MOU that allows the Tupelo Police Department to receive 105 dosage units of NARCAN through the State of Mississippi Department of Mental Health at no cost to the City of Tupelo.

DEPARTMENT OF MENTAL HEALTH

State of Mississippi

239 North Lamar Street
1101 Robert E. Lee Building
Jackson, Mississippi 39201



PHONE (601) 359-1288
FAX (601) 359-6295
TDD (601) 359-6230

Wendy Bailey - Executive Director

NARCAN Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between:

Mississippi Department of Mental Health (DMH) Bureau of Behavioral Health Services, and _____
Tupelo Police Dept. / Chief John Quaka (recipient) on the 10th (day) of _____
January (month), 2024 (year).

Purpose

The purpose of this MOU is to specify the obligations of both entities with respect to the delivery, training, distribution, storage, deployment, and reporting of NARCAN®.

Obligations

DMH shall:

- Deliver 105 units of NARCAN® to Chief John Quaka (recipient) on the 22nd (day) of January (month), 2024 (year).
- Provide both electronic and paper forms of an inventory tracking system (**Monthly NARCAN® Reporting Form**) for the purpose of capturing data related to the distribution, deployment, and reporting of NARCAN®.
- Provide online or in-person training on the proper administration and storage of NARCAN® to specified personnel as determined by _____ (recipient) either prior to or at the time of NARCAN® delivery.

Chief John Quaka

(recipient) shall:

- Attest to training of agency personnel prior to their personal possession of NARCAN®.
- Monitor agency personnel in possession of NARCAN® for adherence to the proper safeguarding and storage of inventory including but not limited to the following guidelines:
 - ❖ Store NARCAN® Nasal Spray at room temperature between 59°F to 77°F (15°C to 25°C). NARCAN® Nasal Spray may be stored for short periods up to 104°F (40°C)
 - ❖ Do not freeze NARCAN® Nasal Spray
 - ❖ Keep the NARCAN® Nasal Spray in its box until ready to use and protect from light
 - ❖ Replace NARCAN® Nasal Spray before the expiration date on the box
 - ❖ Keep NARCAN® Nasal Spray and all medicines out of the reach of children

- Designate the following individual as the Point of Contact for the purpose of completing and delivering the **Monthly NARCAN® Reporting Form** (see attached)

Sgt. Patrick Johnson / patrick.johnson@tupeloms.gov 662-841-6491

(Point of Contact name, email and phone #).

- The **Monthly NARCAN® Reporting Form** should be delivered electronically via email by *the 10th business day of each month*, and any related questions should be addressed to:

- Maggie.Roberts@dmh.ms.gov, 601-359-6221

- Redistribute NARCAN® among agency personnel as necessary to ensure that first-in-first-out inventory management is followed to reduce inventory loss of NARCAN® due to product expiration.

Term

The term of this MOU will remain in effect until the lesser of two (2) years from the date of signature or until the NARCAN® inventory is depleted.

Early Termination of MOU

BADS (Bureau of Alcohol and Drug Services) reserves the right to terminate the MOU at its sole discretion and demand return of all remaining NARCAN® inventory if the **Monthly NARCAN® Reporting Form becomes more than 90 days delinquent**. In the event that early termination is determined, BADS agrees to give fourteen (14) calendar days written notice to the Point of Contact who will be responsible for obtaining all remaining NARCAN® and delivering to:

Chuck Oliphant
Bureau of Behavioral Health Services
Mississippi Department of Mental Health
239 North Lamar St.,
1101 Robert E. Lee Building
Jackson, MS 39201

Signatories:

This agreement will become effective on the signature date below.

(Signature)

(Date)
Maggie Roberts for Chuck Oliphant
Bureau of Behavioral Health Services
Mississippi Department of Mental Health

(Signature)

(Date)

(Title)

(Agency)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Brad Robinson, Fire Chief

DATE January 5, 2024

SUBJECT: IN THE MATTER OF MEMORANDUM OF UNDERSTANDING WITH NON-TRANSPORT EMERGENCY MEDICAL SERVICES, BUREAU OF MISSISSIPPI CENTER OF EMERGENCY SERVICES, UNIVERSITY OF MISSISSIPPI MEDICAL CENTER & TUPELO FIRE DEPARTMENT

Request:

This M.O.U. is to establish the relationship between Non-Transport Emergency Medical Services (NTEMS) Bureau of Mississippi Center for Emergency Services (MCES) University of Mississippi Medical Center (UMMC) in Jackson and the Tupelo Fire Department (TFD). The NTEMS was established for Fire Departments that do not transport patients and the MS Homeland Security USAR Task Force. This will give TFD up-to-date Medical Protocols that are designed for agencies that don't transport patients. This will also cover TFD with Medical Control from the UMMC Medical Director on-line and off-line.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF MISSISSIPPI MEDICAL CENTER
AND
TUPELO FIRE DEPARTMENT**

I. PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to establish the responsibilities of and the relationships between the University of Mississippi Medical Center on behalf of its Mississippi Center for Emergency Services, hereinafter referred to as UMMC, and the **Tupelo Fire Department**, hereinafter referred to as **TFD**, regarding non-transport emergency medical services, the development of an available statewide system of medical control for first responders, and the development of educational programs for emergency medical services.

II. PARTIES

The parties to this MOU are UMMC and **TFD**.

III. RESPONSIBILITIES OF UMMC

- A. For Non-transport Emergency Medical Services (“NT-EMS”), as requested:
 - i. Provide statewide, jurisdictional medical control service, both online and offline.
 - ii. Provide medical direction.
 - iii. Provide quality assurance services.
 - iv. Provide a lead point-of-contact to coordinate compliance with Mississippi State Department of Health (MSDH) rules and regulations.
 - v. UMMC reserves the right to withhold or revoke medical control from any NT-EMS staff member that has been deemed unsafe, has failed to provide appropriate documentation, has failed to complete the required training, has failed to complete the application process, or who the medical director deems inappropriate to be functioning in an EMS role.
 - a. This will be communicated to the **TFD** leadership.
- B. Education Programs:
 - i. Provide relevant education and training, which may be done in conjunction with an appropriate training academy or other organization.
 - ii. Provide access to appropriate Mississippi Center for Emergency Service education and training.
 - iii. Provide or collaborate with a training academy or other organization to provide protocol updates and/or refreshers.

- C. General Medical Advisement
 - i. Provide guidance on medical issues, trends, and policies to TFD leadership team.

IV. RESPONSIBILITIES OF Tupelo Fire Department

- A. Non-transport Emergency Medical Services (“NT-EMS”):
 - i. Provide a lead point-of-contact for certification, training, and registration management.
 - ii. Provide a lead point-of-contact for quality assurance follow-up.
 - iii. Provide access to patient charts and other related data for quality assurance review and follow-up.
 - iv. Maintain appropriate records/files for EMR, EMT, EMT-A, and Paramedics who are eligible to receive services provided by UMMC pursuant to this MOU.
 - v. Provide to UMMC or the TFD, at their request, any EMS-related certifications or training records required to confirm medical competency and compliance with applicable regulations.
 - vi. Requires all staff members holding medical control under UMMC to complete all required refreshers, protocol review, or other needed educational events.
 - vii. Perform appropriate remedial training and take appropriate action for staff members that have been deemed to have quality assurance issues.

V. ENTIRE AGREEMENT

This MOU represents the entire agreement between the parties and supersedes all prior oral and written statements or agreements. This MOU may be amended only by written amendments duly executed by UMMC and TFD, respectively.

VI. EFFECTIVE DATE

This MOU becomes effective upon the last date of signature, below (“Effective Date”) and shall remain in effect for five (5) years, unless terminated as described herein.

VII. TERMINATION

Either party may terminate this MOU upon sixty (60) days prior written notice to the other party.

VIII. COMMUNICATIONS

To provide consistent and effective communications between UMMC and TFD, each party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this MOU.

IX. GOVERNING LAW AND JURISDICTION

This MOU shall be governed by and construed and enforced in accordance with the internal laws of the State of Mississippi, without consideration of its conflict of laws principles, and shall be binding upon the parties hereto in the United States and worldwide.

X. LIABILITY

The parties, as governmental entities of the State of Mississippi or political subdivisions thereof, are each protected from liability pursuant to the Mississippi Tort Claims Act. Personnel from each party will be presumed to be acting within the course and scope of their employment in performing duties hereunder. Each party shall be considered to be independent of the other and neither shall be responsible for the acts or omissions of the other party.

XI. SIGNATURE AUTHORITY

Each individual signing below acknowledges that he or she is duly authorized by their respective party to sign this MOU and to bind the party to the terms and conditions hereof.

IN WITNESS WHEREOF, This MOU shall take effect as of the last date of signature below when it has been executed by the duly authorized representative of each party.

University of Mississippi Medical Center

Tupelo Fire Department

Signature: _____

Signature: _____

Name: Rachel Gressett

Name: Brad Robinson

Title: Executive Director, Contracts Administration

Title: Fire Chief

Date: _____

Date: _____



AGENDA REQUEST

TO: Mayor and City Council
FROM: Chuck Williams, Public Works Director
DATE December 27, 2023
SUBJECT: IN THE MATTER OF CHANGE ORDER APPROVAL ENDVILLE RD BID
NO. 2023-022PW - **CW**

Request:

Request to approve Change Order No. 1 Endville Road Project No. 2023-022PW

Additional work is required to address deficient base and subgrade conditions within the existing section of Endville Rd. The change order provides additional curb and gutter as required at an existing church parking lot per the property owner's request.

Original Contract Price - \$1,202,489.20

Contract Increased - \$98,620.25

Contract Total including Change Order - \$1,301,109.45

CONTRACT CHANGE ORDERDATE: 12/26/2023CHANGE ORDER NO. 1CONTRACT FOR: Endville Road Safety ImprovementsPROJECT NO.: Project No. 2023-022PWOWNER: City of Tupelo, MSCONTRACTOR: James A. Hodges Construction Company, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

DESCRIPTION OF CHANGES							ORIG. Contract Price Per Item	Change Order Contract Price Per Item
ITEM	DESCRIPTION	UNIT	ORIG. UNIT PRICE	ORIG. QNTY.	C.O. UNIT PRICE	C.O. QNTY.		
4	Removal of Asphalt Pavement	SY	\$7.25	670	\$7.25	2,005	\$4,857.50	\$14,536.25
37	Reinforced Concrete Curb & Gutter	LF	\$23.75	4,560	\$23.75	4,685	\$108,300.00	\$111,268.75
40	Asphalt Base Course	TONS	\$190.80	1,000	\$190.80	1,310	\$190,800.00	\$249,948.00
41	Crushed Stone Base	TONS	\$35.83	2,450	\$35.83	2,775	\$87,783.50	\$99,428.25
43	Borrow Excavation	CY	\$14.00	900	\$14.00	1,560	\$12,600.00	\$21,840.00
44	Unclassified Excavation	CY	\$9.00	1,650	\$9.00	2,310	\$14,850.00	\$20,790.00
TOTALS							\$419,191.00	\$517,811.25
NET CHANGE IN CONTRACT PRICE							\$98,620.25	

JUSTIFICATION FOR CHANGES: This change order is necessary to revise original contract quantities to allow the contractor to provide additional work as required to address deficient base and subgrade conditions within the exiting roadway section of Endville Road. The change order provides additional curb & gutter as required at an existing church parking lot per the property owner's request.

Original Contract Price: \$ 1,202,489.20
 Previous Change Order(s) Amount: \$ -
 The amount of the Contract will be INCREASED by the Sum Of: Dollars \$ 98,620.25
 The Contract Total Including this and previous Change Orders Will Be: Dollars \$ 1,301,109.45
 The Contract Period for Completion Will Be (Increased) (Decreased) (Unchanged) 30 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted

(Owner)

(Date)

Recommended

DAED.DM

(Owner's Architect/Engineer)

12/27/2023

(Date)

Accepted

(Contractor)

(Date)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director of Public Works

DATE: January 11, 2024

SUBJECT: IN THE MATTER OF APPROVAL FOR CHANGE ORDER F-3 AND FINAL CLOSEOUT DOCUMENTATION FOR VAN BUREN DRAINAGE IMPROVEMENTS PROJECT BID NO. 2023-032PW ARPA - **CW**

Request:

VAN BUREN DRAINAGE IMPROVEMENTS BID NO. 2023-032PW ARPA PROJECT

Public Works is requesting approval for Change Order F-3 for the Van Buren Drainage Improvements Project Bid No. 2023-032PW which reconciles final contract quantities versus original contract quantities for each pay item. There is **no change** in contract pricing.

Public Works is requesting approval of the Final Closeout Documentation provided by the Engineer Dustin Dabbs which states that all work has been completed and inspected and found to be substantially complete as of December 15, 2023.

CONTRACT CHANGE ORDER

DATE: 1/8/24 CHANGE ORDER NO. F-3

CONTRACT FOR: Van Buren Ave. Drainage Improvements

PROJECT NO.: Project No. 2023-032PW

OWNER: City of Tupelo, MS

CONTRACTOR: Townes Contruction Company, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

DESCRIPTION OF CHANGES							ORIG. Contract Price Per Item	Change Order Contract Price Per Item
ITEM	DESCRIPTION	UNIT	ORIG. UNIT PRICE	ORIG. QNTY.	C.O. UNIT PRICE	C.O. QNTY.		
See attached Summary of Final Quantities								
NET CHANGE IN CONTRACT PRICE							\$0.00	

JUSTIFICATION FOR CHANGES: This change order is necessary to reconcle final contract quantites versus original contract quantites for each pay item.
No change in contract price is reflected.

Original Contract Price: \$ 381,023.00

Previous Change Order(s) Amount: \$ -

The amount of the Contract will be INCREASED by the Sum Of: Dollars \$ -

The Contract Total Including this and previous Change Orders Will Be: Dollars \$ 381,023.00

The Contract Period Provided for Completion Will Be ~~(Increased)~~ ~~(Decreased)~~ (Unchanged): 0 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted

(Owner) (Owner)

(Date)

Recommended

DAVID D. DA

(Owner's Architect/Engineer)

01/08/2024

(Date)

Accepted

(Contractor) (Contractor)

(Date)

CHANGE ORDER #F-3 (FINAL SUMMARY OF QUANTITIES) VAN BUREN AVE DRAINAGE IMPROVEMENTS - BID NO. 2023-032PW CONTRACTOR: TOWNES CONSTRUCTION COMPANY CITY OF TUPELO, MISSISSIPPI								
ITEM NO.	DESCRIPTION	PLAN QNTY	UNIT	UNIT PRICE	CONTRACT TOTAL	FINAL QNTY	FINAL TOTAL	C.O. F-3 TOTAL
1	MOBILIZATION	1	LS	\$26,315.00	\$ 26,315.00	1.00	\$ 26,315.00	\$0.00
2	CLEARING & GRUBBING	1	LS	\$9,815.00	\$ 9,815.00	1.00	\$ 9,815.00	\$0.00
3	REMOVE & REPLACE STREET SIGN	1	EA	\$900.00	\$ 900.00	1.00	\$ 900.00	\$0.00
4	REMOVE & REPLACE ELECTRICAL	1	LS	\$800.00	\$ 800.00	1.00	\$ 800.00	\$0.00
5	REMOVAL OF CHAIN LINK FENCE	50	LF	\$20.00	\$ 1,000.00	50.00	\$ 1,000.00	\$0.00
6	REMOVAL OF ASPHALT PAVEMENT	200	SY	\$20.00	\$ 4,000.00	260.00	\$ 5,200.00	\$1,200.00
7	REMOVAL OF CONCRETE DRIVEWAY	15	SY	\$20.00	\$ 300.00	30.00	\$ 600.00	\$300.00
8	REMOVAL OF CONCRETE CURB & GUTTER	375	LF	\$12.00	\$ 4,500.00	375.00	\$ 4,500.00	\$0.00
9	REMOVAL OF EXISTING GRATE INLET	1	EA	\$2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$0.00
10	REMOVAL OF EXISTING CURB INLET	5	EA	\$2,000.00	\$ 10,000.00	5.00	\$ 10,000.00	\$0.00
11	REMOVAL OF 36" RCP	32	LF	\$30.00	\$ 960.00	32.00	\$ 960.00	\$0.00
12	REMOVAL OF 48" RCP	538	LF	\$15.00	\$ 8,070.00	538.00	\$ 8,070.00	\$0.00
13	CHAIN LINK FENCE	50	LF	\$40.00	\$ 2,000.00	50.00	\$ 2,000.00	\$0.00
14	ASPHALT SURFACE COURSE	25	TONS	\$400.00	\$ 10,000.00	30.00	\$ 12,000.00	\$2,000.00
15	ASPHALT BASE COURSE	35	TONS	\$400.00	\$ 14,000.00	44.00	\$ 17,600.00	\$3,600.00
16	CONCRETE DRIVEWAY PAVEMENT	15	SY	\$75.00	\$ 1,125.00	30.00	\$ 2,250.00	\$1,125.00
17	SAWCUTTING	185	LF	\$15.00	\$ 2,775.00	418.00	\$ 6,270.00	\$3,495.00
18	CRUSHED STONE SUB-BASE MATERIAL	130	TONS	\$75.00	\$ 9,750.00	105.00	\$ 7,875.00	(\$1,875.00)
19	BORROW EXCAVATION	50	CY	\$40.00	\$ 2,000.00	36.00	\$ 1,440.00	(\$560.00)
20	36" RCP DRAINAGE PIPE	32	LF	\$125.00	\$ 4,000.00	32.00	\$ 4,000.00	\$0.00
21	58" X 36" RCAP DRAINAGE PIPE	370	LF	\$244.00	\$ 90,280.00	370.00	\$ 90,280.00	\$0.00
22	58" X 36" RCAP FLARED END SECTION	0	EA	\$2,500.00	\$ -	0.00	\$ -	\$0.00
23	R. C. GRATE INLET W/3'X3' CAST IRON GRATE	1	EA	\$5,800.00	\$ 5,800.00	1.00	\$ 5,800.00	\$0.00
24	R. C. CURB INLET, TYPE SS-2	5	EA	\$5,930.00	\$ 29,650.00	5.00	\$ 29,650.00	\$0.00
25	14" STEEL CASING RETROFIT	10	LF	\$250.00	\$ 2,500.00	0.00	\$ -	(\$2,500.00)
26	CONCRETE, CLASS B	5	CY	\$2,000.00	\$ 10,000.00	2.00	\$ 4,000.00	(\$6,000.00)
27	CONCRETE CURB & GUTTER	375	LF	\$65.00	\$ 24,375.00	375.00	\$ 24,375.00	\$0.00
28	CONNECT TO EXISTING PIPES	2	EA	\$2,000.00	\$ 4,000.00	2.00	\$ 4,000.00	\$0.00
29	SOLID SODDING	1200	SY	\$6.00	\$ 7,200.00	1,692.50	\$ 10,155.00	\$2,955.00
30	EROSION CONTROL	1	LS	\$5,500.00	\$ 5,500.00	1.00	\$ 5,500.00	\$0.00
31	LANDSCAPING	1	LS	\$1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	\$0.00
32	TEMPORARY POWER POLE SUPPORT	1	LS	\$3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	\$0.00
33	TEMPORARY FENCING	0	LS	\$3,500.00	\$ -	0.00	\$ -	\$0.00
34	36" X 23" RCAP	470	LF	\$126.00	\$ 59,220.00	480.00	\$ 60,480.00	\$1,260.00
35	R. C. JUNCTION BOX W/ MANHOLE LID	2	EA	\$5,444.00	\$ 10,888.00	2.00	\$ 10,888.00	\$0.00
36	FLOWABLE FILL	30	CY	\$250.00	\$ 7,500.00	10.00	\$ 2,500.00	(\$5,000.00)
37	SANITARY SEWER LINE ADJUSTMENT	2	EA	\$2,500.00	\$ 5,000.00	2.00	\$ 5,000.00	\$0.00
				TOTALS	\$381,023.00		\$381,023.00	\$0.00



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director of Public Works

DATE January 11, 2024

SUBJECT: IN THE MATTER OF APPROVAL FOR CHANGE ORDER F-2 AND FINAL CLOSEOUT DOCUMENTATION FOR CITY PARK DRAINAGE IMPROVEMENTS PROJECT BID NO. 2023-028PW ARPA - **CW**

Request:

CITY PARK DRAINAGE IMPROVEMENTS BID NO. 2023-028PW ARPA PROJECT

Public Works is requesting approval for Change F-2 for City Park Drainage Improvements Project Bid No. 2023-028PW which reconciles final contract quantities versus original contract quantities for each pay item. There is no change in contract pricing.

Public Works is requesting approval of the Final Closeout Documentation provided by the Engineer Dustin Dabbs which states that all work has been completed and inspected and found to be substantially complete as of December 8, 2023.

CONTRACT CHANGE ORDER

DATE: 10/23/23

CHANGE ORDER NO. F-2

CONTRACT FOR: City Park Drainage Improvements

PROJECT NO.: Project No. 2023-028PW

OWNER: City of Tupelo, MS

CONTRACTOR: James A. Hodges Construction Company, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

DESCRIPTION OF CHANGES							ORIG. Contract Price Per Item	Change Order Contract Price Per Item
ITEM	DESCRIPTION	UNIT	ORIG. UNIT PRICE	ORIG. QNTY.	C.O. UNIT PRICE	C.O. QNTY.		
See attached Summary of Final Quantities								
TOTALS							\$339,193.75	\$339,193.45
NET CHANGE IN CONTRACT PRICE								(\$0.30)

JUSTIFICATION FOR CHANGES: This change order is necessary to reconcile final contract quantities versus original contract quantities for each pay item. No change in contract price is reflected.

Original Contract Price: \$ 339,193.75
 Previous Change Order(s) Amount: \$ -
 The amount of the Contract will be DECREASED by the Sum Of: Dollars \$ (0.30)
 The Contract Total Including this and previous Change Orders Will Be: Dollars \$ 339,193.45
 The Contract Period for Completion Will Be (Increased) (Decreased) (Unchanged) 0 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Accepted

(Owner)

(Date)

Recommended

(Owner's Architect/Engineer)

01/09/2024

(Date)

Accepted

(Contractor)

1/10/24

(Date)

CHANGE ORDER #F-3 (FINAL SUMMARY OF QUANTITIES)
CITY PARK DRAINAGE IMPROVEMENTS - BID NO. 2023-028PW
CONTRACTOR: JAMES A. HODGES CONSTRUCTION COMPANY
CITY OF TUPELO, MISSISSIPPI

ITEM NO.	DESCRIPTION	CONTRACT QNTY	UNIT	UNIT PRICE	CONTRACT TOTAL	FINAL QNTY	FINAL TOTAL	C.O. F-2 TOTAL
1	MOBILIZATION	1	LS	\$21,250.00	\$ 21,250.00	1	\$ 21,250.00	\$0.00
2	CLEARING & GRUBBING	1	LS	\$5,000.00	\$ 5,000.00	1	\$ 5,000.00	\$0.00
3	REMOVE & REPLACE CHAIN LINK FENCE	200	LF	\$19.50	\$ 3,900.00	200	\$ 3,900.00	\$0.00
4	REMOVAL OF ASPHALT PAVEMENT	50	SY	\$20.00	\$ 1,000.00	50	\$ 1,000.00	\$0.00
5	REMOVAL OF CONCRETE SIDEWALK	15	SY	\$20.00	\$ 300.00	15	\$ 300.00	\$0.00
6	REMOVAL OF EXISTING CONCRETE INLETS	3	EA	\$2,000.00	\$ 6,000.00	3	\$ 6,000.00	\$0.00
7	REMOVAL OF EXISTING RIP-RAP	30	SY	\$24.00	\$ 720.00	30	\$ 720.00	\$0.00
8	REMOVAL OF 30" RCP	140	LF	\$18.00	\$ 2,520.00	148	\$ 2,664.00	\$144.00
9	REMOVAL OF 42" RCP	485	LF	\$18.00	\$ 8,730.00	485	\$ 8,730.00	\$0.00
10	ASPHALT PAVEMENT / WALKING TRACK	15	TONS	\$402.25	\$ 6,033.75	15	\$ 6,033.75	\$0.00
11	CONCRETE SIDEWALK, MATCH EXISTING	20	SY	\$72.00	\$ 1,440.00	20	\$ 1,440.00	\$0.00
12	SAWCUTTING	100	LF	\$10.50	\$ 1,050.00	100	\$ 1,050.00	\$0.00
13	CRUSHED STONE SUB-BASE MATERIAL	40	TONS	\$52.50	\$ 2,100.00	88.68	\$ 4,655.70	\$2,555.70
14	BORROW EXCAVATION	50	CY	\$24.00	\$ 1,200.00	0	\$ -	(\$1,200.00)
15	48" HDPE DRAINAGE PIPE	140	LF	\$132.00	\$ 18,480.00	140	\$ 18,480.00	\$0.00
16	60" RCP DRAINAGE PIPE	485	LF	\$298.00	\$ 144,530.00	485	\$ 144,530.00	\$0.00
17	REINFORCED CONCRETE INLET, PER PLANS	3	EA	\$12,980.00	\$ 38,940.00	3	\$ 38,940.00	\$0.00
18	3' X 3' CAST IRON GRATE	3	EA	\$1,750.00	\$ 5,250.00	3	\$ 5,250.00	\$0.00
19	CONCRETE, CLASS B	5	CY	\$1,500.00	\$ 7,500.00	4	\$ 6,000.00	(\$1,500.00)
20	CONNECT TO EXISTING PIPES	5	EA	\$2,000.00	\$ 10,000.00	5	\$ 10,000.00	\$0.00
21	SOLID SODDING	3000	SY	\$4.35	\$ 13,050.00	3000	\$ 13,050.00	\$0.00
22	TEMPORARY FENCING / BARRIER	1	LS	\$4,125.00	\$ 4,125.00	1	\$ 4,125.00	\$0.00
23	EROSION CONTROL	1	LS	\$4,575.00	\$ 4,575.00	1	\$ 4,575.00	\$0.00
24	IRRIGATION SYSTEM REPAIRS (AS REQ'D.)	1	LS	\$15,000.00	\$ 15,000.00	1	\$ 15,000.00	\$0.00
25	ELECTRIC SYSTEM REPAIRS	1	LS	\$16,500.00	\$ 16,500.00	1	\$ 16,500.00	\$0.00
	TOTALS				\$339,193.75		\$339,193.45	(\$0.30)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director of Parks and Recreation

DATE January 8, 2024

SUBJECT: IN THE MATTER OF ACCEPTANCE OF DONATION FROM TUPELO
SPORTS COUNCIL FOR EASTWOOD SOFTBALL COMPLEX AND
BASEBALL COMPLEX **AF**

Request:

The Tupelo Sports Council would like to donate \$25,000 for the improvements of Eastwood Softball Complex and \$57,000 for the improvements of the Baseball Complex for a total of \$82,000.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, PR Director

DATE January 10, 2024

SUBJECT: IN THE MATTER OF CHANGE ORDER #2 FOR PICKLEBALL COURTS AT
DOT COOPER KELLY AF

Request:

Please approve change order #2 for \$4,318.42 for installation of power to the pavilion for the Pickleball Complex at Dot Cooper Kelly # 2023-017PR. This will increase the project to \$1,289,618.42.



M & N CONSTRUCTION, LLC

P. O. Box 392 (38802) / 499 Gloster Creek Suite F5B / Tupelo, MS 38801
O- (662)620-4404 / www.mnconstruction.us.com

OWNER CHANGE ORDER

PROJECT: Pickleball Complex	CHANGE ORDER NUMBER: 02
906 Fillmore Drive	DATE: 11/09/2023
Tupelo, MS 38801	CONTRACT DATE: 05/02/2023

CONTRACTOR:	OWNER:
M&N CONSTRUCTION, LLC	City of Tupelo
499 GLOSTER CREEK VLG STE F-9	71 East Troy Street
TUPELO, MS 38801	Tupelo, MS 38804

ORIGINAL CONTRACT AMOUNT:	\$1,285,300.00
CHANGES BY PREVIOUS CHANGE ORDERS:	\$4,318.42
CURRENT CONTRACT AMOUNT:	\$1,289,618.42

THE CONTRACT IS CHANGED AS FOLLOWS:

Furnish parts and labor to install power and devices for the pavilion. Customer to provide any fans or fixtures.

NET CHANGES TO CONTRACT AMOUNT	\$3,468.95
NEW CONTRACT TOTAL	\$1,293,087.37

M&N CONSTRUCTION, LLC

Conner A. Carruth

11/09/2023

Date

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Project Manager

DATE January 9, 2024

SUBJECT: IN THE MATTER OF BID FOR BALLARD PARK PARK SITE
IMPROVEMENTS, PHASE 1 BID #2023-061PR NM

Request:

Please review and approve the lowest and best bid from James A. Hodges Construction, Inc for the Ballard Park Site Improvements, Phase 1 Bid of \$886,020.62 and an Alternate #1 bid of \$58,462.00 for a total of \$944.482.62.

Attached to this request are the following;

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



January 9th, 2024

Mr. Neal McCoy, Projects Manager
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

**RE: City of Tupelo, Department of Parks and Recreation –
Ballard Park Site Improvements, Phase 1**

Dear Mr. Farned:

Bids were received on Monday January 8th, 2024, on the above-noted project. The apparent low bidder for this project is James A. Hodges Construction, Inc. with a Base Bid of Eight Hundred and Eighty-Six Thousand, Twenty Dollars and Sixty-Two Cents \$886,020.62.00, and an Alternate #1 Bid of Fifty-Eight Thousand, Four Hundred and Sixty-Two Dollars \$58,462.00 for a Total Bid of Nine Hundred and Forty-Four Thousand, Four Hundred and Eighty-Two Dollars and Sixty-Two Cents \$944,482.62.

After discussions with yourself and key representatives from the low bidder, it is my recommendation to accept the Base Bid and Alternate #1 Bid from James A. Hodges Construction, Inc based upon their submitted proposal for the **Total Bid amount of \$944,482.62.**

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

Sincerely,

Shipman Sloan, PLA

pc: Alex Farned, Director of Parks and Recreation; Don Lewis, COO; Traci Dillard, Finance; Missy Shelton, Council Clerk
File PN: 23022.00, CBN: 2023-061PR

PN: 23022.00
CBN: 2023-061PR

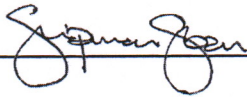
City of Tupelo, MS- Department of Parks and Recreation
Ballard Park Site Improvements, Phase 1

Opening Date: 01/08/2024
Opening Time: 10:00 a.m.

Contractor:	Double S Inc.	ENSCOR, LLC	James A. Hodges Construction Co.	Phillips Contracting Co. Inc.	Pittman Construction Co., Inc.
Certificate of Responsibility			13510-MC	00229-MC	
Surety Company			The Gray Casualty & Surety Company	Fidelity & Deposit Company of Maryland	
Base Bid:			\$886,020.62	\$1,080,000.00	
Alternate #1 Bid:			\$58,462.00	\$83,000.00	

Contractor:	Sitemasters Construction	Stewart Environmental Construction, Inc.	Timbo's Construction Inc.		
Certificate of Responsibility			12475-MC		
Surety Company			The Gray Casualty & Surety Company		
Base Bid:			\$1,264,057.23		
Alternate #1 Bid:			\$22,000.00		

Certified Correct By:






Sloan Landscape Architecture

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: James A. Hodges Construction, Inc.

Address: 1281 CR 811

Saltillo, MS 38866

Date: January 8, 2024

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

Project Name: Ballard Park 3-Plex Parking Improvements

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

Base Bid: Eight Hundred and Eighty-Six Thousand, Twenty Dollars

and Sixty-Two Cents (\$ 886,020.62).

Alternate #1 Bid:

Fifty-Eight Thousand, Four Hundred and Sixty-Two Dollars

(\$ 58,462.00).

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

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **One Hundred & Twenty (120) Calendar Days**, subject to the terms and conditions of the Contract.

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

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

Liquidated Damages:

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

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

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

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

Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

List of Suppliers and Sub-Contractors:

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

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

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

(complete if a corporation)

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

Name	Address (City, State Zip)	Title
James A. Hodges	1281 CR 811 Saltillo, MS 38866	President

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: James A. Hodges Construction, Inc.

Address: 1281 CR 811 Saltillo, MS

Email Address: jamesahodges@comcast.net **Fax Number:** 662-842-8878

Signed:



Title: President

Certificate of Responsibility Number: 13510-MC

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Traci Dillard
71 East Troy Street
Tupelo, MS 38804

Project Name: Ballard Park Site Improvements, Phase 1
to be opened at **10:00 a.m. on Monday January 8th, 2023.**

Subcontractor and Supplier List:[illegible]

Form of Non-Collusive Affidavit:

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

AFFIDAVIT

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

State of: MS

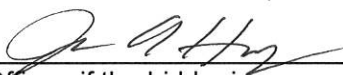
County of: Lee

James A. Hodges, being first duly sworn, deposes and says:

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

Signature of: _____
Bidder, if the bidder is an individual:

Partner, if the bidder is partnership


Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 8th day of January, 2024

My commission expires December 9, 2026



SECTION 004516 – BIDDER'S QUALIFICATIONS**QUALIFICATION FORM**

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

PRIOR PROJECT QUESTIONNAIRE

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

YES ☐ or NO ☒

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

YES ☐ or NO ☒

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

YES ☐ or NO ☒

END OF SECTION 004516

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

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

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

a corporation duly organized under the laws of the State of LA

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

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

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

WHEREAS, the Principal has submitted a bid for Ballard Park Site Improvements, Tupelo, MS

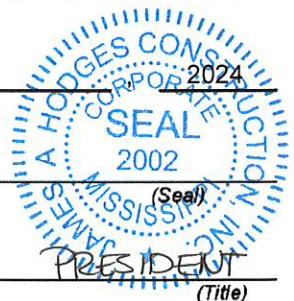
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful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

Signed and sealed this 8th day of January 2024

Robin Rodgers
(Witness)

James A. Hodges Construction, Inc.
(Principal)

By: [Signature]



(Title)

Marty Hall
(Witness)



The Gray Casualty & Surety Company
(Surety)

By: [Signature]

Attorney-in-Fact Michael Addison

(Title)

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: James A. Hodges Construction, Inc.

Obligee: The City of Tupelo

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

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

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



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

Leigh Anne Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of January, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of January, 2024.

Leigh Anne Henican



Timbo's Construction, Inc.
3853 Highway 61 North
Cleveland, MS 38732
Phone: 662-843-4740
faith@timbosconstruction.com
COR No.: 12475-MC

City of Tupelo – Department of Parks and Recreation
Attn: Traci Dillard
PO Box 1485
Tupelo, MS 38802

Sealed Bid For:
City of Tupelo – Department of Parks and Recreation, Ballard Park Site Improvements, Phase 1
Tupelo, MS
Project No: 23022.00

To Be Opened:
January 8, 2024 @ 10:00 AM

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: Timbo's Construction
Address: 3853 highway 61N
Cleveland, ms 38132
Date: 1/8/2024

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

Project Name: Ballard Park 3-Plex Parking Improvements

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

Base Bid: one million two hundred sixty four thousand
fifty seven dollars & twenty three cents (\$1,264,057.23).

Alternate #1 Bid: twenty two thousand dollars
(\$22,000.00).

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

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **One Hundred & Twenty (120) Calendar Days**, subject to the terms and conditions of the Contract.

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

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

Liquidated Damages:

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

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

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

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

Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____
Addendum No.: _____	Dated: _____

List of Suppliers and Sub-Contractors:

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

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

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

(complete if a corporation)

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

Name	Address (City, State Zip)	Title
Jimmy Sandifer	Cleveland, MS	President
Laquita Sandifer	Cleveland, MS	Corp. Sec.
Ethan Sandifer	Cleveland, MS	VP

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: Timbo's Construction

Address: 3853 Highway 61 N Cleveland, MS 38732

Email Address: faith@timbosconstruction.com Fax Number: 888-629-2975

Signed: 

Title: President

Certificate of Responsibility Number: 12475 MC

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Traci Dillard
71 East Troy Street
Tupelo, MS 38804

Project Name: Ballard Park Site Improvements, Phase 1
to be opened at **10:00 a.m. on Monday January 8th, 2023.**

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

Subcontractor and Supplier List:

[illegible]

Form of Non-Collusive Affidavit:

PROPOSAL FORM

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

AFFIDAVIT

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

State of: Mississippi

County of: Bolivar

Jimmy Sandifer, being first duly sworn, deposes and says:

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

Signature of: _____
Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

[Signature]

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 08 day of January, 2024

Kathryn Moore

My commission expires November 06, 2027



P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

SECTION 004516 – BIDDER'S QUALIFICATIONS

QUALIFICATION FORM

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

PRIOR PROJECT QUESTIONNAIRE

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

YES ☐ or NO ☒

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

YES ☐ or NO ☒

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

YES ☐ or NO ☒

END OF SECTION 004516

BIDDER'S QUALIFICATIONS

004516

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Timbo's Construction, Inc.
3853 Highway 61 N.
Cleveland, MS 38732

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202

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

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

OWNER:

(Name, legal status and address)

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


City of Tupelo-Department of Parks and Recreation, Ballard Park Site Improvements, Phase 1, Tupelo, MS,
Project Number: 23022.00, City of Tupelo Bid Number: 2023-061PR

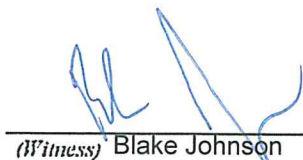
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 8th day of January, 2024


(Witness)


(Witness) Blake Johnson

Timbo's Construction, Inc.
(Principal) (Seal)

By: 
(Title)

The Gray Casualty & Surety Company
(Surety) (Seal)

By: 
(Title) Stephen Wesley Price, Jr. Attorney-in-Fact



**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: Timbo's Construction, Inc.
Obligee: City of Tupelo

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

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

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



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

Leigh Anne Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of January, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of January, 2024.

Leigh Anne Henican



P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: Phillips Contracting Co., Inc.

Address: P.O. Box 7530

Columbus, MS 39705

Date: 1/8/2024

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

Project Name: Ballard Park 3-Plex Parking Improvements

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

Base Bid: one million eighty thousand dollars and no cents
(\$ 1,080,000.00).

Alternate #1 Bid: eighty three thousand dollars and no cents
(\$ 83,000.00).

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

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **One Hundred & Twenty (120) Calendar Days**, subject to the terms and conditions of the Contract.

By signing this letter, Phillips Contracting Co., Inc. (insert company name) is certifying that neither Phillips Contracting Co., Inc. (insert company name) nor any potential subcontractors are debarred or suspended or are otherwise excluded or ineligible for participation in Federal Assistance Programs.

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

Liquidated Damages:

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

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

As required by Section 00 21 13 - 1.6, "Bid Security", Bid Security in the form of a bid bond or cashier/certified check is attached hereto in the amount of 5% of the base bid amount and shall become the property of the Owner in the event the Agreement and required Bonds are not executed within the time set forth hereinbefore as liquidated damages for the delay and additional expense to the Owner caused thereby.

Addendum Receipt:

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

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

List of Suppliers and Sub-Contractors:

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

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

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

(complete if a corporation)

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

Name	Address (City, State Zip)	Title
Blake Hill	P.O. Box 7530 Columbus MS 39705	President
Allen Tatum	" "	Vice-President
Tyler Shepherd	" "	Vice-President

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: Phillips Contracting Co., Inc.

Address: P.O. Box 7530 Columbus MS 39705

Email Address: allen@phillipscontracting.com Fax Number: 662-329-3291

Signed: 

Title: President

Certificate of Responsibility Number: 00229-MC

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

Directions for Mailing:

Submit bid papers in sealed envelope marked as indicated in the Instructions to Bidders, inserted in opaque sealed envelope marked as follows:

Address To: City of Tupelo
City Hall - 1st Floor - Tax Office
Attn: Mrs. Traci Dillard
71 East Troy Street
Tupelo, MS 38804

Project Name: Ballard Park Site Improvements, Phase 1
to be opened at **10:00 a.m. on Monday January 8th, 2023.**

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

Subcontractor and Supplier List:[illegible]

Form of Non-Collusive Affidavit:

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

AFFIDAVIT

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

State of: Mississippi

County of: Lee

Blake Hill, being first duly sworn, deposes and says:

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

Signature of: _____
Bidder, if the bidder is an individual:

Partner, if the bidder is partnership

Blake Hill

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the _____ day of January, 2024

My commission expires 1/28/27



P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

SECTION 004516 – BIDDER'S QUALIFICATIONS

QUALIFICATION FORM

As part of their bid, the contractor is required to submit this form. Submission of this form does not constitute qualification. Qualification may be denied for any reasons the Owner deems necessary for the successful completion of the project. In the Owner's absolute discretion, if the prior work of the contractor is deemed unacceptable or if false information is provided, the contractor will be declared a non-responsive bidder.

PRIOR PROJECT QUESTIONNAIRE

In the past 10 (ten) years has the contractor proposed changes to a project to increase the project cost with the request being unapproved?

YES ☐ or NO ☒

In the past 10 (ten) years has the owner or owner's representative given the contractor a notice of default?

YES ☐ or NO ☒

In the past 10 (ten) years has an assessment of liquidated damages on a project been made against the contractor?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of submitting pay application request for materials not installed?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor been accused of deviating from contract documents without following proper procedures required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor failed to provide a project schedule as required by contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor excluded materials and workmanship from project warranties?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor included wording in closeout documents that contradict warranty requirements specified in contract documents?

YES ☐ or NO ☒

In the past 10 (ten) years has the contractor had a verbal altercation with a project owner or owner's representative?

YES ☐ or NO ☒

END OF SECTION 004516

BIDDER'S QUALIFICATIONS

004516

P. N. 23022.00
C.B.N 2023-061PR

Sloan Landscape Architecture, LLC

11/30/2023

SECTION 005200 AGREEMENT FORM

1.01 DESCRIPTION

- A. The Owner will use AIA Document A101, 2017 Edition, Standard Form of Agreement Between Owner and Contractor, where basis for Payment is a Stipulated Sum as a part of the Contract Documents.
- B. A copy of this document is on file at the Landscape Architect's office. All Bidders shall read and understand the referenced document.

END OF SECTION 005200

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

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

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

OWNER:

(Name, legal status and address)

City of Tupelo, Mississippi
71 East Troy Street
Tupelo, MS 38804

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

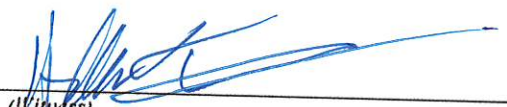
City of Tupelo-Department of Parks and Recreation, Ballard Park Site Improvements, Phase 1, Tupelo, MS,
Project Number: 23022.00, City of Tupelo Bid Number: 2023-061PR

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 8th day of January, 2024


(Witness) Braxton Brumfield

Phillips Contracting Co., Inc.

(Principal)

(Seal)

By: 

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By: 

(Title) Peggy L. Jackson Attorney-in-Fact



Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.

Obligee: City of Tupelo, Mississippi

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint

Peggy L. Jackson, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

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



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

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

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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of January, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

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

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

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



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Project Manager

DATE April 27, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT FOR BALLARD PARK
SITE IMPROVEMENTS, PHASE 1 BID #2023-061PR NM

Request:

I would like to recommend that the City Council and Mayor approve the contract for Ballard Park Site Improvements, Phase 1 and allow the Mayor to sign contract.

Note: The contract is attached to this request.



AIA® Document A101® – 2017

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

AGREEMENT made as of the Sixteenth day of January in the year Two Thousand Twenty-four
(In words, indicate day, month and year.)

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

City of Tupelo, Mississippi, Other
71 East Troy Street
Tupelo, MS 38804
Telephone Number: 662-841-6513
Fax Number: 662-840-2075

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

James A. Hodges Construction, Inc., General Corporation
1281 CR 811
Saltillo, MS 38866
Telephone Number: 662-842-8878

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

Ballard Park Site Improvements, Phase 1
Ballard Park, 2629 West Main Street, Tupelo, MS 38801
The work includes the construction of a new entry, asphalt parking lot with curb and gutter, concrete walkways, and additional work to improve drainage and overall function of the park.

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

Sloan Landscape Architecture, Limited Liability Company
301 West Main Street
Tupelo, MS 38804
Telephone Number: 662-432-4156
Fax Number: 662-432-4160

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

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

Init.

☒ Not later than One Hundred and Twenty (120) calendar days from the date of commencement of the Work.

☐ By the following date:

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

Portion of Work	Substantial Completion Date
N/A	

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred and Forty-Four Thousand, Four Hundred and Eighty-Two Dollars and Sixty-Two Cents (\$ \$944,482.62), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
Alternate #1	\$58,462.00

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

Item	Price	Conditions for Acceptance
N/A		

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

Item	Price
Contingency Allowance #1	\$50,000.00

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

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

§ 4.6 Other:

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

N/A

Init.

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

5% of Completed Work

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

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

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

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

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.**§ 5.2 Final Payment****§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:**§ 5.3 Interest**

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

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

%

ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 Initial Decision Maker**

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

Mr. Neal McCoy
71 East Troy Street
Tupelo, MS 38804
Telephone Number: 662-841-6513
Fax Number: 662-840-2075
Mobile Number: 662-871-7748
Email Address: nmccoy@tupelo.net

§ 8.3 The Contractor's representative:

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

Mr. Chad Rankin
1281 CR 811
Saltillo, MS 38866
Telephone Number: 662-842-8878

Mobile Number: 662-871-0082

Email Address: crankin0853@gmail.com

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

§ 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

- .5 Drawings

Number	Title	Date
L0.0-L5.3		11.28.2023

- .6 Specifications

Section	Title	Date	Pages
All Sections		11.28.2023	All Inclusive

- .7 Addenda, if any:

Number	Date	Pages
N/A		

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

- .8 Other Exhibits:

Init.

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

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

☐ The Sustainability Plan:

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

☐ Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

Mr. Todd Jordan, Mayor, City of Tupelo, MS
(Printed name and title)

CONTRACTOR (Signature)

Mr. James A. Hodges, President, James A. Hodges
Construction Inc.
(Printed name and title)

init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:30:01 ET on 01/10/2024.

PAGE 1

AGREEMENT made as of the Sixteenth day of January in the year Two Thousand Twenty-four

...

City of Tupelo, Mississippi, Other
71 East Troy Street
Tupelo, MS 38804
Telephone Number: 662-841-6513
Fax Number: 662-840-2075

...

James A. Hodges Construction, Inc., General Corporation
1281 CR 811
Saltillo, MS 38866
Telephone Number: 662-842-8878

...

Ballard Park Site Improvements, Phase 1
Ballard Park, 2629 West Main Street, Tupelo, MS 38801
The work includes the construction of a new entry, asphalt parking lot with curb and gutter, concrete walkways, and additional work to improve drainage and overall function of the park.

...

Sloan Landscape Architecture, Limited Liability Company
301 West Main Street
Tupelo, MS 38804
Telephone Number: 662-432-4156
Fax Number: 662-432-4160

PAGE 2

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

PAGE 3

[☒] Not later than One Hundred and Twenty (120) calendar days from the date of commencement of the Work.

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred and Forty-Four Thousand, Four Hundred and Eighty-Two Dollars and Sixty-Two Cents (\$ \$944,482.62), subject to additions and deductions as provided in the Contract Documents.

...

Alternate #1 \$58,462.00

...

N/A

...

Contingency Allowance #1 \$50,000.00

...

N/A

...

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

...

N/A
PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

5% of Completed Work
PAGE 5

N/A
PAGE 6

[☒] Litigation in a court of competent jurisdiction

...

Mr. Neal McCoy
71 East Troy Street
Tupelo, MS 38804
Telephone Number: 662-841-6513
Fax Number: 662-840-2075
Mobile Number: 662-871-7748

Email Address: nmccoy@tupelo.net

...

Mr. Chad Rankin

1281 CR 811

Saltillo, MS 38866

Telephone Number: 662-842-8878

...

Mobile Number: 662-871-0082

Email Address: crankin0853@gmail.com

PAGE 7

L0.0-L5.3

11.28.2023

...

All Sections

11.28.2023

All Inclusive

...

N/A

PAGE 8

Mr. Todd Jordan, Mayor, City of Tupelo, MS

Mr. James A. Hodges, President, James A. Hodges
Construction Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:30:01 ET on 01/10/2024 under Order No. 2114499756 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Mandatory Addendum to
All City of Tupelo Contracts
October 28, 2022

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.

MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002)).

18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.

Miss. Code Anno. 21-27-1

19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.


MS AG Ops. 2012-00013

20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

CITY
Date:



CONTRACTING PARTY
Date: 1/11/24



AGENDA REQUEST

TO: Mayor and City Council

FROM: Joe Wheeler, Airport Administrator

DATE January 12, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF MDOT MATCHING GRANT AIP 3-28-054-2023 **JW**

Request:

Approval of MDOT Matching Grant for \$51,402, which is the 2.5% match of the \$1.92 million AIP Grant to rehab the apron between taxiway J and taxiway H.

Attachments:

- A. Copy of the MDOT Grant Application

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0070-054-2023
Tupelo Regional Airport**

PART I - OFFER

TO: **City of Tupelo, Mississippi and Tupelo Airport Authority**
(hereinafter referred to as the RECIPIENT)

FROM: **The Mississippi Transportation Commission**
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Tupelo Regional Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated July 13, 2023 for Airport Improvement Project No. 3-28-0070-054-2023 (hereinafter referred to as Project) consisting of the following:

Rehab Apron Between TW J and TW H

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$51,402.00**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, two and one-half percent (2.5%) of the final Project costs.
 - b. carry out and complete the project **by December 30, 2027**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2023.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Brad White

Bk _____, Pg _____

PART II - ACCEPTANCE

The **City of Tupelo, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2023.

City of Tupelo, Mississippi

Attest: _____

By: _____

(Title)

(Title)

The **Tupelo Airport Authority** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2023.

Tupelo Airport Authority

Attest: _____

By: _____

(Title)

(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**Tupelo Regional Airport**

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.


EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____, Authorized Officer or Agent _____ Date

Printed Name of Authorized Officer or Agent of
the RECIPIENT

Title of Authorized Officer or Agent of
the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20__.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0070-054-2023
Tupelo Regional Airport**

PART I - OFFER

TO: City of Tupelo, Mississippi and Tupelo Airport Authority
(hereinafter referred to as the RECIPIENT)

FROM: The Mississippi Transportation Commission
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the Tupelo Regional Airport (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated July 13, 2023 for Airport Improvement Project No. 3-28-0070-054-2023 (hereinafter referred to as Project) consisting of the following:

Rehab Apron Between TW J and TW H

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S five percent (5%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$51,402.00**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, two and one-half percent (2.5%) of the final Project costs.
 - b. carry out and complete the project **by December 30, 2027**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 5% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2023.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Brad White

Bk _____, Pg _____

PART II - ACCEPTANCE

The **City of Tupelo, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2023.

City of Tupelo, Mississippi

Attest: _____

By: _____

(Title)

(Title)

The **Tupelo Airport Authority** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2023.

Tupelo Airport Authority

Attest: _____

By: _____

(Title)

(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**Tupelo Regional Airport**

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.


EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
_____, Authorized Officer or Agent

Printed Name of Authorized Officer or Agent of
the RECIPIENT

Title of Authorized Officer or Agent of
the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Cadence Bank Arena

DATE January 4, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES
OF NOVEMBER 20, 2023 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF NOVEMBER 20, 2023



CADENCE BANK
Arena & Conference Center

Tupelo Coliseum Commission
Regular Meeting Minutes
November 20, 2023

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, November 20, 2023 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden
Vice Chair- Stephanie Coomer
Commissioner-Jessica Hollinger
Commissioner- Romanda Ofosu-Darkwah
Commissioner- Marcus McCoy
Commissioner- Darrell Marcle

Representatives of the City of Tupelo Present:
Kevan Kirkpatrick –Executive Director -Cadence Bank Arena and Conference Center
Kim Hanna-CFO
Chad Mims- City Council

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

Approval of minutes from October 16, 2023 was discussed. Commissioner Marcus McCoy made a motion to approve the minutes as written, seconded by Commissioner Jessica Hollinger. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

Director's Report

Kevan began his report by welcoming our new Commission member Romanda Ofosu-Darkwah.

Kevan gave us an update on our past events. We had a Steak Competition in the parking lot on 11/03-04, Blues is Alright Tour on 11/10 with 3,200 people attending, WWE on 11/18 we set a record in sales for non-televvised shows and we had 69 meeting events.

Kevan also updated us on our upcoming events. Public Ice Skating begins 11/24, Disney on Ice (6 shows in 4 days) 11/30-12/03, Harlem Globtrotters on 12/16, MSU Men's Basketball 12/17 and 33 meeting events.



Old Business:

None

New Business

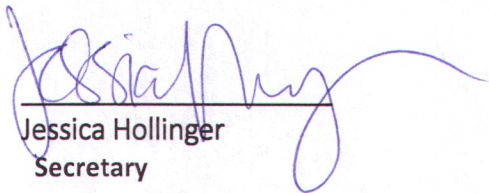
None

Check Approval:

Commissioner Jessica Hollinger made a motion to approve the checks from October, seconded by Commissioner Darrell Marcle. All commissioners voted aye; the motion passed.

Adjournment:

Chair Jason Hayden adjourned the meeting at approximately 3:17 p.m.



Jessica Hollinger
Secretary



Jason Hayden
Chair



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE January 12, 2023

SUBJECT: IN THE MATTER OF CVB BOARD MINS. JANUARY 10, 2023 **SC**

Request:

Review January Board Mins.



Tupelo Convention & Visitors Bureau Board Meeting
Wednesday, January 10, 2024

The Tupelo Convention & Visitors Bureau met Wednesday, January 10, 2024 at 2:00 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Stephanie Browning, Emily Elliott, Leslie Nabors, and Dimple Patel. Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell.

Stephanie Coomer called the meeting to order at 2:02 p.m.

Dimple Patel moved for approval of the agenda. Stephanie Browning seconded the motion. All voting aye, the motion carried.

Leslie Nabors moved that the minutes from November 7, 2023 be approved as presented. Stephanie Browning seconded the motion. All voting aye, the motion carried.

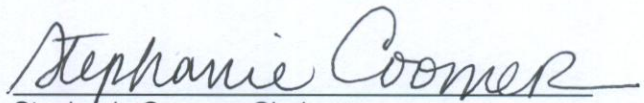
Stephanie Coomer presented the financial report.

Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell presented staff reports.

The meeting adjourned at 2:32 p.m.

Submitted by:

Emily Elliott, Secretary


Stephanie Coomer, Chairman



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE January 9, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF CHANGE ORDER # 2 & FINAL SUMMARY FOR THE HWY 45 SEWER OUTFALL PROJECT (BID NO 2023-019WL) ARPA **JT**

Request:

Approval of the attached change order:

Hwy 45 Sewer Outfall – Change Order # 2 & Final Summary – This change order shows a net decrease of (\$102,576.37) which brings the final contract amount to \$1,344,360.63. This decrease is based on final project quantities.

CHANGE ORDER

CCE NO. 3-09861CHANGE ORDER NO.: 2 - FINAL SUMMARYOWNER: City of TupeloPROJECT: HWY 45 SEWER OUTFALLCONTRACTOR: ENSCOR, LLC

The following changes on the project, with quantities and items involved, are recommended for the reasons stated:

ADJUSTMENT FOR FINAL QUANTITIES - SEE ATTACHED

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time frame stated.

Original Contract Cost \$1,368,762.00DATE: 1/14 2024Previously Approved C.O.'s Add (Deduct): \$78,175.00


For Cook Coggin Engineers, Inc.

PREVIOUS CONTRACT TOTAL: \$1,446,937.00

Estimated Amount Added by this C.O. :

APPROVED: _____ 2024

Estimated Amount Deducted by this C.O. : \$102,576.37CONTRACT TOTAL: \$1,344,360.63

For the Owner (City of Tupelo)

ACCEPTED: 01/03/ 2024


For the Contractor (ENSCOR, LLC)

Item	Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CO #1 Contract Quantity	CO #1 Amount	Final Construction Quantities	Summary Change Order Amount	Final Contract Amount
1	Temporary Silt Fence	550	LinFt	\$ 3.50	\$1,925.00			200.00	\$ (1,225.00)	\$700.00
2	Wattles	275	LinFt	\$ 10.00	\$2,750.00			20.00	\$ (2,550.00)	\$200.00
*3	Seeding & Mulching	5,140	LinFt	\$ 1.00	\$5,140.00	450	\$450.00	5,590.00	\$ -	\$5,590.00
*4	Topsoil Restoration	180	LinFt	\$ 10.00	\$1,800.00	170	\$1,700.00	1,820.00	\$ 14,700.00	\$18,200.00
5	Crushed Stone Foundation Stabilization	185	CuYd	\$ 90.00	\$16,650.00			76,247.8	\$ (9,787.70)	\$6,862.30
*6	Selected Borrow Material	300	CuYd	\$ 30.00	\$9,000.00	205	\$6,150.00	520.00	\$ 450.00	\$15,600.00
*7	Crushed Stone Temporary Surface & Base	40	CuYd	\$ 90.00	\$3,600.00	19	\$1,710.00	54,359.26	\$ (417.67)	\$4,892.33
*8	Bituminous Resurfacing (In-Place Measure)	95	SqYd	\$ 50.00	\$4,750.00	50	\$2,500.00	145.00	\$ -	\$7,250.00
9	Concrete Resurfacing for 18" Curb and Gutter	25	SqYd	\$ 100.00	\$2,500.00			17.50	\$ (750.00)	\$1,750.00
*10	Post Construction CCTV Inspection	5,620	LinFt	\$ 3.00	\$16,860.00	267	\$801.00		\$ (17,661.00)	\$ -
11	Flowable Fill for Existing GSI Crossing	20	CuYd	\$ 500.00	\$10,000.00			13.00	\$ (3,500.00)	\$6,500.00
*12	48" Manhole Vented Lid (0-6')	20	Each	\$ 4,200.00	\$84,000.00	3	\$12,600.00	21.00	\$ (8,400.00)	\$88,200.00
*13	48" Manhole Extra Depth	65	VerFt	\$ 300.00	\$19,500.00	10	\$3,000.00	72.51	\$ (747.00)	\$21,753.00
*14	60" Manhole Vented Lid (0-6')	1	Each	\$ 6,000.00	\$6,000.00	1	\$6,000.00	2.00	\$ -	\$12,000.00
15	60" Manhole Sealed Lid (0-6')	1	Each	\$ 6,000.00	\$6,000.00			1.00	\$ -	\$6,000.00
*16	60" Manhole Extra Depth	18	VerFt	\$ 400.00	\$7,200.00	3	\$1,200.00	19.73	\$ (508.00)	\$7,892.00
17	4" Service Line Drop Connection to Manhole	1	Each	\$ 1,000.00	\$1,000.00				\$ (1,000.00)	\$ -
18	Manhole Removal	11	Each	\$ 1,000.00	\$11,000.00			11.00	\$ -	\$11,000.00
*19	Manhole Abandonment in Unpaved Area	8	Each	\$ 500.00	\$4,000.00	1	\$500.00	9.00	\$ -	\$4,500.00
20	Bypass Pumping (Allowance)	1	LS	\$ 50,000.00	\$50,000.00			0.3473418	\$ (32,632.91)	\$17,367.09
21	18" SDR 26 PVC Gravity Sewer Line (0'-5' Cut)	521	LinFt	\$ 115.00	\$59,915.00			483.37	\$ (4,327.45)	\$55,587.55
22	18" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	1,253	LinFt	\$ 120.00	\$150,360.00			1,087.92	\$ (19,809.60)	\$130,550.40
23	18" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	515	LinFt	\$ 125.00	\$64,375.00			603.50	\$ 11,062.50	\$75,437.50
24	18" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	156	LinFt	\$ 130.00	\$20,280.00			148.10	\$ (1,027.00)	\$19,253.00
25	18" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	207	LinFt	\$ 135.00	\$27,945.00			226.72	\$ 2,662.20	\$30,607.20
26	15" SDR 26 PVC Gravity Sewer Line (0'-5' Cut)	608	LinFt	\$ 100.00	\$60,800.00			637.97	\$ 2,997.00	\$63,797.00
27	15" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	744	LinFt	\$ 105.00	\$78,120.00			776.10	\$ 3,370.50	\$81,490.50
28	15" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	508	LinFt	\$ 110.00	\$55,880.00			364.10	\$ (15,829.00)	\$40,051.00
29	15" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	243	LinFt	\$ 115.00	\$27,945.00			212.50	\$ (3,507.50)	\$24,437.50
30	15" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	95	LinFt	\$ 120.00	\$11,400.00			119.10	\$ 2,892.00	\$14,292.00
31	15" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)	32	LinFt	\$ 140.00	\$4,480.00			48.30	\$ 2,282.00	\$6,762.00
32	15" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)	30	LinFt	\$ 195.00	\$5,850.00			57.95	\$ 5,450.25	\$11,300.25
33	15" SDR 26 PVC Gravity Sewer Line (18'-20' Cut)	40	LinFt	\$ 372.00	\$14,880.00			48.85	\$ 3,292.20	\$18,172.20
34	15" SDR 26 PVC Gravity Sewer Line (20'-22' Cut)	49	LinFt	\$ 525.00	\$25,725.00				\$ (25,725.00)	\$ -
35	12" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	316	LinFt	\$ 86.00	\$27,176.00			314.45	\$ (133.30)	\$27,042.70
36	12" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	72	LinFt	\$ 91.00	\$6,552.00			89.51	\$ 1,593.41	\$8,145.41
37	12" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)	100	LinFt	\$ 96.00	\$9,600.00			127.04	\$ 2,595.84	\$12,195.84
38	12" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)	56	LinFt	\$ 101.00	\$5,656.00			12.96	\$ (4,347.04)	\$1,308.96
*39	8" SDR 26 PVC Gravity Sewer Line (0'-5' Cut)	22	LinFt	\$ 63.00	\$1,386.00	107	\$6,741.00	152.00	\$ 1,449.00	\$9,576.00
*40	8" SDR 26 PVC Gravity Sewer Line (6'-8' Cut)	34	LinFt	\$ 68.00	\$2,312.00	181	\$12,308.00	185.80	\$ (1,985.60)	\$12,634.40
*41	8" SDR 26 PVC Gravity Sewer Line (8'-10' Cut)	12	LinFt	\$ 75.00	\$900.00	36	\$2,700.00	24.80	\$ (1,740.00)	\$1,860.00

CHANGE ORDER NO. 2 - FINAL QUANTITY SUMMARY

TUPELO HWY 45 SEWER OUTFALL

OWNER: CITY OF TUPELO

CONTRACTOR: ENSCOR, LLC.

CCE 3-09861



Item	Description	Original Contract Quantity	Unit	Unit Price	Original Contract Amount	CO #1 Contract Quantity	CO #1 Amount	Final Construction Quantities	Summary Change Order Amount	Final Contract Amount
42	24"x0.500" Bored Steel Encasement (Includes Bore)	385	LinFt	\$ 1,150.00	\$442,750.00			385.00	\$ -	\$442,750.00
43	4" PVC Service Line, Sch. 40	20	LinFt	\$ 40.00	\$800.00			12.00	\$ (320.00)	\$480.00
*44	Connection to Existing Manhole		Each	\$ 5,000.00		1	\$5,000.00	1.00	\$ -	\$5,000.00
*45	8" SDR 26 PVC Gravity Sewer Line (10'-12' Cut)		LinFt	\$ 75.00		13	\$975.00	21.20	\$ 615.00	\$1,590.00
*46	8" SDR 26 PVC Gravity Sewer Line (12'-14' Cut)		LinFt	\$ 80.00		25	\$2,000.00	31.50	\$ 520.00	\$2,520.00
*47	8" SDR 26 PVC Gravity Sewer Line (14'-16' Cut)		LinFt	\$ 100.00		15	\$1,500.00	19.30	\$ 430.00	\$1,930.00
*48	8" SDR 26 PVC Gravity Sewer Line (16'-18' Cut)		LinFt	\$ 155.00		28	\$4,340.00	21.50	\$ (1,007.50)	\$3,332.50
*49	48" Type S HDPE Corrugated Pipe		LinFt	\$ 200.00		30	\$6,000.00	30.00	\$ -	\$6,000.00

* - Change Order #1

Total Original Contract Amount \$1,368,762.00

Total Change Order #1 Amount \$78,175.00

Total Summary Change Order (CO #2) Amount \$ (102,576.37)

Final Contract Amount \$1,344,360.63

CONTRACT AMENDMENT-HWY 45 Outfall (MCWI No. 179-2--5.5)

This agreement, made this the **5th** day of **January, 2024**, by and between ENSCOR, hereinafter called the Contractor, and the CITY OF TUPELO, hereinafter called the Owner.

Witnesseth, the Contractor and Owner agree to amend this contract to add the following provision to the American Rescue Plan Act (ARPA) Supplemental General Conditions:

Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

The parties also certify that all procurements, to the greatest extent practicable under a Federal award, have provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

OWNER:

BY: 

TITLE: Mayor Todd Jordan

ATTEST: 

Title: KIM HANNA, CFO

CONTRACTOR: ENSCOR, LLC

BY: 

TITLE: Jeff Smith, Owner

ATTEST: 

TITLE: CFO

City of Tupelo Hwy 45 Outfall FULLY EXECUTED amendment dated 1-5

Mark Weeden <mweeden@cookcoggin.com>

Mon 1/8/2024 11:38 AM

To: Abby Christian <Abby.Christian@tupeloms.gov>; Ben Logan <Ben.Logan@tupeloms.gov>; Stephen Reed <stephen.reed@tupeloms.gov>; Kim Hanna <Kim.Hanna@tupeloms.gov>; Pam Blassingame <Pam.Blassingame@tupeloms.gov>

 1 attachments (431 KB)

24-1-5 Amendment SIGNED by Jeff & Todd.pdf;

To All,

Please find attached the executed contract amendment for Domestic Preferences for Procurements for the above referenced project.

Any questions, please let us know.

Thanks,

Mark

From: info@cookcoggin.com [mailto:info@cookcoggin.com]

Sent: Monday, January 08, 2024 11:24 AM

To: 'Mark Weeden'

Subject: FULLY EXECUTED amendment dated 1-5

Inger Calloway

Contract Administrator

Cook Coggin Engineers, Inc.

703 Crossover Road, Tupelo, MS 38801

P.O. Box 1526, Tupelo, MS 38802

Phone: (662) 842-7381

Fax: (662) 844-4564



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AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE January 10, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT WITH MAX FOOTE CONSTRUCTION COMPANY, LLC FOR BID # 2023-040WL (CENTRAL PUMPING STATION MODIFICATIONS) **JT**

Request:

I recommend award of the attached contract with Max Foote Construction Company, LLC for the Central Pumping Station Modifications. The bid for this project (Bid No. 2023-040WL) was approved through your regular council meeting on November 17, 2023 in the amount of \$12,347,000.00.

Please let me know if you have any questions.

NOTICE OF AWARD

TO: **MAX FOOTE CONSTRUCTION COMPANY, LLC**
2 OFFICE PARK CIRCLE, SUITE 105,
BIRMINGHAM, AL 35223

C280 855-08
 Project Identification No.

PROJECT: **TUPELO SRF FY21, CENTRAL PUMPING STATION MODIFICATIONS**
CONTRACT A

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated October 5, 2023.

You are hereby notified that your BID has been accepted for items in the amount of \$12,347,000.00-----.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date this Notice is delivered to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 18th day of October, 2023.

Owner: **CITY OF TUPELO**

By: Todd Jordan

Name, Title: Mayor Todd Jordan

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: **MAX FOOTE CONSTRUCTION COMPANY, LLC**

This the 18th day of October, 2023.

By: Phillip Irvine

Name, Title: Phillip Irvine, Vice-President

CONTRACT AGREEMENT

This Agreement, made this the 18th day of October, 2023, by and between **MAX FOOTE CONSTRUCTION CO., LLC**, 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 equipment, materials, labor, and perform fully the construction of **TUPELO SRF FY21 CENTRAL PUMPING STATION MODIFICATIONS CONTRACT A, SRF PROJECT NO. C280 855-08** for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated AUG. 2023 and Construction Plans entitled **TUPELO SRF FY21 CENTRAL PUMPING STATION MODIFICATIONS CONTRACT A, SRF PROJECT NO. C280 855-08**, Sheets 1 through 74, dated AUG. 2023, which are fully incorporated herein as if hereto attached or herein repeated. All defined terms shall have the same meaning herein as set forth in Article 1 of the General Conditions unless indicated herein to the contrary.

Article 2. 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 400 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 \$1500.00 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.

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Agreement – SRF Water

2023.04.10

Page 1 of 3

Article 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of **Twelve Million, Three Hundred & Forty-Seven Thousand 00/100---** Dollars (**\$ 12,347,000.00---**) being the amount of the accepted proposal for **TUPELO SRF FY21 CENTRAL PUMPING STATION MODIFICATIONS CONTRACT A, SRF PROJECT NO. C280 855-08** subject to proper additions and/or deductions at the 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 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,

09394

2023.04.10

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Agreement - SRF Water

Page 2 of 3

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

By: Todd Jordan

Name, Title: Mayor Todd Jordan

Contractor: MAX FOOTE CONSTRUCTION COMPANY, LLC

By: Phillip Irvine

Name, Title: Phillip Irvine, Vice-President

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2023.04.10

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Agreement – SRF Water

Page 3 of 3



AGENDA REQUEST

TO: Mayor and City Council

FROM: Lucia Randle, Downtown Tupelo Main Street Association Executive Director

DATE January 12, 2024

SUBJECT: IN THE MATTER OF APPROVAL OF MEMORANDUM OF AGREEMENT
WITH MISSISSIPPI MAIN STREET ASSOCIATION **LR**

Request: Please review and approve the attached MOA between MS Main Street and City of Tupelo giving Mayor Todd Jordan permission to execute. This MOA is approved annually by Tupelo City Council.



MISSISSIPPI MAIN STREET ASSOCIATION

2023 MEMORANDUM OF AGREEMENT FOR CONTINUATION AS A MISSISSIPPI MAIN STREET ASSOCIATION DESIGNATED COMMUNITY

THIS AGREEMENT is entered into and executed by the Mississippi Main Street Association (“MMSA”) and _____, hereinafter referred to as the “local program.”

THIS AGREEMENT is for the purpose of implementing the local Main Street program through continued participation as a Mississippi Main Street Designated Community. In consideration of the executed agreement, the parties agree to the following terms and conditions:

SECTION I. MMSA AGREES TO:

1. Designate the MMSA Director of Community Development to be the point of contact for the local program director. The team member will be available to answer questions and provide advice and information via email or telephone. The team member will review and approve quarterly reports, participate in the selection of new local directors, and respond to other program requests as mutually agreed upon.
2. Provide at least one annual Main Street 101 training opportunity available to all local program directors, board members, committee members, and government representatives from the Main Street communities. MMSA will provide all materials related to training.
3. Provide access to online training in the Main Street Approach™.
4. Conduct quarterly trainings, workshops, meetings, and/or conferences to further develop and enhance the skills of local directors and board members.
5. Host an annual Main Street Directors’ Retreat, which is required to be attended by the local program director (or other representative).
6. Provide an annual calendar with the dates and locations of MMSA-approved trainings,

workshops, meetings, retreats, and conferences, if possible, at the beginning of the calendar year.

7. Provide one on-site work session, as requested by the local program director, for the development of a vision, goals, and objectives, as part of the local program's annual work plan.
8. Provide one annual on-site visit for community services as requested by the local program director. A community assistance form must be filled out and sent to the Director of Community Development, at which point a meeting will be scheduled for a mutually agreed upon time. Additional requests for community visits may be subject to a nominal fee to cover administrative and travel expenses.
9. Provide annual grant opportunities for community development services. Community development services may include, but are not limited to design and planning services, local market analysis, communication and marketing consultation, retail and small business training, festival and event development, volunteer training, budget development, economic development assistance, and business recruitment, retention and expansion assistance.
10. Provide *The Point for Mississippi*, an online community forum in partnership with the National Main Street Center, as a resource for local programs. MMSA staff, along with National Main Street Center staff, will monitor and provide technical assistance to members on *The Point*.
11. Facilitate and promote ongoing marketing of MMSA and its individual local programs.
12. Provide and grant each Designated Community use of the official MMSA Designated Community logo and other promotional materials with MMSA branding.
13. Conduct periodic on-site evaluations of each local program's progress as needed or requested by the local program director.
14. Provide all local programs with regular updates on industry news, grant opportunities, and information from our partner organizations.
15. Provide legislative education and advocacy for Main Street at the state and national level.
16. Collect economic development data from local programs and publish statewide economic development statistics in an annual report to members and investors.
17. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.
18. Perform annual assessments to evaluate the local program's progress and assist with the local

program's state compliance and accreditation as outlined by the National Main Street Center.

SECTION II. THE LOCAL PROGRAM AGREES TO:

1. Be in good standing with MMSA, having fully paid all dues and fees, submitted all reports and information (including both semi-annual online reports), and participated in the required number of trainings for the previous calendar year.
2. Pay all MMSA Designated Community annual dues and fees in a timely manner.
3. Maintain the focus of the local program within the boundaries of the Main Street district as designated in the local program's application for membership, or subsequent amendments.
4. Maintain broad-based community support for the local program by the public and private sectors through financial contributions and in-kind or volunteer support.
5. Promote and encourage a historic preservation ethic for the local program, including advocacy for good design, encouragement of building rehabilitation and adaptive reuse, promotion of financial incentives, and advancement of planning policies appropriate for preservation.
6. Implement the Main Street Approach™ recommended by MMSA and the National Main Street Center, including the development of an annual work plan for the local program that includes projects centered around the community's transformation strategies.
7. Maintain a strong, broad-based organizational system that includes an active board of directors that holds monthly or bi-monthly meetings throughout the year and committees or task teams with designated board members as chairpersons.
8. Employ a full-time equivalent local program director (or part-time director working 20+ hours if the community is under 5,000 in population) implementing the Main Street program in the community. The local program director shall serve as the primary point of contact for all MMSA-related matters. In the event the local program director position becomes vacant, the local program shall notify MMSA within thirty (30) days and the position shall be filled within four (4) months of the vacancy. In addition, during any vacancy, the local program shall provide MMSA with an interim primary point of contact (e.g. board president) for all MMSA-related matters.
9. Maintain a separate Main Street budget with adequate funding for daily office operations and travel commitments for the local director to attend trainings, workshops, meetings, retreats, and conferences as required by this agreement.
10. Provide information for monitoring the progress of the local program, submit all quarterly reports using the online report generator provided by MMSA, and provide any and all other information requested by MMSA on or before the identified deadlines. Quarterly reports shall be submitted by the 15th day of the month following the end of each quarter.

11. Send the local program director (or other representative) to the annual Directors' Retreat.
12. In addition to the Directors' Retreat, the local program director shall earn four training points for attending MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved trainings is attached to this agreement as Exhibit A.
13. Fill out the MMSA community assistance form when requesting a community service. The Director of Community Development will take into consideration: if the local program is in good standing with MMSA, if requested funds are available, whether a match from the local program is available, and previous requests from the local program.
14. Include the MMSA Designated Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
15. Be an Accredited or Affiliate Member in good standing with the National Main Street Center.
16. Be an active participant in *The Point*, an online community forum, in partnership with the National Main Street Center. Every Designated Program should have at least one active member account on *The Point*.
17. Provide the MMSA Director of Communication and Marketing with your annual event calendar as well as news of your local program's projects and accomplishments so that MMSA may promote them.
18. Include MMSA staff in the hiring and selection process of new local program directors.
19. File all applicable IRS forms in accordance with state and federal tax laws. Local programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
20. Complete the annual Director's Survey (online) sent via email no later than December 31, 2022.
21. Submit the following to MMSA by the January 31, 2023 deadline:
 - Payment of 2023 MMSA dues. The invoice was mailed to the local program director on record in October 2022. The local program director is responsible for ensuring that the invoice is paid by January 31, 2023.
 - A copy of the local program's approved budget for the 2023 fiscal year.
 - A copy of the local program's annual work plan for 2023.
 - A complete list of local board members and officers, including names and email addresses.

- A copy of the Main Street district's current boundary map (if changes have been made to the district's boundaries since the previous year).
- A copy of the local program's most recent IRS filing, if applicable.

SECTION III. MMSA AND THE LOCAL PROGRAM JOINTLY AGREE THAT:

1. This agreement may be modified only by written amendment executed by all parties and approved by the MMSA State Coordinator.
2. The term of this agreement shall be for one calendar year, beginning on January 1, 2023 and expiring on December 31, 2023. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA State Coordinator.
3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
5. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. Any and all remaining provisions of this agreement shall remain in full force and effect.
6. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.
7. Except as expressly set forth in this agreement, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.
8. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA) by April 30, 2023, MMSA may choose to send the local program a written initial notice that summarizes the non-compliance issues and provides guidance on how to resolve them. At that point, the local program shall be placed on probationary status and shall be ineligible for any services or grant funds from MMSA until the local program is compliant. MMSA will re-evaluate the local program 90 days following the initial notice. If the local program has failed to correct the issues listed in the first notice, MMSA will issue a final notice. If the local program fails to comply with the provisions of this MOA within 90 days of the final notice, the local program will be de-certified with an official letter from MMSA. At that point, the community will have to start a new application process if they wish to rejoin the association.

IN WITNESS WHEREOF, the following parties have executed this agreement:

By: _____	_____
Main Street Director	Date
_____	_____
Local Board President or Chief Elected Official	Date
_____	_____
Thomas Gregory, Executive Director	Date
Mississippi Main Street Association	



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE January 9, 2024

SUBJECT: IN THE MATTER OF REVIEW OF THE RESPONSES TO RFP 23-055PW AND TO AWARD A CONTRACT FOR DEBRIS REMOVAL SERVICES TO THE MOST RESPONSIBLE OFFEROR WHOSE PROPOSAL IS MOST ADVANTAGEOUS TO THE CITY OF TUPELO, AND SUCH CONTRACT SHALL BE EXECUTED BY THE MAYOR AND SUBJECT TO SUBSEQUENT RATIFICATION BY THE CITY COUNCIL (TABLED AT DECEMBER 19, 2023 MEETING) **SR**

The City of Tupelo advertised a Request for Proposals seeking to procure a 12-month pre-contract for debris removal services. After having received the proposals, each were evaluated by a scoring committee, and the most responsible offeror was selected by the Committee.

Request: Please approve the attached Order which selects the proposal that is most advantageous to the City of Tupelo. This Order authorizes the Mayor to enter into a contract, subject to subsequent ratification by the City Council.