



TUPELO REGULAR CITY COUNCIL MEETING

NOVEMBER 01, 2022 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER ROSIE JONES

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CHAD MIMS

CALL TO ORDER: COUNCIL PRESIDENT LYNN BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

1. IN THE MATTER OF PROCLAMATION FOR NATIVE AMERICAN HERITAGE MONTH

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

2. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN
3. IN THE MATTER OF PUBLIC HEARING FOR APPEAL OF DEPARTMENT OF DEVELOPMENT SERVICES AND TUPELO PLANNING COMMITTEE'S DENIAL OF APPLICATION COMP22-12 (SOUTHERN HEIGHTS RV PARK) TN

APPEALS

4. IN THE MATTER OF APPEALS HEARING FOR JEREMIE RICHARDSON OF SOUTHERN HEIGHTS RV, LLC **TN**

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

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

ROUTINE AGENDA

6. IN THE MATTER OF MINUTES OF OCTOBER 18, 2022 REGULAR MEETING
7. IN THE MATTER OF BILL PAY **KH**
8. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
9. IN THE MATTER OF APPROVAL OF CHANGE ORDER NO. 1 FOR GUN CLUB ROAD IMPROVEMENTS **DRB**
10. IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID DEMOLITION INVOICE **TN**
11. IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **TN**
12. IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE MINUTES OF OCTOBER, 3 2022 **TN**
13. IN THE MATTER OF REVIEW/ACCEPT TUPELO LICENSE COMMISSION MINUTES OF OCTOBER, 6 2022 **TN**
14. IN THE MATTER OF REVIEW/APPROVE BELLEDEER OVERLAY DESIGN REVIEW COMMITTEE MEMBERS FOR 2022-2023 **TN**
15. IN THE MATTER OF REQUEST TO SURPLUS VEHICLE FOR AUCTION **TN**
16. IN THE MATTER OF REQUEST TO SURPLUS AND TRADE IN ASSETS TOWARDS THE PURCHASE OF NEW OFFICE FURNITURE **TN**
17. IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT **JQ**
18. IN THE MATTER OF AGREEMENT WITH FLOCK SAFETY **JQ**

19. IN THE MATTER OF NORTH MISSISSIPPI NARCOTICS UNIT INTERLOCAL AGREEMENT **JQ**
20. IN THE MATTER OF AN ORDER RESCINDING COUNCIL ACTION OF SEPTEMBER 20, 2022 TO APPROVE BID # 2022-032PD – THE PURCHASE OF NINE FORD EXPLORER POLICE UNIT UPFIT PACKAGES **JQ**
21. IN THE MATTER OF REQUEST FOR APPROVAL TO REMOVE ITEMS FROM ASSETS AND SURPLUS AT AUCTION **CW**
22. IN THE MATTER OF APPROVAL OF CONTRACT FOR THE LEE ACRES PICKLEBALL COMPLEX **AF**
23. IN THE MATTER OF APPROVAL OF QUOTES FOR AQUATIC CENTER CHEMICALS **AF**
24. IN THE MATTER OF TUPELO SPORTS COUNCIL CONTRACT APPROVAL **AF**
25. IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF SEPTEMBER 26, 2022 AND SPECIAL CALLED MEETING OF SEPTEMBER 29, 2022 **KK**
26. IN THE MATTER OF AWARD OF BID # 2022-036WL **JT**
27. IN THE MATTER OF REQUEST FOR REJECTION OF BID NO. 2022-039WL (CONCRETE POLES) **JT**
28. IN THE MATTER OF BID AWARD 2022-040WL WATER MATERIALS (6 MONTH SUPPLY BID) **JT**
29. IN THE MATTER OF AWARD OF BID # 2022-037WL **JT**
30. IN THE MATTER OF APPROVAL OF BID NO. 2022-038WL (SOURCES OF SUPPLY) **JT**
31. IN THE MATTER OF AWARD OF BID # 2022-041WL **JT**
32. IN THE MATTER OF STATE APPROVED HOLIDAYS FOR CITY EMPLOYEES **TJ**
33. IN THE MATTER OF PURCHASE CONTRACT RATIFICATION AND ACCEPTANCE OF DEEDS TO REAL PROPERTY FOR 216 N. SPRING, 218 N. SPRING, 405 CLAYTON AVENUE, 1112 CHAPMAN DRIVE, 3304 SOUTH GREEN STREET, AND 320 S. SPRING STREET **SR**
34. IN THE MATTER OF APPROVAL OF CONTRACT WITH JBHM ARCHITECTS, P.A. FOR CITY COUNCIL CHAMBERS **DL**

(CLOSE REGULAR SESSION)

STUDY AGENDA

- [S1.](#) IN THE MATTER OF AN ORDINANCE AMENDING CH. 7 OF THE TUPELO CODE OF ORDINANCES PERTAINING TO BUILDINGS AND BUILDING REGULATIONS TN
- [S2.](#) IN THE MATTER OF AN ORDINANCE AMENDING CH. 10 OF THE TUPELO CODE OF ORDINANCES PERTAINING TO FIRE PREVENTION AND PROTECTION TN

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Scott Costello, Communications Director

DATE October 28, 2022

SUBJECT: IN THE MATTER OF PROCLAMATION FOR NATIVE AMERICAN
HERITAGE MONTH

Request:



OFFICE OF THE MAYOR

NATIVE AMERICAN INDIAN HERITAGE MONTH PROCLAMATION

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976, and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month.

NOW THEREFORE, I, Todd Jordan, by virtue of the authority vested in me as Mayor of the City of Tupelo, Mississippi, do hereby proclaim November as

NATIVE AMERICAN INDIAN HERITAGE MONTH

in Tupelo and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Tupelo to be affixed this 1st day of November, in the year of our Lord two thousand and twenty-two.

ATTEST:

Todd Jordan, Mayor

Kim Hanna, City Clerk

Sarah Bell Harris
Regent, Mary Stuart Chapter MSDAR

Susie Dent
Chairman, Native American Indian Committee
Mary Stuart Chapter MSDAR

Brady Davis, CEO
Chickasaw Inkana Foundation



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

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 11/1/2022

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43422	106D1301802	3042 S GREEN ST	BUCKINGHAM LAMON T	3042 S GREEN ST	TUPELO, MS 38801	RS
2.	43424	106C1307700	1766 ROLLINGWOOD DR	TUCKER LEUNDRA & DAMITA	106 CR RD 1046	TUPELO, MS 38801	RS
3.	43428	089K3102100	468 N CHURCH ST	DILLWORTH DE LOIS	468 NORTH CHURCH STREET	TUPELO, MS 38804	SB
4.	43446	077G2518702	1306-A LEONARD DR	VERNER PATRICK	1307 LAMBARD DR	TUPELO, MS 38801	DS
5.	43447	077G2518803	1297 LEONARD DR	OWENS WILLIAM E	2425 PROPERT ST	CORINTH, MS 38834	DS
6.	43448	089F3030600	222 W BARNES ST	MOSBY TERESA R	303 E JACKSON ST	TUPELO, MS 38804	SB
7.	43453	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
8.	43454	101B0224700	2317 ENGLEWOOD DR	JOHNSON OLLIE M	2317 ENGLEWOOD DR	TUPELO, MS 38801	RS
9.	43455	101B0221900	2306 ENGLEWOOD DR	GARMON DANIELLE S	2306 ENGLEWOOD DR	TUPELO, MS 38801	RS
10	43456	112B0404000	1316 BAKER ST	KELLY WOODROW WILSON JR & JANI	1316 BAKER ST	TUPELO, MS 38804	RS
11	43459	078H2717200	909 POPLARVILLE ST	24 WEST PROPERTIES LLC	930 COMMONWEALTH BLVD	TUPELO, MS 38804	DS
12	43464	101H0115002	823 SHUMACOLA TRL	MAH JEANINE E	3408 DELL GLADE DRIVE	MEMPHIS, TN 38111	SB

Preliminary Lot Mowing Report for 11/1/2022

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	43466	089P3124600	518 S BROADWAY ST	BROWNING JOHN R & CANDACE	2521 GREENRIDGE DR	BELDEN, MS 38826	DS
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR APPEAL OF DEPARTMENT OF DEVELOPMENT SERVICES AND TUPELO PLANNING COMMITTEE'S DENIAL OF APPLICATION COMP22-12 (SOUTHERN HEIGHTS RV PARK) TN

Per Section 12.3.5. of the City of Tupelo Development Code, a Public Hearing is required for Appeals of Administrative Decisions.

Request:

Public Hearing for appeal of decision by Development Services Director Tanner Newman, and subsequently the Tupelo Planning Committee, to deny Application COMP22-12 (Southern Heights RV Park).

Hearing Procedures:

- Presentation of the administration's position by Director of Development Services
- Public comments limited to five (5) minutes per person
- Appellant's presentation will be heard at subsequent Appeals Hearing

Attachments:

1. Applicant's Letter of Appeal to City Council – Oct. 7, 2022
2. Letter of Decision by Planning Committee – Oct. 5, 2022
3. Minutes of Oct. 2022 Planning Committee Meeting – Oct. 3, 2022
4. Applicant's Letter of Appeal to Planning Committee – Aug. 23, 2022
5. Letter of Decision by Director of Development Services – Aug. 19, 2022
6. Minutes of Compatibility Hearing – Aug. 18, 2022
7. Staff Analysis – August 18, 2022
8. Compatible Use Application (COMP22-12) and Supporting Documents – July 18, 2022
9. Section 4.8. of the Tupelo Development Code - Medium Density Residential District (MDR)

Tanner Newman

From: Jeremie Richardson <vegasigns@gmail.com>
Sent: Friday, October 7, 2022 10:52 AM
To: Jenny Savely
Subject: Appeal letter

Please find my written appeal:

To Whom It May Concern,

Please be advised this letter is to serve as a formal written appeal in response to your last correspondence regarding application COMP22-12 dated October 5, 2022. Said correspondence cites City of Tupelo Development Code Section 12.12.2(7) denying approval based on inaccurate facts and assumptions. The City of Tupelo Planning committees has not recognized the members in the community in question who are in agreement as they have signed a formal petition previously provided. To state that the community as a whole is not compatible with COMP22-12.

Further, the correspondence dated October 5, 2022 states that the decision was based on lack of compliance with city code Section 12.12.2(7), however the verbiage stated does not outline requirements, butmore so boundaries. With said verbiage being ambiguous our ability to provide direct compliance is not possible. Given stipulations I am prepared to comply and present said plan..

Per the city code Section 12.12.2(7) the harmony within the community will not be disturbed, the property values will not be affected.

Thank you
Jeremie richardson
Southern heights RV, LLC

Sent from my iPhone

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. City Of Tupelo Technology Services ***



City of Tupelo

Department of Development Services

Tanner Newman, Director

Item # 3.

October 5, 2022

Jeremie Richardson
932 Williams Street
Tupelo, MS 38804

Re: COMP22-12 Appeal Hearing – Southern Heights RV Park Proposed Development – Parcel 106C-13-011-00

Mr. Richardson:

The City of Tupelo Planning Committee, upon reviewing appeal of the decision by the Department of Development Services to deny the application COMP22-12 for Compatible Use at a public hearing scheduled on October 3, 2022, voted to deny the compatible use and subsequent permitting of the proposed development. This decision supports the prior Compatible Use denial from August 18, 2022 due to lack of compliance with City of Tupelo Development Code standards set forth in Section 12.12.2(7), which reads as follows:

“Criteria for Approval of Compatible and Flexible Use Permits. Applications for compatible or flexible use permits shall be approved only if the approving authority finds that the use as proposed or the use as proposed with conditions:

- (a) Is in harmony with the area and is not substantially injurious to the value of properties in the general vicinity;*
- (b) Conforms with all special requirements applicable to the use; and*
- (c) Will not adversely affect the health or safety of the public.”*

An appeal of decision by the Plannign Committe shall be taken by filing a written notice of appeal specifying the grounds for the appeal for review by the City Council. An appeal of an administrative decision shall be filed with with the City Clerk, Missy Shelton, within three days of receipt of the decision, October 7, 2022.

Appeals will be considered by the City of City Council during the nearest available regularly scheduled meeting after the date the appeal is filed.

You may file an appeal by submitting to missy.shelton@tupeloms.gov. Please let me know if you have any questions.

Sincerely,

Jenny Savely
City Planner

MAYOR
Todd Jordan

CITY COUNCIL

Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
OCTOBER REGULAR MEETING
Monday, October 3, 2022
6:00 PM Council Chambers**

CALL TO ORDER

Chair Pam Hadley called the meeting to order. Committee members Scott Davis, Patti Thompson, Leslie Mart, Chair Pam Hadley, Mark Williams and Bentley Nolan and Lindsey Leake were present. Gus Hildenbrand was absent. Staff members present included Director of Development Services Tanner Newman, City Planner Jenny Savely, and Zoning Administrator Russ Wilson. Chair Hadley asked Lindsey Leake to open with a prayer and Patti Thompson to lead the pledge. Chair Hadley then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

REVIEW OF MINUTES

Scott Davis made a motion to approve the minutes of the September 12, 2022 Planning Committee Meeting. Seconded by Mark Williams and passed unanimously. Hadley then opened the regular session section of the meeting.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely reported that the City Council had accepted last month's minutes, but TA22-02 remains in legal review. Additionally the Rezoning RZ22-03 and Text Amendments TA22-03 for the Mixed Use Downtown Zoning District and the Downtown Overlay will be voted on at tomorrow (10/4) night's City Council meeting.

Old Business - None

NEW BUSINESS

COMP22-12 Compatible Use Appeal Hearing – RV Park Campground in Southern Heights Neighborhood that had been postponed from the September 12th meeting until the October 3, 2022 Planning Committee Meeting at the request of the applicant and his legal counsel.

City Planner Savely gave the staff analysis for this proposal. An RV Park Campground is a Use by Compatibility in the MDR Zoning District and was denied at an August 18th, 2022 compatibility hearing due to not being in compliance with the criteria required in Section 12.2.2 of the Development Code. This denial has been appealed to the Planning Committee with an action requested to either uphold the decision to deny, or to approve the applicant's appeal to allow the proposed project to go forward. Hadley asked the applicant to come forward to explain their proposed activity.

Jeremie Richardson, 932 Williams Street, came forward and passed out some materials. He said they were proposing an RV park with 32 slips for an "RV Resort". There is only one other RV Park in Tupelo, The Campgrounds at Barnes Crossing (CBC) which was established in 2004. It is north of town and used for comparison. CBS is located adjacent to The Pines apartments which has over 200 units put in in 2009. There are 136 units at Trace Ridge put in in 1995, so having an RV Park near residents, when asking them, they haven't had any violence, no issues from the RV goers to the apartment residents. We'd like to do a presentation video now showing the way of life living in Tupelo. It has changed in 50 years. There are people who

have RVs, that's their way of life, they like to vacation, they travel, they carry their kids, they home between the internet and technology, it's allowed for parents to have more time with their children, this is just a different way of life, and I'd just like to ask that if you haven't looked up an RV Resort on line, this is going to give you a little bit of an idea of what those consist of. There's also some pictures outside on the table of some of the images you may see here, plus some files of some people that live in an RV, they travel and they tell their story. These are the same type of residents we would have at this RV Resort, which would have a two-week maximum stay. I believe there has been some confusion on the parcel that was proposed. Part of that parcel is where we are proposing to do eight family homes on a two acre parcel there by Parish Street. It was shown up on the map that was sent out, there was some confusion that there's going to be an RV Park in someone's front yard, and that's quite the contrary, this would adjoin my property, this would be in my backyard, adjoins Theron Nichols Park, the City Tree Farm on the North Side. There's about 18-20 homes that adjoin our property, possibly impacted by the RV Park. On the south side there's a hill almost as large as a telephone pole, so no one driving by would see any of the RVs. So if we can start the presentation please.

(Video Presentation Plays)

(Richardson continued his presentation after completion of the video) One of the things not mentioned is the fact we'll have check in reservations online, cameras and 24-hour security on premises. That's one thing that the other RV Park had mentioned to me was that they actually have a police officer that stays there which possibly helps cut down on crime, but anyway in five years, they haven't had any crimes. Thank you for your time and I'll be happy to answer any questions.

Hadley then opened the floor for public comments, giving speakers a three minute time limit.

Speakers Included:

Victoria Ashby, 1011 Evelyn Drive	Against the location of an RV Park in her Southern Heights neighborhood citing a lack of demand at nearby RV capable facilities
Laverne Agnew, 3289-B S Green Street	Against the location due to concern for her teenage grandchildren
Margaret Gann, 925 Parish Street	Against the location. After working at Natchez Trace Parkway headquarters for many years, familiar with RV travelers and thinks that a residential neighborhood is not what they are looking for, too close to a school and the roads can't handle larger vehicles
Stephanie Stanfield, 1020 Evelyn Drive	Against the RV Park. Mother of 5, worried about its impact on school traffic, walking path cut-off by the proposed facility, which would not be secure
Evan Walton, 1016 Evelyn Drive	Against the project. Statistically, crime can't help but increase. Doesn't want strangers in his backyard. Residential area is not the place for an RV Park
Charles Moore, President of SHNA	Against this as not in harmony with the community. Not a good comparison with the Campgrounds at Barnes Crossing with their traffic off the Trace
Gwendolyn Ewing, 1017 Terry Road	Votes "NO" for the RV Park
Rosie Jones, 1119 Evelyn Drive	Also against this due to proximity to school. Worried about safety of kids in the neighborhood
Janie Clanton, 2841 Jim Street	Against the RV Park due to the uncertainty of strangers.
Mary Bradley, 2984 Jim Street	I vote "NO" on the RV Park.
Kentrell Boyd, 3804 S Green	Business Owner – as a former law enforcement officer, supports the project since there is plenty of security to address the fears of fellow residents, with online registrations, and 24 hour security.
Sherry Thompson Gill, Mitchell Road	This proposed project will entirely change this area where children will not be safe and votes "NO" to this project.
Randy Little, 2301 Wilemon	After 52 years of truck driving experience, he thinks folks are wrong about RVers. He has no problem at all with the proposed project.

Earline Pulliam, 3338 Shonda Circle

Strongly objects to this idea due to it being a residential single family neighborhood, reduced property values, more crime, strangers present, safety of children, the elderly and the unknown of who is there, street capacity and maintenance.

Andrea Herrington, 1417 Baker Street

For the project. The security features will prevent problems and enhance the safety of the neighborhood, plus the tax revenue will help build the area. Access control will keep it safe and secure.

Tommy Copeland, 3222 Shonda Circle

34 year resident of this neighborhood, against this project in a residential neighborhood. There is plenty of land elsewhere more appropriate.

Zeno Pulliam, 3338 Shonda Circle

Against this RV Park in a quiet residential area. I vote NO

Gracie Kohlheim, 2866 Jim Street

On behalf of her neighbors and senior citizens, I vote NO

Chair Hadley then asked the applicant to come forward to address these concerns. Mr. Richardson brought his surveyor, Rex Smith with him. Richardson said they had addressed most of the concerns and pointed out there are more in support of the project that are not present. Rex Smith addressed the committee. He said that his remarks does not really answer the committee's concerns, but that the property lends itself very well to the proposed use. Smith said he was an RVer himself and that most of the people coming to this RV Park would be people who are traveling. Things have changed so much since Covid. RV spots are sometimes hard to find, and are needed. So many people work from home and their RV now, and with Tupelo being the Birthplace of Elvis, they'll want to come here for that. We have some nice State Parks here but they are not set up with sewer hookups. This will bring people in to stay for a while. When Smith goes RVing, he leaves his bike, his grill and all his stuff out in the open when he goes hiking and is not worried that it will be there when he returns. Generally its good people, so it should not be a concern. As far as the project, there's not a lot of land disturbance required. The drainage will be easy to handle with no issues. Sewer looks good. Water looks good. The infrastructure is compatible with what's there.

Hadley then closed the public input portion of the hearing, and then opened it up to the committee's questions. Mark Williams said he was an RVer and appreciated what Mr. Richardson was trying to do. However, he has some questions. Williams asked if what he had heard tonight any different from what he has heard previously? Richardson said when he goes out and shows residents a map and explains the homes, he has over 80 signatures on his petition who have no issues with this being in their neighborhood. Williams said he assumed that there was at least an equal number opposed to it also. Richardson said possibly, yes. Williams said he looked over the maps, saw the video and asked what Richardson thought makes this location a destination for travelers. Richardson said the City of Tupelo. Williams asked if Richardson anticipated these travelers having a car or a motorcycle with them. Richardson said that was possible. Williams said his experience had been that people park but don't pull the RV in and out daily, so this location in the City, while the City has a lot of attributes he was not sure this location is conducive to this type of use unless they are bringing cars and motorcycles in that would make the location appealing to these travelers. Williams asked if there was any research on that. Richardson said they limited this site to a capacity of 34, after looking at other location, comparing it to others and thought that was a good size. Everyone would not be arriving or leaving at the same time so it shouldn't add a tremendous amount of traffic. Williams said he thought the size would not be conducive to trailering cars. Richardson said the slips would be 60 feet in depth. Williams also asked for details on the proposed single family housing section of the project. Richardson replied that there are two acres near Parish that can be subdivided into 8 home lots. Williams said he could appreciate the proposal, but asked if there was any real commitment from Richardson as a developer or from any builder that anytime in the near future that could be used for single family. Richardson said that he was prepared within the first week to put in an application to develop the first home on that two acre tract. Williams asked what research shows that putting in a traditional 1-4 family residential development spurs additional 1-4 family housing growth. Richardson said there were two other lots on Wilemon that would also have homes, for a total of 10 home lots around the parcel, which Richardson thought having a new business in the area would build up

that area. There's a lot of crime in that area, gunshots over the last week, at the Park. More activities in that area should help that area.

Hadley asked if any other member of the Committee had any questions. Hearing none, Hadley said she did have a question about the minimum two week maximum stay, is that correct because that seems like a lot more in and out traffic, especially with the school being right there. Richardson said he was flexible with how long of a stay is allowed – State law requires a maximum of 30 days for a campground type facility, which is what the Campground at Barnes Crossing allows. He thought people stayed too long at the RV resorts so he said he would be flexible and only allow a two week stay if that made people feel better about it. But with 34 slips, they would not all come and leave at the same time, never a caravan of 30 RVs coming and going every day. Mark Williams said he did have one other question. Williams asked Richardson if he had looked for, prior to tonight, for any alternative locations for this RV Resort. Richardson said yes, and Williams asked for details in case this didn't pass. Richardson said there were other properties along the highway, but they are mostly due to City and County regulations might have more restrictions and if not located in the City, Tupelo would be missing out, this is an option to staying in a hotel when coming for a concert, a little weekend getaway or other type trip. Williams thanked Richardson for trying to bring this into Tupelo, but said that he was one of those that just didn't think this was the right fit for that location.

Leslie Mart asked about the dashed lines on the map of the area and asked for an explanation of those. Zoning Administrator Wilson explained that those were previous lot lines from 60-70 years ago when the property as originally platted as small lots. Today a lot of deeds may have combined 4 or 5 of these smaller lots into larger lots, but basically, they are just older lot lines that are shown in today's technology because they are still there, but not really used except to describe the property. Surveyor Rex Smith said that's exactly what it is, there's an old subdivision plat there which has never been amended.

Hadley then asked if there was any other discussion. Mart asked wouldn't Mr. Richardson have to submit for a subdivision for the 8 lots which look smaller than the adjacent lots in the area. Savely said that would require a subdivision application. Hadley then said she would entertain a motion. Scott Davis made a motion to deny the appeal of the Compatible Use. Leslie Mart seconded the motion. Patti Thompson stated that she would abstain since her property abuts the proposed RV Resort property. Those voting in favor of denying the appeal included, Mark Williams, Bentley Nolan, Pam Hadley, Leslie Mart, Scott Davis and Lindsey Leake, which was unanimous for denial from all members present, with one abstaining being Patti Thompson.

Hadley asked Savely to explain next steps to the applicant. Savely said Mr. Richardson has three days to appeal the Planning Committee's decision with the City Council's Clerk if he chooses to do so. Otherwise the vote of the Committee stands unless it is appealed by the applicant.

Hadley stated that FLEXVAR22-01 had been rescheduled to November 7th per request of the applicant. The next scheduled meeting of the Planning Committee will be 6PM on Monday November 7th, with the Work Session moved up a week to October 24th due to Halloween. Bentley Nolan made a motion to adjourn, seconded by Patti Thompson and the meeting adjourned.

City of Tupelo
 Department of development services
 71 East Troy Street
 Tupelo, MS 38802

Southern Heights RV, LLC
 Jeremie Richardson
 932 William st
 Tupelo, MS 38801

Re: COMP22-12 – Southern Heights RV Park Proposed Development – Parcel 106C-13-011-00

I am writing this letter to appeal the decision that was made on August 18, 2022. The city of tupelo voted to deny the use and subsequent permitting of the proposed development due to lack of compliance with city of Tupelo development code standards set forth in section 12.12.2(7). which reads as follows:

“Criteria for Approval of Compatible and Flexible Use Permits. Applications for compatible or flexible use permits shall be approved only if the approving authority finds that the use as proposed or the use as proposed with conditions:

- (a) Is in harmony with the area and is not substantially injurious to the value of properties in the general vicinity;
- (b) Conforms with all special requirements applicable to the use; and
- (c) Will not adversely affect the health or safety of the public.”

The burden of proof of adversely affecting the health or safety of the public was not proven, There was not any statistics, or proof given or provided during or before the hearing. There was not any evidence at all provided to back up the claims. During the hearing I provided evidence of the contrary. I had a conversation with a local rv park in tupelo. They told me they had not had any crimes, I asked about the neighbors in the 336 units of apartments next door . Did they ever have any issues with or vice versa. I was told They never had any problems with the apartment neighbors. I asked is their a privacy fence. I was told there was not a privacy fence. Our property adjoins the City Tree farm and Theron Nichols park. In our plans we would have a Privacy fence providing a separation from any neighbors back yard. Security is a primary concern, for our customers and neighbors. RV Parks or in our case an RV Resort park would not adversely affect any property value. It would actually improve the value and safety of our neighborhood by bringing in a needed business to currently vacant property.

I do not believe the evidence of support was considered in making this decision. I personally went through the neighborhood speaking with residents about our project. I provided a petition and 89 Signatures of approval to The Department of development services. The petition had southern heights residents names and a map of their location in relationship to this project. The 89 signatures should not be ignored. They should have equal value in determining the value of support. The department only listened to the verbal residents that were told innacurate information. The innacurate information consisted of : Residents would be threatened by owners of Rvs, Crime would increase, Owners of Rvs have big dogs, Residents were also told the wrong location of the Project. There was a movement through the Southern Heights Neighborhood association to directly lie and spread innacurate information. I encountered the lies and rumors being spread as I visited my neighbors. Many of them told me that they had been told different negative information. The confusion was to such an extreme that some people had ideas as if this was the residents decision for a project to go on public or city land.

Sincerely,

Jeremie Richardson
 Southern Heights RV, LLC



City of Tupelo

Department of Development Services

Tanner Newman, Director

August 19, 2022

Jeremie Richardson
932 Williams Street
Tupelo, MS 38804

Re: COMP22-12 – Southern Heights RV Park Proposed Development – Parcel 106C-13-011-00

Mr. Richardson:

The City of Tupelo Department of Development Services upon reviewing application COMP22-12 for Compatible Use at a public hearing scheduled on August 18, 2022, voted to deny the use and subsequent permitting of the proposed development due to lack of compliance with City of Tupelo Development Code standards set forth in Section 12.12.2(7), which reads as follows:

"Criteria for Approval of Compatible and Flexible Use Permits. Applications for compatible or flexible use permits shall be approved only if the approving authority finds that the use as proposed or the use as proposed with conditions:

- (a) Is in harmony with the area and is not substantially injurious to the value of properties in the general vicinity;*
- (b) Conforms with all special requirements applicable to the use; and*
- (c) Will not adversely affect the health or safety of the public."*

An appeal of an administrative decision shall be taken by filing a written notice of appeal specifying the grounds for the appeal with the Director of Development Services and with the Planning Committee. An appeal of an administrative decision shall be filed with the Department of Development Services within three days of receipt of the decision.

Appeals will be considered by the City of Tupelo Planning Committee at a public hearing during the nearest available Planning Committee regularly scheduled meeting after the date the appeal is filed. Public notice of an appeal hearing will be mailed to adjacent property owners within 500 ft of the location for the proposed project. Appeal of decision by the Planning Committee for Compatible Use may be filed with the City Council within three days of the Planning Committee decision.

You may file an appeal by submitting to jenny.savely@tupeloms.gov. You may contact me here or at 662-208-5063 with any questions.

Sincerely,

Jenny Savely
City Planner

MAYOR
Todd Jordan

CITY COUNCIL
Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Davis
Ward Four

Buddy Palmer
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven



COMP22-12 SOUTHERN HEIGHTS RV PARK – PUBLIC HEARING

Date: 8/18/2022 **Time:** 6:02 PM **Location:** Council Chambers, 71 East Troy St, Tupelo, MS

Call to Order: Tanner Newman **Meeting Adjourned:** 6:53 PM

In Attendance

CITY STAFF PRESENT:

Tanner Newman, Director of Development Services

Jenny Savely, City Planner

Russ Wilson, Zoning Administrator

Jennifer Roberson, Office Manager of Development Services

Rosiland Barr, Assistant CFO

Agenda

Public Hearing for review of COMP22-12 for Compatible Use to develop an RV park and camp ground located near 932 Williams St. The proposal is for a 34 full service hook up RV site, office & activities building and in-ground pool on a 10.7 acre lot.

Discussions

Jeremie Richardson – 932 Williams St – Applicant for RV Park

Charles Moore – 3204 Shonda Cir – Against proposal for RV Park

Randy Little – 2301 Wilemon Ave – Yes to proposal for RV Park

Dennis Smith – Parish Street – Against proposal for RV Park

Stephanie Standfield – Evelyn Dr – Against proposal for RV Park

Victoria Ashby – 1011 Evelyn Dr – Against proposal for RV Park

Margaret Gann – 925 Parish Street – Against proposal for RV Park

Edna Garth – 928 William Dr – Against proposal for RV Park

Maureen Shumpert – 1121 Terry Rd – Against proposal for RV Park

Priscilla Lipsey Hurd – 1917 Rollingwood Dr – Against proposal for RV Park

Paula Coleman – 1016 Evelyn Dr – Against proposal for RV Park

Anthony Young – 917 Parish St – Against proposal for RV Park

Susan Hudson – 907 Mitchell St – Against proposal for RV Park

Phyllis Wiginton – 917 Terry Rd – Against proposal for RV Park

William Northington – 3322 Shonda Cir – Against proposal for RV Park

Nicole Garth – Southern Heights – Habitat for Humanity Recipient – Against proposal for RV Park

Thomas Allred – 922 Williams St – Against proposal for RV Park

Tonya Moore – 3204 Shonda Cir – Against proposal for RV Park

Mattie Fox – 1854 Rollingwood Dr – Against proposal for RV Park

Gwen Wheeler – 1022 Evelyn Dr – Against proposal for RV Park

Rosie Jones – Councilwoman – 1119 Evelyn Dr – Against the proposal for RV Park

Decision

The proposal for the RV Park was rejected by Tanner Newman, Director of Development Services

Next Meeting

Appeal of Mr. Newman's decision is set for September 12, 2022 at 6:00 PM in the Council Chambers at 71 East Troy St, Tupelo, MS

City of Tupelo
 Compatibility Hearing
 August 18, 2022, 6:00 PM

Project: Southern Heights RV Park and Campground

Project Proposal Summary: A construction and compatibility application have been received by the Department of Development Services for parcel 106C-13-011-00 in the City of Tupelo for the proposed development of a campground with thirty-four (34) full service hook-up RV sites, office and activities building, and in ground pool.

Department of Development Services Action Required: The parcel is located in the Medium Density Residential zoning district which designates “Campground and/or RV Park” as an Allowed Use by Compatibility. Use by Compatibility requires a public hearing and a decision by the Director of Development Services to approve, approve with conditions, deny, or table the decision for compatible use approval.

Application Number:	COMP22-12	Application Type: Compatible Use
Parcel Numbers:	106C-13-011-00	Meeting Date: August 18, 2022
Applicant:	Jeremie Richardson	Developer
Location:	N/W/S of 932 Williams Street, Tupelo; South of Theron Nichols Park in the Southern Heights Neighborhood	
Purpose:	Compatible Use Public Hearing and Review	
Present Zoning:	Medium Density Residential (MDR)	
Existing Land Use:	Vacant	
Size of Property:	10.76129 total (approximately 2/3 of the parcel will be utilized for the project and is subject to required subdivision of the parcel)	
Surrounding Land Use and Zoning:	N – City of Tupelo Public Works Tree Farm and Theron Nichols Public Park located in A/O Zone; W, E, S – single family residential in MDR zone	
Future Land Use:	Property is not located in a flood zone	
Applicable Regulations:	12.2 – Common Review Procedures; 12.12 – Compatible and Flexible Use Procedures 12.11.2.2 – Minor Site Plan	

Driving Directions: From the intersection of Cliff Gookin Drive and Lawndale Drive, proceed south on Lawndale Drive and continue south through the intersection of Lawndale Drive and Mitchell Road. Lawndale Road terminates at a two way stop with Mitchell Street. The property is accessed to the right (west) at the intersection where the access apron will align with Mitchell Street.

Special Information: The proposed development requires no tree removal of the tree buffer to the west of the property which encompasses approximately 4 acres of heavily wooded pine and hardwood between the eastern property lines of residential lots and the southern property line of Theron Nichols Park.

The southern boundary of the property is applicant owned or applicant family owned residential, single family residential with a portion front

Future Phase 2, on Parcel 106C-13-012-00 makes up the western portion of the property with 4.38396 acres of wooded buffer that will be retained. The parcel is under the same ownership as the proposed Phase 1 and is the location of proposed Phase 2 development for primitive campground and walking trails.

STAFF ANALYSIS

Development Code:

Definition of Use:

CAMPGROUND/RV PARK: Land used or intended to be used, let, or rented for occupancy by vacationing transient campers traveling by automobile or otherwise, or for occupancy by tents, or other movable or temporary sleeping quarters of any kind, together with automobile parking spaces and incidental utility structures and facilities required and provided in connection with the use. This use shall not include manufactured or mobile home sales, repair, or storage.

12.12.2 (7):

Criteria for Approval of Compatible and Flexible Use Permits. Applications for compatible or flexible use permits shall be approved only if the approving authority finds that the use as proposed or the use as proposed with conditions:

- (a) Is in harmony with the area and is not substantially injurious to the value of properties in the general vicinity;
- (b) Conforms with all special requirements applicable to the use; and
- (c) Will not adversely affect the health or safety of the public.

Pre-Development Conference: Applicant has completed a pre-development conference with the Department of Development Services (DDS), attended neighborhood meetings, and discussed his proposal with many surrounding property owners and neighborhood residents. The applicant has met with the Ward 7 Councilperson. A staff hearing has been conducted with the applicant, Director of DDS and City of Tupelo administration. All required forms and required fees have been received by DDS and public notices toward a public hearing mailed to adjacent property owners within 500 ft.

During pre-development DDS requested operations procedures and guidelines and rules that would govern the operations of the facility. These have been submitted and comments relayed to the developer for amendment. A second draft has been initiated by the developer.

Preliminary plan review by City departments has been completed and initial comments and requirements submitted to the developer. The developer has engaged a surveyor and engineer to assist with amending the site plan to accommodate the City's requirements related to utilities, street access, fire, drainage and erosion control, internal access, and security and fire access. Site plan approval is not required prior to a decision regarding allowed use.

Ownership: Parcel is owned by LOMENICK ENTERPRISES LP. A deed and ownership permission letter have been received.

Lot Development: The southeastern portion of the parcel is separated from the proposed project location by Williams Street and 931 Williams Street.

Allowable Variances and Administrative Adjustments:

None Required

Further Action: (12.17) An appeal of an administrative decision shall be taken by filing a written notice of appeal specifying the grounds for the appeal with the Director of Development Services and with the Planning Committee. An appeal of an administrative decision shall be filed with the Department of Development Services within three days of receipt of the decision.

Appeals will be considered by the City of Tupelo Planning Committee during a public hearing. Public notice of an appeal hearing will be mailed to adjacent property owners within 500 ft of the location for the proposed project.

Appeal of decision by the Planning Committee for Compatible Use may be filed with the City Council within three days of the Planning Committee decision.

If approved, the proposed project will be subject to all requirements and standards of a minor site plan:

12.11.2.2. Minor Site Plans.

- (1) *Criteria:* Projects that do not meet the criteria for basic or major site plans shall be considered minor site plans if they meet the following standards.
 - (a) Minor site plans shall request no modifications of any of the standards established in this Code other than those which may be allowed through the compatible use review process;
 - (b) They do not involve the development of any use that requires the issuance of a flexible use permit.
- (2) *Approval:* Minor site plans shall be approved by the Director of Development Services with the concurrence of any departments who would be affected by the plan, such as building, fire, and public works.

COMPATIBLE USE APPLICATION
CITY OF TUPELO

Item # 3.

Department of Development Services
PO Box 1485, Tupelo, MS 38802-1485
Phone (662) 841-6510 FAX (662) 841-6550
<http://www.tupeloms.gov/developmentservices>

COMP 22-12

As owner, agent, or attorney (indicate which) it is requested that the property located in
Tupelo, Mississippi, described as follows:

PARCEL 106C-13-011-00

be considered for a Compatible Use Permit under Section 12.12 of the Tupelo Development
Code, to allow:

Campground And RV Park

This property is zoned MDR.

Attached and made a part of the application are the following:

1. Plat of the property sought to be considered, 8 ½ x 11 inches in size, to scale, showing
dimensions thereof and width of any street contiguous thereto.
2. Application fee of \$75.00.
3. Any other information in support of your application.

I hereby certify that all of the above information is true and correct and that I have received or
retained a copy of this application. I understand that if I or my representative does not attend the
meeting, the application could be tabled or denied.

DATE 7-18-22 NAME Jeremie Richardson
(Please Print)

DAY PHONE NUMBER 662 871 7337

Signature



Mailing Address 932 William St, Tupelo, MS 38801

Email Address vegasigns@gmail.com

NOTES: Southern Heights RV LLC

In support of the application you must show in detail that the proposed use:

- (a) Is in harmony with the area and is not substantially injurious to the value of properties in the general vicinity;
 - (b) Conforms with all special requirements applicable to the use;
 - (c) Will not adversely affect the health or safety of the public; and
4. Submit an application and the meeting will be scheduled to the convenience of the applicant and to meet the legal requirements of the mailing of Public Hearing Notices. Usually to be scheduled with 21 days of application submittal. Public Hearing Notices must be mailed at least seven days prior to meeting date.
5. Applicant must present the case at the meeting which is held in the Department of Development Services on the third floor of 71 East Troy Street.
6. **MEETING DATE** 8/18/22 6:00pm Thursday
(TO BE COMPLETED BY PERSON ACCEPTING THE APPLICATION.)

SITE INFORMATION FOR PROPOSED PROJECT

SOUTH PARK RV RESORT

LOCATION:
WEST END OF MITCHELL ST
SOUTH OF CITY TREE FARM

PARCELS: PART OF
106C1301100
NEW PARCEL NUMBER
REQUIRED

OWNER:
SOMNUEK
POOMIWATACANONT
DEED 2021015131

ZONING: MUR

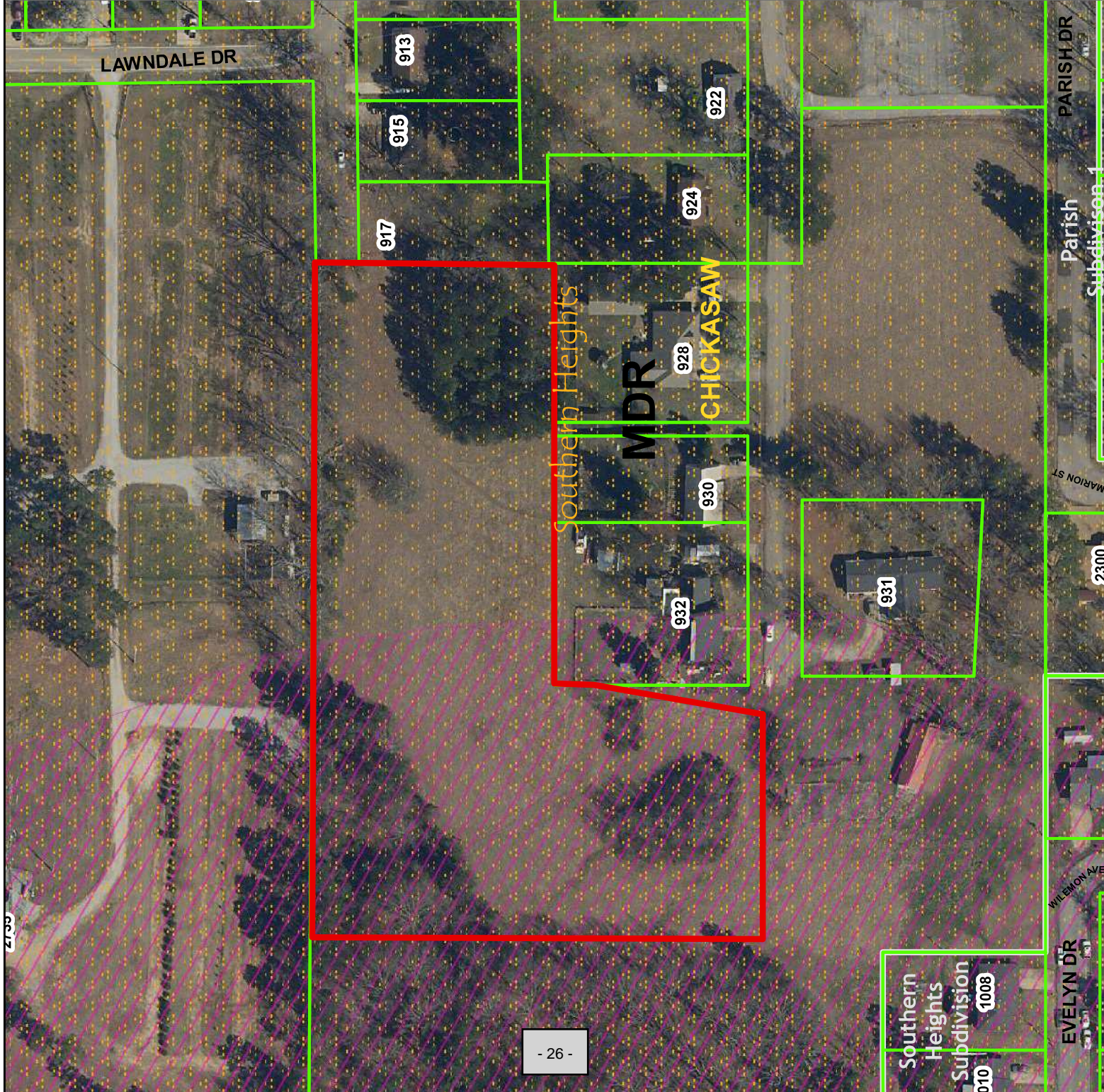
FLOODZONE: N/A

HISTORIC DISTRICT: N/A

CHICKASAW REVIEW: YES

SUSPECT SOILS: YES

WARD: 7



Age Group	Number of People
0-10	100
11-20	80
21-30	60
31-40	40
41-50	20
51-60	10
61-70	5
71-80	2
81-90	1
91-100	0



N 00°51'55" E
36.18'

N 08°41'26" E 137.70'

S 89°51'52" E 205.30'

- 28 -

BOUNDARY AS SHOWN
IS SUBJECT TO CHANGE

PRELIMINARY PLAT SHOWING
PROPOSED SOUTH PARK
RV RESORT

N.E. COR. N.W. 1/4,
SEC. 13, T-10-S, R-5-E
CITY OF TUPELO
LEE COUNTY, MS

OFFICE AND
ACTIVITIES
BUILDING

CONCRETE
LOUNGING
AREA

POOL

PODOL

PACKING

20

10

5

JMPST

10

1

1

Cabin design proposals for short term rental 30 days or less



Treehouse



Park Models



Cabin Rentals

Roadway Asphalt with concrete slab for parking



Office and Activies center

Item # 3.



Campground and/or RV park

Site Plan

- Lot size and dimensions 30x60'
- Setbacks
- Right of way and easements
- Permanent structures
 - o Square feet 6,000' sq
 - o Structure type and materials used metal building
 - o Exterior finish materials stone.
 - o Structure height 20'
 - o Foundation type and slab height Concrete , city code
- Primitive site locations will be in wooded area no closer than 20' from any privacy fence
- Hookup/RV pad sites 34 total
- Fire ring locations limited to approved camping areas
- Water access points (less than 25 ft from fire rings required)
- Parking pad locations and materials used concrete
- Entry and exit route with Fire required dimensions for access and turn radius
- Security gate location securing entrance to swimming pool
- Dumpster location near entrance on north side enclosed with wood fencing
- waste disposal near dumpster and also located on each pad
- On-site recreational areas will be near office
- Security measures 24 hour staff on site. Security cameras at each entrance and roadway
- Landscaping and buffering natural wooded areas and privacy fencing near residential .
- Informational signage throughout park, signage will be placed with regulations and rules
- throughout areas of park
 - Existing utilities
 - Individually metered sites marked
 - Utilities plan with proposed hook up locations to existing utilities
 - electric will be underground and near entrance from current nearest city pole
 - extinguishers will be placed in locations near street lighting
 - Restroom facilities will be housed inside office structure along with Shower facilities, laundry

Stay Extensions: Unscheduled extensions to your stay often require a site change and will be subject to availability.

Quiet Hours: Quiet Hours are After 10:00 PM. No running of generators at any time.

CANCELLATION POLICY: We have one of the friendliest cancellation policies in our industry. As with any business, cancellations are unfortunate for the guest as well as the resort, there is a \$25 fee if cancelled with 14 days of your arrival date.

You hereby agree to comply with the Rules and Regulations. If you fail or refuse to comply with any of the Rules and Regulations, you will be in breach of the Agreement, in which case Southern Heights RV, LLC will have the right to all legal remedies set forth in the Agreement, the Rules and Regulations, and applicable Mississippi statutes and regulations, including, but not limited to, your eviction from the Park.

Therefore, Southern Heights RV, LLC shall be entitled to damages, including attorneys' fees and costs incurred in enforcing the Agreement and the Rules and Regulations.

SITE MAINTENANCE: Keep your site neat and free of litter including cigarettes. There are trash cans throughout the resort for your convenience. We provide a daily trash pickup starting at 8 a.m. Mon-Fri. Trash bags must be sturdy and tied. Do not place mats on the grass in your site. For safety reasons, clothes lines are not allowed in this location. Do not hang towels, clothing, linens or other articles from trees or fences. Tents, screen rooms or any other structures not permanently attached to an RV are not allowed in this park. *Mowing is Tuesday, weather permitting* Please remove items on the lawn for this day.

GRILL USE: There are grills for use by our guests. Please keep the area clean and remove all items when finished. Protective mats - Please always use a protective mat under any grill/cooking appliance set on our picnic tables.

FOOD: You are visiting the country. Please keep all food and coolers inside. Storing grills inside is also recommended.

CAMPFIRES: Open fires are permitted in our designated campfire areas only. No open fires are permitted in any RV site unless you are staying in one of the "luxury" sites where you have a private campfire area.

PET POLICY: Pets are welcome in RV sites. To continue welcoming pets, we enforce a pet policy. A responsible owner and well-behaved pet will find these to be basic requests. All dogs should be leashed when not in the Dog Park.

- Pets are limited to 2 per RV Site.
- Pets may not be kept in autos, trailers, or fencing outside an RV. Pets may be tied outside an RV if a guest is outside with them.
- A fenced dog walk area is provided for walking your pet on grass. Water is also provided for your pets in the dog walking area. Please pick up after your pet in all areas.
- Quiet, well behaved pets only please. If your pet is excessively noisy, please do not leave them unattended. If your pet disturbs or threatens another guest or employee of the RV Park, the pet will be asked to leave.

WIFI: Complimentary Wi-Fi access is provided. Wi-Fi speed is impacted by usage which is high between 5:00 PM and 12:00 PM. We do not guarantee Wi-Fi, while every effort has been made to provide Wi-Fi to every guest. Our system is designed to support email, messaging, and similar communication activities.

We require all Vendors to have General Liability Insurance to do work on site here at Southern Heights RV. They are also required to provide a Certificate to be put on file in the General Store. We have a list of approved Vendors as well as a list of all Vendors in the north mississippi area. We want you, as our guest, to be able to contact any of the Vendors for your repair needs, however, any Vendor not on our approved list will require you to take your coach off-site for the work to be completed. This requirement is to protect all parties in the case of unforeseen accidents. If a Vendor is on site who is not on our approved list will be asked to leave.

AMENITIES

-Putting Green

•Pickle ball courts

•Fenced Dog Park

•General Store on site

•Horseshoes and corn hole

•Monthly Socials

•Water

•Electric 50 AMP - 30 AMP Available with purchase of adapter sold in General Store.

•Sewer

•WIFI: password to be provided

THE RESORT IS MONITORED 24 HOURS A DAY, SEVEN DAYS A WEEK BY A VARIETY OF SECURITY CAMERAS

Southern Heights

RV, LLC will not be responsible for fire, accidents, or loss of personal property/valuables of any kind. Guests accept lodging and site rental privileges with the understanding they are responsible for their safety and their children's safety. Southern Heights

RV, LLC is not responsible for water spots on any RV's from sprinklers, etc. We are not responsible for power surges; we do have protectors in the General Store if you need them.

4.8. Medium Density Residential District (MDR).

4.8.1. Purpose and Intent.

The objective of the Medium Density Residential District (MDR) is primarily to provide a variety of single-family dwellings and other residential uses. The district includes existing dense neighborhoods prime for infill and redevelopment as well as land located close to mixed use activity centers. New residential neighborhoods will be walkable and should be accessible via local streets to parks, open space, schools and civic activities. The development standards in the MDR District ensure that new development in this district is appropriately scaled to transition between low-density housing and denser commercial areas. New development should be designed so that its form, height, and proportion are compatible with existing adjacent development.

4.8.2. Development Emphasis.

The standards in this district shall ensure that there are attractive development and redevelopment opportunities for new housing near the center of Tupelo. Standards shall be designed to offer more housing types that are designed to keep neighborhoods and property values stable; to improve walkability and connectivity of residential areas; and to provide a transition between low density residential areas and mixed use areas.

4.8.3. Flexibility Options.

Compatibility with existing development will be the top priority in MDR. Other standards include setbacks, lot dimensions, and lot coverage. At points of transition between different types of development or land uses, dimensions and density may increase or decrease to allow buildings to buffer between higher and lower intensity uses or structures. Pedestrian and/or bike connectivity may substitute for street connectivity.

4.8.4. Development Standards.

Medium-Density Residential District (MDR)	
Minimum/Maximum Lot Size*	4,000 sq. ft. min. for traditional housing; 6,000 sq. ft. min/14,520 sq. ft. max for residential; 6,000 sq. ft. min/1 acre max for non-residential
Minimum/Maximum Width*	50 ft. min/90 ft. max for residential; 50 ft min for non-residential
Minimum/Maximum Front Setback**	10 ft. min/30 ft. max for residential; 10 ft. min/50 ft. max for non-residential
Minimum/Maximum Side Setback***	5 ft. minimum/40 ft. maximum
Minimum/Maximum Rear Setback	10 ft. minimum/no maximum
Maximum Height****	2 stories
Minimum/Maximum density	3-7 dwelling units/acre

Open Space Amenity	10%
--------------------	-----

* Existing parcels of land are exempt from minimum and maximum lot size and width requirements. A property owner will not be required to subdivide an existing parcel to conform to any minimum requirements.

** Traditional housing developments must build to a maximum ten foot front setback.

*** Residential units such as townhouses may be attached with a zero foot setback. A five foot minimum setback shall be required on all other development.

***** Existing parcels of land are exempt from minimum density requirements.

4.8.5. Uses.

4.8.5.1. Uses by Right - MDR.

- (1) Detached Dwellings
- (2) Patio Home/Zero-Lot-Line Home
- (3) Townhouse
- (4) Bed and Breakfast
- (5) Day Care Home, Small
- (6) Home Occupation
- (7) Park and/or Open Space
- (8) Public Safety Station
- (9) Satellite Dish Antennae
- (10) Swimming Pool

4.8.5.2. Uses by Compatibility - MDR.

- (1) Accessory Dwelling Unit
- (2) Campground and/or RV Park
- (3) Congregate Living 1*
- (4) Day Care Home, Large
- (5) Duplex Dwelling
- (6) Educational Facility, K-12
- (7) Golf Course and/or Country Club
- (8) Library
- (9) Museum
- (10) Place of Assembly and/or Worship
- (11) Recreational Facility, Outdoor
- (12) Utility, Minor

4.8.5.3. Uses by Flexibility - MDR.

- (1) Duplex Dwelling
- (2) Cemetery
- (3) Crematory
- (4) Dog Kennel
- (5) Funeral Home
- (6) Home Business

* Congregate Living structures or facilities of any classification may not be located less than 2,500 feet from an existing use of the same classification.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

SUBJECT: IN THE MATTER OF APPEALS HEARING FOR JEREMIE RICHARDSON
OF SOUTHERN HEIGHTS RV, LLC TN

Request:

See the attached request by Jeremie Richardson of Southern Heights RV, LLC for an Appeals Hearing concerning the decision by Development Services Director Tanner Newman, and subsequently the Tupelo Planning Committee, to deny Application COMP22-12 (Southern Heights RV Park).

Hearing Procedures:

Per Ch. 2 of the Tupelo Code of Ordinances, Appeals Hearings shall be limited to ten (10) minutes unless additional time is granted by the City Council. The appellant may submit written testimony, evidence and exhibits for consideration. Per Section 12.3.5. of the City of Tupelo Development Code, a required Public Hearing is scheduled to precede the Appeals Hearing.

Tanner Newman

From: Jeremie Richardson <vegasigns@gmail.com>
Sent: Friday, October 7, 2022 10:52 AM
To: Jenny Savely
Subject: Appeal letter

Please find my written appeal:

To Whom It May Concern,

Please be advised this letter is to serve as a formal written appeal in response to your last correspondence regarding application COMP22-12 dated October 5, 2022. Said correspondence cites City of Tupelo Development Code Section 12.12.2(7) denying approval based on inaccurate facts and assumptions. The City of Tupelo Planning committees has not recognized the members in the community in question who are in agreement as they have signed a formal petition previously provided. To state that the community as a whole is not compatible with COMP22-12.

Further, the correspondence dated October 5, 2022 states that the decision was based on lack of compliance with city code Section 12.12.2(7), however the verbiage stated does not outline requirements, butmore so boundaries. With said verbiage being ambiguous our ability to provide direct compliance is not possible. Given stipulations I am prepared to comply and present said plan..

Per the city code Section 12.12.2(7) the harmony within the community will not be disturbed, the property values will not be affected.

Thank you
Jeremie richardson
Southern heights RV, LLC

Sent from my iPhone

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. City Of Tupelo Technology Services ***



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

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

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

Request:
REMAIN ON TABLE.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE October 25, 2022

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

Request:

FOR YOUR APPROVAL.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

OCTOBER 18, 2022

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, October 18, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Lynn Bryan gave the invocation and Council Member Nettie Davis introduced Ms. Jennifer Lindsay, who led the pledge of allegiance. Council President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Beard moved, seconded by Council Member Palmer, to approve the agenda and agenda order, with the following changes:

Delete # 18 (This item was addressed on the September 20, 2022 Agenda.)

IN THE MATTER OF RATIFICATION OF CONTRACT FOR PROFESSIONAL SERVICES OF
ENDVILLE ROAD SAFETY IMPROVEMENTS PROJECT NO. DC NO. 2226-01

Add Item #7.5

IN THE MATTER OF MDOT MATCHING GRANT FOR TUPELO AIRPORT AUTHORITY # AIP
3-28-0070-052-2022

Add Item #24

IN THE MATTER OF APPROVAL OF SUBMISSION OF GRANT APPLICATION FOR PROJECT
SAFE NEIGHBORHOODS FUNDING

Add Item # 25

IN THE MATTER OF APPROVAL OF CHANGE ORDER # 2 & FINAL SUMMARY FOR
JACKSON STREET IMPROVEMENTS CLAYTON TO MADISON

The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

IN THE MATTER OF SUSPENSION OF RULES AND ALLOWING A CITIZEN TO SPEAK

Council Member Davis moved, seconded by Council Member Beard, to suspend the rules and allow Jennifer Lindsay, representative of Nu Sigma Omega Chapter of Alpha Kappa Alpha Sorority, to speak. The vote was unanimous in favor.

Ms. Jennifer Lindsay was recognized to address the Council on behalf of Alpha Kappa Alpha.

IN THE MATTER OF PRESENTATION OF CHIEF'S AWARD TO NADIA DILWORTH

Police Chief John Quaka recognized Ms. Nadia Dilworth for her effort in going above and beyond her duty to help a small child in trouble.

COUNCIL REMARKS

Council Member Davis thanked all those who participated in Safe in Blue, the Chili Fest and the Down On Main activities last weekend. She said that all the events were very successful. She also said that the NAACP banquet was a sell out.

Council Member Jones thanked Council Member Nettie Davis in being instrumental in starting the local chapter of AKA. She also thanked Marcus Gary and Sabrina Bowdry for helping with the Savin' Our Youth festival.

Council Member Bryan told everyone about the ribbon cutting, earlier today, for the Keep Tupelo Beautiful van.

MAYOR'S REMARKS

Mayor Todd Jordan reminded everyone that 'Pigskins in the Park' is coming up this weekend and the weather should be great. He welcomed the local chapter of AKA to the meeting.

PUBLIC AGENDA

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak at the public hearing for the following properties on the final lot mowing list:

<u>PARCEL</u>	<u>LOCATION</u>
089K3107300	464 N BROADWAY ST
077G2520001	701 GEORGE AVE
077G2520002	703 GEORGE AVE
077G2520003	705 GEORGE AVE
087S2603706	1295 N EASON BLVD SUITE A-C
112C0305200	S EASON BLVD
077G2520004	707 GEORGE AVE
077G2520005	709 GEORGE AVE
077C2501600	1507 TRACE AVE
089B3004000	1259 N GREEN ST
089B3003900	1261 N GREEN ST

ACTION AGENDA

IN THE MATTER OF APPROVAL OF AN ORDINANCE TO AMEND THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI ADDING APPENDIX “A” WHICH SHALL CONTAIN VARIOUS DESIGN STANDARDS, GUIDELINES AND SPECIFICATIONS REFERENCED THEREIN (TA-3.26)

Council Member Palmer moved, seconded by Council Member Beard, to remove this item from the table. The vote was unanimous in favor.

Council Member Beard moved, seconded by Council Member Gaston, to approve 'AN ORDINANCE TO AMEND THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI ADDING APPENDIX “A” WHICH SHALL CONTAIN VARIOUS DESIGN STANDARDS, GUIDELINES AND SPECIFICATIONS REFERENCED THEREIN (TA-3.26)'. The vote was unanimous in favor. APPENDIX A

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

This item was left on the table.

ROUTINE AGENDA

IN THE MATTER OF APPROVAL OF MINUTES OF OCTOBER 4, 2022

Council Member Davis moved, seconded by Council Member Beard, to approve the minutes of the Regular City Council meeting held on October 4, 2022. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF MDOT MATCHING GRANT FOR TUPELO AIRPORT AUTHORITY # AIP 3-28-0070-052-2022

Council Member Palmer moved, seconded by Council Member Davis, to approve the MDOT matching grant for the Tupelo Airport Authority. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF THE ELECTRIC FUND AUDIT FOR FY 2022

Council Member Mims moved, seconded by Council Member Gaston, to approve the Financial Report for the City of Tupelo Electric Department ending June 30, 2022. During the agenda review meeting Michael Little, representing The Jerrell Group, reviewed this report with no instances of noncompliance with governmental accounting standards. The vote was unanimous in favor. A copy of this financial report is attached to these minutes as APPENDIX D.

IN THE MATTER OF APPROVAL OF PROPERTIES FOR LOT MOWING

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

IN THE MATTER OF AGREEMENT BETWEEN DRUG ENFORCEMENT ADMINISTRATION AND TUPELO POLICE DEPARTMENT

Council Member Davis moved, seconded by Council Member Gaston, to approve the agreement between the Drug Enforcement Administration and the Tupelo Police Department. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF PROPOSAL FROM McCARTY ARCHITECTS

Council Member Beard moved, seconded by Council Member Palmer, to approve the proposal submitted by McCarty Architects for professional services for a master plan to include a vehicle garage for motorcycle patrol units, bomb squad and other rapid response vehicles. It would also include planning for a new barracks with chow hall, bathroom and dayroom to be located at the Tupelo Police Academy. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF AGREEMENT BETWEEN CARFAX AND TUPELO POLICE DEPARTMENT

Police Chief John Quaka requested that the Council approve an agreement between Carfax and the Tupelo Police Department. Council Member Beard moved, seconded by Council Member Palmer, to approve the agreement. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF AWARDING BID #2022-034PD - EOD ROBOT

The City accepted bids for Bid # 2022-034PD - EOD Robot. One bid was received from ICOR Technology, Inc. in the amount of \$104,040.00. Council Member Palmer moved, seconded by Council Member Davis, to find the single bid commercially reasonable and award the bid to ICOR Technology, Inc. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF LEAVE DONATION REQUEST FOR FIRE DEPARTMENT EMPLOYEE

Council Member Beard moved, seconded by Council Member Mims, to approve the donation of sick time for Fire Department employee Anthony Mallard, as allowed by the employee handbook. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF FIRE STATION #2 SURPLUS ITEMS

Fire Chief Kelly Elliott requested that items, no longer needed by the City of Tupelo, be declared as surplus and removed from the City's asset list with the disposition of each as listed. Council Member

Davis moved, seconded by Council Member Gaston to approve the request to surplus the items and to dispose of as listed in APPENDIX K. The vote was unanimous in favor.

IN THE MATTER OF AN ORDER DECLARING AS SURPLUS THE REAL PROPERTY AND STRUCTURE(S) LOCATED NEAR THE INTERSECTION OF MAIN STREET AND RANKIN BOULEVARD, FORMERLY KNOWN AS FIRE STATION #2 AND TO AUTHORIZE THE DEMOLITION OF THE SURPLUSSED STRUCTURE

Council Member Palmer moved, seconded by Council Member Jones, to approve the surplus of Fire Station #2, located near the intersection of Main Street and Rankin Boulevard, and to authorize the demolition of the surplused structure. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF BID REJECTION OF REROOFING THE POLICE ATHLETIC LEAGUE BUILDING BID NO. 2022-033WL

Bids were received for Bid # 2022-033WL - Reroofing the Police Athletic League Building. All bids received were over the budgeted amount allowed by the City. Council Member Mims moved, seconded by Council Member Palmer, to reject the bids for the reroofing of the Police Athletic League building. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF BID FOR HANK AND HELEN BOERNER SKATE PARK RENOVATIONS AND IMPROVEMENTS BID #2022-035PR

Bids were received by the City of Tupelo for Bid # 2022-035PR - Hank and Helen Boerner Skate Park Renovations and Improvements. Park and Recreation Department Director, Alex Farned, requested that the Council award the bid to the lowest and best bid of Grindline Skateparks, Inc., in the amount of \$572,000.00. Council Member Mims moved, seconded by Council Member Gaston, to award the bid, as requested. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF REQUEST FOR APPROVAL OF TUPELO WATER & LIGHT SURPLUS ITEM

TWL Director Johnny Timmons requested that an item, no longer needed by the City of Tupelo, be surplused and removed from the asset list of Tupelo Water & Light, and to sell the item by sealed bid.

2013 Skid Steer Loader (S/N 230801514)

Council Member Beard moved, seconded by Council Member Palmer, to surplus the skid steer loader and to sell with a sealed bid process. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF FINAL RESOLUTION OF AD VALOREM TAX EXEMPTION FOR HAWKEYE INDUSTRIES, INC.

Council Member Gaston moved, seconded by Council Member Mims, to approve this final resolution to grant a ten-year ad valorem tax exemption to Hawkeye Industries, Inc. The vote was unanimous in

favor. APPENDIX P

IN THE MATTER OF AN ORDER DECLARING AS SURPLUS .107 ACRES OF REAL PROPERTY LOCATED AT 322 WEST MAIN STREET, NEAR THE INTERSECTION OF MAIN STREET AND GREEN STREET, AND TO AUTHORIZE THE SALE OF SAID PROPERTY TO BOSTICK NORTH MISSISSIPPI RENTALS, LLC.

Council Member Palmer moved, seconded by Council Member Beard, to approve 'AN ORDER DECLARING AS SURPLUS .107 ACRES OF REAL PROPERTY LOCATED AT 322 WEST MAIN STREET, NEAR THE INTERSECTION OF MAIN STREET AND GREEN STREET, AND TO AUTHORIZE THE SALE OF SAID PROPERTY TO BOSTICK NORTH MISSISSIPPI RENTALS, LLC.'. The vote was unanimous in favor and the order is attached to these minutes as APPENDIX Q.

IN THE MATTER OF APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.

Council Member Palmer moved, seconded by Council Member Beard, to approve the Memorandum of Understanding (MOU) with Northeast Mississippi Community Services, Inc. for transit services in the amount of \$144,900. This MOU will serve from October 1, 2022 through September 30, 2023. The vote was unanimous in favor and a copy of the MOU is attached to these minutes as Appendix R.

IN THE MATTER OF APPROVAL OF SUBMISSION OF GRANT APPLICATION FOR PROJECT SAFE NEIGHBORHOODS FUNDING

Grant Writer Abby Christian asked for Council approval to submit a grant application for Project Safe Neighborhoods (PSN). If the grant is awarded, it will be used to purchase cameras to deter, monitor and prosecute violent gang and gun crime. The grant is for approximately \$33,000 and there is no match. Council Member Beard moved, seconded by Council Member Jones, to approve the submission of the PSN grant. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF CHANGE ORDER #2 AND FINAL SUMMARY FOR JACKSON STREET IMPRVEMENTS - CLAYTON TO MADISON

Council Member Beard moved, seconded by Council Member Davis, to approve the change order #2 and final summary for the Jackson Street Improvements Clayton to Madison project in the amount of an increase of \$42,482.49. The vote was unanimous in favor. APPENDIX T

ADJOURNMENT

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

This the 18th day of October, 2022 at 6:43 p.m.

Lynn Bryan, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO/City Clerk
DATE October 25, 2022
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

FOR YOUR APPROVAL.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE November 1, 2022

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

Request:

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

ITEMS:

PPI	\$1,700.00	Parks & Rec Leisure Service Guides
PPI	\$1,690.00	Aquatic Center Splash Brochures



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE October 27, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF CHANGE ORDER NO. 1 FOR GUN CLUB
ROAD IMPROVEMENTS **DRB**

Request: DRB

See Engineer's note explaining justification on the Change Order paperwork.

GUN CLUB ROAD IMPROVEMENTS CITY OF TUPELO, MISSISSIPPI

CHANGE ORDER

Order No.: 1

Date: October 26, 2022

Agreement Date: January 28, 2022

Project: **GUN CLUB ROAD IMPROVEMENTS**

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

Pay Item	Original Quantity	Revised Quantity	Unit Price	Revised Price	Total Change
24 – Granular Material, Clay Gravel	1,012 CY	116 CY	\$45.00		- \$40,320.00
25 – Hot Mix Asphalt, MT 12.5-MM	1,147 Tons	887 Tons	\$108.50	\$155.50	+ \$13,479.00
26 – Hot Mix Asphalt, MT 19-MM	1,095 Tons	1,055 Tons	\$105.50	\$136.00	+ \$27,957.50
27 – CI B Concrete, Min Structures	24 CY	1 CY	\$1800.00		- \$41,400.00
28 – Reinforcing Steel	2,137 LB	0 LB	\$6.75		- \$14,424.75
29 – 15" Reinforced Conc. Pipe	522 LF	1,103 LF	\$35.00		+ \$20,335.00
31 – 18" Reinforced Conc. Pipe	49 LF	131 LF	\$42.00		+ \$3,444.00
36 – Castings	976 LB	0 LB	\$3.56		- \$3,474.56
37 – Gratings	800 LB	0 LB	\$6.00		- \$4,800.00
38 – Combination Curb & Gutter	1,895 LF	5,270 LF	\$25.00		+ \$95,625.00
Add the following Pay Items					
66 – Pre-cast Inlets	0 EA	15 EA	\$4,175.00		+ \$62,625.00
			Total Addition		+ \$119,046.19

Justification:

Due to a dispute with a property owner who claimed to own portions of the existing roadway, work on the project was halted for several months during which time a resolution with property owner was attempted by the City. After failure to reach an agreement between the City and the property owner, a large section of the roadway had to be re-designed to shift the alignment away from the disputed section of roadway. Additional curb and storm drains are required to accommodate this shift in alignment. The decision was made by the administration to curb and gutter the remaining sections of roadway in order to provide continuity throughout the project. During the extended period that the contractor was shut down on the project, the asphalt suppliers raised material prices a significant amount making their original bid price unusable. Adjustment has been made on this change order to reflect the additional material costs.

ORIGINAL CONTRACT PRICE \$1,131,541.31

CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER: \$1,131,541.31

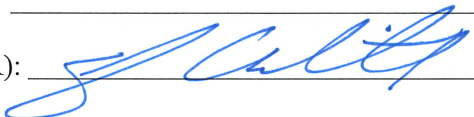
The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$119,046.19

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,250,587.50

The CONTRACT TIME will be increased by 180 calendar days.

Approvals required:

Requested by (OWNER): _____

Recommended by (ENGINEER): 

Accepted by (CONTRACTOR): _____



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR
UNPAID DEMOLITION INVOICE TN

Request:

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

3424 Walsh Rd. (PARCEL: 075S-16-001-02)

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 32250

JIMMIE WILLIAMS ESTATE

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to JIMMIE WILLIAMS ESTATE (Owner of the property described herein below) to determine whether or not said real property was in such a state of dilapidation as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: JIMMIE WILLIAMS ESTATE
Address of Owner: PO BOX 184, BELDEN, MS. 38826
Parcel Number: 075S-16-001-02
Address of Violation: 3424 WALSH RD., BELDEN, MS. 38826

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **08/16/2022** following which the property referenced above was adjudicated to be a menace to the public health and safety, and demolition was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **11/01/2022**, adjudicated the actual cost of demolition to be **\$8600.00**. The City of Tupelo, by and through its council, for a total assessment against the property of **\$8600.00**. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk.

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

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

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

Request:

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

Preliminary Lot Mowing Report for 11/1/2022

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43422	106D1301802	3042 S GREEN ST	BUCKINGHAM LAMON T	3042 S GREEN ST	TUPELO, MS 38801	RS
2.	43424	106C1307700	1766 ROLLINGWOOD DR	TUCKER LEUNDRA & DAMITA	106 CR RD 1046	TUPELO, MS 38801	RS
3.	43428	089K3102100	468 N CHURCH ST	DILLWORTH DE LOIS	468 NORTH CHURCH STREET	TUPELO, MS 38804	SB
4.	43446	077G2518702	1306-A LEONARD DR	VERNER PATRICK	1307 LAMBARD DR	TUPELO, MS 38801	DS
5.	43447	077G2518803	1297 LEONARD DR	OWENS WILLIAM E	2425 PROPERT ST	CORINTH, MS 38834	DS
6.	43448	089F3030600	222 W BARNES ST	MOSBY TERESA R	303 E JACKSON ST	TUPELO, MS 38804	SB
7.	43453	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
8.	43454	101B0224700	2317 ENGLEWOOD DR	JOHNSON OLLIE M	2317 ENGLEWOOD DR	TUPELO, MS 38801	RS
9.	43455	101B0221900	2306 ENGLEWOOD DR	GARMON DANIELLE S	2306 ENGLEWOOD DR	TUPELO, MS 38801	RS
10	43456	112B0404000	1316 BAKER ST	KELLY WOODROW WILSON JR & JANI	1316 BAKER ST	TUPELO, MS 38804	RS
11	43459	078H2717200	909 POPLARVILLE ST	24 WEST PROPERTIES LLC	930 COMMONWEALTH BLVD	TUPELO, MS 38804	DS
12	43464	101H0115002	823 SHUMACOLA TRL	MAH JEANINE E	3408 DELL GLADE DRIVE	MEMPHIS, TN 38111	SB

Preliminary Lot Mowing Report for 11/1/2022

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	43466	089P3124600	518 S BROADWAY ST	BROWNING JOHN R & CANDACE	2521 GREENRIDGE DR	BELDEN, MS 38826	DS
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: Nov. 1, 2022

SUBJECT: IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE
MINUTES OF OCTOBER, 3 2022 TN

Request:

Review/Accept Planning Committee minutes of October 3, 2022.

The Tupelo Planning Committee took the following action:

- **Appeal Hearing for COMP22-12** – Following a lengthy Public Hearing, the Tupelo Planning Committee unanimously upheld the Department of Development Services' denial of Application COMP22-12, a Compatible Use request to allow the development of a RV Park/Campground in the Southern Heights Neighborhood.

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
OCTOBER REGULAR MEETING
Monday, October 3, 2022
6:00 PM Council Chambers**

CALL TO ORDER

Chair Pam Hadley called the meeting to order. Committee members Scott Davis, Patti Thompson, Leslie Mart, Chair Pam Hadley, Mark Williams and Bentley Nolan and Lindsey Leake were present. Gus Hildenbrand was absent. Staff members present included Director of Development Services Tanner Newman, City Planner Jenny Savely, and Zoning Administrator Russ Wilson. Chair Hadley asked Lindsey Leake to open with a prayer and Patti Thompson to lead the pledge. Chair Hadley then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

REVIEW OF MINUTES

Scott Davis made a motion to approve the minutes of the September 12, 2022 Planning Committee Meeting. Seconded by Mark Williams and passed unanimously. Hadley then opened the regular session section of the meeting.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely reported that the City Council had accepted last month's minutes, but TA22-02 remains in legal review. Additionally the Rezoning RZ22-03 and Text Amendments TA22-03 for the Mixed Use Downtown Zoning District and the Downtown Overlay will be voted on at tomorrow (10/4) night's City Council meeting.

Old Business - None

NEW BUSINESS

COMP22-12 Compatible Use Appeal Hearing – RV Park Campground in Southern Heights Neighborhood that had been postponed from the September 12th meeting until the October 3, 2022 Planning Committee Meeting at the request of the applicant and his legal counsel.

City Planner Savely gave the staff analysis for this proposal. An RV Park Campground is a Use by Compatibility in the MDR Zoning District and was denied at an August 18th, 2022 compatibility hearing due to not being in compliance with the criteria required in Section 12.2.2 of the Development Code. This denial has been appealed to the Planning Committee with an action requested to either uphold the decision to deny, or to approve the applicant's appeal to allow the proposed project to go forward. Hadley asked the applicant to come forward to explain their proposed activity.

Jeremie Richardson, 932 Williams Street, came forward and passed out some materials. He said they were proposing an RV park with 32 slips for an "RV Resort". There is only one other RV Park in Tupelo, The Campgrounds at Barnes Crossing (CBC) which was established in 2004. It is north of town and used for comparison. CBS is located adjacent to The Pines apartments which has over 200 units put in in 2009. There are 136 units at Trace Ridge put in in 1995, so having an RV Park near residents, when asking them, they haven't had any violence, no issues from the RV goers to the apartment residents. We'd like to do a presentation video now showing the way of life living in Tupelo. It has changed in 50 years. There are people who

have RVs, that's their way of life, they like to vacation, they travel, they carry their kids, they home between the internet and technology, it's allowed for parents to have more time with their children, this is just a different way of life, and I'd just like to ask that if you haven't looked up an RV Resort on line, this is going to give you a little bit of an idea of what those consist of. There's also some pictures outside on the table of some of the images you may see here, plus some files of some people that live in an RV, they travel and they tell their story. These are the same type of residents we would have at this RV Resort, which would have a two-week maximum stay. I believe there has been some confusion on the parcel that was proposed. Part of that parcel is where we are proposing to do eight family homes on a two acre parcel there by Parish Street. It was shown up on the map that was sent out, there was some confusion that there's going to be an RV Park in someone's front yard, and that's quite the contrary, this would adjoin my property, this would be in my backyard, adjoins Theron Nichols Park, the City Tree Farm on the North Side. There's about 18-20 homes that adjoin our property, possibly impacted by the RV Park. On the south side there's a hill almost as large as a telephone pole, so no one driving by would see any of the RVs. So if we can start the presentation please.

(Video Presentation Plays)

(Richardson continued his presentation after completion of the video) One of the things not mentioned is the fact we'll have check in reservations online, cameras and 24-hour security on premises. That's one thing that the other RV Park had mentioned to me was that they actually have a police officer that stays there which possibly helps cut down on crime, but anyway in five years, they haven't had any crimes. Thank you for your time and I'll be happy to answer any questions.

Hadley then opened the floor for public comments, giving speakers a three minute time limit.

Speakers Included:

Victoria Ashby, 1011 Evelyn Drive	Against the location of an RV Park in her Southern Heights neighborhood citing a lack of demand at nearby RV capable facilities
Laverne Agnew, 3289-B S Green Street	Against the location due to concern for her teenage grandchildren
Margaret Gann, 925 Parish Street	Against the location. After working at Natchez Trace Parkway headquarters for many years, familiar with RV travelers and thinks that a residential neighborhood is not what they are looking for, too close to a school and the roads can't handle larger vehicles
Stephanie Stanfield, 1020 Evelyn Drive	Against the RV Park. Mother of 5, worried about its impact on school traffic, walking path cut-off by the proposed facility, which would not be secure
Evan Walton, 1016 Evelyn Drive	Against the project. Statistically, crime can't help but increase. Doesn't want strangers in his backyard. Residential area is not the place for an RV Park
Charles Moore, President of SHNA	Against this as not in harmony with the community. Not a good comparison with the Campgrounds at Barnes Crossing with their traffic off the Trace
Gwendolyn Ewing, 1017 Terry Road	Votes "NO" for the RV Park
Rosie Jones, 1119 Evelyn Drive	Also against this due to proximity to school. Worried about safety of kids in the neighborhood
Janie Clanton, 2841 Jim Street	Against the RV Park due to the uncertainty of strangers.
Mary Bradley, 2984 Jim Street	I vote "NO" on the RV Park.
Kentrell Boyd, 3804 S Green	Business Owner – as a former law enforcement officer, supports the project since there is plenty of security to address the fears of fellow residents, with online registrations, and 24 hour security.
Sherry Thompson Gill, Mitchell Road	This proposed project will entirely change this area where children will not be safe and votes "NO" to this project.
Randy Little, 2301 Wilemon	After 52 years of truck driving experience, he thinks folks are wrong about RVers. He has no problem at all with the proposed project.

Earline Pulliam, 3338 Shonda Circle

Strongly objects to this idea due to it being a residential neighborhood, reduced property values, more crime, strangers present, safety of children, the elderly and the unknown of who is there, street capacity and maintenance.

Andrea Herrington, 1417 Baker Street

For the project. The security features will prevent problems and enhance the safety of the neighborhood, plus the tax revenue will help build the area. Access control will keep it safe and secure.

Tommy Copeland, 3222 Shonda Circle

34 year resident of this neighborhood, against this project in a residential neighborhood. There is plenty of land elsewhere more appropriate.

Zeno Pulliam, 3338 Shonda Circle

Against this RV Park in a quiet residential area. I vote NO

Gracie Kohlheim, 2866 Jim Street

On behalf of her neighbors and senior citizens, I vote NO

Chair Hadley then asked the applicant to come forward to address these concerns. Mr. Richardson brought his surveyor, Rex Smith with him. Richardson said they had addressed most of the concerns and pointed out there are more in support of the project that are not present. Rex Smith addressed the committee. He said that his remarks does not really answer the committee's concerns, but that the property lends itself very well to the proposed use. Smith said he was an RVer himself and that most of the people coming to this RV Park would be people who are traveling. Things have changed so much since Covid. RV spots are sometimes hard to find, and are needed. So many people work from home and their RV now, and with Tupelo being the Birthplace of Elvis, they'll want to come here for that. We have some nice State Parks here but they are not set up with sewer hookups. This will bring people in to stay for a while. When Smith goes RVing, he leaves his bike, his grill and all his stuff out in the open when he goes hiking and is not worried that it will be there when he returns. Generally its good people, so it should not be a concern. As far as the project, there's not a lot of land disturbance required. The drainage will be easy to handle with no issues. Sewer looks good. Water looks good. The infrastructure is compatible with what's there.

Hadley then closed the public input portion of the hearing, and then opened it up to the committee's questions. Mark Williams said he was an RVer and appreciated what Mr. Richardson was trying to do. However, he has some questions. Williams asked if what he had heard tonight any different from what he has heard previously? Richardson said when he goes out and shows residents a map and explains the homes, he has over 80 signatures on his petition who have no issues with this being in their neighborhood. Williams said he assumed that there was at least an equal number opposed to it also. Richardson said possibly, yes. Williams said he looked over the maps, saw the video and asked what Richardson thought makes this location a destination for travelers. Richardson said the City of Tupelo. Williams asked if Richardson anticipated these travelers having a car or a motorcycle with them. Richardson said that was possible. Williams said his experience had been that people park but don't pull the RV in and out daily, so this location in the City, while the City has a lot of attributes he was not sure this location is conducive to this type of use unless they are bringing cars and motorcycles in that would make the location appealing to these travelers. Williams asked if there was any research on that. Richardson said they limited this site to a capacity of 34, after looking at other location, comparing it to others and thought that was a good size. Everyone would not be arriving or leaving at the same time so it shouldn't add a tremendous amount of traffic. Williams said he thought the size would not be conducive to trailering cars. Richardson said the slips would be 60 feet in depth. Williams also asked for details on the proposed single family housing section of the project. Richardson replied that there are two acres near Parish that can be subdivided into 8 home lots. Williams said he could appreciate the proposal, but asked if there was any real commitment from Richardson as a developer or from any builder that anytime in the near future that could be used for single family. Richardson said that he was prepared within the first week to put in an application to develop the first home on that two acre tract. Williams asked what research shows that putting in a traditional 1-4 family residential development spurs additional 1-4 family housing growth. Richardson said there were two other lots on Wilemon that would also have homes, for a total of 10 home lots around the parcel, which Richardson thought having a new business in the area would build up

that area. There's a lot of crime in that area, gunshots over the last week, at the Park. More activities area should help that area.

Hadley asked if any other member of the Committee had any questions. Hearing none, Hadley said she did have a question about the minimum two week maximum stay, is that correct because that seems like a lot more in and out traffic, especially with the school being right there. Richardson said he was flexible with how long of a stay is allowed – State law requires a maximum of 30 days for a campground type facility, which is what the Campground at Barnes Crossing allows. He thought people stayed too long at the RV resorts so he said he would be flexible and only allow a two week stay if that made people feel better about it. But with 34 slips, they would not all come and leave at the same time, never a caravan of 30 RVs coming and going every day. Mark Williams said he did have one other question. Williams asked Richardson if he had looked for, prior to tonight, for any alternative locations for this RV Resort. Richardson said yes, and Williams asked for details in case this didn't pass. Richardson said there were other properties along the highway, but they are mostly due to City and County regulations might have more restrictions and if not located in the City, Tupelo would be missing out, this is an option to staying in a hotel when coming for a concert, a little weekend getaway or other type trip. Williams thanked Richardson for trying to bring this into Tupelo, but said that he was one of those that just didn't think this was the right fit for that location.

Leslie Mart asked about the dashed lines on the map of the area and asked for an explanation of those. Zoning Administrator Wilson explained that those were previous lot lines from 60-70 years ago when the property as originally platted as small lots. Today a lot of deeds may have combined 4 or 5 of these smaller lots into larger lots, but basically, they are just older lot lines that are shown in today's technology because they are still there, but not really used except to describe the property. Surveyor Rex Smith said that's exactly what it is, there's an old subdivision plat there which has never been amended.

Hadley then asked if there was any other discussion. Mart asked wouldn't Mr. Richardson have to submit for a subdivision for the 8 lots which look smaller than the adjacent lots in the area. Savely said that would require a subdivision application. Hadley then said she would entertain a motion. Scott Davis made a motion to deny the appeal of the Compatible Use. Leslie Mart seconded the motion. Patti Thompson stated that she would abstain since her property abuts the proposed RV Resort property. Those voting in favor of denying the appeal included, Mark Williams, Bentley Nolan, Pam Hadley, Leslie Mart, Scott Davis and Lindsey Leake, which was unanimous for denial from all members present, with one abstaining being Patti Thompson.

Hadley asked Savely to explain next steps to the applicant. Savely said Mr. Richardson has three days to appeal the Planning Committee's decision with the City Council's Clerk if he chooses to do so. Otherwise the vote of the Committee stands unless it is appealed by the applicant.

Hadley stated that FLEXVAR22-01 had been rescheduled to November 7th per request of the applicant. The next scheduled meeting of the Planning Committee will be 6PM on Monday November 7th, with the Work Session moved up a week to October 24th due to Halloween. Bentley Nolan made a motion to adjourn, seconded by Patti Thompson and the meeting adjourned.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

SUBJECT: IN THE MATTER OF REVIEW/ACCEPT TUPELO LICENSE COMMISSION
MINUTES OF OCTOBER, 6 2022 **TN**

Request:

Review/Accept Tupelo License Commission minutes of October 6, 2022.

Attachments:

- A. License Commission Minutes of October 6, 2022
- B. Memo to Commissioners, Mayor, and Fire Chief
- C. Notice: Call for Meeting
- D. Recommended Updates to Ch. 7 and Ch. 10 of Tupelo Code of Ordinances



Tupelo License Commission Minutes

Date: 10/6/2022

Time: 5:32 PM

Location: Third Floor, City Hall

Call to Order: Chairman Tony Carroll

Meeting Adjourned: 6:29 PM

In Attendance

LICENSE COMMISSION MEMBERS:

Randy Hanlon, Plumber

Terri Williams, Architect

Richard Rhudy, Electrician

Matt Wiley, Mechanical

Tony Carroll, General Contractor

CITY OF TUPELO STAFF:

Tanner Newman, Director of Development Services

Patrick Reagan, Chief Building Inspector

Kelly Elliott, Fire Chief

Michael Montgomery, Fire Marshal

Jennifer Roberson, DDS Office Manager

OTHERS PRESENT:

New Business

1. **UPDATE TO CODE OF ORDINANCES, CH. 7 – BUILDING AND BUILDING REGULATIONS & CODE OF ORDINANCES, CH. 10 – FIRE PREVENTION AND PROTECTION**
 - a. Tanner Newman, Director of Development Services, opened the discussion and briefly spoke of an incident that resulted in the request to update the Code of Ordinance, Chapter 7 – Buildings & Building Regulations as well as Chapter 10 – Fire Prevention & Protection. Mr. Newman asked for the Fire Chief, Kelly Elliott, and the Fire Marshal, Michael Montgomery, to share their thoughts on making the License Commission the appeals authority for Fire Code issues along with adding a Fire Safety Representative to the License Commission.
 - b. Fire Marshal, Michael Montgomery, thanked the committee for serving and was in agreement to update the Ordinance to make the License Commission the authority for Fire Codes and recommends another member who is familiar with the Life Safety Code.

- c. Fire Chief, Kelly Elliott also agreed and said it makes sense for the License Commission to serve as the appeals authority for Fire Code issues.
- d. Patrick Reagan, Chief Building Inspector, mentioned that when Chapter 7 and Chapter 10 of the Code of Ordinance was adopted, the City did not have a License Commission.
- e. Tony Carroll recommended the License Commission support the proposed updates and asked to take a vote on the changes.
- f. Mr. Newman offered a final overview of the current language and proposed updates to Chapter 7 and Chapter 10 of the Code of Ordinances.
- g. Mr. Newman, Mr. Carroll and the License Commission had a brief discussion about updating the wording on Sec. 7-147 (g) to include that 4 or more Commission Members shall be present to hold a meeting. Mr. Newman is getting with Legal to make those changes.
- h. Richard Rhudy motioned to recommend that the City Council adopt the proposed updates to Chapter 7 and Chapter 10 of the Code of Ordinances. Terri Williams seconded the motion.
- i. The motion passed unanimously.

2. **DISCUSS UPDATE TO 2021 CODE SERIES**

- a. Patrick Reagan, Chief Building Inspector, recommended that the License Commission begin researching and considering adoption of the 2021 International Building Code series. Each commissioner agreed to begin studying and considering the significant changes between the 2018 and 2021 Code series.
- b. Mr. Reagan asked to revisit the discussion at the next License Commission meeting.

3. **DISCUSS PROJECTS REQUIRING REGISTERED DESIGN PROFESSIONALS**

- a. Patrick Reagan, Chief Building Inspector, opened the discussion.
- b. Terri Williams agreed to research the topic of when commercial building plans are required to be stamped by a licensed design professional.
- c. Tanner Newman, Director of Development Services, recommended to revisit the discussion at the next License Commission meeting on 1/12/2023.

4. **OPEN COMMITTEE DISCUSSION**

- a. Tanner Newman asked if anyone had anything else to discuss. With nothing else to discuss, the meeting was adjourned.

Next Meeting

DATE: 1/12/2023

TIME: 5:30 PM

LOCATION: Development Department, 3rd Floor Conference Room, 71 East Troy St

COPY

MEMO

DATE: Oct. 4, 2022
TO: License Commission, Fire Chief, Mayor Jordan
CC: Chief Building Inspector, Fire Marshal, COO
FROM: Tanner Newman, Director of Development Service
SUBJECT: Update Fire Code and License Commission Ordinance



Background

Per Chapter 7 of the Tupelo Code of Ordinances, the License Commission serves as the Construction Board of Adjustments and Appeals for decisions related to Building, Electrical, Fuel Gas, Plumbing, Swimming, Mechanical, and Residential Codes. An impending appeal of a decision by the Fire Marshal resulted in the review of the Code of Ordinances to establish the appeals process for matters related to the Fire Code. Chapter 10 of the Code of Ordinances, established in 1974, specifies that Fire Code related decisions shall be considered by a two-person committee comprised of the Mayor and Fire Chief. The Fire Code appeals process is outdated and inconsistent with the other building codes.

Recommendation

Update Chapter 10 to reflect that the License Commission serves as the Construction Board of Adjustments and Appeals for decisions related to the Fire Code. Subsequently, update Sec. 7-3 to create an additional position on the License Commission representing the fire safety component of the Building Code series.

TN

**NOTICE: CALL FOR A MEETING
OF THE LICENSE COMMISSION
OF THE CITY OF TUPELO, MISSISSIPPI**

**STATE OF MISSISSIPPI
COUNTY OF LEE
CITY OF TUPELO**

TO:

RANDY HANLON, RICHARD RHUDY, TONY CARROLL, JAY SCRUGGS, MATTHEW WILEY, TERRI WILLIAMS, LICENSE COMMISSION OF CITY OF TUPELO, MISSISSIPPI

You are hereby notified that a meeting of the License Commission of the City of Tupelo, Mississippi, is hereby called to meet in the Development Services Conference Room, 3rd Floor, 71 East Troy Street, in the City of Tupelo, Mississippi, on Thursday, October 6, 2022. The meeting will be both in person and by telephone for those not attending in person.

TIME: 5:30 p.m.

The subject of said meeting is to discuss and act upon the following matter(s) of business:

- (1) UPDATE TO CHAPTER 7 OF THE TUPELO CODE OF ORDINANCES (BUILDINGS AND BUILDING REGULATIONS)
- (2) UPDATE TO CHAPTER 10 OF THE TUPELO CODE OF ORDINANCES (FIRE PREVENTION AND PROTECTION)

This call issued on this, the 4th day of October, 2022 at 1:00 p.m.


TODD JORDAN, MAYOR

Recommended Code of Ordinances Text Amendments

***Example** indicates recommended addition to current ordinance.

~~*Example~~ indicates recommended deletion of current ordinance language.

Sec. 7-1. - Designation of code enforcement official.

The Director of Development Services, or their designee, is hereby designated as the City of
~~Tupelo Building Official is hereby designated as the building official~~ with responsibilities as
 contained in the building, plumbing, gas, mechanical and swimming pool codes, and as the
 housing official as contained in the housing code.

Sec. 7-147. - License Commission.

- (a) The Mayor, with confirmation of the City Council, shall appoint a License Commission with responsibility and authority as set forth herein.
- (b) The License Commission shall consist of seven (7) members: (1) Licensed Architect, (1) Licensed Commercial Building Contractor, (1) Licensed Residential Building Contractor, (1) Licensed Electrical Engineer or Contractor, (1) Licensed Mechanical Engineer or Contractor, (1) Licensed Plumbing Contractor, and (1) Fire Safety Representative.
- (c) All members shall serve for a term of four (4) years or until their successors are duly appointed by the Mayor and confirmed by the City Council, respectively.
- (d) The Mayor may remove any member of the License Commission for inefficiency, neglect of duty, or malfeasance in office.
- (e) ~~(b)~~ The License Commission shall elect officers, establish bylaws and other necessary procedures of operation. Minutes and records of all actions shall be kept and presented to the City Council at their next regular meeting following each License Commission meeting. Any action of the License Commission may be reversed or modified by vote of the City Council.
- (f) The Mayor, Director of Development Services, or Chairperson of the Commission may call a License Commission meeting on their own motion and the Director of Development Services shall call a meeting on the application of three Commissioners or within ten (10) days of receipt of an appeal to the License Commission.
- (g) ~~(e)~~ The License Commission shall serve the purpose of the Construction Board of Adjustments and Appeals and the Housing Board of Adjustments and Appeals as specified by the construction codes.
- (h) ~~(d)~~ The License Commission members shall reside within the corporate boundaries of the city, or hold a privilege license to conduct business within the City of Tupelo.

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

Sec. 10-2. - Same—Definitions.

- (a) Wherever the word "municipality" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the City of Tupelo, Mississippi.
- (b) Wherever the term "corporation counsel" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the attorney for the city.
- (c) **Wherever the term "Chief of the Bureau of Fire Prevention" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the City of Tupelo Fire Marshal or their designee.**
- (d) **Wherever the term "Fire Code Official" is used in the International Fire Code, 2018 Edition adopted by section 10-1, it shall be held to mean the City of Tupelo Fire Marshal or their designee.**

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

Whenever the Chief of the Bureau of Fire Prevention shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code adopted by section 10-1 do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal ~~from the decision of the Chief of the Bureau of Fire Prevention to the Chief of the Fire Department and the Mayor, acting jointly as an Appeals Committee, within thirty (30) days from the date of the decision appealed~~ **Tupelo License Commission. Any such petition shall be filed with the Fire Department or Department of Development Services within (5) days from the date of the decision and notice is received by the appellant, applicant or petitioner.**

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

The ~~mayor of the city, the chief of the fire department and the~~ Chief of the Bureau of Fire Prevention shall ~~act as a committee to~~ determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those now enumerated in the code adopted by section 10-1. The Chief of the Bureau of Fire Prevention shall post such list in a conspicuous place in his office, and distribute copies thereof to interested persons.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE BELLEDEER OVERLAY
DESIGN REVIEW COMMITTEE MEMBERS FOR 2022-2023 TN

Request:

Review/Approve attached election results of Belledeer Overlay Design Review Committee.

Election Results 2022

1. Amy Blossom
2. Edwin Crenshaw
3. Eric Gibens
4. Danielle Ratliff
5. Jessica Roy
6. Rebecca Van Horn
7. Rachel Pierce Waide

Belledeer Overlay Design Review Committee

The following Design Review Committee members were elected by the voting membership of the Belledeer Neighborhood Association during elections held October 2022. Votes were received and counted by Jenny Savely, City Planner, and Danny Golding, Neighborhood Association Liaison, on October 25, 2022 with the following results for members who will serve in the 2022 - 2023 year. Members are elected annually.

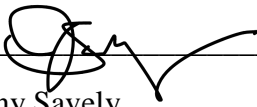
Election Results 2022

1. Amy Blossom
2. Edwin Crenshaw
3. Eric Gibens
4. Danielle Ratliff
5. Jessica Roy
6. Rebecca Van Horn
7. Rachel Pierce Waide

Per Section 5.11.4 of the City of Tupelo Development Code, members of the Belledeer Overlay Design Review Committee shall be confirmed by City Council and will serve for a period of 12 months from the date of confirmation.

Per the voting membership of the Belledeer Neighborhood Association, elections were held in nonconformity to the previously established election procedures due to inactivity of the Neighborhood Association and lack of occurrence of annual elections in the 2021 year due to COVID-19 impact.

I, Jenny Savely, offer these members as those voted by free and fair election among the voting membership of the Belledeer Neighborhood Association under the guidance of sitting Association President, Richie Alvarez, and in which all residents of the geographic area designated as the Belledeer Neighborhood were, to the greatest extent possible, provided information to promote the election process.



 Jenny Savely

October 26, 2022

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE: Nov. 1, 2022
SUBJECT: IN THE MATTER OF REQUEST TO SURPLUS VEHICLE FOR AUCTION
TN

Request:

Approval to surplus the following vehicle for auction:

Vehicle Description

Year: 2009 **Make:** Toyota **Model:** Prius Hybrid **VIN:** JTDKB20U993467396



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: Nov. 1, 2022

SUBJECT: IN THE MATTER OF REQUEST TO SURPLUS AND TRADE IN ASSETS
TOWARDS THE PURCHASE OF NEW OFFICE FURNITURE TN

Request:

Approval to surplus and trade in nine (9) office chairs towards the purchase of new office furniture.

Description of Nine (9) Chairs Subject to Surplus Request

Make: Harter Steel Chairs **Materials:** Metal, Leather **Color:** Green, Tan



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE October 17, 2022
SUBJECT: IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT **JQ**

Request:

Please accept this letter of request to surplus John Knight's duty weapon (Glock Model 45, 9mm) serial number BKLY673 for \$1.00, which will be turned over to him for his retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.


CHIEF QUAKA

Item # 17.

I'M RETIRING EFFECTIVELY ON

OCT 11, 2022

I WILL REQUEST TO PURCHASE
MY DUTY WEAPON FOR A
\$1.00


JOHN KNIGHT



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE October 27, 2022
SUBJECT: IN THE MATTER OF AGREEMENT WITH FLOCK SAFETY **JQ**

Request:

Please accept this letter of request to approve an agreement with FLOCK GROUP INC. with the proper Mandatory Addendum attached.

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

Item # 18.

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: MS - Tupelo PD Legal Entity Name:	Contact Name: Robert Vail
Address: 71 Co Rd 264 Tupelo, Mississippi 38801	Phone: (662) 841-6491 E-Mail: robert.vail@tupeloms.gov
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Item # 18.

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	2.00	\$700.00
Professional Services - Advanced Implementation Fee	\$750.00	12.00	\$9,000.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	14.00	\$35,000.00
Falcon Flex	\$3,000.00	2.00	\$6,000.00

Subtotal Year 1: \$55,600.00

Subscription Term: 24 Months

Annual Recurring Total: \$41,000.00

Estimated Sales Tax: \$00.00

Total Contract Amount: \$91,700.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

Item # 18.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: MS - Tupelo PD

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, metadata, and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. All Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”).

Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and Flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (" **Purpose**"). Agency will not, and

will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency's rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may

consider input from Agency regarding location, position and angle of the Flock Hardware (“**Designated Location**”) and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan (“**Reinstalls**”) will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers,

Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock’s discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock’s rights to any damages Flock may sustain as a result of Agency’s default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not

limited to geolocation information and environmental data collected by sensors .

The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law

enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, world-

wide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact

Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

Item # 18.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Agency must notify Flock's technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially

business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN

FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10.1.Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3. Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4. Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5. Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6.Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be

proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7.Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8.Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9.Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10.Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11.Mandatory Addenda. The terms of the Mandatory Addendum attached hereto as Exhibit "A" are incorporated herein, and in the event that any of the aforementioned Terms and Conditions contradict any of the terms of the Mandatory Addendum, Agency and Flock agree that the terms of this Agreement shall control.

10.12. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:

EXHIBIT A

Mandatory Addendum to
All City of Tupelo Con-
tracts August 2019

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. 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.
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.
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. (CITATION NEEDED.)
10. 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).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. 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).
14. 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).
15. 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.

16. 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).
17. 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
18. 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



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE October 27, 2022

SUBJECT: IN THE MATTER OF NMNU INTERLOCAL AGREEMENT **JQ**

Request:

Please accept this letter of request to approve the North Mississippi Narcotics Unit (NMNU) INTERLOCAL AGREEMENT.

NORTH MISSISSIPPI NARCOTICS UNIT



INTERLOCAL AGREEMENT City of Tupelo 2022-2023



North Mississippi Narcotics

504 Air Park Road
Tupelo, MS 38801

PHONE: (662) 844-4261

OR (662) 841-6583

FAX: (662) 841-6409

Please make sure the ORIGINAL Signature Page has the Chancery Clerk's filed/recorded stamp on it.

Do not leave the Original Copy.

Please bring back the ORIGINAL Interlocal and Signature Page.

The ORIGINAL has to be filed with the Secretary of State.

Thank you,

Tara Webb

North MS Narcotics

(662) 841-6584



North Mississippi Narcotics

PHONE: (662) 844-4261
OR (662) 841-6583
FAX: (662) 841-6409

504 Air Park Road
Tupelo, MS 38801

Wednesday, June 22, 2022

Attached for approval is the 2022-2023 North MS Narcotics Interlocal Agreement. The Governing Authorities of the Cities of Tupelo, Amory, Booneville, Fulton, Okolona, Saltillo, Baldwin and the Boards of Supervisors of the Counties of Chickasaw, Lee, Itawamba, Monroe and Prentiss will need to approve the Agreement.

I will need the Original Signed Signature Page returned to me in order to send in to the MS Attorney General's Office. In addition, I will need a copy of the minutes from all participating Cities and Counties showing the governing authorities approved the Interlocal Agreement.

Once the Attorney General's Office has reviewed and approved the Interlocal Agreement (they have up to 60 days to respond), then it will be filed with the Secretary of the State and each Chancery Clerk's office.

If you have any questions, you can reach me at (662) 841-6584.

Thank you,

Tara Webb

North MS Narcotics Unit

INTERLOCAL AGREEMENT

THIS AGREEMENT, made the 1st day of October, 2022, by the Governing Authorities of the Cities of Tupelo, Amory, Booneville, Fulton, Okolona, Saltillo, and Baldwyn and the Boards of Supervisors of the Counties of Chickasaw, Itawamba, Lee, Monroe, Prentiss.

WITNESSETH

WHEREAS, the Governing Authorities of the Cities of Tupelo, Amory, Booneville, Fulton, Okolona, Saltillo, and Baldwyn are duly elected governing bodies of said Cities and have the duty and authority by law to adequately fund the operation of their respective police departments, pursuant to Section 21-21-3 Mississippi Code of 1972 (as amended) for the enforcement of the criminal laws of the State of Mississippi to include the Uniform Controlled Substances Law; and

WHEREAS, the Boards of Supervisors of the Counties of Chickasaw, Itawamba, Lee, Monroe and Prentiss are the duly elected governing bodies of said Counties and have the duty and authority by law to adequately fund the operation of the offices of Sheriff, pursuant to Section 19-25-13, Mississippi Code of 1972 (as amended) for the enforcement of the criminal laws of the State of Mississippi to include the Uniform Controlled Substances Law; and

WHEREAS, all of the above parties find and declare that violations of the controlled substance laws within these Cities/Counties constitute a significant portion of all felony violations committed within said Cities/Counties involved; and that coordinated law enforcement by the parties as an exercise of their police powers, and their duty to protect the public from criminal activity would effectively reduce these

violations, particularly those of unlawful sale, manufacture, and distribution of controlled substances; and

WHEREAS, the above parties find and declare that a joint effort of City/County and State law enforcement agencies within said Cities/Counties to enforce the criminal laws of the State of Mississippi regarding controlled substances would provide the maximum effectiveness and efficiency in the enforcement of such laws while incurring the least cost to taxpayers; and

WHEREAS, the parties hereto find and declare that the joint effort authorized by this Agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage, and hereby provide a vital service to these communities; and

WHEREAS, the parties hereby state their beliefs that such an efficient, coordinated law enforcement effort may best be accomplished through a formal agreement pursuant to the authority of the "Interlocal Cooperation Act of 1974", Sections 17-13-1 through 17-13-11, Mississippi Code of 1972 (as amended), which requires approval by the Attorney General.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and pursuant to the authority of Sections 17-13-1, *et seq.*, Mississippi Code of 1972 (as amended), the Governing Authorities of the Cities of Tupelo, Amory, Booneville, Fulton, Okolona, Slatillo, and Baldwyn (hereinafter referred to as Cities), and the Boards of Supervisors of the Counties of Chickasaw, Itawamba, Lee, Monroe and Prentiss, (hereinafter referred to as Counties) hereby agree as follows:

1. This agreement shall take effect on October 01, 2022, after approval by the Attorney General of Mississippi. Such date of approval shall otherwise be no later than 60-days after submission to the Attorney General.

2. There is hereby established a joint, cooperative effort to enforce the criminal laws of Mississippi regarding controlled substances in the aforementioned jurisdictions. For the purpose of this agreement, this joint effort and the personnel involved therein shall be referred to as the North Mississippi Narcotics Unit (hereinafter referred to as the "Unit").

a. The primary objective of the Unit shall be the enforcement of the Uniformed Controlled Substances Act (Miss Code Ann. § 41-29-101 *et seq*).

b. A secondary objective of the Unit shall be the collection, analysis and dissemination to authorized users of criminal and drug intelligence. Such data shall be collected by the Unit's participants and submitted for inclusion in the State Criminal Intelligence Data Base. The Unit shall have full access to the use of this database limited only by applicable state and federal statute. Full coordination and cooperation in the sharing of appropriate intelligence between all state, county, and city agencies within the geographical area served by the Unit is encouraged.

a. The Unit shall concentrate its enforcement efforts and activities within the jurisdictional boundaries of the participating cities and counties. Each participating agency will duly appoint and assign individual officers to be law enforcement officers in each jurisdiction covered by the Unit to allow said officers to engage in enforcement activity outside the agency by whom they are employed.

b. The Unit shall have only that power and authority granted to either the Cities or Counties by statute, particularly those set forth in the preamble to this Agreement, and shall have no power or authority except that which may be granted to the Cities/Counties in the enforcement of the criminal laws concerning controlled substances. The Unit shall have the responsibility of investigating all felony violations of the controlled substances law that occur within the jurisdictions of the Cities/Counties. Furthermore, the Unit shall have the responsibility of enforcing all felony criminal statutes contained in the Controlled Substances Law.

c. The specific statutory authority vested in each party to this Agreement is found in Section 21-21-3, Mississippi Code of 1972 (as amended), for the Cities and their respective Police Chiefs, and Section 19-25-67 for the Counties and their respective Sheriffs. Collectively, all law enforcement agencies of the State of Mississippi are empowered by Section 41-29-109 to enforce the provisions of the Uniform Controlled Substances Law.

3. The City of Tupelo and the Tupelo Police Department shall be designated as the Host Agency.

4. The Chief of Police for each member city and the Sheriff for each member county will constitute an Advisory Group. The Advisory Group shall elect a five (5) member Control Board (hereinafter referred to as the Board) that will include the Chief of the Host Agency and four (4) other members from the Advisory Board. The Board will then elect a chairman and vice-chairman. The Chairman, or in his absence the Vice-Chairman, will preside over all meetings of the Board. A majority vote is required to

pass any matter presented to the Board. The members of the Board may vote by proxy if they are unable to attend the scheduled meeting. Each member of the Board shall have one (1) vote.

a. The Unit Commander shall be appointed by the Board, and shall answer directly to the Board. Budgetary considerations mandate that the Unit Commander be an employee of the Host Agency.

b. The Board shall establish operating goals for the Unit. The day-to-day operation of the Unit shall be directed by the Unit Commander in furtherance of the goals formulated.

c. The Board shall decide upon any new agencies joining the Unit. The Unit Commander shall have authority to approve or disapprove participating agencies' personnel assignments.

d. The Board shall set the degree of the participation with regard to finance and personnel each individual agency will contribute.

e. The Board shall meet quarterly to review the progress of the Unit, and to ensure that the Unit Commander is acting in furtherance of Unit goals.

5. The fiscal year for the Unit shall run from October 01, 2022 to September 30, 2023.

6. Each participating agency shall be on a six-month probationary period. At the end of this period, the Unit Commander shall review each member agency as to their particular contribution to the Unit in the following areas:

a. Manpower assigned

b. Hours expended to furtherance of Unit goals by personnel assigned

c. Drug cases initiated by assigned personnel

d. Compliance with Unit operational procedures

7. The Commander shall make recommendation, based on his review, as to each respective agency's continued participation with the Unit. The Board has sole and complete authority concerning agency membership eligibility.

8. Each member agency shall, through their chief law enforcement officer, allocate personnel to temporary, part-time, or full-time assignment with the Unit starting on October 1, 2022. The Board will ensure the allocation of personnel from each agency is consistent with agency size with regard to the objectives of this agreement. Assigned personnel shall work under the immediate supervision and direction of the Unit Commander with regard to operational procedure(s) to include: field testing, chain of custody, evidence handling, case reporting, accounting for public funds, and other relevant matters of policy and procedure. The Unit Commander shall have the responsibility and authority to dismiss any assigned personnel, for just cause, from the Unit. Any disciplinary action, beyond dismissal from the Unit, shall be administered by the assigned personnel's parent agency.

a. All matters concerning employment compensation, wage and hour concerns under the FLSA, and any other matter relating to employer-employee relations are the responsibility of assigned personnel's parent agency.

b. Legal representation will not be afforded by the Unit, or the Host Agency, for claims arising from the performance of duties under this Agreement. Said representation must originate with the assigned personnel's parent agency.

c. All officers assigned to the Unit by the parties hereto must be certified by the Minimum Standards Board, and must meet requirements imposed on a police officer regarding background investigations, work history, polygraph examination, urinalysis, and similar requirement(s), but shall be exempt from the age requirements and limitations provided, however, that no such officer shall be less than twenty-one years of age. All assigned personnel will be subject to random urinalysis and/or polygraph testing at the option of the Board or Commander of the Unit. Failure to comply will result in termination of the status, and removal from the Unit.

d. Assigned personnel will be trained in, and will be expected to follow accepted methods and procedures of field testing, chain-of-custody, evidence handling, case reporting, and accounting for public funds.

e. The fidelity bond of all assigned personnel shall be paid by the assigned personnel's parent agency. There shall be no requirements of third-party fidelity bonds.

f. All personnel, while performing duties within the Unit, shall come under the control and supervision of the Unit Commander.

g. Each agency shall compensate their assigned personnel, and defray their individual expenses in the manner currently utilized by the respective agencies while such personnel operate under this contract.

9. Funds for the Unit will be accounted for and disbursed to the Unit according to state law, and the State Audit Department rules and regulations by and through the Host Agency, pursuant to Section 17-13-9(1)(d), Mississippi Code of 1972 (as amended). Said

agency personnel shall account for the respective funds obligated to the Unit through established budget, claims, and purchasing procedures as set out in state law and State Audit Department rules and regulations. The Unit can only be funded and supported as any other city or county department, and not as a separate and independent entity. The Board may only recommend the budget, purchases, and expenditures. Forfeited funds shall be administered by the Unit Commander, and used for purchase of information, purchase of evidence, and Unit expenses as budgeted. The Unit Commander or his designee shall maintain a complete inventory of property held by the Unit. All records of this account shall be maintained in current status, and available for audit by any person authorized to conduct an official audit. It is understood by all parties thereto that funding under this Agreement cannot be accomplished by direct payments or contributions to the Unit outside the normal budget process.

a. The Board, along with the Unit Commander, shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing State Department of Audit rules and regulations and the Host Agency's policies and procedures, as necessary to ensure that policies and procedures regulating the use of funds are followed by the participating agencies.

b. Forfeitures produced by or arising out of enforcement efforts of the Unit shall be disbursed according to the guidelines set forth in state law, whether arising out of state forfeiture action, or the Federal Asset Sharing Program. It is understood that the Unit does not have the authority to own or hold assets independently of the participating agencies. After expenses of liquidation and costs of court are deducted, all net forfeited funds shall be allocated to the Unit

through the Host Agency. Said forfeited funds shall be held on behalf of the Unit by the Host Agency, and after proper budget authorization, such funds may be used to pay the operating cost of the Unit. Upon expiration of this Agreement, or subsequent Agreements, or upon disbanding the Unit, all remaining property acquired through forfeiture actions by the Unit from the participating agencies shall be divided proportionately among the agencies participating herein.

c. All participating agencies of the Unit shall agree that if an officer of their department, who is not assigned to the Unit, makes a case involving drugs in which forfeitable assets are involved, the Unit shall be called to assist the officer. Forfeitures produced in this situation shall be divided according to the guidelines set forth in state law whether arising out of state forfeiture action or the Federal Asset Sharing Program. After expenses of liquidation and costs of court are deducted, all net forfeited funds shall be allocated to the Unit by the Host Agency. Said forfeited funds shall be held on behalf of the Unit by the Host Agency, and after proper budget authority used to pay the operating cost of the Unit. Upon expiration of this Agreement, or subsequent Agreements, or the disbanding of the Unit, all remaining property acquired through forfeiture actions by the Unit from the participating agencies shall be divided proportionately among the local agencies participating herein.

d. The office of the District Attorney for the affected judicial district shall handle all forfeitures arising from seizures made under this Agreement.

e. In the event that a participating agency's assigned personnel are provided a forfeited vehicle by the Unit, the assigned personnel's parent agency shall

maintain ownership and title to said vehicle, and shall be responsible for all expenses incurred for said vehicle until such time the vehicle is deemed unsuitable for official use. At this time said vehicle's title and ownership will be returned to the Host Agency pending auction or other proceeding.

10. All news releases pertaining to enforcement activity within a participating agency shall be formulated by the Unit Commander and coordinated with the Agency Chief or his designee.

11. Any party to this Agreement may terminate the provisions of this Agreement by giving notice in writing to the other parties, forwarded by certified mail, return receipt requested, or hand delivered at least twenty-four (24) hours prior to the date of termination. All remaining parties may continue to operate under this Agreement. The terminating party shall immediately forfeit any and all future interest in assets acquired or purchased by the Unit upon termination of its participation in this Agreement.

a. Any and all personal property acquired in the creation and for the operation of the Unit shall be acquired in the name of and title shall vest in the party to this Agreement who shall provide the funds with which the property is acquired. A complete inventory of the property and the owner thereof shall be maintained by the Unit Commander. Upon termination of this Agreement, all equipment, materials and other tangible items purchased shall be the property of the office or governmental body which provided funds for the purchase, and shall be delivered to the office or body within thirty (30) days of dissolution, then property purchased, in whole or in part, with forfeited or grant funds shall be sold,

and after deducting costs of sale, the proceeds shall be proportionately divided among the local agencies participating in the Agreement.

12. No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto on the manner provided by law, and approved by the Attorney General prior to implementation. All participating agencies to this Agreement stipulate that upon execution of this Agreement, they are not and will not become a participant in any other multijurisdictional task force whose objective is enforcement of the Uniformed Controlled Substance Act.

13. This agreement shall be executed in separate duplicate originals by each governing authority designated as a party hereto. Each executed agreement shall be of the same terms and shall be binding upon all parties in accordance with the laws of the State of Mississippi.

14. Venue for the enforcement of the terms of this agreement shall be the Circuit Court of Lee County, Mississippi.

15. This Agreement shall be submitted to the Attorney General of the State of Mississippi for approval, and shall thereafter be filed with the Chancery Clerks of Chickasaw, Itawamba, Lee, Monroe and Prentiss Counties and with the Secretary of State of the State of Mississippi. The Unit will operate under the name NORTH MISSISSIPPI NARCOTICS UNIT. This Agreement will be filed with the appropriate agencies under that title. The duration of this Agreement shall be one (1) year beginning October 1, 2022, and expiring on September 30, 2023.

WHEREUPON, the foregoing Interlocal Agreement was declared, passed and adopted at a regular meeting of the City Council/Board of Alderman on this the _____ day of _____, 2022.

WITNESS OUR SIGNATURES:

CITY/TOWN OF _____, MISSISSIPPI

MAYOR

DATE

ATTEST:

CITY/TOWN CLERK



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE: October 28, 2022

SUBJECT: IN THE MATTER OF AN ORDER RESCINDING COUNCIL ACTION OF
SEPTEMBER 20, 2022 TO APPROVE BID # 2022-032PD – THE PURCHASE
OF NINE FORD EXPLORER POLICE UNIT UPFIT PACKAGES

Request:

Move to rescind Council's action of September 20, 2022 to approve bid # 2022-032PD. It is no longer in the best interest of the City to go forward with this purchase.

ORDER

AN ORDER RESCINDING COUNCIL ACTION OF SEPTEMBER 20, 2022, TO APPROVE BID # 2022-032PD – AUTHORIZING THE PURCHASE OF NINE FORD EXPLORER POLICE UNIT UPFIT PACKAGES

WHEREAS, the City Council during its regular meeting of September 20, 2022 did approve bid # 2022-032PD to purchase nine Ford Explorer Police unit upfit packages; and

WHEREAS, this bid was awarded to Cannon Chevrolet Nissan in the amount of \$110,550 and was properly procured in accordance with Miss. Code Ann. § 31-7-13; and

WHEREAS, it has since been determined that it would be in the best interest of the City's financial wellbeing to seek alternative means of purchasing this commodity.

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

1. The prefatory findings are hereby adopted and found to be in accordance with the proper exercise of municipal authority.
2. The action taken by the City Council during the Regular Meeting of September 20, 2022 to approve bid # 2022-032PD shall hereby be **RESCINDED**.
3. The Clerk of the Council shall annotate the Minutes of the September 20, 2022 Regular City Council Meeting to reflect this action.

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

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

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

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
LYNN BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director

DATE October 26, 2022

SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL TO REMOVE ITEMS
FROM ASSETS AND SURPLUS AT AUCTION - **CW**

Request:

Request for approval to remove the attached list of items from assets and surplus at auction.

Reason for auction –

No longer in use – Need repairs or has been replaced or being replaced with newer equipment

VEH NO.	YEAR	MAKE	MODEL	SER NO.	DESCRIP.	ASSET	BARCODE	COT	TOOLWATCH
61-114	2001	JOHN DEERE	990	CH4020D171452	TRACTOR	G06357	13493	COT 1963	TW 957461
61-098	2006	SUPERIOR BROOM	DT80C	805231	BROOM	1279	11652	COT 5839	TW 957571
61-090	2009	LEEBOY	400T	57857	ASPHALT ROLLER	3246	14948		TW 658867
61-085	1999	BEAST	3860	1144	WOOD CHIPPER	G05553	10658	COT 1796	TW 957298
61-084	2000	BOBCAT	863 SKID STEER LOADER	514143033	LOADER - SMALL	G05768	10725	COT 1455	TW 957346
61-079	2000	HYUNDAI	160LC3	E601GA10296	EXCAVATOR	G05705	10726	COT 1908	TW 957219
61-070	1992	JOHN DEERE	750B LT	776547	DOZER	G01524	10707	COT 1025	TW 956255
61-069	1985	CATERPILLAR	D-5H	25X1941	DOZER	G00646	10715	COT 1024	TW 956254
61-076	1999	JOHN DEERE	410E	T0410EX874797	BACKHOE	G05124	10676	COT 1750	TW 957250
61-074	1995	CATERPILLAR	426B	6KL01525	BACKHOE	G02408	10698	COT 1415	TW 658599
61-108	1995	JOHN DEERE	6300	L06300U149828	TRACTOR	G02406	10697	COT 1418	TW 956514
61-256	2003	LEBOY	1000D	1000R-3724D	ASPHALT PAVER	G06898	11635	COT 1983	TW 957472
61-110	1976	FORD	5600	C516526	TRACTOR	NOA	11056	COT 1002	TW 956509
61-089	2009	LEE BOY	400T	400T-57241	ASPHALT ROLLER	2949	14637		TW 658855
61-060	2012	BOBCAT	E50 COMPACT EXCAVATOR	AG3N12839	EXCAVATOR - MINI	4067	15350		TW 960077

Item # 21.

FOB	VEH NO.	YEAR	MAKE	MODEL	SER NO.	DESCRIP.
1207	61-114	2001	JOHN DEERE	990	CH4020D171452	TRACTOR
1394	61-098	2006	SUPERIOR BROOM	DT80C	805231	BROOM
	61-090	2009	LEEBOY	400T	57857	ASPHALT ROLLER
	61-085	1999	BEAST	3860	1144	WOOD CHIPPER
1041	61-084	2000	BOBCAT	863 SKID STEER LOADER	514143033	LOADER - SMALL
	61-079	2000	HYUNDAI	160LC3	E601GA10296	EXCAVATOR
	61-070	1992	JOHN DEERE	750B LT	776547	DOZER
	61-069	1985	CATERPILLAR	D-5H	25X1941	DOZER
1205	61-076	1999	JOHN DEERE	410E	T0410EX874797	BACKHOE
1013	61-074	1995	CATERPILLAR	426B	6KL01525	BACKHOE
1059	61-108	1995	JOHN DEERE	6300	L06300U149828	TRACTOR
	61-256	2003	LEBOY	1000D	1000R-3724D	ASPHALT PAVER
1037	61-110	1976	FORD	5600	C516526	TRACTOR
	61-089	2009	LEE BOY	400T	400T-57241	ASPHALT ROLLER
	61-060	2012	BOBCAT	E50 COMPACT EXCAVATOR	AG3N12839	EXCAVATOR - MINI

ASSET	BARCODE	COT	TOOLWATCH	DIV	MISC
G06357	13493	COT 1963	TW 957461	ROW	BUCKET MODEL JD430 W
1279	11652	COT 5839	TW 957571	STREET	
3246	14948		TW 658867	STREET	
G05553	10658	COT 1796	TW 957298	BRUSH	ENG SN RG6125A008363
G05768	10725	COT 1455	TW 957346	ROW	873
G05705	10726	COT 1908	TW 957219	BRUSH	
G01524	10707	COT 1025	TW 956255	DRAINAGE	
G00646	10715	COT 1024	TW 956254	BRUSH	8Z-4180 AT VETERANS DUMP
G05124	10676	COT 1750	TW 957250	DRAINAGE	
G02408	10698	COT 1415	TW 658599	STREET	
G02406	10697	COT 1418	TW 956514	ROW	
G06898	11635	COT 1983	TW 957472	STREET	ENG SN 1021202016626
NOA	11056	COT 1002	TW 956509	ROW	
2949	14637		TW 658855	STREET	
4067	15350		TW 960077	DRAINAGE	



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned

DATE October 27, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT FOR THE LEE ACRES PICKLEBALL COMPLEX AF

Request:

I would like to recommend that the City Council and Mayor approve the contract for Sloan Landscape Architect for the Lee Acres Pickleball Complex

Note: The contract is attached to this request.

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS

STANDARD FORM CONTRACT FOR PROFESSIONAL SERVICES BETWEEN LANDSCAPE ARCHITECT AND CLIENT

Preliminary Provisions

Date

This Agreement is made as of October 20, 2022, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

Client

City of Tupelo, MS Department of Parks and Recreation

NAME

Mayor Todd Jordan

ADDRESS / CITY / STATE / ZIP

71 East Troy Street / Tupelo / MS / 38804

RELATIONSHIP TO PROJECT OWNER

Owner

The Client acknowledges that it is authorized to enter into this Agreement.

City of Tupelo, MS

NAME

ENTITY

☐ CORPORATION, ☐ LIMITED LIABILITY COMPANY ☒ MUNICIPALITY, ☐ GOVERNMENT OR ☐ INDIVIDUAL / MARRIED COUPLE-SELECT ONE

ADDRESS/ CITY/ STATE/ ZIP (IF DIFFERENT FROM CLIENT ADDRESS ABOVE)

Landscape Architect

Sloan Landscape Architect, LLC

NAME:

ENTITY

☐ SOLE PROPRIETOR, ☐ PARTNERSHIP, ☐ CORPORATION, ☒ LIMITED LIABILITY COMPANY

P.O. Box 311/ Tupelo/ MS/ 38804

ADDRESS/ CITY/ STATE/ ZIP

Shipman Sloan, 662-610-5588

CONTACT INFORMATION

Project

(General description of Project: name, purpose, baseline information)

Lee Acres Park, Pickleball Complex. Construction of 12 pickleball courts with fencing, lighting, and concrete walkways. Additional amenities include pavilions, and seating. A parking lot is to be construction in proximity to the courts. Installation of other necessary site improvements as required related to this work.

Program

The Client's detailed Program: user needs, functional and built element requirements, and the Client's budget parameters are set forth in *Exhibit ".4."*

Scope of Services

The scope of services to be provided by the Landscape Architect under this Agreement and the Supplemental Services which may be provided when requested in writing by the Client are described in *Exhibit "B."*

Compensation

Compensation for Landscape Architectural Services performed under this Agreement shall be 7% of the overall cost of work plus Reimbursable Expenses as defined in Article 4 and is subject to the provisions of this Agreement. Supplemental Services, when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "C"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

Schedule of Services

The schedule for the performance of the Landscape Architectural Services under this Agreement is provided in *Exhibit "D"* and is subject to the provisions of this Agreement.

Article 1**Landscape Architectural Services****1.1 Standard of Care**

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Coordination

The Landscape Architect shall coordinate the services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project.

1.3 Representations

The Landscape Architect represents that it and its consultants have and shall maintain throughout the performance of the Landscape Architectural Services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.

1.4 Scope of Services

The Scope of Landscape Architectural Services to be provided under this Agreement is detailed in *Exhibit "B."*

1.5 Supplemental Services

Supplemental Services are detailed in *Exhibit "B."* Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in *Exhibit "C"* or on the basis of a negotiated sum) beyond the Compensation stated in the Preliminary Provisions.

1.6 Approval of Services/Changes to Approved Services

The Landscape Architect shall proceed with a phase or design package of the Landscape Architectural Services only after receiving the Client's written approval of the Services and deliverables provided and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

1.7 Opinions of Probable Construction Costs

Opinions of probable construction costs provided by the Landscape Architect are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

1.8 Certifications

The Client shall submit copies of proposed certificates or certifications, if any, to the Landscape Architect for review and approval at least 7 days prior to the date that the Client desires the Landscape Architect to execute them. The Client shall not request certifications which would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

1.9 Construction Safety

The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

Article 2

Client's Responsibilities

2.1 Program

The Client shall provide the detailed Project description and budget parameters designated *Exhibit "A"* and attached hereto.

2.2 Information

2.2.1 The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any.

2.2.2 The Client shall provide for the Landscape Architect's right to enter from time to time, property owned by the Client or others, so the Landscape Architect may perform the Landscape Architectural Services.

2.2.3 The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

2.3 Independent Testing

The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.

2.4 Reliance

The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Landscape Architect has acted in accordance with the standard of care described in section 1.1, above.

2.5 Client's Representative

The Client shall designate a representative with authority to act on the Client's behalf with regard to the Project.

2.6 Approvals

Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services. Comments from the Client's Representative shall be a consolidation of all comments of interested user groups or entities to provide clear direction to the Landscape Architect and to avoid delays.

2.7 Notice of Nonconformance

If the Client observes or becomes aware of errors or omissions or inconsistencies in any documents provided by the Landscape Architect or any fault or defect in the Project, the Client shall promptly give written notice to the Landscape Architect.

2.8 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3

Ownership of Documents

3.1 The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials").

3.2 Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, nonexclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.

3.3 The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for costs, including legal fees and defense costs, liability or loss, which result from unauthorized modification of the Design Materials, if any, or the use of the Design Materials for any purpose other than the Project.

Article 4

Landscape Architect Compensation

4.1 Compensation for the Scope of Services described in section 1.4 of *Exhibit "B"* to be performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, described in section 1.5 of *Exhibit "B,"* when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in *Exhibit "C"* or on the basis of a negotiated fee provided in an amendment to this Agreement.

4.2 Reimbursable Expenses are expenditures as made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 0%. Reimbursable Expenses include, but are not limited to the following:

- 4.2.1 costs of renderings, photographs, models, and mock-ups requested by the Client.
- 4.2.2 expense of professional liability insurance dedicated exclusively to the Project.
- 4.2.3 costs of printing and delivering bid packages.
- 4.2.4 services of professional consultants which cannot be quantified at the time of contracting; and
- 4.2.5 other, similar direct Project-related expenditures.

4.3 Payments

- 4.3.1 An initial payment of \$0% shall be made upon execution of this Agreement. this amount shall be credited to the Client's account at final payment. This shall be the minimum payment due under this Agreement.
- 4.3.2 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services provided in *Exhibit "D"* herein and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.3.3 If the Client disputes, in good faith, all or any portion of any statement from the Landscape Architect for Landscape Architectural Services or Reimbursable Expenses, the Client shall notify the Landscape Architect in writing within seven (7) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute.
- 4.3.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 5% simple interest per month. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

4.4. Extended Services

If through no fault of the Landscape Architect, the Scope Services described in section 1.4 of *Exhibit "B"* have not been completed within the term indicated in the Schedule of Services provided in *Exhibit "D"*, the compensation for services rendered after that time period shall be on the basis of the hourly rates provided in *Exhibit "C"*.

Article 5

Insurance, Indemnification, Consequential Damages

5.1 Insurance

The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

Coverage	<u>Liability Limits</u>
Professional Liability	<u>\$1,000,000.00</u> per claim/annual aggregate
Commercial General Liability	per occurrence
Comprehensive Automobile Liability	per accident
Workers Compensation	statutory limits

5.2 Consequential Damages

The Landscape Architect waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

5.3 Client's Commercial General Liability Insurance

The Client agrees to name the Landscape Architect as an additional insured on its Commercial General Liability (CGL) insurance policy(ies), if any, applicable to the Project and provide the Landscape Architect with a Certificate of Insurance evidencing compliance.

5.4 Waiver of Subrogation

To the extent damages are covered and paid by property insurance during construction, the Client and the Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Landscape Architect, respectively, shall require of their contractors, consultants, agents and employees similar waivers in favor of the other parties enumerated herein.

5.5 Hazardous Materials Waiver

Unless otherwise provided in the Agreement, the Landscape Architect and the Landscape Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, polychlorinated biphenyl (PCB) or other toxic substances.

Article 6

Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve differences first through direct discussions between parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2

6.2 If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be at a place both parties agree. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

6.3 For any claim subject to, but not resolved by, mediation pursuant to Section 6.2, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the parties do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to section 6.4 of this Agreement
☒ Litigation in a court of competent jurisdiction

6.4 Unless otherwise agreed in writing, the Landscape Architect agrees to continue to perform its services during any dispute resolution proceedings. If the Landscape Architect continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.5 Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.

6.6 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7

Suspension/Termination

7.1 This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

7.2 The Client's failure to make payments to the Landscape Architect in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Landscape Architect, at its option, may elect to suspend its services on seven (7) days' written notice to the Client. The Landscape Architect shall have no liability to the Client for any delays caused by a suspension under this provision.

7.3 If the Client suspends the Landscape Architect's services for any reason, the Landscape Architect shall be compensated for all Landscape Architectural Services performed to that date, and the Landscape Architect shall have no liability to the Client for any delays caused by the Client's decision to suspend the Services.

7.4 When suspended Services are resumed, the Landscape Architect shall be compensated for expenses incurred due to the interruption and resumption of the Landscape Architectural Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.

7.5 A suspension of Services by either party for more than thirty (30) days may, at the Landscape Architect's option, be deemed grounds for termination of the Agreement.

7.6 If termination is not due to the fault of the Landscape Architect, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of the termination, all actual costs and expenses reasonably incurred by the Landscape Architect in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.

7.7 The Client may terminate this Agreement for convenience and without cause with seven

(7) days' written notice to the Landscape Architect providing, in addition to the Compensation, Reimbursable Expenses, and compliance with the Ownership of Documents provisions indicated in section 7.6, above, the Client pays to the Landscape Architect an amount representing the anticipated profit on the Scope of Services not performed under this Agreement because of the Client's decision to terminate for its convenience.

Article 8

Other Terms and Conditions

8.1 Force Majeure

Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or the recovery from such cause ("Force Majeure"). The parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Notices

Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicated on the first page of this Agreement.

8.3 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.4 Third Party Relationships

Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Landscape Architect.

8.5 Severability

If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.6 Captions

Captions of articles, sections, paragraphs, or subparagraphs of this Agreement are for convenience and reference only.

8.7 Governing Law

This Agreement shall be governed by the law of the State of Mississippi.

8.8 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement only may be amended in writing signed by both the Client and the Landscape Architect.

8.9 Limitations Period

As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.

Exhibits

The following Exhibits are incorporated in and made a part of this Agreement:

- "A" Client's Program
- "B" Scope of Services and Supplemental Services
- "C" Landscape Architect's Hourly Compensation Rates Schedule
- "D" Landscape Architect's Schedule of Services

_____	_____
<i>Landscape Architect</i>	Date

_____	_____
<i>Client</i>	Date

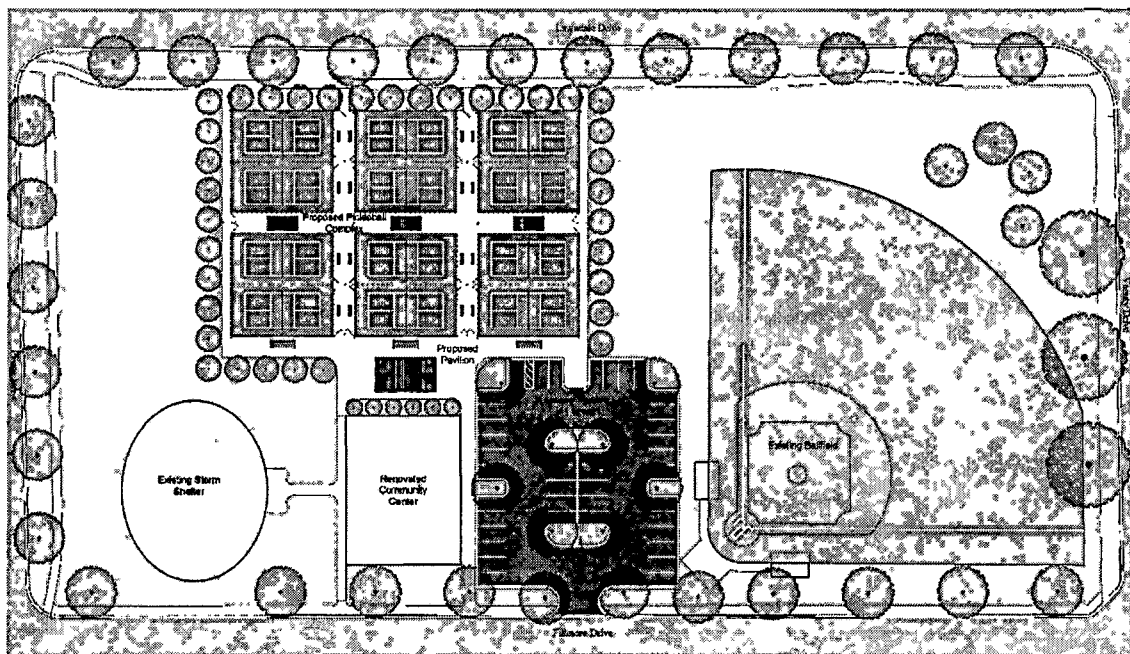
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EXHIBIT "A"
CLIENT'S PROGRAM
 (Client inserts Client's program as Exhibit A")

Project Name: Lee Acres Park, Pickleball Complex

Project Scope: Lee Acres Park, Pickleball Complex. Construction of 12 pickleball courts with fencing, lighting, and concrete walkways. Additional amenities include pavilions, and seating. A parking lot is to be construction in proximity to the courts. Installation of other necessary site improvements as required related to this work.

The construction budget for this project is \$1,200,000.00



City of Tupelo, Department of Parks and Recreation
 Lee Acres Park, Pickleball Complex
 Fall, 2022

0 40 80 120 feet
 SCALE: 1" = 40'
 SLA
 Sloan Landscape Architecture

EXHIBIT "B"

SCOPE OF SERVICES AND SUPPLEMENTAL SERVICES

1.4 Scope of Services

1.4.1 Site Analysis Phase

In order to identify the physical attributes and limitations of the site relative to the Client's Program, the Landscape Architect shall

- .1 identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, and known off-site considerations relevant to the Client's Program
- .2 confirm general location of available utilities
- .3 analyze existing site conditions to identify physical attributes and limitations of the Project site
- .4 review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions, and zoning conditions
- .5 advise the Client of tests and surveys, such as soils analysis, topographic survey, utility survey, and/or property boundary survey, that may be required

1.4.2 Schematic Design Phase

Based on the Site Analysis Phase findings, the Landscape Architect shall explore design options and develop a schematic design through the following:

- .1 prepare studies and relational diagrams for the organization and placement of proposed Program elements taking into consideration the existing site features and the requirements of other Program elements
- .2 prepare drawings illustrating alternative design concepts for the form and configuration of the Program elements on the site (up to 3 alternatives shall be provided under the basic Scope of Services for this Agreement; additional alternatives requested by the Client shall be considered Supplemental Services)
- .3 evaluate alternative design concepts and, in conjunction with the Client, identify a preferred design concept
- .4 based on the preferred design concept, prepare a schematic design plan (at an appropriate scale) illustrating the form and configuration of the proposed improvements on the site
- .5 preliminarily select key materials or material systems and prepare preliminary designs for key construction details
- .6 prepare an opinion of probable construction costs for the proposed improvements, including a recommended contingency
- .7 submit the plan(s), details, cost opinion, and other deliverables as appropriate comprising the Schematic Design submittal to the Client for review and approval.

1.4.3 Design Development Phase

Based on the Schematic Design approved by the Client, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to comprehensively convey the design intent through the following:

- .1 revise and refine the Schematic Design plan to define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements
- .2 prepare design detail sketches illustrating the proposed forms, materials, colors, and textures of the proposed improvements
- .3 prepare supplemental drawings as required to illustrate the design intent (strike all that do not apply):
 - a. Site Plan
 - b. Site Details
 - c. Layout Plan
 - d. Grading Plan
- .4 prepare outline specifications for applicable areas of work
- .5 update the opinion of probable construction costs of the proposed improvements, indicating when appropriate the assumptions on which the opinion is based
- .6 submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client for review and approval

1.4.4 Construction Document Phase

Based on the Design Development phase submission approved by the Client, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- .1 prepare construction plans including:
 - a. Demolition plan
 - b. Staking (or layout) plan
 - c. Grading and drainage plan
 - d. Irrigation plan
 - e. Planting plan
 - f. Site plan
 - g. Site details
- .2 prepare construction details to describe the materials, spatial relationships, connections, and finishes suitable for constructing the proposed improvements

- .3 prepare construction specifications for the proposed improvements
- .4 coordinate the drawings and specifications prepared by the Landscape Architect's consultants, and when appropriate, the Client's other consultants
- .5 update the opinion of probable construction costs of the proposed improvements
- .6 address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required
- .7 submit a final opinion of probable construction costs
- .8 submit 3 copies of the Construction Documents in paper format as well as a dwg. file and pdfs; additional drawings and pdf copies shall be a Reimbursable Expense as provided in Article 4 of the Agreement

1.4.5 Bidding Phase

When contracts are bid, the Landscape Architect shall assist the Client during the bidding process to identify the Contractor to construct the Project and establish the firm price to accomplish the work. The Landscape Architect shall:

- .1 coordinate the schedule for bid advertising, pre-bid conference, addenda (if applicable), and bid opening
- .2 prepare and organize bid solicitation and proposal forms consistent with the Client's requirements
- .3 arrange for printing and distribution of the bid documents
- .4 conduct the pre-bid conference and document the proceedings
- .5 clarify the Construction Documents as required through the preparation and issuance of addenda
- .6 attend the bid opening
- .7 review bids including alternates and formulate a recommendation on the award of the contract

1.4.6 Contract Negotiation Phase

When contracts are negotiated, the Landscape Architect shall assist the Client during the contract negotiation process to establish contract terms for the construction of the Project. The Landscape Architect shall:

- .1 arrange for transmittal of Construction Documents to the selected Contractor
- .2 meet with the selected Contractor to review the Construction Documents and the proposed improvements
- .3 provide clarification to the Construction Documents as reasonably required
- .4 review the selected Contractor's proposal and formulate a recommendation on the award of the contract

1.4.7 Construction Contract Administration Services

The Landscape Architect shall provide the following administration services associated with the construction of the Project:

- .1 take part in the pre-construction conference.
- .2 undertake to observe the work in progress at intervals appropriate to the stage of construction for conformance with Construction Documents
- .3 review and take appropriate action on materials and equipment submitted by the Contractor for approval
- .4 review and take appropriate action on shop drawings and change order requests submitted for approval
- .5 on behalf of the Client, receive and forward to the Client written guarantees, warranties, releases of liens, and related documents required from the Contractor
- .6 conduct observations to determine final completion and acceptance of the work
- .7 determine consent of surety, if any, to issuance of a final certificate of payment
- .8 evaluate the completed work to determine acceptance or non-acceptance based on conformity with the Construction Documents
- .9 review and approve Contractor progress applications for payment
- .10 review and approve a final application for payment and recommend acceptance of the Project by the Client

1.5 Supplemental Services

1.5.1 Pre-design Services

The following pre-design services shall be considered Supplemental Services:

- .1 assisting the Client with programming
- .2 assisting the Client with marketing and/or feasibility studies
- .3 master planning
- .4 detailed project scheduling (critical path, milestone completion dates, or other methods)
- .5 representing the Client at zoning hearings and/or community meetings or design review hearings

1.5.2 Design Phase Supplemental Services

Unless otherwise agreed to by the parties, the following are Supplemental Services:

- .1 scale models and renderings
- .2 special studies or reports
- .3 life cycle cost analyses
- .4 expert witness testimony
- .5 attendance at litigation or arbitration proceedings when the Landscape Architect is not a party
- .6 long-distance travel to inspect materials and equipment of potential suppliers
- .7 permitting services beyond those described in section 1.4

- .8 attendance at public review or design review hearings

1.5.3 Construction Contract Administration Supplemental Services

The Landscape Architect shall provide the following administration services associated with the construction of the Project as Supplemental Services. When requested, the Landscape Architect shall:

- .1 prepare Client-initiated change orders
- .2 review the Contractor's marked-up "as-built" drawings

Revisions to previously approved drawings or other documents shall constitute Supplemental Services when necessary to accommodate subsequent interpretations by governmental officials.

1.5.4 Post-Construction Services

The following Post-Construction Services are Supplemental Services. When requested by the Client, the Landscape Architect shall:

- .1 prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the Contractor
- .2 provide observations of work and/or warranty items at appropriate times
- .3 perform post-construction evaluation of functional and operational performance of the Project

EXHIBIT "C"
LANDSCAPE ARCHITECT'S
HOURLY COMPENSATION RATES SCHEDULE

(Landscape Architect inserts Landscape Architect's Hourly Compensation Rates Schedule
as Exhibit "C")

Registered Professional (Landscape Architect)	\$125.00
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EXHIBIT "D"

SCHEDULE OF SERVICES

The Landscape Architect shall begin providing Landscape Architectural Services on the Project promptly upon the receipt of a written notice to proceed and shall perform its Services as expeditiously as is consistent with the standard of care described in section 1.1 of the Agreement. All time frames are subject to the Client's cooperation in accordance with the provisions of sections 1.6 and 2.6.

**Days from approval of
the previous phase and
authorization to proceed
with the next phase**

<u>Service</u>		<u>% Compensation</u>
Site Analysis	7 days	%
Schematic Design	7 days	25%
Design Development	14 days	25%
Construction Documents	21 days	25%
Bidding Phase	36 days	20%
Contract Negotiation	14 days	%
Construction Contract Administration	TBD days	5%



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE October 28, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF QUOTES FOR AQUATIC CENTER
CHEMICALS AF

Request:

Please review and approve the lowest and best quotes for chemicals for the Aquatic Center.



Pool Chemical Bid for Tupelo Aquatic Center

<i>Chemical</i>	<i>Quantity</i>	<i>Unit Price</i>	<i>Extension (Pallet Price)</i>
60# pail Accu-Tabs	1	\$178.15	\$4,275.52
D.E. Filter Media (Perlite Substitute)*	1	\$46.00	\$3,450.00
50# bag of Calcium Chloride	1	\$53.83	\$2,691.50
55 gal. Drum Muriatic Acid	1	\$645.59	\$2,582.36
50# bag Sodium BiCarbonate	1	\$35.53	\$1,776.50

Notes to Customer:

* Perlite filter media is not carried by our suppliers. Standard grade D.E. powder is substituted.

Minimum order quantities are 1 pallet of any of the above chemicals in this bid.

Dewey Case
Commercial Sales Manager
Adcock Pool and Spa
Phone: 601-297-7953
Email: dewey@adcockpoolandspa.com

10/13/2022

BID FORM

This Bid is submitted for: **Pool Chemicals- 12 Month Supply**
For the Tupelo Aquatic Center

This bid is submitted to: **City of Tupelo, 71 East Troy Street, Tupelo, MS 38804**
 (Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish **Pool Chemicals- 12 Month Supply For the Tupelo Aquatic Center** for the City of Tupelo in accordance with the specifications provided for the following amount:

These items will be ordered by the pallet. Shipping costs shall be included in the prices offered.

Item #	Item Description	Qty.	Unit of Measure	Unit Price	Extension (Pallet Price)	per pallet
1	Calcium Hypochlorite Tablets	1	60 lb Bucket	\$ 199.39	\$ 4,785.36	24
2	Perlite Filter Media	1	25 lb Bag	\$ 42.95	\$ 1,675.05	39
3	Calcium Chloride	1	50 lb Bag	\$ 46.62	\$ 2,564.10	55
4	Muriatic Acid	1	55 Gal Drum	\$ 654.00	\$ 6,540.00	1
5	Sodium Bicarbonate Ideal	1	50 lb Bag	\$ 52.13	\$ 2,554.37	49

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

BIDDER INFORMATIONCompany Name: Memphis Pool Supply, Inc.Company Representative: Robert P. SmithTitle: Commercial Sales Manager**Business Address:**Street: 2762 Getwell RdCity: Memphis State: TN Zip: 38118Phone: 901-383-6080 Email: RSmith@memphispool.comSignature of Bidder: Robert P. SmithDate: 10/11/2022

2022-23 POOL CHEMICAL BID FOR TUPELO AQUATIC CENTER

ITEM	ADCOC POOL AND SPA	MEMPHIS POOL
60# PAIL ACCU-TABS	\$178.15	\$199.99
50# BAG OF CALCIUM CHLORIDE	\$53.83	\$46.62
PERLITE	\$46.00	\$42.95
50# BAG OF SODIUM BICARBONATE	\$35.53	\$52.13



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE October 27, 2022
SUBJECT: IN THE MATTER OF TUPELO SPORTS COUNCIL CONTRACT
APPROVAL AF

Request:

I would like to request that the Mayor and City Council approve all the contracts for Tupelo Sports Council for the upcoming 2022-23 fiscal year.

Note: All contracts are attached.

VETERANS COUNCIL AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), VETERANS COUNCIL (hereinafter "VC") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the VC, is an organization comprised of members of VC. VC provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and VC desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, VC and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and VC to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2020 and ending September 30, 2022.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and VC.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from VC and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and VC.

SECTION 5. TSC will perform the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and VC. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and VC within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and VC, which will promote the activities, services and events of the VC as well as other associations and the City's recreational program in general.

SECTION 8. City and VC will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to VC a percentage of marketing revenue associated with VC programs. All marketing proposals for VC must be approved by the City and VC prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, VC's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not

corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

VETERANS COUNCIL

By: _____
President

VETERANS COUNCIL AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the VETERANS COUNCIL (hereinafter “VC”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of VC, provides assistance to the city through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to VC and VC will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and VC mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to VC and VC to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2022, and ending on September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and VC on all issues relating to the event programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. VC will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. VC agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by VC.

SECTION 8. VC may sponsor events only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities coordinator.

Revenues derived by VC from any events will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, VC agrees to provide volunteer support and, in exchange for such support, the City agrees that VC will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by VC will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) (3) not-for-profit corporation. VC shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide VC with a monthly report of all deposits and expenditures. VC will pay unto TSC an administrative fee per event. An agreement between VC and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. VC agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of VC officers complete with addresses and telephone numbers.

SECTION 11. VC shall notify City of all VC regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, VC will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by VC and for which VC desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. VC will provide City with an annual projected budget at the beginning of each new contract year (October 1). VC agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination VC's funds shall be returned to it by TSC and VC\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

VETERANS COUNCIL

By: _____
President Charlie Greer

TUPELO YOUTH SOCCER ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO YOUTH SOCCER ASSOCIATION (hereinafter "TYSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYSA, is an organization comprised of parents and children who participate in the City's soccer program. TYSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth soccer programs; and

WHEREAS, TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TYSA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYSA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TYSA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYSA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYSA.

SECTION 5. TSC will perform the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TYSA. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and TYSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TYSA, which will promote the activities, services and events of the TYSA as well as other associations and the City's recreational program in general.

SECTION 8. City and TYSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TYSA will pay a fee to TSC for marketing services based on the costs of the services to the particular association. All marketing proposals for TYSA must be approved by the City and TYSA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYSA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH SOCCER ASSOCIATION

By: _____
President Cory Fremont

TUPELO YOUTH SOCCER ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO YOUTH SOCCER ASSOCIATION (hereinafter “TYSA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth soccer program; and

WHEREAS, the TYSA, an organization comprised of parents of children who participate in the City’s youth soccer program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth soccer program; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TYSA and TYSA will provide assistance to the City through fundraising efforts which benefit the youth soccer programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYSA and TYSA to provide assistance to the City through fundraising efforts, which benefit the youth soccer programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2022 and ending on September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth soccer activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TYSA on all issues relating to the City soccer programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth soccer program.

SECTION 6. TYSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYSA agrees to obtain team sponsors for City youth soccer teams.

SECTION 9. TYSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the soccer program.

SECTION 10. TYSA agrees to operate concessions stand on City playing field at games during the designated youth soccer season and for any City-approved tournament games. TYSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYSA.

SECTION 11. TYSA agrees to provide a Director of Coaching for all soccer programs. The City agrees to pay TYSA a fee not in excess of \$10.00 per registered soccer player per season as compensation for the Director of Coaching.

SECTION 11. TYSA may sponsor and schedule youth soccer tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPR. The parties agree that all tournaments will have a Tournament Director approved by TPR and the Director.

Revenues derived by TYSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TYSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TYSA will retain all revenues derived from tournament, gate receipts and vendor services.

SECTION 12. All revenues derived by TYSA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. TYSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYSA with a monthly report of all deposits and expenditures. TYSA will pay unto TSC an administrative fee per event. An agreement between TYSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYSA agrees that all TYSA participants will be registered with the City via the TPR.

SECTION 14. TYSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYSA officers complete with addresses and telephone numbers.

SECTION 16. TYSA shall notify City of all TYSA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYSA and for which TYSA desires to give

the City for use at the City soccer facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TYSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it s option terminate this Agreement. Upon termination TYSA's funds shall be returned to it by TSC and TYSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO YOUTH SOCCER ASSOCIATION

By: _____
President Cory Fremont

**TUPELO YOUTH BASEBALL ASSOCIATION AND TUPELO SPORTS COUNCIL
AGREEMENT**

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter “TYBA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TYBA, is an organization comprised of parents and children who participate in the City’s baseball program. TYBA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth baseball programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TYBA desires to use TSC as a financial administrator for all monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for TYBA.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TYBA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TYBA to utilize TSC as a financial administrator and marketing organization for TYBA supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TYBA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TYBA. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TYBA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TYBA. Administrative and professional fees for these services will be shared by all City organizations. TSC will determine the amount FOP will pay for these services on an annual basis.

SECTION 6. TSC will provide City and TYBA with procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TYBA, which will promote the activities, services and events of the TYBA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TYBA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TYBA a percentage of marketing revenue associated with TYBA programs. The City and TYBA must approve all marketing proposals for TYBA prior to implementation of a marketing program.

SECTION 9. TSC may notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TYBA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO YOUTH BASEBALL ASSOCIATION

By: _____
President Chad Brown

TUPELO YOUTH BASEBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO YOUTH BASEBALL ASSOCIATION (hereinafter “TYBA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth baseball program; and

WHEREAS, the TYBA, an organization comprised of parents of children who participate in the City’s youth baseball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth baseball program; and

WHEREAS, both parties desire to enter into a written agreement whereby the City will provide administrative assistance to TYBA and TYBA will provide assistance to the City through fundraising efforts which benefit the youth baseball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TYBA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TYBA and TYBA to provide assistance to the City through fundraising efforts, which benefit the youth baseball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2022 and ending on September 30, 2023.

SECTION 3. The City will provide supervision and administration of all City youth baseball activities and functions.

SECTION 4. A City TPR Sports Director assigned by the Department Director will serve as the liaison between the City and TYBA on all issues relating to the City youth baseball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth baseball program.

SECTION 6. TYBA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TYBA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TYBA agrees to assist Sports Director to obtain team sponsors for City youth baseball teams.

SECTION 9. TYBA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the baseball program.

SECTION 10. TYBA agrees to operate concessions stand on City playing field at games during the designated youth baseball season and for any City-approved youth tournament games. TYBA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TYBA.

SECTION 11. TYBA may sponsor and schedule youth baseball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by Tupelo Parks and Recreation.

Revenues derived by TYBA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City approved tournaments, TYBA

agrees to provide volunteer support and, in exchange for such support, the City agrees that TYBA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TYBA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501(c) (3) not-for-profit corporation. TYBA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TYBA with a monthly report of all deposits and expenditures. TYBA will pay unto TSC an administrative fee per event. An agreement between TYBA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TYBA agrees that all TYBA participants will be registered with the City via the TPR.

SECTION 14. TYBA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TYBA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TYBA officers complete with addresses and telephone numbers.

SECTION 16. TYBA shall notify City of all TYBA regular meetings and a City representative will attend such meetings.

SECTION 17. Each October, TYBA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TYBA and for which TYBA desires to give the City for use at the City baseball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TYBA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TYBA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TYBA's funds shall be returned to it by TSC and TYBA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO YOUTH BASEBALL ASSOCIATION

By: _____
President Chad Brown

**TUPELO THERAPUETIC RECREATION ASSOCIATION AND TUPELO SPORTS COUNCIL
AGREEMENT**

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO THERAPUETIC RECREATION ASSOCIATION (hereinafter "TTRA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTRA, is an organization comprised of parents, children and senior citizens who participate in the City's therapeutic program. TTRA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth therapeutic recreation; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote sports and recreation activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TTRA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TTRA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TTRA to utilize TSC as a financial administrator and marketing organization for all sports and recreation associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTRA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTRA and other sports and recreation associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTRA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TTRA. Administrative and professional fees for the CPA services will be shared by all City sports and recreation organizations.

SECTION 6. TSC will provide City and TTRA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TTRA, which will promote the activities, services and events of the TTRA as well as other sports and recreation associations and the City's recreational program in general.

SECTION 8. City and TTRA may provide upon request an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TTRA a percentage of marketing revenue associated with TTRA programs. All marketing proposals for TTRA must be approved by the City and TTRA prior to implementation of a marketing program.

SECTION 9. TSC may notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTRA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event

General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO THERAPUETIC RECREATION ASSOCIATION

By: _____
President pat Clark

TUPELO THERAPEUTIC RECREATION ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO THERAPEUTIC RECREATION ASSOCIATION (hereinafter “TTRA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization which promotes and provides assistance in therapeutic recreation programs and activities carried out by City’s Department of Parks and Recreation; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TTRA and TTRA will provide assistance in therapeutic recreation programs, activities and Department special events which benefit special populations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTRA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTRA and TTRA to provide assistance in therapeutic recreation programs, activities and Department special events for the City.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2022 and ending on September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City-sponsored therapeutic activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TTRA on all issues relating to therapeutic recreation programs, activities and Department special events.

SECTION 5. The City will provide maintenance of all municipal facilities utilized for the therapeutic recreation programs and activities.

SECTION 6. TTRA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the therapeutic recreation programs and activities.

SECTION 7. TTRA will be allowed to collect registration fees for therapeutic recreation programs, rental of the Bel Air Center and Department special events. The fees will be used for the direct cost associated with the programs. All revenues derived from Association's sponsorship and fundraising activities are retained by Association.

SECTION 8. All revenues derived by TTRA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TTRA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTRA with a monthly report of all deposits and expenditures. TTRA will pay unto TSC an administrative fee per event. An agreement between TTRA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 9. TTRA agrees that all TTRA participants will be registered with the City via the TPR.

SECTION 10. TTRA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 11. TTRA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTRA officers complete with addresses and telephone numbers.

SECTION 12. TTRA shall notify City of all TTRA regular meetings and a City representative will attend such meetings.

SECTION 13. Each October, TTRA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTRA and for which TTRA desires to give the City for use at the City facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 14. TTRA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTRA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TTRA's funds shall be returned to it by TSC and TTRA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO THERAPEUTIC RECREATION
ASSOCIATION

By: _____
President Pat Clark

TUPELO TENNIS ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

Item # 24.

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO TENNIS ASSOCIATION (hereinafter “TTA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TTA, is an organization comprised of parents and children who participate in the City’s tennis program. TTA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth tennis programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TTA desire to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants in this agreement, the City, TTA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TTA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TTA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TTA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TTA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TTA. Administrative and professional fees for the services will be shared by all City organizations.

SECTION 6. TSC will provide City and TTA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TTA, which will promote the activities, services and events of the TTA as well as other associations and the City's recreational program in general.

SECTION 8. City and TTA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TTA a percentage of marketing revenue associated with FOP programs. All marketing proposals for TTA must be approved by the City and TTA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TTA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the

appropriate sports or recreation organization requiring the services, or in the case of general administration to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of

_____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO TENNIS ASSOCIATION

By: _____
President Daniel Pounders

TUPELO TENNIS ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO TENNIS ASSOCIATION (hereinafter “TTA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a tennis program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s tennis programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the tennis programs; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TTA and TTA will provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TTA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TTA and TTA to provide assistance to the City through fundraising efforts which benefit the tennis programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2022 and ending on September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision of all City tennis functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TTA on all issues relating to the City tennis programs and activities.

SECTION 5. The City will provide for and pay maintenance of all municipal facilities and tennis courts utilized for the tennis program.

SECTION 6. TTA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the tennis program.

SECTION 7. All revenues derived by TTA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. TTA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TTA with a monthly report of all deposits and expenditures. TTA will pay unto TSC an administrative fee per event. An agreement between TTA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 8. TTA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 9. TTA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TTA officers complete with addresses and telephone numbers.

SECTION 10. TTA shall notify City of all TTA regular meetings and a City representative may attend such meetings.

SECTION 11. Each October, TTA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TTA and for which TTA desires to give the City for use at the City tennis facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 12. TTA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TTA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 13. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination, TTA's funds shall be returned to TSC and TTA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO TENNIS ASSOCIATION

By: _____
President Daniel Pounders

TUPELO SKATE PARK ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SKATE PARK ASSOCIATION (hereinafter "TSPA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSPA, is an organization comprised of parents and children who participate in the City's skate program. TSPA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth skate park programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TSPA desires to use TSC as a financial administrator for all City associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City sports associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSPA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TSPA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSPA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSPA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSPA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TSPA. Administrative and professional fees for the services will be shared by all City sports organizations.

SECTION 6. TSC, will provide City and TSPA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TSPA, which will promote the activities, services and events of the TSPA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TSPA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TSPA a percentage of marketing revenue associated with TSPA programs. All marketing proposals for TSPA must be approved by the City and TSPA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSPA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SKATE PARK ASSOCIATION

By: _____
President Matt Robinson

TUPELO SKATE PARK ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO SKATE PARK ASSOCIATION (hereinafter “TSPA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a skate park program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s skatepark programs, provides assistance to the City through fundraising efforts and volunteer services which benefits the Skate park programs; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TSPA and TSPA will provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSPA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSPA and TSPA to provide assistance to the City through fundraising efforts which benefit the Skate park programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2022 and ending on September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City skatepark activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TSPA on all issues relating to the City skatepark programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TSPA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the skatepark program.

SECTION 7. TSPA agrees to operate concessions stands on City Skate Park at events. TSPA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TSPA.

SECTION 8. TSPA may sponsor and schedule skatepark tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TSPA-sponsored tournament.

Revenues derived by TSPA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City –sponsored tournaments, TSPA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSPA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 9. All revenues derived by TSPA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501(c) (3) not-for-profit corporation. TSPA shall deposit all funds into the TSC account. No deposits or changes of monies will be

handled through the Department of Parks and Recreation. TSC will provide TSPA with a monthly report of all deposits and expenditures. TSPA will pay unto TSC an administrative fee per event. An agreement between TSPA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TSPA agrees that all TSPA participants will be registered with the City via the TPR.

SECTION 11. TSPA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 12. TSPA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSPA officers complete with addresses and telephone numbers.

SECTION 13. TSPA shall notify City of all TSPA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 14. Each October, TSPA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSPA and for which TSPA desires to give the City for use at the City skatepark facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TSPA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TSPA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 16. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TSPA's funds shall be returned to it by TSC and TSPA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SKATE PARK ASSOCIATION

By: _____
President Matt Robinson

TUPELO SOFTBALL ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter "City"), TUPELO SOFTBALL ASSOCIATION (hereinafter "TSA") and the TUPELO SPORTS COUNCIL, INC. (hereinafter "TSC").

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TSA, is an organization comprised of parents and children who participate in the City's softball program. TSA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth softball programs; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TSA desires to use TSC as a financial administrator for all City sports associations' monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TSA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TSA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TSA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TSA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TSA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TSA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TSA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TSA, which will promote the activities, services and events of the TSA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TSA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay unto TSA a percentage of marketing revenue associated with TSA programs. All marketing proposals for TSA must be approved by the City and TSA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TSA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event

General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO SOFTBALL ASSOCIATION

By: _____
President David Webb

TUPELO SOFTBALL ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO SOFTBALL ASSOCIATION (hereinafter “TSA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) operates a youth softball program; and

WHEREAS, TSA, an organization comprised of parents of children who participate in the City’s youth softball program, provides assistance to the City through fundraising efforts and volunteer services which benefits the youth softball program; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TSA and TSA will provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TSA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TSA and TSA to provide assistance to the City through fundraising efforts which benefit the youth softball programs, facilities and activities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning on October 1, 2022 and ending September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City youth softball activities and functions.

SECTION 4. A City Parks and Recreation Department Sports Director assigned by the Department Director will serve as the liaison between the City and TSA on all issues relating to the City softball programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities and playing fields utilized for the youth softball program.

SECTION 6. TSA/City of Tupelo will not allow outside organizations the right to use city property to run/organize/promote a program that the City of Tupelo/TSA already offers.

SECTION 7. Any organization attempting to run/operate a program that is not offered by the City of Tupelo/Tupelo Parks and Recreation Department must be approved by the Tupelo Parks Advisory Board and the Director of Tupelo Parks and Recreation.

SECTION 8. TSA agrees to obtain team sponsors for City youth softball teams.

SECTION 9. TSA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the softball program.

SECTION 10. TSA agrees to operate concessions stand on City playing field at games during the designated youth softball season and for any City-approved tournament games. TSA must purchase and stock all concessions inventory and provide for staffing each concessions stand. All revenues derived from concessions are retained by TSA.

SECTION 11. TSA may sponsor and schedule youth softball tournaments, camps and clinics only with approval of the City. The parties agree that all tournaments will have a Tournament Director approved by TPRD. The parties agree that all tournaments will have a tournament Director approved by TPR and the Director will be compensated at the rate of \$25.00 an hour not to exceed \$600.00 per tournament.

Revenues derived by TSA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game

officials, fees, souvenirs, programs, security and awards. For all City-sponsored tournaments, TSA agrees to provide volunteer support and, in exchange for such support, the City agrees that TSA will retain all revenues derived from tournament fees, gate receipts and vendor services.

SECTION 12. All revenues derived by TSA will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) (3) not-for-profit corporation. TSA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TSA with a monthly report of all deposits and expenditures. TSA will pay unto TSC an administrative fee per event. An agreement between TSA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 13. TSA agrees that all TSA participants will be registered with the City via the TPR.

SECTION 14. TSA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 15. TSA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TSA officers complete with addresses and telephone numbers.

SECTION 16. TSA shall notify City of all TSA regular meetings and a City representative may attend such meetings.

SECTION 17. Each October, TSA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TSA and for which TSA desires to give

the City for use at the City softball facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 18. TSA will provide City with an annual projected budget at the beginning of each new contract year (October 1). TSA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 19. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TSA's funds shall be returned to it by TSC and TSA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SOFTBALL ASSOCIATION

By: _____
President David Webb

**TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION AND TUPELO SPORTS
COUNCIL AGREEMENT**

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter “TFJCA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TFJCA, is an organization comprised of members of TFJCA. TFJCA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the July Celebration; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TFJCA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TFJCA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TFJCA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TFJCA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TFJCA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TFJCA.

SECTION 5. TSC perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TFJCA. Administrative and professional fees will be shared by all City sports organizations.

SECTION 6. TSC will provide City and TFJCA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TFJCA, which will promote the activities, services and events of the TFJCA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TFJCA may provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TFJJCA a percentage of marketing revenue associated with TFJCA programs. All marketing proposals for TFJCA must be approved by the City and TFJCA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TFJCA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By: _____
President David Dillard

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO FOURTH OF JULY CELEBRATION ASSOCIATION (hereinafter “TFJCA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the City through its Parks and Recreation Department (“TPR”) offers a Fourth of July Celebration event; and

WHEREAS, the Association is an organization comprised of citizens who are members of TFJCA, provides assistance to the City through fundraising efforts and volunteer services which benefits this event; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TFJCA and TFJCA will provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TFJCA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TFJCA and TFJCA to provide assistance to the City through fundraising efforts which benefit this event, facilities and activities.

SECTION 2. The term of this Agreement shall be from October 1, 2022 and ending on September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TFJCA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TFJCA will assist the City by raising funds not specifically budgeted by the City special projects, programs, and equipment to benefit the event program.

SECTION 7. TFJCA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TFJCA.

SECTION 8. TFJCA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by TFJCA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TFJCA agrees to provide volunteer support and, in exchange for such support, the City agrees that TFJCA will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by TFJCA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) (3) not-for-profit corporation. TFJCA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TFJCA with a monthly report of all deposits and expenditures. TFJCA will pay unto TSC an administrative fee per event. An agreement between TFJCA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. TFJCA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TFJCA officers complete with addresses and telephone numbers.

SECTION 11. TFJCA shall notify City of all TFJCA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, TFJCA will provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TFJCA and for which TFJCA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. TFJCA will provide City with an annual projected budget at the beginning of each contract year (October 1). TFJCA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TFJCA's funds shall be returned to it by TSC and TFJCA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO FOURTH OF JULY CELEBRATION
ASSOCIATION

By: _____
President David Dillard

TUPELO DISC GOLF ASSOCIATION AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO DISC GOLF ASSOCIATION (hereinafter “TDGA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TDGA, is an organization comprised of parents and children who participate in the City’s disc golf program. TDGA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth Disc Golf programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TDGA desires to use TSC as a financial administrator for all City sports associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TDGA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TDGA to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TDGA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TDGA and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TDGA.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and TDGA. Administrative and professional fees for the services will be shared equally by all City sports organizations.

SECTION 6. TSC will provide City and TDGA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TDGA, which will promote the activities, services and events of the TDGA as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TDGA will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TDGA a percentage of marketing revenue associated with TDGA programs. All marketing proposals for TDGA may be approved by the City and TDGA prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TDGA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

TUPELO DISC GOLF ASSOCIATION

By: _____
President Sean Portilla

TUPELO DISC GOLF ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day be and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO DISC GOLF ASSOCIATION (hereinafter “TDGA”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the city through its Parks and Recreation Department (“TPR”) operates a disc golf program; and

WHEREAS, the Association is an organization comprised of citizens who participate in the City’s Disc Golf programs, provides assistance to the city through fundraising efforts and volunteer services which benefits the Disc Golf programs; and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TDGA and TDGA will provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TDGA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the city to provide administrative assistance to TDGA and TDGA to provide assistance to the City through fundraising efforts which benefit the Disc Golf programs, facilities and activities.

SECTION 2. The term of this Agreement shall be from one (1) year beginning on October 1, 2022 and ending on September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City Disc Golf activities and functions.

SECTION 4. A City Parks and Recreation Department Director assigned by the Department Director will serve as the liaison between the City and TDGA on all issues relating to the City Disc Golf programs and activities.

SECTION 5. The city will provide maintenance of all municipal facilities.

SECTION 6. TDGA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the Disc Golf program.

SECTION 7. TDGA agrees to operate concessions stands on City Disc Golf at events. TDGA must purchase and stock all concessions inventory and provide for staffing of each concessions stand. All revenues derived from concessions are retained by TDGA.

SECTION 8. TDGA may sponsor and schedule Disc Golf tournaments, camps, clinics and/or lessons only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator at any TDGA-sponsored tournament.

SECTION 9. Revenues derived by TDGA from tournament entry fees will be used to cover expenses associated with conducting such tournament including but not limited to: tournament and game officials, fees, souvenirs, programs, security and awards. For all City – sponsored tournaments, TDGA agrees to provide volunteer support and, in exchange for such support, the City agrees that TDGA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TDGA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation.

TDGA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide TDGA with a monthly report of all deposits and expenditures. TDGA will pay unto TSC an administrative fee per event. An agreement between TDGA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TDGA agrees that all TDGA participants will be registered with the City via the TPR.

SECTION 12. TDGA agrees that all Board Members, Head Coaches, Assistant Coaches, Officials, and Volunteers will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TDGA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TDGA officers complete with addresses and telephone numbers.

SECTION 14. TDGA shall notify City of all TDGA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 15. Each October, TDGA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TDGA and for which TDGA desires to give the City for use at the City Disc Golf facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 16. TDGA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TDGA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 17. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement. Upon termination TDGA's funds shall be returned to it by TSC and TDGA\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO DISC GOLF ASSOCIATION

By: _____
President Sean Portilla

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), FRIENDS OF THE PARK (hereinafter “TCMA”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TCMA, is an organization comprised of members of TCMA. TCMA provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501(c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TCMA desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TCMA and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TCMA to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TCMA.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TCMA and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TCMA.

SECTION 5. TSC will perform the actual financial transactions and will provide all financial reports, documents, etc. to the City, TSC and TCMA. Administrative and professional fees for the services will be shared by all City organizations.

SECTION 6. TSC will provide City and TCMA within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TCMA, which will promote the activities, services and events of the TCMA as well as other associations and the City's recreational program in general.

SECTION 8. City and TCMA may provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TCMA a percentage of marketing revenue associated with TCMA programs. All marketing proposals for TCMA must be approved by the City and TCMA prior to implementation of a marketing program.

SECTION 9. TCMA will notify TSC and City of its regular meetings and special called meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TCMA's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the

appropriate sports or recreation organization requiring the services, or in the case of general administration to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

CITY MUSEUM ASSOCIATION

By: _____
President Boyd Yarbrough

TUPELO CITY MUSEUM ASSOCIATION AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO CITY MUSEUM ASSOCIATION (hereinafter “TCMA”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of TCMA, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to TCMA and TCMA will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and TCMA mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to TCMA and TCMA to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2022, and ending on September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and TCMA on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. TCMA will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. TCMA agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by TCMA.

SECTION 8. TCMA may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

SECTION 9. Revenues derived by TCMA from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, TCMA agrees to provide volunteer support and, in exchange for such support, the City agrees that TCMA will retain all revenues derived from gate receipts and vendor services.

SECTION 10. All revenues derived by TCMA will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. TCMA shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC may provide TCMA with a monthly report of all deposits and expenditures. TCMA will pay unto TSC an administrative fee per event. An agreement between TCMA and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 11. TCMA agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of TCMA officers complete with addresses and telephone numbers.

SECTION 12. TCMA shall notify City of all TCMA regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 13. Each October, TCMA may provide to City a list of goals, projects and/or objectives for the coming year. Any item purchased by TCMA and for which TCMA desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 14. TCMA may provide City with an annual projected budget at the beginning of each new contract year (October 1). TCMA agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 15. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination TCMA's funds shall be returned to it by TSC and TCMA shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

CITY MUSEUM ASSOCIATION

By: _____
President Boyd Yarbrough

TUPELO AQUATIC GROUP AND TUPELO SPORTS COUNCIL AGREEMENT

Item # 24.

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), TUPELO AQUATIC GROUP (hereinafter “TAG”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the TAG, is an organization comprised of parents and children who participate in the City’s swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and TAG desires to use TSC as a financial administrator for all City sports associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, TAG and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and TAG to utilize TSC as a financial administrator and marketing organization for all sports associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and TAG.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from TAG and other sports associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and TAG.

SECTION 5. TSC will utilize a certified professional accountant or firm to handle the actual financial transactions and to provide all financial reports, documents, etc. to the City, TSC and TAG. Professional fees for the CPA services will be shared equally by all City sports organizations.

SECTION 6. TSC, with the assistance of the CPA, will provide City and TAG within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and TAG, which will promote the activities, services and events of the TAG as well as other sports associations and the City's recreational program in general.

SECTION 8. City and TAG may provide upon request an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to TAG a percentage of marketing revenue associated with TAG programs. All marketing proposals for TAG must be approved by the City and TAG prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and will allow a City representative to attend such meetings. Under TSC by-laws, TAG's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the

appropriate sports or recreation organization requiring the services, or in the case of general administration to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

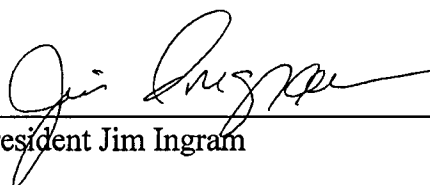
October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By:  _____
President Jim Ingram

TUPELO AQUATIC GROUP

By: _____
President Ann Blair Huffman

TUPELO AQUATIC GROUP AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the TUPELO AQUATIC GROUP (hereinafter “TAG”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the city through its Parks and Recreation Department (“TPR”) operates a youth swimming program; and

WHEREAS, the TAG, is an organization comprised of parents and youth who participate in the City’s swimming program. TAG provides financial assistance to the City through fundraising efforts and volunteer services, which benefits the youth swimming programs; and

WHEREAS, the City of Tupelo owns Tupelo Aquatic Center and operates a youth swimming program for the citizens of Tupelo; and

WHEREAS, both parties desire to enter into a written agreement whereby the city will provide administrative assistance to TAG and TAG will provide assistance to the City through fundraising efforts which benefit the city’s swimming programs and facilities.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this Agreement, the City, and TAG mutually agree as follows:

SECTION 1. The purpose of the Agreement is to define the terms for the City to provide administrative assistance to TAG and TAG to provide financial assistance to the City through its fundraising efforts for the benefit of the City’s swimming programs, services and facilities.

SECTION 2. The term of this Agreement shall be for one (1) year beginning October 1, 2022 and ending September 30, 2023.

SECTION 3. The City shall provide supervision and administration of all City swimming activities, programs and events.

SECTION 4. A City Parks and Recreation Department Aquatics Director assigned by the Department Director shall serve as the liaison between the City and TAG on all issues relating to the City's swimming programs and activities.

SECTION 5. City will provide maintenance of Tupelo Aquatic Center.

SECTION 6. TAG will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the swim program.

SECTION 7. TAG may sponsor and schedule swim meets, practices, and clinics only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the facilities coordinator at any TAG-sponsored event.

SECTION 8. TAG will manage the registration of their aquatic programs on a yearly basis. They will be responsible for collecting applications and fee.

SECTION 9. Both parties acknowledge that TAG will pay a facilities.

SECTION 10. Revenues derived by TAG from swim meet entry fees will be used to cover expenses associated with conducting such swim meet including but not limited to: swim meet officials, fees, souvenirs, programs, security and awards. For all City-sponsored swim meets, TAG agrees to provide volunteer support and, in exchange for such support, the City agrees that TAG will retain all revenues derived from entry fees, gate receipts and vendor services.

SECTION 11. All revenues derived by TAG will be deposited into a special account administered by the Tupelo Sports Council ("TSC"), a 501 (c) 3 not-for-profit corporation. TAG shall deposit all funds into the TSC account. No deposits or changes of monies will be handled

through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. TAG will pay unto TSC an administrative fee per event. An agreement between TAG and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 12. TAG is a certified affiliate of USA Swimming and shall maintain liability insurance coverage as provided to it through such affiliation and shall assure the City that at all time during which it uses the pool it will follow reasonable practices as required by USA Swimming so as to assure the safety of all participants.

SECTION 13. TAG agrees that all TAG participants will register with the city via the Tupelo Parks and Recreation Department.

SECTION 12. TAG agrees that all Board Members, Head Coaches, Assistant Coaches, and Officials will be required to have a Criminal Background check in accordance with City of Tupelo Department of Parks and Recreation Policies and Procedures Manual Section 5515.

SECTION 13. TAG agrees to provide City with a current constitution, by-laws, pertinent tax information; policies and procedures information and a list of TAG officers complete with addresses and phone numbers.

SECTION 14. Each October, TAG may provide to City upon request a list of goals, projects and/or objectives for the coming year. Any item purchased by TAG and for which TAG desires to give to the City for use at the City swimming facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 15. TAG may provide City upon request an annual projected budget at the beginning of each new contract year (October 1). TAG agrees to allow TSC to provide City with a monthly financial statement.

SECTION 16. TAG and City agree to provide approved lifeguards on deck as per the industry standard during non-pool hours.

SECTION 17. TAG shall notify City of all TAG regular meetings and a City representative may attend such meetings.

SECTION 18. TAG agrees to secure all entrances to the pool facility during non-pool hours and while using the pool for TAG activities.

SECTION 19. TAG agrees to be a member of the Tupelo Sports Council (TSC) and upon request provide an annual list of goals/objectives and a projected budget for its marketing activities to the City and TSC. TSC will pay to TAG a percentage of marketing revenue associated with TAG programs. All marketing proposals for TAG must be approved by the City prior to implementation of a marketing program.

SECTION 20. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO AQUATIC GROUP

By: _____
President Ann Blair Huffman

FRIENDS OF THE PARK AND TUPELO SPORTS COUNCIL AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”), FRIENDS OF THE PARK (hereinafter “FOP”) and the TUPELO SPORTS COUNCIL, INC. (hereinafter “TSC”).

WHEREAS, the city desires to provide wholesome and healthful recreation to all citizens through its Parks and Recreation programs, services and facilities; and

WHEREAS, the FOP, is an organization comprised of members of FOP. FOP provides financial assistance to the City through fundraising efforts and volunteer services, which benefits all the parks; and

WHEREAS, the TSC is a 501 (c) (3) corporation created for charitable purposes to promote youth sports activities and recreation within the City and to serve as a fundraising mechanism for all sports and recreational activities associated with the City; and

WHEREAS, because of its incorporation as a 501 (c) (3) charitable organization, the City and FOP desires to use TSC as a financial administrator for all City associations’ monies; and

WHEREAS, all parties desire TSC to serve as the primary marketing organization for all City associations.

NOW, THEREFORE, for and in consideration of the foregoing premised and terms, conditions and covenants in this agreement, the City, FOP and TSC mutually agree as follows:

SECTION 1. The purpose of the Agreement is for the City and FOP to utilize TSC as a financial administrator and marketing organization for all associations supervised by the City through its Department of Parks and Recreation.

SECTION 2. The term of this Agreement shall be from October 1, 2022 and ending September 30, 2023.

SECTION 3. TSC agrees to provide written documentation of its articles of incorporation, bylaws and non-profit status to City and FOP.

SECTION 4. TSC will be authorized to maintain a primary bank account for the deposit and disbursement of funds received from FOP and other associations. Such account shall be established at a bank approved by the TSC Board of Directors. TSC will provide a monthly financial statement to City and FOP.

SECTION 5. TSC will perform the actual financial transactions and provide all financial reports, documents, etc. to the City, TSC and FOP. Administrative and professional fees for these services will be shared by all City sports organizations. TSC will determine the amount FOP will pay for these services on an annual basis.

SECTION 6. TSC will provide City and FOP within procedural guidelines as to how monies will be received and disbursed. Such guidelines will also include responsibilities for reporting, preparation of legal/financial documents, etc.

SECTION 7. TSC agrees to provide marketing services to City and FOP, which will promote the activities, services and events of the FOP as well as other associations and the City's recreational program in general.

SECTION 8. City and FOP will provide an annual list of marketing goals/objectives to TSC as well as a projected budget for its marketing activities. TSC will pay to FOP a percentage of marketing revenue associated with FOP programs. All marketing proposals for FOP must be approved by the City and FOP prior to implementation of a marketing program.

SECTION 9. TSC will notify City of its regular meetings and special called meetings and will allow a city representative to attend such meetings. Under TSC by-laws, FOP's current President will be member of TSC's board of directors.

SECTION 10. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating party and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at its option terminate this Agreement.

SECTION 11. City parks and recreation personnel provide administrative, liaison, maintenance, tournament and events services to TSC and all of its sports and recreation organizations. In addition to these services, expenses for training, travel and cellular phone costs are incurred by City. City will invoice these costs to TSC, and TSC will pay these amounts to the City on a quarterly basis. TSC will apportion these costs to the appropriate sports or recreation organization requiring the services, or in the case of general administrative costs to TSC, to all the organizations as determined by TSC. Since the amount of these costs will be dependent on the number of tournaments, events and activities for the upcoming year, the previous year's costs will be used to establish estimated budget amounts for the purposes of this agreement each October 1.

Budget		Quarterly Fee
Tournament	\$35,000	\$600 per tournament
Events	\$5,000	\$150 per event
General Administration	\$20,000	\$5,000 per quarter
Travel	\$25,000	Actual Cost
Training	\$7,500	Actual Cost
Telephone	\$2,500	Actual Cost

October 1, 2022 to September 30, 2023

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____
_____ day of _____ 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

TUPELO SPORTS COUNCIL, INC.

By: _____
President Jim Ingram

FRIENDS OF THE PARK

By: _____
President Melanie Kight

EXHIBIT A

October 1, 2022 to September 30, 2023

Tournament, Event and Activity Direction	\$35,000
General Administration	15,000
Travel	25,000
Training	7,500
Telephone	2,500

FRIENDS OF THE PARK AND CITY OF TUPELO AGREEMENT

THIS AGREEMENT entered into this day by and between the CITY OF TUPELO, MISSISSIPPI (hereinafter “City”) and the FRIENDS OF THE PARK (hereinafter “FOP”).

WHEREAS, the City desires to provide wholesome and healthful recreation to all citizens of the municipality; and

WHEREAS, the Association is an organization comprised of citizens who are members of FOP, provides assistance to the City through fundraising efforts and volunteer services which benefits the Parks and Recreation Department (“TPR”); and

WHEREAS, both parties’ desires to enter into a written agreement whereby the City will provide administrative assistance to FOP and FOP will provide assistance to the City through fundraising efforts which benefit all the parks.

NOW, THEREFORE, for and in consideration of the foregoing premises and terms, conditions and covenants contained in this agreement, the City and FOP mutually agree as follows:

SECTION 1. The purpose of this Agreement is for the City to provide administrative assistance to FOP and FOP to provide assistance to the City through fundraising efforts which benefit all the parks.

SECTION 2. The term of this Agreement shall be from October 1, 2022, and ending on September 30, 2023.

SECTION 3. The City of Tupelo will provide supervision and administration of all City event activities and functions.

SECTION 4. A City Parks and Recreation Department Recreation Director assigned by the Department Director will serve as the liaison between the City and FOP on all issues relating to the event programs and activities.

SECTION 5. The City will provide maintenance of all municipal facilities.

SECTION 6. FOP will assist the City by raising funds not specifically budgeted by the City for special projects, programs, and equipment to benefit the parks.

SECTION 7. FOP agrees to operate concessions stands and vendor revenue. All revenues derived from concessions are retained by FOP.

SECTION 8. FOP may sponsor this event only with the approval of the City. The parties agree that a member of the City Parks and Recreation staff must serve as the Facilities Coordinator.

Revenues derived by FOP from event will be used to cover expenses associated with conducting such event including but not limited to: fees, souvenirs, programs, security and awards. For all City –sponsored events, FOP agrees to provide volunteer support and, in exchange for such support, the City agrees that FOP will retain all revenues derived from gate receipts and vendor services.

SECTION 9. All revenues derived by FOP will be deposited into a special account administered by the Tupelo Sports Council (“TSC”), a 501 (c) 3 not-for-profit corporation. FOP shall deposit all funds into the TSC account. No deposits or changes of monies will be handled through the Department of Parks and Recreation. TSC will provide FOP with a monthly report of all deposits and expenditures. FOP will pay unto TSC an administrative fee per event. An agreement between FOP and TSC is attached to this Agreement as Exhibit A and is incorporated by reference.

SECTION 10. FOP agrees to provide City with a current constitution, by-laws, policies and procedures information and a list of FOP officers complete with addresses and telephone numbers.

SECTION 11. FOP shall notify City of all FOP regular meetings and special called meetings and a City representative may attend such meetings.

SECTION 12. Each October, FOP may provide to the City a list of goals, projects and/or objectives for the coming year upon request. Any item purchased by FOP and for which FOP desires to give the City for use at the facilities shall be formally donated to the City at the end of each contract year (September 30) and approved by the Tupelo City Council.

SECTION 13. FOP may provide the City with an annual projected budget at the beginning of each new contract year (October 1) upon request. FOP agrees to allow TSC to provide City with a monthly financial statement as provided in Exhibit A of this Agreement.

SECTION 14. In the event either party violates the terms of this Agreement, the non-violating party shall give notice of such violation to the violating part and if the violation is not corrected within ten (10) days of such notification, the non-violating party may at it's option terminate this Agreement. Upon termination FOP's funds shall be returned to it by TSC and FOP\ shall not conduct fundraising activities on City property unless and until a new agreement is entered into.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordan

FRIENDS OF THE PARK

By: _____
President Melanie Kight

CONTRACT FOR NORTHEAST MISSISSIPPI UMPIRE ASSOCIATION

THIS CONTRACT entered into this day by and between the City of Tupelo, Mississippi (hereinafter referred to as “City”), and the Northeast Mississippi Umpire Association (hereinafter referred to as (“NEMUA”).

City hereby retains the services of NEMUA to provide umpires and scorekeepers for all City of Tupelo adult and youth league softball games and all City-sponsored weekend tournament games for a term commencing on October 1, 2020 and ending on September 30, 2021.

City agrees to pay NEMUA the amount of (\$25.00) per umpire for each youth and adult slow pitch game and (\$35.00) per umpire for each youth fast pitch game, and (\$15.00) per scorekeepers for each game, this includes the assignment fee, worked during the term of this contract. If an official has to work a game by him or her self, he or she will be paid a game and a half. One check made payable to NEMUA will be issued by the City on the day after each City Council meeting during the term of this contract. NEMUA agree to provide a request for payment to the City of Tupelo Budget and Accounting office by the Tuesday preceding each regularly scheduled City Council meeting during the term of this contract.

City agrees to provide NEMUA with a schedule for league games at least one (1) week prior to season opener and one (1) week prior to any City sponsored weekend tournament. NEMUA agrees that all umpires must report for duty fifteen (15) minutes prior to game time.

As additional consideration for this contract, NEMUA agrees to abide by all City of Tupelo ordinances, policies and safety requirements. NEMUA agrees that all officials assigned to work local league games will sign a criminal background check authorization form. NEMUA further agrees to hold harmless the City of Tupelo from any claim for damages or injuries

resulting from said provision of professional services. Dated this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

By: _____
Mayor Todd Jordon

NORTHEAST MISSISSIPPI UMPIRE
ASSOCIATION

By: _____
President Davey Cole



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Cadence Bank Arena

DATE October 26, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES
OF SEPTEMBER 26, 2022 AND SPECIAL CALLED MEETING OF
SEPTEMBER 29, 2022 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF SEPTEMBER 26, 2022 AND SPECIAL
CALLED MEETING OF SEPTEMBER 29, 2022



Tupelo Coliseum Commission
Regular Meeting Minutes
September 26, 2022

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, September 26, 2022 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Nat Grubbs
Vice-Chair Neal McCoy
Commissioner- Mike Armour
Commissioner- Jason Hayden
Commissioner- Darrell Marecle
Commissioner- Yvette Crump
Commission Secretary-Cindy Murphy

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick –Executive Director -BancorpSouth Arena and Conference Center

Chair- Nat Grubbs called the meeting to order at 3:00 p.m.

Approval of Minutes from August 15, 2022 Regular Meeting Minutes

Commissioner Jason Hayden made a motion to approve the minutes from August 15, 2022, as written seconded by Commissioner Mike Armour. All commission members voting aye, the motion passed.

Financial Report

Kevan Kirkpatrick discussed the financial report.

New Business

Nat thanked everyone for his time served as Chairman and asked for nominations for a new Chairman. Vice-Chair Neal McCoy made a motion to nominate Commissioner Jason Hayden, seconded by Commission Secretary Cindy Murphy. All commission members voting aye, the motion passed.

Surplus Old Phone Systems-The City converted phones systems from AT&T to C-Spire. Commissioner Yvette Crump made a motion to approve, seconded by Vice-Chair Neal McCoy. All commission members voting aye, the motion passed.

Surplus Old POS Systems-We purchased a new POS System and our old equipment was obsolete. Commissioner Jason Hayden made a motion to approve, seconded by Commissioner Mike Armour. All commission members voting aye, the motion passed.

Trade Agreement Approval with Mississippi State University- Contract is still being reviewed by City's legal Department and once this is complete we will have a special called meeting by email.

Director's Report

Kevan began with giving us an update on the Assistant Director search. We received 35 applications, none with the experience we are looking for. We will start the search process over within the next few weeks.

Concourse Floor update, everything is on schedule and we should be complete next week.

Chiller and Ice Plant update- we will start making ice next week.

Cadence Bank Arena Name change will be official on October 11th, and a press release will go out then.

Kevan gave us an update of past events. We had Brantley Gilbert and Jelly Roll on August 26th, with over 7,800 people attending. Dru Hill, Tamar Braxton, and Silk on September 3rd, 911 Stair Climb on September 10th and 41 meeting room events.

Kevan also updated us on upcoming events. Tupelo Fair will be here September 29th-October 2nd, Disney on Ice will be October 14th- October 16th and we have 24 meeting events.

Kevan will be traveling to IEBA Conference in Nashville from October 9th- October 12th

Old Business:

None was discussed

Beverage Approval:

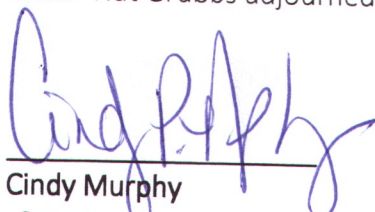
None was discussed

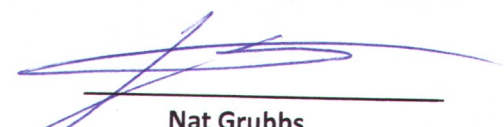
Check Approval:

Chair- Nat Grubbs asked for a motion to approve the checks from August. Commission Secretary Cindy Murphy made a motion to approve, seconded by Commissioner Jason Hayden. All commissioners voted aye; the motion passed.

Adjournment:

Chair- Nat Grubbs adjourned the meeting at approximately 3:30 p.m.


Cindy Murphy
Secretary


Nat Grubbs
Chair

Tupelo Coliseum Commission
Special Called Meeting
September 29, 2022

Be it known the Tupelo Coliseum Commission did hold a Special Called Meeting via email September 29, 2022.

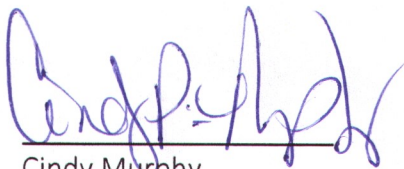
Chair Jason Hayden
Vice-Chair Neal McCoy
Commissioner Nat Grubbs
Commissioner Jessica Hollinger
Commissioner Darrell Marecle
Commissioner Mike Armour
Commission Secretary Cindy Murphy

Representatives of the City of Tupelo :
Kevan Kirkpatrick –Executive Director -BancorpSouth Arena and Conference Center

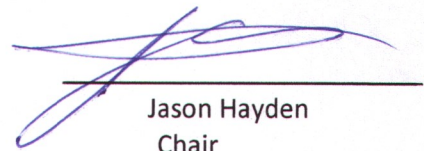
Equipment Use Agreement Between Tupelo Coliseum Commission and Mississippi State University.

MSU will use our basketball court from October 1, 2022- March 31, 2023. In exchange for such use, the User agrees to pay the cost of having court sanded and repainted with Cadence Bank Arena layout.

Commissioner Mike Armour made a motion to approve, seconded by Commissioner Darrell Marecle. All commissioner members voted Aye, the motion passed.



Cindy Murphy
Secretary



Jason Hayden
Chair



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE October 26, 2022
SUBJECT: IN THE MATTER OF AWARD OF BID # 2022-036WL JT

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, November 1, 2022:

Bid No. 2022-036WL – Sale of 1995 Ditch Witch JT820 Boring Machine w/Trailer (S/N 2M810) to the highest qualified bid submitted by J.J. Merchant in the amount of \$7,777.77.

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION - LED LUMINAIRES
BID NO. 2022-036WL
OCTOBER 13, 2022

Item	Product	Vendors		
		JJ Merchant	Jeff Martin	TRS Utilities
1	Sale of 1995 Boring Machine w/Trailer	\$7,777.77	\$3,579.00	\$2,400.00

Minute Entry Sign Up Sheet

Date: 10/13/2022Time: 10:00 AMBid # 2022-036 WLDepartment: TW&LBID# 2022-036 WL 1995 BORING MACHINE
W/TRAILER

Project:

Attendance

Company

Sam Blasing

TWL

Mike Ballou

COT

John H.

COT

Jennifer Sheneper

COT

LEGAL NOTICE

CITY OF TUPELO

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, PO Box 1485, Tupelo, MS 38802-1485; 71 East Troy, Tupelo, MS 38804 until 10:00 a.m. Thursday, October 13, 2022, for the sale of the following:

Bid No. 2022-036WL

1995 Ditch Witch JT820 Boring Machine w/Trailer, S/N 2M1810



Electronic bids may also be submitted at www.tupelomsbids.com.

If you have any questions regarding this equipment or would like to set up an appointment to view this equipment, you may contact Tommy Monts with Tupelo Water and Light at 662-841-6463 or via email at tommy.monts@tupeloms.gov.

CITY OF TUPELO
PURCHASING
JENNIFER SHEMPERT
662-841-6456
Jennifer.Shempert@tupeloms.gov

Please run the legal ad stated above on September 23, 2022, and again on September 30, 2022.

Machine w/Trailer, S/N 2M1810

Item # 26.

I bid a total of 2,400.00

TRS Utilities LLC

Brandon Seale

662-380-2699

TRS Utilities LLC



October 13, 2022

Tupelo Water & Light

"Bid No. 2022-036WL"

Bid Due: Thursday October 13, 2022@ 10 AM"

City Hall-1st Floor

71 East Troy St.

Tupelo, MS 38804

We would like to submit a bid on the following items:

1. 1995 Ditch Witch JT820 Boring Machine w/Trailer SN 2M1810 \$ 7,777.77

Please email the bid results whether we are high bidder or not, jim@jjmerchant.com

Thanks,

James Durham

601.606.3022

PLEASE NOTE- we are a dealer in the state of Mississippi and dealer name is still Lynn's Enterprise, LLC., in the event titles to be assigned as Lynn's Enterprise, LLC. the address is same as JJ Merchant.

ATTENTION: IF YOUR SURPLUS HAS AGENCY DECALS, please allow us to remove, we have an air operated Wurth Eraser tool that cost \$800, it will remove decals without damaging paint, your item will be transported to our location and we can send photos of the decals removed!



October 6, 2022

City of Tupelo
P.O. Box 1485
Tupelo, MS 38802

To Whom it May Concern:

Thank you for allowing Jeff Martin Auctioneers, Inc. the opportunity to present our proposal on Tupelo Water & Light's surplus up for bid. Jeff Martin Auctioneers would like to bid on the following item.

1995 Ditch Witch JT820 Boring Machine w/ Trailer
#2M1810 \$ 3,579.00

Best Regards,

A handwritten signature in black ink, appearing to read "Brian Jasper", with a stylized flourish at the end.

Brian Jasper
Jeff Martin Auctioneers



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE October 26, 2022

SUBJECT: IN THE MATTER OF REQUEST FOR REJECTION OF BID NO. 2022-039WL
(CONCRETE POLES) **JT**

Request:

I respectfully request that you reject bid number 2022-039WL Concrete Poles (12 Month Supply Bid). We did not receive any bid responses. These items will be rebid as soon as possible.

**TUPELO WATER & LIGHT DEPARTMENT
 BID TABULATION
 BID NO. 2022-039WL
 OCTOBER 13, 2022**

		Vendors	
Item	Product		
	Concrete Poles (12 Month Supply Bid)	No Bids Received	
1	30' (Class 1)		
2	35' (Class 1)		
3	40' (Class 1)		
4	45' (Class 1)		
5	50' (Class 1)		
6	55' (Class 1)		
7	60' (Class 1)		
8	65' (Class 1)		

Minute Entry Sign Up Sheet

Date: 10/13/2022

Time: 10:00 AM

Bid # 2022-039WL

Department: TW&L

BID# 2022-039WL CONCRETE POLES 12 MONTH

Project:

Attendance

Company

Sam Bassin

Two

Frank Dillard

001

Ernst Schramm

007

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**PRE-STRESSED SPUN CONCRETE POLES
12 MONTH SUPPLY BID
Bid # 2022-039WL**

until 10:00 o'clock A.M. local time on Thursday, October 13, 2022.

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

**Jennifer Shempert
Purchasing Clerk**

**Publishing Dates: September 27, 2022
October 4, 2022**

TUPELO
AN ALL-AMERICA CITY

TUPELO
AN ALL-AMERICA CITY

Hi, Jennifer

2022-039WL Pre-Stressed Spun Concrete Poles- 12 Month Supply Bid

[My Dashboard](#)

Tupelo, MS (T-NR-E)

[Details](#)
[Specs](#)
[Addenda](#)
[Plan Holders](#)
[Activity](#)

[View Bids](#)Sort by **Time Received**

☐ Time Received
☐ Company Name

[View Log](#) [Print List](#)

Oct 13, 2022 9:53am CDT
Oct 13, 2022
9:53am CDT
Retracted
StressCrete Group
Uploaded by: Cadi Sanford
9200 Energy Lane Northport, AL 35476
205-339-0711
[Contact Bidder for questions](#)

[Have a question?](#)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE October 26, 2022

SUBJECT: IN THE MATTER OF BID AWARD 2022-040WL WATER MATERIALS (6 MONTH SUPPLY BID) **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, November 1, 2022:

Bid No. 2022-040WL – Water Materials (6 Month Supply Bid) to the low qualified bids as indicated on the attached bid tabulation.

TUPELO WATER & LIGHT DEPARTMENT**BID TABULATION - WATER MATERIALS (6 MONTH SUPPLY BID)****BID NUMBER 2022-040WL****OCTOBER 20, 2022**

Item # 28.

ITEM	Product	Vendors	
		Consolidated Pipe	Southern Pipe
1	¾ x 3 Repair Clamp	\$7.00	\$8.10
2	¾ x 6 Repair Clamp	\$13.00	\$14.45
3	1 x 3 Repair Clamp	\$8.00	\$8.40
4	1 x 6 Repair Clamp	\$14.00	\$15.35
5	1½ x 3 Repair Clamp	\$8.50	\$9.30
6	1½ x 6 Repair Clamp	\$16.00	\$15.95
7	1¼ x 3 Repair Clamp	\$8.00	\$9.10
8	1¼ x 6 Repair Clamp	\$15.00	\$16.16
9	2 x 3 Repair Clamp	\$9.50	\$12.05
10	2 x 6 Repair Clamp	\$18.50	\$21.75
11	2 x 12 Repair Clamp	\$38.25	\$45.91
12	3 x 12 Emergency Clamp	\$119.00	No Bid
13	4 x 12 Emergency Clamp	\$127.00	No Bid
14	6 x 12 Emergency Clamp	\$171.00	No Bid
15	6 x 18 Emergency Clamp	\$244.00	No Bid
16	8 x 12 Emergency Clamp	\$179.00	No Bid
17	8 x 18 Emergency Clamp	\$305.00	No Bid
18	10 x 12 Emergency Clamp	\$229.00	No Bid
19	10 x 18 Emergency Clamp	\$378.00	No Bid
20	12 x 12 Emergency Clamp	\$276.00	No Bid
21	12 x 18 Emergency Clamp	\$450.00	No Bid
22	4" Tapping Valve - Less Acc	\$910.00	No Bid
23	6" Tapping Valve - Less Acc	\$1,286.00	No Bid
24	8" Tapping Valve - Less Acc	\$1,910.00	No Bid
25	10" Tapping Valve - Less Acc	\$2,881.00	No Bid
26	12" Tapping Valve - Less Acc	\$4,352.00	No Bid
27	6 x 4 Tapping Tee	\$1,630.00	No Bid
28	6 x 6 Tapping Tee	\$1,630.00	No Bid
29	8 x 4 Tapping Tee	\$1,995.00	No Bid
30	8 x 6 Tapping Tee	\$1,995.00	No Bid
31	8 x 8 Tapping Tee	\$2,167.00	No Bid
32	10 x 4 Tapping Tee	\$3,948.00	No Bid
33	10 x 6 Tapping Tee	\$3,948.00	No Bid
34	10 x 8 Tapping Tee	\$4,208.00	No Bid
35	10 x 10 Tapping Tee	\$4,290.00	No Bid
36	12 x 4 Tapping Tee	\$3,962.00	No Bid
37	12 x 6 Tapping Tee	\$3,962.00	No Bid
38	12 x 8 Tapping Tee	\$4,208.00	No Bid
39	12 x 10 Tapping Tee	\$4,868.00	No Bid
40	12 x 12 Tapping Tee	\$4,995.00	No Bid
41	2" Coupling	\$139.00	\$134.00

TUPELO WATER & LIGHT DEPARTMENT**BID TABULATION - WATER MATERIALS (6 MONTH SUPPLY BID)****BID NUMBER 2022-040WL****OCTOBER 20, 2022**

Item # 28.

ITEM	Product	Vendors	
		Consolidated Pipe	Southern Pipe
42	3" Coupling	\$184.00	\$176.50
43	4" Coupling	\$236.00	\$226.25
44	6" Coupling	\$313.00	\$293.00
45	8" Coupling	\$354.00	\$330.00
46	10" Coupling	\$455.00	\$425.00
47	12" Coupling	\$537.00	\$565.00
48	3" MJ x MJ Gate Valve - Less Acc	\$646.00	No Bid
49	4" MJ x MJ Gate Valve - Less Acc	\$725.00	No Bid
50	6" MJ x MJ Gate Valve - Less Acc	\$925.00	No Bid
51	8" MJ x MJ Gate Valve - Less Acc	\$1,475.00	No Bid
52	10" MJ x MJ Gate Valve - Less Acc	\$2,289.00	No Bid
53	12" MJ x MJ Gate Valve - Less Acc	\$2,896.00	No Bid
54	5.25 x 3' Bury Fire Hydrant	\$2,795.00	No Bid
55	5.25 x 3.5' Bury Fire Hydrant	\$2,865.00	No Bid
56	5.25 x 4' Bury Fire Hydrant	\$2,932.00	No Bid
57	5.25 x 4.5' Bury Fire Hydrant	\$2,995.00	No Bid
58	5.25 x 5' Bury Fire Hydrant	\$3,075.00	No Bid
59	5.25 x 5.5' Bury Fire Hydrant	\$3,135.00	No Bid
60	5¼" Fire Hydrant 1' Extension Kit	\$925.00	No Bid
61	5¼" Fire Hydrant 1'-6" Extension Kit	\$1,035.00	No Bid
62	5¼" Fire Hydrant 2'-6" Extension Kit	\$1,664.00	No Bid
63	5¼" Fire Hydrant 3'-6" Extension Kit	\$1,995.00	No Bid
64	5¼" Fire Hydrant 4' Extension Kit	\$2,230.00	No Bid
65	5¼" Fire Hydrant Flange Repair Kit	\$275.00	No Bid
66	5¼" Fire Hydrant Main Valve Repair Kit	\$765.00	No Bid
67	5¼" Fire Hydrant Bonnet Repair Kit	\$125.00	No Bid
68	¾" Corp Stop	\$52.00	\$38.40
69	¾" Curb Stop	\$97.00	\$46.80
70	¾" Meter Connector	\$15.00	\$11.45
71	¾" Copper Union	\$29.00	\$21.45
72	¾" Male Coupling	\$23.00	\$17.60
73	¾" Female Coupling	\$25.00	\$18.50
74	¾" Quarter Bend Union	\$35.00	\$27.70
75	1" Corp Stop	\$78.75	\$58.00
76	1" Curb Stop	\$100.00	\$83.40
77	1" Meter Connector	\$23.00	\$17.60
78	1" Copper Union	\$31.00	\$24.50
79	1" Male Coupling	\$28.00	\$20.80
80	1" Female Coupling	\$36.00	\$25.90
81	1" Quarter Bend Union	\$45.00	\$35.50
82	1½" Curb Valve	\$267.00	\$194.50

TUPELO WATER & LIGHT DEPARTMENT**BID TABULATION - WATER MATERIALS (6 MONTH SUPPLY BID)****BID NUMBER 2022-040WL****OCTOBER 20, 2022**

Item # 28.

ITEM	Product	Vendors	
		Consolidated Pipe	Southern Pipe
83	1½" Male Coupling	\$78.00	\$57.05
84	1½" Female Coupling	\$99.00	\$72.95
85	1½" Copper Union	\$112.00	\$81.95
86	1½" Quarter Bend Union	\$156.00	\$115.00
87	2" Curb Valve	\$390.00	\$283.40
88	2" Male Coupling	\$113.00	\$83.15
89	2" Female Coupling	\$119.00	\$86.90
90	2" Copper Union	\$150.00	\$110.70
91	2" Quarter Bend Union	\$315.00	\$231.00
92	1½" x ¾" IPS Service Saddle	\$22.00	No Bid
93	1½" x 1" IPS Service Saddle	\$22.00	No Bid
94	2" x ¾" IPS Service Saddle	\$18.50	\$27.50
95	2" x ¾" PVC Service Saddle	\$18.50	\$66.10
96	2" x 1" IPS Service Saddle	\$18.50	\$27.50
97	2" x 1" PVC Service Saddle	\$18.50	\$66.10
98	4" x ¾" PVC Service Saddle	\$32.00	\$73.75
99	4" x 1" PVC Service Saddle	\$32.00	\$73.75
100	4" x 1½" PVC Service Saddle	\$32.00	\$81.40
101	4" x 2" PVC Service Saddle	\$42.00	\$81.40
102	6" x ¾" DIPS Service Saddle	\$40.00	\$40.50
103	6" x 1" DIPS Service Saddle	\$40.00	\$40.50
104	6" x 1½" DIPS Service Saddle	\$48.00	\$49.40
105	6" x 2" DIPS Service Saddle	\$48.00	\$49.40
106	8" x ¾" DIPS Service Saddle	\$48.00	\$44.30
107	8" x 1" DIPS Service Saddle	\$48.00	\$44.30
108	8" x 1½" DIPS Service Saddle	\$56.00	\$55.30
109	8" x 2" DIPS Service Saddle	\$56.00	\$55.30
110	10" x 1½" DIPS Service Saddle	\$63.50	\$69.60
111	10" x 2" DIPS Service Saddle	\$63.50	\$69.60
112	12" x 1½" DIPS Service Saddle	\$68.00	\$86.90
113	12" x 2" DIPS Service Saddle	\$72.00	\$86.90

Minute Entry Sign Up Sheet

Date: 10/20/2022
Time: 10:00 AM

Time: 10:00 AM

Department: TW&L

Bid # 2022-040WL

BID# 2022-040WL WATER MATERIAL 6 MONTH

Project:

Attendance

Company

Attendance

cot
cot

ADDENDUM 1

City of Tupelo, MS

Water Materials 6-Month Supply bid

2022-040WL

Notice to Bidders:

This **Addendum 1**, dated **October 11, 2022**, supersedes, and takes precedence over specifications for the above listed bid, which shall remain in full force and effect, except as herein modified:

Item 1:

The bid opening date has been extended to October 20, 2022 at 10:00 A.M.

END OF ADDENDUM 1



**WATER MATERIALS
6-MONTH SUPPLY BID**

City of Tupelo, Mississippi

BID # 2022-040WL

Publication Dates:.....September 26, 2022 and October 3, 2022

BID Response Deadline:October 13, 2022 before 10:00 AM

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**WATER MATERIALS
6-MONTH SUPPLY BID
Bid # 2022-040WL**

Until 10:00 o'clock A.M. local time on October 13, 2022

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI.

Jennifer Shempert
Purchasing Clerk

Publishing Dates: September 26, 2022
October 3, 2022

**WATER MATERIALS
6-MONTH SUPPLY BID
Bid # 2022-040WL**

I. GENERAL

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, October 13, 2022**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

II. TECHNICAL SPECIFICATIONS & BID FORM

The City of Tupelo will be accepting proposals for Water Materials. This is a six (6) month supply bid.

Specifications

Item	Description	Equal or Equivalent to	Unit	Price
1	¾ x 3 Repair Clamp	Smith Blair 245 or Mueller 230		7.00
2	¾ x 6 Repair Clamp	Smith Blair 245 or Mueller 230		13.00
3	1 x 3 Repair Clamp	Smith Blair 245 or Mueller 230		8.00
4	1 x 6 Repair Clamp	Smith Blair 245 or Mueller 230		14.00
5	1 ½ x 3 Repair Clamp	Smith Blair 245 or Mueller 230		8.50
6	1 ½ x 6 Repair Clamp	Smith Blair 245 or Mueller 230		16.00
7	1 ¼ x 3 Repair Clamp	Smith Blair 245 or Mueller 230		8.00
8	1 ¼ x 6 Repair Clamp	Smith Blair 245 or Mueller 230		15.00
9	2 x 3 Repair Clamp	Smith Blair 245 or Mueller 230		9.50
10	2 x 6 Repair Clamp	Smith Blair 245 or Mueller 230		18.50
11	2 x 12 Repair Clamp	Smith Blair 245 or Mueller 230		38.25
12	3 x 12 Emergency Clamp	Mueller 520 Series		119.00
13	4 x 12 Emergency Clamp	Mueller 520 Series		127.00
14	6 x 12 Emergency Clamp	Mueller 520 Series		171.00
15	6 x 18 Emergency Clamp	Mueller 520 Series		244.00
16	8 x 12 Emergency Clamp	Mueller 520 Series		179.00
17	8 x 18 Emergency Clamp	Mueller 520 Series		305.00
18	10 x 12 Emergency Clamp	Mueller 520 Series		229.00
19	10 x 18 Emergency Clamp	Mueller 520 Series		378.00
20	12 x 12 Emergency Clamp	Mueller 520 Series		276.00
21	12 x 18 Emergency Clamp	Mueller 520 Series		450.00
22	4" Tapping Valve – Less Acc	Mueller H-677		910.00

23	6" Tapping Valve – Less Acc	Mueller H-677	1286.00
24	8" Tapping Valve – Less Acc	Mueller H-677	1910.00
25	10" Tapping Valve – Less Acc	Mueller H-677	2881.00
26	12" Tapping Valve – Less Acc	Mueller H-677	4352.00
27	6 x 4 Tapping Tee	Mueller H-615	1630.00
28	6 x 6 Tapping Tee	Mueller H-615	1630.00
29	8 x 4 Tapping Tee	Mueller H-615	1995.00
30	8 x 6 Tapping Tee	Mueller H-615	1995.00
31	8 x 8 Tapping Tee	Mueller H-615	2167.00
32	10 x 4 Tapping Tee	Mueller H-615	3948.00
33	10 x 6 Tapping Tee	Mueller H-615	3948.00
34	10 x 8 Tapping Tee	Mueller H-615	4208.00
35	10 x 10 Tapping Tee	Mueller H-615	4290.00
36	12 x 4 Tapping Tee	Mueller H-615	3962.00
37	12 x 6 Tapping Tee	Mueller H-615	3962.00
38	12 x 8 Tapping Tee	Mueller H-615	4208.00
39	12 x 10 Tapping Tee	Mueller H-615	4568.00
40	12 x 12 Tapping Tee	Mueller H-615	4995.00
41	2" Coupling	Hymax	139.00
42	3" Coupling	Hymax	184.00
43	4" Coupling	Hymax	236.00
44	6" Coupling	Hymax	313.00
45	8" Coupling	Hymax	354.00
46	10" Coupling	Hymax	455.00
47	12" Coupling	Hymax	537.00
48	3" MJxMJ Gate Valve –Less Acc	Mueller A-2360-20	646.00
49	4" MJxMJ Gate Valve –Less Acc	Mueller A-2360-20	725.00
50	6" MJxMJ Gate Valve –Less Acc	Mueller A-2360-20	925.00
51	8" MJxMJ Gate Valve –Less Acc	Mueller A-2360-20	1475.00
52	10" MJxMJ Gate Valve-Less Acc	Mueller A-2360-20	2289.00
53	12" MJxMJ Gate Valve-Less Acc	Mueller A-2360-20	2896.00
54	5.25 x 3' Bury Fire Hydrant	Mueller A-423	2795.00
55	5.25 x 3.5' Bury Fire Hydrant	Mueller A-423	2865.00
56	5.25 x 4' Bury Fire Hydrant	Mueller A-423	2932.00
57	5.25 x 4.5' Bury Fire Hydrant	Mueller A-423	2995.00
58	5.25 x 5' Bury Fire Hydrant	Mueller A-423	3075.00
59	5.25 x 5.5' Bury Fire Hydrant	Mueller A-423	3135.00
60	5¼" Fire Hydrant 1' Extension Kit	Mueller Super Centurion	925.00
61	5¼" Fire Hydrant 1'-6" Extension Kit	Mueller Super Centurion	1035.00
62	5¼" Fire Hydrant 2'-6" Extension Kit	Mueller Super Centurion	1664.00
63	5¼" Fire Hydrant 3'-6" Extension Kit	Mueller Super Centurion	1995.00
64	5¼" Fire Hydrant 4' Extension Kit	Mueller Super Centurion	2230.00

65	5¼" Fire Hydrant Flange Repair Kit	Mueller Super Centurion	275.00
66	5¼" Fire Hydrant Main Valve Repair Kit	Mueller Super Centurion	765.00
67	5¼" Fire Hydrant Bonnet Repair Kit	Mueller Super Centurion	175.00
ALL BRASS SHALL BE LEAD-FREE PER ASTM C89833			
68	¾" Corp Stop	Mueller H-15008	52.00
69	¾" Curb Stop	Mueller B-25170	97.00
70	¾" Meter Connector	Mueller H-10890	15.00
71	¾" Copper Union	Mueller H-15403	29.00
72	¾" Male Coupling	Mueller H-15428	23.00
73	¾" Female Coupling	Mueller H-15451	25.00
74	¾" Quarter Bend Union	Mueller H-15526	35.00
75	1" Corp Stop	Mueller H-15008	78.75
76	1" Curb Stop	Mueller B-25170	160.00
77	1" Meter Connector	Mueller H-10890	23.00
78	1" Copper Union	Mueller H-15403	31.00
79	1" Male Coupling	Mueller H-15428	28.00
80	1" Female Coupling	Mueller H-15451	36.00
81	1" Quarter Bend Union	Mueller H-15526	45.00
82	1½" Curb Valve	Mueller B-20200	267.00
83	1½" Male Coupling	Mueller H-15428	78.00
84	1½" Female Coupling	Mueller H-15451	99.00
85	1½" Copper Union	Mueller H-15403	112.00
86	1½" Quarter Bend Union	Mueller H-15526	156.00
87	2" Curb Valve	Mueller B-20200	390.00
88	2" Male Coupling	Mueller H-15428	113.00
89	2" Female Coupling	Mueller H-15451	119.00
90	2" Copper Union	Mueller H-15403	150.00
91	2" Quarter Bend Union	Mueller H-15526	315.00
92	1½" x ¾" IPS Service Saddle	Smith Blair 313	22.00
93	1½" x 1" IPS Service Saddle	Smith Blair 313	22.00
94	2" x ¾" IPS Service Saddle	Smith Blair 313	18.50
95	2" x ¾" PVC Service Saddle	Smith Blair 313	18.50
96	2" x 1" IPS Service Saddle	Smith Blair 313	18.50
97	2" x 1" PVC Service Saddle	Smith Blair 313	18.50
98	4" x ¾" PVC Service Saddle	Smith Blair 313	32.00
99	4" x 1" PVC Service Saddle	Smith Blair 313	32.00
100	4" x 1½" PVC Service Saddle	Smith Blair 313	32.00
101	4" x 2" PVC Service Saddle	Smith Blair 313	42.00
102	6" x ¾" DIPS Service Saddle	Smith Blair 313	40.00
103	6" x 1" DIPS Service Saddle	Smith Blair 313	40.00
104	6" x 1½" DIPS Service Saddle	Smith Blair 313	48.00
105	6" x 2" DIPS Service Saddle	Smith Blair 313	48.00

106	8" x ¾" DIPS Service Saddle	Smith Blair 313		48.00
107	8" x 1" DIPS Service Saddle	Smith Blair 313		48.00
108	8" x 1½" DIPS Service Saddle	Smith Blair 313		56.00
109	8" x 2" DIPS Service Saddle	Smith Blair 313		56.00
110	10" x 1½" DIPS Service Saddle	Smith Blair 313		63.50
111	10" x 2" DIPS Service Saddle	Smith Blair 313		63.50
112	12" x 1½" DIPS Service Saddle	Smith Blair 313		68.00
113	12" x 2" DIPS Service Saddle	Smith Blair 313		72.00

General Bidders Requirements/Information

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. However, no additional consideration shall be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. Manufacturer's part or item numbers are shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the Council of the City of Tupelo whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Tupelo, Mississippi 38801.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. The bid solicitation is for a supply contract of six (6) months with the City to have the option, at the end of the initial six (6) month period, to renew the contract for an additional six (6) months with no price increase if agreeable with vendor.
6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be for truckload quantities.
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Failure to examine any specifications and instructions will be at bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing and addressed to the following.

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

For questions concerning the technical specifications, prospective bidders may contact Drew Kyle Tupelo Water & Light Department. The phone number is 662-841-6460. Email: drew.kyle@tupeloms.gov

Questions regarding the website or electronic bidding should be directed to Plan House at 662-407-0193 or tupelo@planhouseprinting.com.

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

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

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

BIDDER INFORMATION FORM

**WATER MATERIALS
6-MONTH SUPPLY BID
BID # 2022-040WL**

The undersigned proposes to provide water materials which meet the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

BIDDER INFORMATION:

Company Name: Consolidated Pipe + Supply
 Company Representative: Nathan D Hale
 Title: Sales

Business Address:

Street: 2505 Mattox St
 City: Tupelo State: MS Zip: 38801
 Signature of Bidder: Nathan D Hale
 Date: 10/19/22



**WATER MATERIALS
6-MONTH SUPPLY BID**

City of Tupelo, Mississippi

BID # 2022-040WL

Publication Dates:.....September 26, 2022 and October 3, 2022

BID Response Deadline:October 13, 2022 before 10:00 AM

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**WATER MATERIALS
6-MONTH SUPPLY BID
Bid # 2022-040WL**

Until **10:00 o'clock A.M.** local time on October 13, 2022

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI.

Jennifer Shempert
Purchasing Clerk

Publishing Dates: September 26, 2022
October 3, 2022

**WATER MATERIALS
6-MONTH SUPPLY BID
Bid # 2022-040WL**

I. GENERAL

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, October 13, 2022**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

II. TECHNICAL SPECIFICATIONS & BID FORM

The City of Tupelo will be accepting proposals for Water Materials. This is a six (6) month supply bid.

Specifications

Item	Description	Equal or Equivalent to	Unit	Price
1	¾ x 3 Repair Clamp	Smith Blair 245 or Mueller 230	1	8.10
2	¾ x 6 Repair Clamp	Smith Blair 245 or Mueller 230	1	14.45
3	1 x 3 Repair Clamp	Smith Blair 245 or Mueller 230	1	8.40
4	1 x 6 Repair Clamp	Smith Blair 245 or Mueller 230	1	15.35
5	1 ½ x 3 Repair Clamp	Smith Blair 245 or Mueller 230	1	9.30
6	1 ½ x 6 Repair Clamp	Smith Blair 245 or Mueller 230	1	15.95
7	1 ¼ x 3 Repair Clamp	Smith Blair 245 or Mueller 230	1	9.10
8	1 ¼ x 6 Repair Clamp	Smith Blair 245 or Mueller 230	1	16.16
9	2 x 3 Repair Clamp	Smith Blair 245 or Mueller 230	1	12.05
10	2 x 6 Repair Clamp	Smith Blair 245 or Mueller 230	1	21.75
11	2 x 12 Repair Clamp	Smith Blair 245 or Mueller 230	1	45.91
12	3 x 12 Emergency Clamp	Mueller 520 Series		No Bid
13	4 x 12 Emergency Clamp	Mueller 520 Series		
14	6 x 12 Emergency Clamp	Mueller 520 Series		
15	6 x 18 Emergency Clamp	Mueller 520 Series		
16	8 x 12 Emergency Clamp	Mueller 520 Series		
17	8 x 18 Emergency Clamp	Mueller 520 Series		
18	10 x 12 Emergency Clamp	Mueller 520 Series		
19	10 x 18 Emergency Clamp	Mueller 520 Series		
20	12 x 12 Emergency Clamp	Mueller 520 Series		
21	12 x 18 Emergency Clamp	Mueller 520 Series		
22	4" Tapping Valve – Less Acc	Mueller H-677		No Bid

23	6" Tapping Valve – Less Acc	Mueller H-677		No Bid
24	8" Tapping Valve – Less Acc	Mueller H-677		
25	10" Tapping Valve – Less Acc	Mueller H-677		
26	12" Tapping Valve – Less Acc	Mueller H-677		
27	6 x 4 Tapping Tee	Mueller H-615		
28	6 x 6 Tapping Tee	Mueller H-615		
29	8 x 4 Tapping Tee	Mueller H-615		
30	8 x 6 Tapping Tee	Mueller H-615		
31	8 x 8 Tapping Tee	Mueller H-615		
32	10 x 4 Tapping Tee	Mueller H-615		
33	10 x 6 Tapping Tee	Mueller H-615		
34	10 x 8 Tapping Tee	Mueller H-615		
35	10 x 10 Tapping Tee	Mueller H-615		
36	12 x 4 Tapping Tee	Mueller H-615		
37	12 x 6 Tapping Tee	Mueller H-615		
38	12 x 8 Tapping Tee	Mueller H-615		
39	12 x 10 Tapping Tee	Mueller H-615		
40	12 x 12 Tapping Tee	Mueller H-615		No Bid
41	2" Coupling	Hymax	1	134.00
42	3" Coupling	Hymax	1	176.50
43	4" Coupling	Hymax	1	226.25
44	6" Coupling	Hymax	1	293.00
45	8" Coupling	Hymax	1	330.00
46	10" Coupling	Hymax	1	425.00
47	12" Coupling	Hymax	1	565.00
48	3" MJxMJ Gate Valve –Less Acc	Mueller A-2360-20		No Bid
49	4" MJxMJ Gate Valve –Less Acc	Mueller A-2360-20		
50	6" MJxMJ Gate Valve –Less Acc	Mueller A-2360-20		
51	8" MJxMJ Gate Valve –Less Acc	Mueller A-2360-20		
52	10" MJxMJ Gate Valve-Less Acc	Mueller A-2360-20		
53	12" MJxMJ Gate Valve-Less Acc	Mueller A-2360-20		
54	5.25 x 3' Bury Fire Hydrant	Mueller A-423		
55	5.25 x 3.5' Bury Fire Hydrant	Mueller A-423		
56	5.25 x 4' Bury Fire Hydrant	Mueller A-423		
57	5.25 x 4.5' Bury Fire Hydrant	Mueller A-423		
58	5.25 x 5' Bury Fire Hydrant	Mueller A-423		
59	5.25 x 5.5' Bury Fire Hydrant	Mueller A-423		
60	5¼" Fire Hydrant 1' Extension Kit	Mueller Super Centurion		
61	5¼" Fire Hydrant 1'-6" Extension Kit	Mueller Super Centurion		
62	5¼" Fire Hydrant 2'-6" Extension Kit	Mueller Super Centurion		
63	5¼" Fire Hydrant 3'-6" Extension Kit	Mueller Super Centurion		
64	5¼" Fire Hydrant 4' Extension Kit	Mueller Super Centurion		No Bid

65	5¼" Fire Hydrant Flange Repair Kit	Mueller Super Centurion		No Bid
66	5¼" Fire Hydrant Main Valve Repair Kit	Mueller Super Centurion		1
67	5¼" Fire Hydrant Bonnet Repair Kit	Mueller Super Centurion		No Bid
ALL BRASS SHALL BE LEAD-FREE PER ASTM C89833				
68	¾" Corp Stop	Mueller H-15008	1	38.40
69	¾" Curb Stop	Mueller B-25170	1	46.80
70	¾" Meter Connector	Mueller H-10890	1	11.45
71	¾" Copper Union	Mueller H-15403	1	21.45
72	¾" Male Coupling	Mueller H-15428	1	17.60
73	¾" Female Coupling	Mueller H-15451	1	18.90
74	¾" Quarter Bend Union	Mueller H-15526	1	27.70
75	1" Corp Stop	Mueller H-15008	1	58.00
76	1" Curb Stop	Mueller B-25170	1	83.40
77	1" Meter Connector	Mueller H-10890	1	17.60
78	1" Copper Union	Mueller H-15403	1	24.50
79	1" Male Coupling	Mueller H-15428	1	26.80
80	1" Female Coupling	Mueller H-15451	1	25.90
81	1" Quarter Bend Union	Mueller H-15526	1	35.50
82	1½" Curb Valve	Mueller B-20200	1	194.50
83	1½" Male Coupling	Mueller H-15428	1	57.05
84	1½" Female Coupling	Mueller H-15451	1	72.95
85	1½" Copper Union	Mueller H-15403	1	81.95
86	1½" Quarter Bend Union	Mueller H-15526	1	115.00
87	2" Curb Valve	Mueller B-20200	1	283.40
88	2" Male Coupling	Mueller H-15428	1	83.15
89	2" Female Coupling	Mueller H-15451	1	86.90
90	2" Copper Union	Mueller H-15403	1	110.70
91	2" Quarter Bend Union	Mueller H-15526	1	231.00
92	1½" x ¾" IPS Service Saddle	Smith Blair 313		No Bid
93	1½" x 1" IPS Service Saddle	Smith Blair 313		No Bid
94	2" x ¾" IPS Service Saddle	Smith Blair 313	1	27.50
95	2" x ¾" PVC Service Saddle	Smith Blair 313	1	66.10
96	2" x 1" IPS Service Saddle	Smith Blair 313	1	27.50
97	2" x 1" PVC Service Saddle	Smith Blair 313	1	66.10
98	4" x ¾" PVC Service Saddle	Smith Blair 313	1	73.75
99	4" x 1" PVC Service Saddle	Smith Blair 313	1	73.75
100	4" x 1½" PVC Service Saddle	Smith Blair 313	1	81.40
101	4" x 2" PVC Service Saddle	Smith Blair 313	1	81.40
102	6" x ¾" DIPS Service Saddle	Smith Blair 313	1	40.50
103	6" x 1" DIPS Service Saddle	Smith Blair 313	1	40.50
104	6" x 1½" DIPS Service Saddle	Smith Blair 313	1	49.40
105	6" x 2" DIPS Service Saddle	Smith Blair 313	1	49.40

106	8" x ¾" DIPS Service Saddle	Smith Blair 313	1	44.30
107	8" x 1" DIPS Service Saddle	Smith Blair 313	1	44.30
108	8" x 1½" DIPS Service Saddle	Smith Blair 313	1	55.30
109	8" x 2" DIPS Service Saddle	Smith Blair 313	1	55.30
110	10" x 1½" DIPS Service Saddle	Smith Blair 313	1	69.60
111	10" x 2" DIPS Service Saddle	Smith Blair 313	1	69.60
112	12" x 1½" DIPS Service Saddle	Smith Blair 313	1	86.90
113	12" x 2" DIPS Service Saddle	Smith Blair 313	1	86.90

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BIDDER INFORMATION FORM**WATER MATERIALS
6-MONTH SUPPLY BID
BID # 2022-040WL**

The undersigned proposes to provide water materials which meet the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: 10-11-22
 NUMBER: _____ DATE: _____
 NUMBER: _____ DATE: _____

BIDDER INFORMATION:

Company Name: Southern Pipe & Supply
 Company Representative: Kevin Jagner
 Title: Outside Sales

Business Address:

Street: 4694 Rob Drive
 City: Tupelo State: MS Zip: 38801
 Signature of Bidder: [Signature]
 Date: 10-19-22



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE October 26, 2022
SUBJECT: IN THE MATTER OF AWARD OF BID # 2022-037WL JT

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, November 1, 2022:

Bid No. 2022-037WL – Sale of 2001 International Sewer Vactor Truck (VIN 1HTGCADT81H405223) to the highest qualified bid submitted by Paul Smithey Construction Company in the amount of \$25,000.

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 2022-037WL
OCTOBER 13, 2022

Item	Product	Vendors		
		Paul Smithey Construction	JJ Merchant	Jeff Martin
1	Sale of 2001 International Sewer Vactor Truck	\$25,000.00	\$17,777.77	\$12,888.00

Minute Entry Sign Up Sheet

Date: 10/13/2022Time: 10:00 AMBid # 2022-037 WLDepartment: TW&L

BID# 2022-037WL 2001 INTERNATIONAL W/SEWER
VACTOR

Project:

Attendance

Company

Sam Blanton

TWL

Tina Sullivan

COT

Gabe

COT

Jennifer Shempert

COT

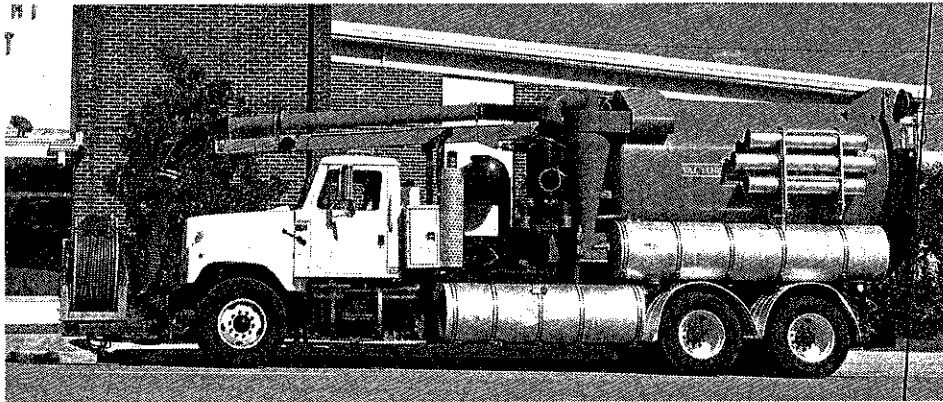
LEGAL NOTICE

CITY OF TUPELO

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, PO Box 1485, Tupelo, MS 38802-1485; 71 East Troy, Tupelo, MS 38804 until 10:00 a.m. Thursday, October 13, 2022, for the sale of the following:

Bid No. 2022-037WL

2001 International 2554 w/Sewer Vactor, VIN 1HTGCADT81H405223



Electronic bids may also be submitted at www.tupelomsbids.com.

If you have any questions regarding this equipment or would like to set up an appointment to view this equipment, you may contact Tommy Monts with Tupelo Water and Light at 662-841-6463 or via email at tommy.monts@tupeloms.gov.

CITY OF TUPELO
PURCHASING
JENNIFER SHEMPERT
662-841-6456
Jennifer.Shempert@tupeloms.gov

Please run the legal ad stated above on September 23, 2022, and again on September 30, 2022.

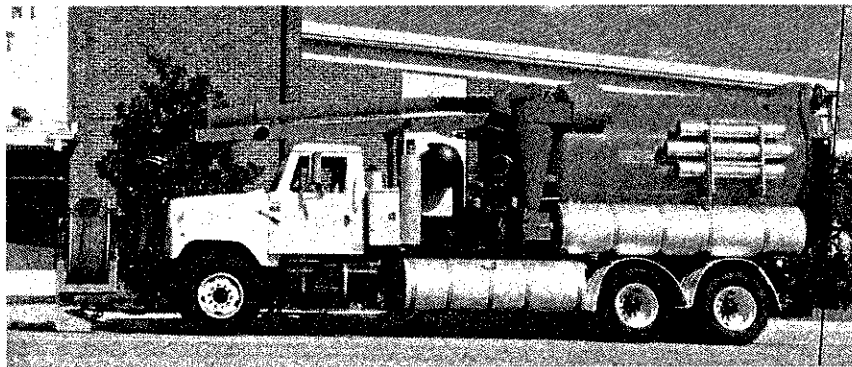
LEGAL NOTICE

CITY OF TUPELO

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, PO Box 1485, Tupelo, MS 38802-1485; 71 East Troy, Tupelo, MS 38804 until 10:00 a.m. Thursday, October 13, 2022, for the sale of the following:

Bid No. 2022-037WL

2001 International 2554 w/Sewer Vactor, VIN 1HTGCADT81H405223



Electronic bids may also be submitted at www.tupelomsbids.com.

If you have any questions regarding this equipment or would like to set up an appointment to view this equipment, you may contact Tommy Monts with Tupelo Water and Light at 662-841-6463 or via email at tommy.monts@tupeloms.gov.

CITY OF TUPELO
PURCHASING
JENNIFER SHERPERT
662-841-6456
Jennifer.Sherpert@tupeloms.gov

Please run the legal ad stated above on September 23, 2022, and again on September 30, 2022.

Paul Smith Construction Company, Inc.

10-13-22

Bid Price

\$ 25,000.00

Wesley



September 30, 2022

Tupelo Water & Light
P.O. Box 1485
Tupelo, MS 38804

To Whom it May Concern:

Thank you for allowing Jeff Martin Auctioneers, Inc. the opportunity to present our proposal on
Tupelo Water & Light surplus up for bid. Jeff Martin Auctioneers would like to bid on the following item.

2001 International 2554 w/ Sewer Vactor Truck
1HTGCADT81H405223..... \$ 12,888.00

Best Regards,

Brian Jasper
Jeff Martin Auctioneers

October 13, 2022

Tupelo Water & Light

"Bid No. 2022-037WL"

Bid Due: Thursday October 13, 2022@ 10 AM"

City Hall-1st Floor

71 East Troy St.

Tupelo, MS 38804

We would like to submit a bid on the following items:

1. 2001 International 2554 w/Sewer Vactor Vin# 405223 \$ 17,777.77

Please email the bid results whether we are high bidder or not, jim@jjmerchant.com

Thanks,



James Durham

601.606.3022

PLEASE NOTE- we are a dealer in the state of Mississippi and dealer name is still Lynn's Enterprise, LLC., in the event titles to be assigned as Lynn's Enterprise, LLC. the address is same as JJ Merchant.

ATTENTION: IF YOUR SURPLUS HAS AGENCY DECALS, please allow us to remove, we have an air operated Wurth Eraser tool that cost \$800, it will remove decals without damaging paint, your item will be transported to our location and we can send photos of the decals removed!



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE October 26, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF BID NO. 2022-038WL (SOURCES OF SUPPLY) **JT**

Request:

Review and award the attached bid:

Bid No. 2022-038WL – Sources of Supply (12 Month Bid) for Minor Water/Sewer Construction/Rehab as indicated on the attached bid tabulation.

TUPELO WATER & LIGHT DEPARTMENT

BID TABULATION

BID NO. 2022-038WL - SOURCES OF SUPPLY

OCTOBER 13, 2022

Materials			Vendors	
			Paul Smithey Construction	M&M UG Video
<u>Section 1: Part 1: PVC Sewer Pipe Installation</u>			Bid Price per Linear Ft	
<u>Diameter</u>	<u>Est. Qty.</u>	<u>Length</u>		
4"	0' - 6' cut	0' - 300'	\$19.80	No Bid
4"	0' - 6' cut	301' - 700'	\$19.20	No Bid
4"	0' - 6' cut	701' +	\$18.70	No Bid
4"	6' - 10' cut	0' - 300'	\$22.10	No Bid
4"	6' - 10' cut	301' - 700'	\$21.60	No Bid
4"	6' - 10' cut	701' +	\$21.00	No Bid
4"	10' - 16' cut	0' - 300'	\$35.60	No Bid
4"	10' - 16' cut	301' - 700'	\$35.10	No Bid
4"	10' - 16' cut	701' +	\$34.60	No Bid
4"	Ductile Iron Pipe Add-On	Lump Sum	\$2.10	No Bid
6"	0' - 6' cut	0' - 300'	\$24.40	No Bid
6"	0' - 6' cut	301' - 700'	\$23.85	No Bid
6"	0' - 6' cut	701' +	\$23.40	No Bid
6"	6' - 10' cut	0' - 300'	\$26.65	No Bid
6"	6' - 10' cut	301' - 700'	\$26.10	No Bid
6"	6' - 10' cut	701' +	\$25.60	No Bid
6"	10' - 16' cut	0' - 300'	\$40.20	No Bid
6"	10' - 16' cut	301' - 700'	\$39.60	No Bid
6"	10' - 16' cut	701' +	\$39.10	No Bid
6"	Ductile Iron Pipe Add-On	Lump Sum	\$2.40	No Bid
8"	0' - 6' cut	0' - 300'	\$40.60	No Bid
8"	0' - 6' cut	301' - 700'	\$40.00	No Bid
8"	0' - 6' cut	701' +	\$39.60	No Bid
8"	6' - 10' cut	0' - 300'	\$49.90	No Bid
8"	6' - 10' cut	301' - 700'	\$43.35	No Bid
8"	6' - 10' cut	701' +	\$48.75	No Bid
8"	10' - 16' cut	0' - 300'	\$63.45	No Bid
8"	10' - 16' cut	301' - 700'	\$63.00	No Bid
8"	10' - 16' cut	701' +	\$62.50	No Bid
8"	Ductile Iron Pipe Add-On	Lump Sum	\$2.75	No Bid

TUPELO WATER & LIGHT DEPARTMENT

BID TABULATION

BID NO. 2022-038WL - SOURCES OF SUPPLY

OCTOBER 13, 2022

Materials			Vendors	
			Paul Smithey Construction	M&M UG Video
<u>Section 1: Part 1: PVC Sewer Pipe Installation (cont'd)</u>			Bid Price per Linear Ft	
<u>Diameter</u>	<u>Est. Qty.</u>	<u>Length</u>		
10"	0' - 6' cut	0' - 300'	\$43.15	No Bid
10"	0' - 6' cut	301' - 700'	\$42.60	No Bid
10"	0' - 6' cut	701' +	\$42.00	No Bid
10"	6' - 10' cut	0' - 300'	\$52.15	No Bid
10"	6' - 10' cut	301' - 700'	\$51.55	No Bid
10"	6' - 10' cut	701' +	\$51.00	No Bid
10"	10' - 16' cut	0' - 300'	\$65.70	No Bid
10"	10' - 16' cut	301' - 700'	\$65.20	No Bid
10"	10' - 16' cut	701' +	\$64.80	No Bid
10"	Ductile Iron Pipe Add-On	Lump Sum	\$3.35	No Bid
12"	0' - 6' cut	0' - 300'	\$45.40	No Bid
12"	0' - 6' cut	301' - 700'	\$44.85	No Bid
12"	0' - 6' cut	701' +	\$44.25	No Bid
12"	6' - 10' cut	0' - 300'	\$54.45	No Bid
12"	6' - 10' cut	301' - 700'	\$53.95	No Bid
12"	6' - 10' cut	701' +	\$53.40	No Bid
12"	10' - 16' cut	0' - 300'	\$68.00	No Bid
12"	10' - 16' cut	301' - 700'	\$67.50	No Bid
12"	10' - 16' cut	701' +	\$67.00	No Bid
12"	Ductile Iron Pipe Add-On	Lump Sum	\$3.80	No Bid
<u>Section 1: Part 2: Miscellaneous Sewer Services</u>				
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>		
Manhole Installation				
Standard Installation	Bid/Vertical Ft.	\$274.10	No Bid	
Installation Over Existing Line	Bid/Vertical Ft.	\$328.90	No Bid	
Tieing into Existing Manhole	Lump Sum	\$1,020.60	No Bid	
Tieing into Existing Sewer Line	Lump Sum	\$567.00	No Bid	
4" Sewer Tap	Lump Sum	\$792.00	No Bid	
6" Sewer Tap	Lump Sum	\$1,020.60	No Bid	
Install New Manhole Ring & Cover	Lump Sum	\$340.20	No Bid	
Installation of Misc. Sewer Fittings	Lump Sum	\$175.00	No Bid	

TUPELO WATER & LIGHT DEPARTMENT

BID TABULATION

BID NO. 2022-038WL - SOURCES OF SUPPLY

OCTOBER 13, 2022

Materials		Vendors	
		Paul Smithey Construction	M&M UG Video
<u>Section 1: Part 2: Miscellaneous Sewer Services (cont'd)</u>			
Manhole Height Adjustment			
MH Height Adj. w/Cast Iron Riser Ring	Lump Sum	\$79.50	No Bid
MH Height Adj. w/Brick and Mortar	Lump Sum	\$340.20	No Bid
MH Height Adj. w/Concrete Donut Riser	Lump Sum	\$340.20	No Bid
MH Height Adj. - Riser 0 - 2 Feet	Lump Sum	\$567.00	No Bid
MH Height Adj. - Riser 2 - 4 Feet	Lump Sum	\$792.00	No Bid
MH Height Adj. - Riser 4 - 6 Feet	Lump Sum	\$963.00	No Bid
Sewer Pipe Bores			
4" to 6" Pipe	per LF	\$54.00	No Bid
8" to 10" Pipe	per LF	\$75.75	No Bid
12" to 16" Pipe	per LF	\$94.50	No Bid
TOTAL SECTION 1		\$9,763.65	
<u>Section 2: Sewer Inspections and Cleaning</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	<u>Bid Price/Unit</u>
Color TV/Video Inspection			
Minimum Service Charge	Lump Sum	No Bid	\$555.00
8" to 12" Sewer Lines	per LF	No Bid	\$2.00
15" to 18" Sewer Lines	per LF	No Bid	\$2.50
21" to 24" Sewer Lines	per LF	No Bid	\$3.00
Reverse Set-up	Lump Sum	No Bid	\$300.00
Pipe/Manhole Cleaning			
Clean 8" to 10" Sewer Lines	per LF	No Bid	\$2.00
Clean 12" to 15" Sewer Lines	per LF	No Bid	\$2.50
Clean 18" to 21" Sewer Lines	per LF	No Bid	\$3.00
Clean 24" and Larger Sewer Lines	per LF	No Bid	\$3.00
Manhole Cleaning	per Hour	No Bid	\$225.00

TUPELO WATER & LIGHT DEPARTMENT

BID TABULATION

BID NO. 2022-038WL - SOURCES OF SUPPLY

OCTOBER 13, 2022

OCTOBER 13, 2022

			Vendors	
Materials			Paul Smithey Construction	M&M UG Video
<u>Section 2: Sewer Inspections and Cleaning (cont'd)</u>				
Root Removal in Sewers				
8" Sewer Lines	per LF	No Bid	\$2.00	
10" Sewer Lines	per LF	No Bid	\$2.50	
12" Sewer Lines	per LF	No Bid	\$3.00	
Smoke Testing Sewer Lines				
8" - 15" Sewer Lines	per LF	No Bid	\$1.50	
18" - 36" Sewer Lines	per LF	No Bid	\$2.00	
TOTAL SECTION 2			No Bid	\$1,109.00
<u>Section 3: Sewer Line Open-Cut Point Repairs</u>				
<u>Diameter</u>	<u>Est. Depth</u>	<u>Length of Repair</u>	<u>Bid Price per LF</u>	
8"	0' - 10' cut	0 - 10'	\$2,898.00	No Bid
8"	10' - 14' cut	0 - 10'	\$2,898.00	No Bid
8"	14' - 18' cut	0 - 10'	\$2,898.00	No Bid
8"	0' - 10' cut	10' - 20'	\$3,472.50	No Bid
8"	10' - 14' cut	10' - 20'	\$3,472.50	No Bid
8"	14' - 18' cut	10' - 20'	\$3,472.50	No Bid
10"	0' - 10' cut	0 - 10'	\$2,898.00	No Bid
10"	10' - 14' cut	0 - 10'	\$2,898.00	No Bid
10"	14' - 18' cut	0 - 10'	\$2,898.00	No Bid
10"	0' - 10' cut	10' - 20'	\$3,472.50	No Bid
10"	10' - 14' cut	10' - 20'	\$3,472.50	No Bid
10"	14' - 18' cut	10' - 20'	\$3,472.50	No Bid
12"	0' - 10' cut	0 - 10'	\$2,898.00	No Bid
12"	10' - 14' cut	0 - 10'	\$2,898.00	No Bid
12"	14' - 18' cut	0 - 10'	\$2,898.00	No Bid
12"	0' - 10' cut	10' - 20'	\$3,472.50	No Bid
12"	10' - 14' cut	10' - 20'	\$3,472.50	No Bid
12"	14' - 18' cut	10' - 20'	\$3,472.50	No Bid

TUPELO WATER & LIGHT DEPARTMENT

BID TABULATION

BID NO. 2022-038WL - SOURCES OF SUPPLY

OCTOBER 13, 2022

Materials			Vendors	
			Paul Smithey Construction	M&M UG Video
<u>Section 3: Sewer Line Oper-Cut Point Repairs (cont'd)</u>				
<u>Diameter</u>	<u>Est. Depth</u>	<u>Length</u>	<u>Bid Price per LF</u>	
15"	0' - 10' cut	0 - 10'	\$3,129.00	No Bid
15"	10' - 14' cut	0 - 10'	\$3,129.00	No Bid
15"	14' - 18' cut	0 - 10'	\$3,129.00	No Bid
15"	0' - 10' cut	10' - 20'	\$3,697.50	No Bid
15"	10' - 14' cut	10' - 20'	\$3,697.50	No Bid
15"	14' - 18' cut	10' - 20'	\$3,697.50	No Bid
18"	0' - 10' cut	0 - 10'	\$3,129.00	No Bid
18"	10' - 14' cut	0 - 10'	\$3,129.00	No Bid
18"	14' - 18' cut	0 - 10'	\$3,129.00	No Bid
18"	0' - 10' cut	10' - 20'	\$3,697.50	No Bid
18"	10' - 14' cut	10' - 20'	\$3,697.50	No Bid
18"	14' - 18' cut	10' - 20'	\$3,697.50	No Bid
21"	0' - 10' cut	0 - 10'	\$3,582.00	No Bid
21"	10' - 14' cut	0 - 10'	\$3,582.00	No Bid
21"	14' - 18' cut	0 - 10'	\$3,582.00	No Bid
21"	0' - 10' cut	10' - 20'	\$4,491.00	No Bid
21"	10' - 14' cut	10' - 20'	\$4,491.00	No Bid
21"	14' - 18' cut	10' - 20'	\$4,491.00	No Bid
24"	0' - 10' cut	0 - 10'	\$3,582.00	No Bid
24"	10' - 14' cut	0 - 10'	\$3,582.00	No Bid
24"	14' - 18' cut	0 - 10'	\$3,582.00	No Bid
24"	0' - 10' cut	10' - 20'	\$4,491.00	No Bid
24"	10' - 14' cut	10' - 20'	\$4,491.00	No Bid
24"	14' - 18' cut	10' - 20'	\$4,491.00	No Bid

TUPELO WATER & LIGHT DEPARTMENT

BID TABULATION

BID NO. 2022-038WL - SOURCES OF SUPPLY

OCTOBER 13, 2022

OCTOBER 13, 2022

			Vendors	
Materials			Paul Smithey Construction	M&M UG Video
<u>Section 3: Sewer Line Oper-Cut Point Repairs (cont'd)</u>				
<u>Diameter</u>	<u>Est. Depth</u>	<u>Length of Repair</u>	<u>Bid Price per LF</u>	
27"	0' - 10' cut	0 - 10'	\$3,808.50	No Bid
27"	10' - 14' cut	0 - 10'	\$3,808.50	No Bid
27"	14' - 18' cut	0 - 10'	\$3,808.50	No Bid
27"	0' - 10' cut	10' - 20'	\$4,716.00	No Bid
27"	10' - 14' cut	10' - 20'	\$4,716.00	No Bid
27"	14' - 18' cut	10' - 20'	\$4,716.00	No Bid
TOTAL SECTION 3			\$172,305.00	
<u>Section 4: Part 1: Water Pipe Installation</u>				
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>		
3/4" Copper Service Line	per LF	\$6.76		No Bid
1" Copper Service Line	per LF	\$6.76		No Bid
1 1/2" Copper Service Line	per LF	\$6.76		No Bid
2" Copper Service Line	per LF	\$6.76		No Bid
2" PVC Water Line	per LF	\$6.76		No Bid
4" PVC Water Line	per LF	\$7.96		No Bid
6" DIP Water Line	per LF	\$14.20		No Bid
8" DIP Water Line	per LF	\$16.50		No Bid
10" DIP Water Line	per LF	\$18.76		No Bid
Installation of Misc. MJ Fittings	per Hour	\$170.25		No Bid
<u>Section 4: Part 2: Miscellaneous Water Services</u>				
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>		
New Fire Hydrant Installation w/Valve	Lump Sum	\$1,360.50		No Bid
6"x4" Water Tap w/valve and box	Lump Sum	\$1,134.00		No Bid
8"x4" Water Tap w/valve and box	Lump Sum	\$1,134.00		No Bid
6"x6" Water Tap w/valve and box	Lump Sum	\$1,134.00		No Bid
8"x6" Water Tap w/valve and box	Lump Sum	\$1,134.00		No Bid
10"x6" Water Tap w/valve and box	Lump Sum	\$1,252.50		No Bid

TUPELO WATER & LIGHT DEPARTMENT

BID TABULATION

BID NO. 2022-038WL - SOURCES OF SUPPLY

OCTOBER 13, 2022

Materials		Vendors	
		Paul Smithey Construction	M&M UG Video
<u>Section 4: Part 2: Miscellaneous Water Services (cont'd)</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
12"x6" Water Tap w/valve and box	Lump Sum	\$1,252.50	No Bid
8"x8" Water Tap w/valve and box	Lump Sum	\$1,360.50	No Bid
10"x8" Water Tap w/valve and box	Lump Sum	\$1,474.50	No Bid
12"x8" Water Tap w/valve and box	Lump Sum	\$1,474.50	No Bid
10"x10" Water Tap w/valve and box	Lump Sum	\$1,701.00	No Bid
12"x10" Water Tap w/valve and box	Lump Sum	\$1,815.00	No Bid
12"x12" Water Tap w/valve and box	Lump Sum	\$2,268.00	No Bid
<u>Section 4: Part 3: Water Service Connections</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
3/4" Water Tap w/meter and box	Lump Sum	\$795.00	No Bid
1" Water Tap w/meter and box	Lump Sum	\$795.00	No Bid
1 1/2" Water Tap w/meter and box	Lump Sum	\$907.50	No Bid
2" Water Tap w/meter and box	Lump Sum	\$907.50	No Bid
Tie into Existing Water Service Line	Lump Sum	\$170.50	No Bid
<u>Section 4: Part 4: Water and Pipe Bores</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
3/4" to 1 1/2" Pipe	per LF	\$34.25	No Bid
2" to 6" Pipe	per LF	\$44.50	No Bid
8" to 10" Pipe	per LF	\$56.70	No Bid
12" to 16" Pipe	per LF	\$86.10	No Bid
TOTAL SECTION 4		\$22,553.52	

TUPELO WATER & LIGHT DEPARTMENT

BID TABULATION

BID NO. 2022-038WL - SOURCES OF SUPPLY

OCTOBER 13, 2022

Materials		Vendors	
		Paul Smithey Construction	M&M UG Video
<u>Section 5: Miscellaneous Work</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
Dump Truck and Operator (12 cyl)	per Hour	\$103.50	No Bid
Dump Truck and Operator (20 cyl)	per Hour	\$127.50	No Bid
Trackhoe and Operator	per Hour	\$180.00	No Bid
Backhoe and Operator	per Hour	\$124.50	No Bid
D5 Dozer (or equal) and Operator	per Hour	\$137.25	No Bid
General Labor	per Hour	\$54.00	No Bid
Service Truck	per Hour	\$103.50	No Bid
Asphalt Cutting and Removing	per Foot	\$10.50	No Bid
Concrete Cutting and Removing	per Foot	\$10.50	No Bid
Haul off Dig-Out	per Hour	\$499.50	No Bid
Haul Dirt (20 yds)	per Hour	\$172.50	No Bid
Haul Dirt (14 yds)	per Hour	\$127.50	No Bid
Fertilizing Seeding & Mulching	Square Yard	\$1.50	No Bid
TOTAL SECTION 5		\$1,652.25	
<u>Section 6: Fire Hydrant Repairs</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
Replace Existing Fire Hydrant	Lump Sum	\$1,590.00	No Bid
Replace Existing Fire Hydrant and Valve	Lump Sum	\$2,042.70	No Bid
Raise Existing Fire Hydrant (12" to 18")	Lump Sum	\$682.50	No Bid
Raise Existing Fire Hydrant (18" to 24")	Lump Sum	\$682.50	No Bid
TOTAL SECTION 6		\$4,997.70	

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 2022-038WL - SOURCES OF SUPPLY
OCTOBER 13, 2022

Materials		Vendors	
		Paul Smithey Construction	M&M UG Video
<u>Section 7: Internal Cured-In-Place Point Repair</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
6" x 3' Long	Each	\$3,204.00	No Bid
Additional LF - 6"	per LF	\$150.00	No Bid
8" x 3' Long	Each	\$3,582.00	No Bid
Additional LF - 8"	per LF	\$159.00	No Bid
10" x 3' Long	Each	\$3,960.00	No Bid
Additional LF - 10"	per LF	\$159.00	No Bid
12" x 3' Long	Each	\$4,338.00	No Bid
Additional LF - 12"	per LF	\$174.00	No Bid
TOTAL SECTION 7		\$15,726.00	

Minute Entry Sign Up Sheet

Date: 10/13/2022Time: 10:00 AMBid # 2022-038WLDepartment: TW&LProject: BID# 2022-038WL SOURCE SUPPLY 12 MONTH
MINOR WATER/SEWER CONSTRUCTION/REHAB

Attendance

Company

Attendance	Company
<u>Pam Blanton</u>	<u>TWL</u>
<u>Angie Dillard</u>	<u>COI</u>
<u>Elizabeth</u>	<u>COI</u>
<u>James Hensley</u>	<u>COI</u>

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**Sources of Supply – 12 Month Supply Bid
Minor Water/Sewer Construction/Rehab**

BID # 2022-038WL

until **10:00 o'clock A.M. local time on October 13, 2022.**

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

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

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

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

**Jennifer Shempert
Purchasing Clerk**

**Publishing Dates: September 27, 2022
October 4, 2022**



**City of Tupelo, Mississippi
Sources of Supply
Supplies and Specifications**

Tupelo Water and Light Department: Minor Construction/Rehab.

Contact Persons: Johnny Timmons, Manager
 Davey Cole, Water and Sewer General Foreman
 (662) 841-6460

City indicates City of Tupelo, Mississippi

Labor and equipment to excavate, install and backfill the following PVC and Ductile Iron pipes and structures to City specifications at sizes and depths shown. City shall furnish all materials. Contractor is responsible for all equipment required to load and haul off all excavated material not to be reused and deliver all piping, fittings, etc. to the project from the stockpile (unit prices below shall include this cost). All sewer pipes shall be installed with laser. The location and protection of existing utilities are the responsibility of the contractor. **All qualified contractors shall be located within a 25 mile radius of the City of Tupelo.**

Any contractor who has not previously performed work for the Tupelo Water and Light Department must show responsibility and experience for any work to be bid upon prior to submitting a bid. Proof of experience must include a list of projects, cost of projects, and telephone numbers of contact persons of projects. No bid will be received from a contractor not approved prior to bid date.

Prices submitted must be firm and all bid quotations shall be valid for a **12-month period.**

The contractor which supplies the lowest bid for each section shall be awarded that section under this agreement, assuming that the lowest bidder can document their ability to perform such work. Furthermore, the City does not guarantee the purchase of any specific quantities of the items listed. Purchases will be made to cover requirements as they arise during the contract period.

All bids must be submitted on the standardized bid form provided. Further, the firm supplying the quotation should include the name of their firm on:

1. Each page of the bid form utilized in the quotation
2. On any literature that may be included with the bid.

Please verify that all Sections have been totaled before returning the bid form.

Invitation, Bid and Acceptance
City of Tupelo, MS
Sources of Supply
Page 5

SECTION 1: Part 1: PVC Sewer Pipe Installation

			Bid Price per LF
Diameter	Est. Quantity	Length	
4"	0' - 6' cut	0' - 300'	\$ 19.80
4"	0' - 6' cut	301' - 700'	\$ 19.20
4"	0' - 6' cut	701' +	\$ 18.70
4"	6' - 10' cut	0' - 300'	\$ 22.10
4"	6' - 10' cut	301' - 700'	\$ 21.60
4"	6' - 10' cut	701' +	\$ 21.00
4"	10' - 16' cut	0' - 300'	\$ 35.60
4"	10' - 16' cut	301' - 700'	\$ 35.10
4"	10' - 16' cut	701' +	\$ 34.60
4"	Ductile Iron Pipe Add-On	Lump Sum	\$ 2.10
6"	0' - 6' cut	0' - 300'	\$ 24.40
6"	0' - 6' cut	301' - 700'	\$ 23.85
6"	0' - 6' cut	701' +	\$ 23.40
6"	6' - 10' cut	0' - 300'	\$ 26.65
6"	6' - 10' cut	301' - 700'	\$ 26.10
6"	6' - 10' cut	701' +	\$ 25.60
6"	10' - 16' cut	0' - 300'	\$ 40.20
6"	10' - 16' cut	301' - 700'	\$ 39.60
6"	10' - 16' cut	701' +	\$ 39.10
6"	Ductile Iron Pipe Add-On	Lump Sum	\$ 2.40
8"	0' - 6' cut	0' - 300'	\$ 40.60
8"	0' - 6' cut	301' - 700'	\$ 40.00
8"	0' - 6' cut	701' +	\$ 39.60
8"	6' - 10' cut	0' - 300'	\$ 49.90
8"	6' - 10' cut	301' - 700'	\$ 43.35
8"	6' - 10' cut	701' +	\$ 48.75
8"	10' - 16' cut	0' - 300'	\$ 63.45
8"	10' - 16' cut	301' - 700'	\$ 63.00
8"	10' - 16' cut	701' +	\$ 62.50
8"	Ductile Iron Pipe Add-On	Lump Sum	\$ 2.75
10"	0' - 6' cut	0' - 300'	\$ 43.15
10"	0' - 6' cut	301' - 700'	\$ 42.60
10"	0' - 6' cut	701' +	\$ 42.00
10"	6' - 10' cut	0' - 300'	\$ 52.15
10"	6' - 10' cut	301' - 700'	\$ 51.55
10"	6' - 10' cut	701' +	\$ 51.00

Contracting Firm: Paul Smithley Construction Co. Inc. Date: 10-13-2022

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 1: Part 1: PVC Sewer Pipe Installation (Cont'd)

Diameter	Est. Quantity	Length	Bid Price per LF
10"	10' - 16' cut	0' - 300'	\$ <u>65.70</u>
10"	10' - 16' cut	301' - 700'	\$ <u>65.20</u>
10"	10' - 16' cut	701' +	\$ <u>64.80</u>
10"	Ductile Iron Pipe Add-On	Lump Sum	\$ <u>3.35</u>
12"	0' - 6' cut	0' - 300'	\$ <u>45.40</u>
12"	0' - 6' cut	301' - 700'	\$ <u>44.85</u>
12"	0' - 6' cut	701' +	\$ <u>44.25</u>
12"	6' - 10' cut	0' - 300'	\$ <u>54.45</u>
12"	6' - 10' cut	301' - 700'	\$ <u>53.95</u>
12"	6' - 10' cut	701' +	\$ <u>53.40</u>
12"	10' - 16' cut	0' - 300'	\$ <u>68.00</u>
12"	10' - 16' cut	301' - 700'	\$ <u>67.50</u>
12"	10' - 16' cut	701' +	\$ <u>67.00</u>
12"	Ductile Iron Pipe Add-On	Lump Sum	\$ <u>3.80</u>

SECTION 1: Part 2: Miscellaneous Sewer Services

Work Description	Bid Unit	Bid Price/Unit
Manhole Installation		
Standard Installation	Bid/Vertical Ft.	\$ <u>274.10</u>
Installation over Existing Line	Bid/Vertical Ft.	\$ <u>328.90</u>
Tieing into Existing Manhole	Lump Sum	\$ <u>1,020.60</u>
Tieing into Existing Sewer Line	Lump Sum	\$ <u>567.00</u>
4" Sewer Tap	Lump Sum	\$ <u>792.00</u>
6" Sewer Tap	Lump Sum	\$ <u>1,020.60</u>
Install New Manhole Ring & Cover	Lump Sum	\$ <u>340.20</u>
Installation of Misc. Sewer Fittings	per Hour	\$ <u>175.00</u>
Manhole Height Adjustment		
MH Height Adjustment with Cast Iron Riser Ring	Lump Sum	\$ <u>79.50</u>
MH Height Adjustment with Brick and Mortar	Lump Sum	\$ <u>340.20</u>

Contracting Firm: Paul Smith Construction Co., Inc. Date: 10-13-2022

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 1: Part 2: Miscellaneous Sewer Services (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Manhole Height Adjustment (Cont'd)		
MH Height Adjustmant with Concrete Donut Riser	Lump Sum	\$ <u>340.20</u>
MH Height Adjustment - Riser 0 - 2 Feet	Lump Sum	\$ <u>562.00</u>
MH Height Adjustment - Riser 2 - 4 Feet	Lump Sum	\$ <u>792.120</u>
MH Height Adjustment - Riser 4 - 6 Feet	Lump Sum	\$ <u>963.00</u>
Sewer Pipe Bores		
4" to 6" Pipe	per LF	\$ <u>54.00</u>
8" to 10" Pipe	per LF	\$ <u>75.75</u>
12" to 16" Pipe	per LF	\$ <u>94.50</u>
<u>Total Section 1</u>		\$ <u>9,763.65</u>

SECTION 2: Sewer Inspections and Cleaning

Work Description	Bid Unit	Bid Price/Unit
Color TV/Video Inspection		
Minimum Service Charge	Lump Sum	\$ <u>NO Bid</u>
8" to 12" Sewer Lines	per LF	\$
15" to 18" Sewer Lines	per LF	\$
21" to 24" Sewer Lines	per LF	\$
Reverse Set-up	Lump Sum	\$
Pipe/Manhole Cleaning		
Clean 8" to 10" Sewer Lines	per LF	\$
Clean 12" to 15" Sewer Line	per LF	\$
Clean 18" to 21" Sewer Lines	per LF	\$
Clean 24" and Larger Sewer Lines	per LF	\$
Manhole Cleaning	per Hour	\$
Root Removal in Sewers		
8" Sewer Lines	per LF	\$
10" Sewer Lines	per LF	\$
12" Sewer Lines	per LF	\$

Contracting Firm: Paul Smithley Construction Co. Inc. Date: 10-13-2022

Invitation, Bid and Acceptance
City of Tupelo, MS
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SECTION 2: Sewer Inspections and Cleaning (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Smoke Testing Sewer Lines		
8" - 15" Sewer Lines	Per LF	\$ _____
18" - 36" Sewer Lines	Per LF	\$ _____
Total Section 2		\$ _____

NO Bid

SECTION 3: Sewer Line Open-Cut Point Repairs

Diameter	Est. Depth	Length of Repair	Bid Price per LF
8"	0'-10' cut	0-10'	\$ 2,898.00
8"	10'-14' cut	0-10'	\$ 2,898.00
8"	14'-18' cut	0-10'	\$ 2,898.00
8"	0'-10' cut	10'-20'	\$ 3,472.50
8"	10'-14' cut	10'-20'	\$ 3,472.50
8"	14'-18' cut	10'-20'	\$ 3,472.50
10"	0'-10' cut	0-10'	\$ 2,898.00
10"	10'-14' cut	0-10'	\$ 2,898.00
10"	14'-18' cut	0-10'	\$ 2,898.00
10"	0'-10' cut	10'-20'	\$ 3,472.50
10"	10'-14' cut	10'-20'	\$ 3,472.50
10"	14'-18' cut	10'-20'	\$ 3,472.50
12"	0'-10' cut	0-10'	\$ 2,898.00
12"	10'-14' cut	0-10'	\$ 2,898.00
12"	14'-18' cut	0-10'	\$ 2,898.00
12"	0'-10' cut	10'-20'	\$ 3,472.50
12"	10'-14' cut	10'-20'	\$ 3,472.50
12"	14'-18' cut	10'-20'	\$ 3,472.50
15"	0'-10' cut	0-10'	\$ 3,129.00
15"	10'-14' cut	0-10'	\$ 3,129.00
15"	14'-18' cut	0-10'	\$ 3,129.00
15"	0'-10' cut	10'-20'	\$ 3,697.50
15"	10'-14' cut	10'-20'	\$ 3,697.50
15"	14'-18' cut	10'-20'	\$ 3,697.50

Contracting Firm: Paul Smiley Construction Co, Inc Date: 10-13-2022

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 3: Sewer Line Open-Cut Point Repairs (Cont.)

Diameter	Est. Depth	Length of Repair	Bid Price per LF
18"	0'-10' cut	0-10'	\$ 3,129.00
18"	10'-14' cut	0-10'	\$ 3,129.00
18"	14'-18' cut	0-10'	\$ 3,129.00
18"	0'-10' cut	10'-20'	\$ 3,697.50
18"	10'-14' cut	10'-20'	\$ 3,697.50
18"	14'-18' cut	10'-20'	\$ 3,697.50
21"	0'-10' cut	0-10'	\$ 3,582.00
21"	10'-14' cut	0-10'	\$ 3,582.00
21"	14'-18' cut	0-10'	\$ 3,582.00
21"	0'-10' cut	10'-20'	\$ 4,491.00
21"	10'-14' cut	10'-20'	\$ 4,491.00
21"	14'-18' cut	10'-20'	\$ 4,491.00
24"	0'-10' cut	0-10'	\$ 3,582.00
24"	10'-14' cut	0-10'	\$ 3,582.00
24"	14'-18' cut	0-10'	\$ 3,582.00
24"	0'-10' cut	10'-20'	\$ 4,491.00
24"	10'-14' cut	10'-20'	\$ 4,491.00
24"	14'-18' cut	10'-20'	\$ 4,491.00
27"	0'-10' cut	0-10'	\$ 3,808.50
27"	10'-14' cut	0-10'	\$ 3,808.50
27"	14'-18' cut	0-10'	\$ 3,808.50
27"	0'-10' cut	10'-20'	\$ 4,716.00
27"	10'-14' cut	10'-20'	\$ 4,716.00
27"	14'-18' cut	10'-20'	\$ 4,716.00

Total Section 3

\$ 172,305.00

Contracting Firm: Paul Smithey Construction Co. Inc. Date: 10-13-2022

Invitation, Bid and Acceptance
 City of Tupelo, MS
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SECTION 4: Part 1: Water Pipe Installation

Work Description	Bid Unit	Bid Price/Unit
3/4" Copper Service Line	per LF	\$ 6.76
1" Copper Service Line	per LF	\$ 6.76
1 1/2" Copper Service Line	per LF	\$ 6.76
2" Copper Service Line	per LF	\$ 6.76
2" PVC Water Line	per LF	\$ 6.76
4" PVC Water Line	per LF	\$ 7.96
6" DIP Water Line	per LF	\$ 14.20
8" DIP Water Line	per LF	\$ 16.50
10" DIP Water Line	per LF	\$ 18.76
Installation of Misc. MJ Fittings	per Hour	\$ 170.25

SECTION 4: Part 2: Miscellaneous Water Services

Work Description	Bid Unit	Bid Price/Unit
New Fire Hydrant Installation w/valve	Lump Sum	\$ 1,360.50
6"x4" Water Tap w/valve and box	Lump Sum	\$ 1,134.00
8"x4" Water Tap w/valve and box	Lump Sum	\$ 1,134.00
6"x6" Water Tap w/valve and box	Lump Sum	\$ 1,134.00
8"x6" Water Tap w/valve and box	Lump Sum	\$ 1,134.00
10"x6" Water Tap w/valve and box	Lump Sum	\$ 1,252.50
12"x6" Water Tap w/valve and box	Lump Sum	\$ 1,252.50
8"x8" Water Tap w/valve and box	Lump Sum	\$ 1,360.50
10"x8" Water Tap w/valve and box	Lump Sum	\$ 1,474.50
12"x8" Water Tap w/valve and box	Lump Sum	\$ 1,474.50
10"x10" Water Tap w/valve and box	Lump Sum	\$ 1,701.00
12"x10" Water Tap w/valve and box	Lump Sum	\$ 1,815.00
12"x12" Water Tap w/valve and box	Lump Sum	\$ 2,268.00

SECTION 4: Part 3: Water Service Connections

Work Description	Bid Unit	Bid Price/Unit
3/4" water tap w/meter and box	Lump Sum	\$ 795.00
1" water tap w/meter and box	Lump Sum	\$ 795.00
1 1/2" water tap w/meter and box	Lump Sum	\$ 907.50
2" water tap w/meter and box	Lump Sum	\$ 907.50
Tie in to Existing Water Service Line	Lump Sum	\$ 170.50

Contracting Firm: Paul Smidhey Construction Co Inc. Date: 10-13-2022

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 4: Part 4: Water and Pipe Bores

Work Description	Bid Unit	Bid Price/Unit
3/4" to 1 1/2" Pipe	per LF	\$ <u>34.25</u>
2" to 6" Pipe	per LF	\$ <u>44.50</u>
8" to 10" Pipe	per LF	\$ <u>56.70</u>
12" to 16" Pipe	per LF	\$ <u>86.10</u>
<u>Total Section 4</u>		\$ <u>28,553.58</u>

SECTION 5: Miscellaneous Work

Work Description	Bid Unit	Bid Price/Unit
Dump Truck and Operator (12 cyl)	per hour	\$ <u>103.50</u>
Dump Truck and Operator (20 cyl)	per hour	\$ <u>127.50</u>
Trackhoe and Operator	per hour	\$ <u>180.00</u>
Backhoe and Operator	per hour	\$ <u>124.50</u>
D5 Dozer (or equal) and Operator	per hour	\$ <u>137.25</u>
General Labor	per hour	\$ <u>54.00</u>
Service Truck	per hour	\$ <u>103.50</u>
Asphalt Cutting	per foot	\$ <u>10.50</u>
Concrete Cutting	per foot	\$ <u>10.50</u>
Haul off Dig-out	per hour	\$ <u>499.50</u>
Haul Dirt (20 yds)	per hour	\$ <u>172.50</u>
Haul Dirt (14 yds)	per hour	\$ <u>127.50</u>
Fertilizing Seeding & Mulching	Square Yard	\$ <u>1.50</u>
<u>Total Section 5</u>		\$ <u>1,652.25</u>

Contracting Firm: Paul Smiley Construction Co., Inc. Date: 10-13-2022

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 6: Fire Hydrant Repairs

Work Description	Bid Unit	Bid Price/Unit
Replace Existing Fire Hydrant	Lump Sum	\$ 1,590.00
Replace Existing Fire Hydrant add Valve	Lump Sum	\$ 2,042.70
Raise Existing Fire Hydrant (12" to 18")	Lump Sum	\$ 682.50
Raise Existing Fire Hydrant (18" to 24")	Lump Sum	\$ 682.50
<u>Total Section 6</u>		\$ 4,997.70

SECTION 7: Internal Cured-In-Place Point Repair

Work Description	Bid Unit	Bid Price/Unit
6" x 3' Long	Each	\$ 3,204.00
Additional LF - 6"	per LF	\$ 150.00
8" x 3' Long	Each	\$ 3,582.00
Additional LF - 8"	per LF	\$ 159.00
10" x 3' Long	Each	\$ 3,960.00
Additional LF - 10"	per LF	\$ 159.00
12" x 3' Long	Each	\$ 4,338.00
Additional LF - 12"	per LF	\$ 174.00
<u>Total Section 7</u>		\$ 15,726.00

Contracting Firm: Paul Smith Construction Co. Inc. Date: 10-13-2022

This Bid is submitted for: Sources of Supply – 12 Month Supply Bid
Minor Water/Sewer Construction/Rehab

This bid is submitted to: City of Tupelo, 71 East Troy Street, Tupelo, MS 38804
 (Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish **Sources of Supply – 12 Month Supply Bid Minor Water/Sewer Construction/Rehab** for the City of Tupelo in accordance with the specifications provided for the above **UNIT PRICE** amount:

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

BIDDER INFORMATION

Company Name: Paul Smithy Construction Company, Inc.

Company Representative: Wesley Nelson

Title: President

Business Address:

Street: PO Box 357

City: Belden State: MS Zip: 38826

Phone: 662-844-0794 Email: Paulsmithyconst@att.net

Signature of Bidder: Wesley Nelson

Date: 10-13-2022



PAULSMI-04

TCALDWELL

DATE (MM/DD/YYYY)

10/12/2022

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Hub International Mid-South 1207 Office Park Drive Suite B Oxford, MS 38655	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(901) 312-5300	FAX (A/C, No): (901) 853-9943
	E-MAIL ADDRESS:		
INSURED Paul Smitley Construction Co., Inc. PO Box 357 Belden, MS 38826	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : United Fire & Casualty		13021
	INSURER B : Hanover Insurance Company		22292
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		60498702	11/28/2021	11/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		60498702	11/28/2021	11/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PER STATUTE OTH-ER
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		60498702	11/28/2021	11/28/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Equipment Floater		60498702	11/28/2021	11/28/2022	Equipment Floater 100,000
B	Installation Floater		IHS H764253 00	9/17/2021	9/17/2022	Limit 242,293

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job Description: Source of Supply - 12 Month Bid

CERTIFICATE HOLDER

CANCELLATION

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/12/2022

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

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

PRODUCER Collins Insurance Agency PO Box 969 100 Oxford Road New Albany MS 38652		CONTACT NAME: Nicole York PHONE (A/C, No, Ext): (662) 634-7676 FAX (A/C, No): (662) 634-5958 E-MAIL ADDRESS: nicole@collinsinsurance1.com	
INSURED Paul Smith Construction Co., Inc. P. O. Box 357 Balden MS 38826		INSURER(S) AFFORDING COVERAGE INSURER A: Amfed National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES
CERTIFICATE NUMBER: CL2281000730

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC122-6005827	07/01/2022	07/01/2023

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

Sources of Supply-12 month bid

CERTIFICATE HOLDER
CANCELLATION

City of Tupelo 71 East Troy Street Tupelo MS 38804	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Ray Collins</i>
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**Sources of Supply – 12 Month Supply Bid
Minor Water/Sewer Construction/Rehab
Supplies and Specifications**

CITY OF TUPELO, MS

BID # 2022-038WL

BID DATE: October 13, 2022

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

Sources of Supply – 12 Month Supply Bid Minor Water/Sewer Construction/Rehab

BID # 2022-038WL

until **10:00 o'clock A.M. local time on October 13, 2022.**

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Questions regarding the website or electronic bidding should be directed to Plan House at 662-407-0193 or tupelo@planhouseprinting.com.

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

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

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI.

CITY OF TUPELO, MISSISSIPPI

**Jennifer Shempert
Purchasing Clerk**

**Publishing Dates: September 26, 2022
October 3, 2022**

**Sources of Supply – 12 Month Supply Bid
Minor Water/Sewer Construction/Rehab**

BID # 2022-038WL

I. GENERAL

The City of Tupelo will accept sealed bids until **10:00 AM, October 13, 2021**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications. If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the city, at the originally scheduled hour.

II. Bidders Requirements/Information

1. Bidder's Certificate of Responsibility must be written on the outside of the bid envelope, or it must be stated the total bid amount to be less than \$50,000. Bids will be awarded by section total to the lowest and best bidder. Bid will be valid for a twelve-month period. If approved low bidder cannot supply, a letter must be submitted stating this. The alternate bidder will then be used.
2. The successful bidder shall include proof of \$1,000,000 general liability coverage and worker's compensation coverage submitted with the bid.
3. The successful bidder must provide a certificate of insurance of \$300,000 minimum per vehicle submitted with the bid.
4. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers to or works on City job sites. City equipment will not be used in conjunction with vendor equipment in any way.
5. Bidder must be bonded for work up to \$100,000 and show proof of performance bond with submitted bid.
6. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
7. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. However, no additional consideration shall be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
8. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
9. The bid solicitation is for a supply contract of twelve (12) months with the City to have the option, at the end of the initial twelve (12) month period, to renew the contract for an additional twelve (12) months with no price increase if agreeable with vendor.
10. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be stated in the specifications.
11. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
12. Delivery will be a consideration in the awarding of this bid.
13. The burden of proof of specifications is the responsibility of the bidder.

III. SUBMISSION OF BIDS:

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. The City of Tupelo is a Tax-Exempt Government Entity.

Bids should be submitted via hard copy or electronically prior to **10:00 AM, October 13, 2022..** Electronic bids shall be submitted online at www.tupelomsbids.com.

Sealed bids shall be submitted to City of Tupelo, 71 East Troy Street, Tupelo, MS 38804.

IV. QUESTIONS

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

General questions regarding this request should be directed to Traci Dillard, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: traci.dillard@tupeloms.gov

For questions concerning the technical specifications, prospective bidders may contact Davey Cole, Water and Sewer General Foreman with Tupelo Water and Light at (662) 841-6460.

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

Questions regarding obtaining bid documents or submitting electronic bids via the website www.tupelomsbids.com should be directed to Plan House/ PH Bidding Group at 662-407-0193 or tupelo@planhouseprinting.com.



**City of Tupelo, Mississippi
Sources of Supply
Supplies and Specifications**

Tupelo Water and Light Department: Minor Construction/Rehab.

Contact Persons: Johnny Timmons, Manager
Davey Cole, Water and Sewer General Foreman
(662) 841-6460

City indicates City of Tupelo, Mississippi

Labor and equipment to excavate, install and backfill the following PVC and Ductile Iron pipes and structures to City specifications at sizes and depths shown. City shall furnish all materials. Contractor is responsible for all equipment required to load and haul off all excavated material not to be reused and deliver all piping, fittings, etc. to the project from the stockpile (unit prices below shall include this cost). All sewer pipes shall be installed with laser. The location and protection of existing utilities are the responsibility of the contractor. **All qualified contractors shall be located within a 25 mile radius of the City of Tupelo.**

Any contractor who has not previously performed work for the Tupelo Water and Light Department must show responsibility and experience for any work to be bid upon prior to submitting a bid. Proof of experience must include a list of projects, cost of projects, and telephone numbers of contact persons of projects. No bid will be received from a contractor not approved prior to bid date.

Prices submitted must be firm and all bid quotations shall be valid for a **12-month period**.

The contractor which supplies the lowest bid for each section shall be awarded that section under this agreement, assuming that the lowest bidder can document their ability to perform such work. Furthermore, the City does not guarantee the purchase of any specific quantities of the items listed. Purchases will be made to cover requirements as they arise during the contract period.

All bids must be submitted on the standardized bid form provided. Further, the firm supplying the quotation should include the name of their firm on:

1. Each page of the bid form utilized in the quotation
2. On any literature that may be included with the bid.

Please verify that all Sections have been totaled before returning the bid form.

Invitation, Bid and Acceptance
City of Tupelo, MS
Sources of Supply
Page 5

SECTION 1: Part 1: PVC Sewer Pipe Installation

Diameter	Est. Quantity	Length	Bid Price per LF
4"	0' - 6' cut	0' - 300'	\$ _____
4"	0' - 6' cut	301' - 700'	\$ _____
4"	0' - 6' cut	701' +	\$ _____
4"	6' - 10' cut	0' - 300'	\$ _____
4"	6' - 10' cut	301' - 700'	\$ _____
4"	6' - 10' cut	701' +	\$ _____
4"	10' - 16' cut	0' - 300'	\$ _____
4"	10' - 16' cut	301' - 700'	\$ _____
4"	10' - 16' cut	701' +	\$ _____
4"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____
6"	0' - 6' cut	0' - 300'	\$ _____
6"	0' - 6' cut	301' - 700'	\$ _____
6"	0' - 6' cut	701' +	\$ _____
6"	6' - 10' cut	0' - 300'	\$ _____
6"	6' - 10' cut	301' - 700'	\$ _____
6"	6' - 10' cut	701' +	\$ _____
6"	10' - 16' cut	0' - 300'	\$ _____
6"	10' - 16' cut	301' - 700'	\$ _____
6"	10' - 16' cut	701' +	\$ _____
6"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____
8"	0' - 6' cut	0' - 300'	\$ _____
8"	0' - 6' cut	301' - 700'	\$ _____
8"	0' - 6' cut	701' +	\$ _____
8"	6' - 10' cut	0' - 300'	\$ _____
8"	6' - 10' cut	301' - 700'	\$ _____
8"	6' - 10' cut	701' +	\$ _____
8"	10' - 16' cut	0' - 300'	\$ _____
8"	10' - 16' cut	301' - 700'	\$ _____
8"	10' - 16' cut	701' +	\$ _____
8"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____
10"	0' - 6' cut	0' - 300'	\$ _____
10"	0' - 6' cut	301' - 700'	\$ _____
10"	0' - 6' cut	701' +	\$ _____
10"	6' - 10' cut	0' - 300'	\$ _____
10"	6' - 10' cut	301' - 700'	\$ _____
10"	6' - 10' cut	701' +	\$ _____

Contracting Firm: _____ Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
 Page 6

SECTION 1: Part 1: PVC Sewer Pipe Installation (Cont'd)

Diameter	Est. Quantity	Length	Bid Price per LF
10"	10' - 16' cut	0' - 300'	\$ _____
10"	10' - 16' cut	301' - 700'	\$ _____
10"	10' - 16' cut	701' +	\$ _____
10"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____
12"	0' - 6' cut	0' - 300'	\$ _____
12"	0' - 6' cut	301' - 700'	\$ _____
12"	0' - 6' cut	701' +	\$ _____
12"	6' - 10' cut	0' - 300'	\$ _____
12"	6' - 10' cut	301' - 700'	\$ _____
12"	6' - 10' cut	701' +	\$ _____
12"	10' - 16' cut	0' - 300'	\$ _____
12"	10' - 16' cut	301' - 700'	\$ _____
12"	10' - 16' cut	701' +	\$ _____
12"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____

SECTION 1: Part 2: Miscellaneous Sewer Services

Work Description	Bid Unit	Bid Price/Unit
Manhole Installation		
Standard Installation	Bid/Vertical Ft.	\$ _____
Installation over Existing Line	Bid/Vertical Ft.	\$ _____
Tieing into Existing Manhole	Lump Sum	\$ _____
Tieing into Existing Sewer Line	Lump Sum	\$ _____
4" Sewer Tap	Lump Sum	\$ _____
6" Sewer Tap	Lump Sum	\$ _____
Install New Manhole Ring & Cover	Lump Sum	\$ _____
Installation of Misc. Sewer Fittings	per Hour	\$ _____
Manhole Height Adjustment		
MH Height Adjustment with Cast Iron Riser Ring	Lump Sum	\$ _____
MH Height Adjustment with Brick and Mortar	Lump Sum	\$ _____

Contracting Firm: _____ Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
 Page 7

SECTION 1: Part 2: Miscellaneous Sewer Services (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Manhole Height Adjustment (Cont'd)		
MH Height Adjustmant with Concrete Donut Riser	Lump Sum	\$ _____
MH Height Adjustment - Riser 0 - 2 Feet	Lump Sum	\$ _____
MH Height Adjustment - Riser 2 - 4 Feet	Lump Sum	\$ _____
MH Height Adjustment - Riser 4 - 6 Feet	Lump Sum	\$ _____
Sewer Pipe Bores		
4" to 6" Pipe	per LF	\$ _____
8" to 10" Pipe	per LF	\$ _____
12" to 16" Pipe	per LF	\$ _____
<u>Total Section 1</u>		\$ _____

SECTION 2: Sewer Inspections and Cleaning

Work Description	Bid Unit	Bid Price/Unit
Color TV/Video Inspection		
Minimum Service Charge	Lump Sum	\$ <u>555.00</u>
8" to 12" Sewer Lines	per LF	\$ <u>2.00</u>
15" to 18" Sewer Lines	per LF	\$ <u>2.50</u>
21" to 24" Sewer Lines	per LF	\$ <u>3.00</u>
Reverse Set-up	Lump Sum	\$ <u>300.00</u>
Pipe/Manhole Cleaning		
Clean 8" to 10" Sewer Lines	per LF	\$ <u>2.00</u>
Clean 12" to 15" Sewer Line	per LF	\$ <u>2.50</u>
Clean 18" to 21" Sewer Lines	per LF	\$ <u>3.00</u>
Clean 24" and Larger Sewer Lines	per LF	\$ <u>3.00</u>
Manhole Cleaning	per Hour	\$ <u>225.00</u>
Root Removal in Sewers		
8" Sewer Lines	per LF	\$ <u>2.00</u>
10" Sewer Lines	per LF	\$ <u>2.50</u>
12" Sewer Lines	per LF	\$ <u>3.00</u>

Contracting Firm: m+m Underground Video Insps. Date: 10/11/22
Ricky + Corey Martin

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
 Page 8

SECTION 2: Sewer Inspections and Cleaning (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Smoke Testing Sewer Lines		
8" - 15" Sewer Lines	Per LF	\$ <u>1.50</u>
18" - 36" Sewer Lines	Per LF	\$ <u>2.00</u>
<u>Total Section 2</u>		\$ <u>1109.00</u>

SECTION 3: Sewer Line Open-Cut Point Repairs

Diameter	Est. Depth	Length of Repair	Bid Price per LF
8"	0'-10' cut	0-10'	\$ _____
8"	10'-14' cut	0-10'	\$ _____
8"	14'-18' cut	0-10'	\$ _____
8"	0'-10' cut	10'-20'	\$ _____
8"	10'-14' cut	10'-20'	\$ _____
8"	14'-18' cut	10'-20'	\$ _____
10"	0'-10' cut	0-10'	\$ _____
10"	10'-14' cut	0-10'	\$ _____
10"	14'-18' cut	0-10'	\$ _____
10"	0'-10' cut	10'-20'	\$ _____
10"	10'-14' cut	10'-20'	\$ _____
10"	14'-18' cut	10'-20'	\$ _____
12"	0'-10' cut	0-10'	\$ _____
12"	10'-14' cut	0-10'	\$ _____
12"	14'-18' cut	0-10'	\$ _____
12"	0'-10' cut	10'-20'	\$ _____
12"	10'-14' cut	10'-20'	\$ _____
12"	14'-18' cut	10'-20'	\$ _____
15"	0'-10' cut	0-10'	\$ _____
15"	10'-14' cut	0-10'	\$ _____
15"	14'-18' cut	0-10'	\$ _____
15"	0'-10' cut	10'-20'	\$ _____
15"	10'-14' cut	10'-20'	\$ _____
15"	14'-18' cut	10'-20'	\$ _____

Contracting Firm: Mr. M. Underground Video & Repairs Date: 10/11/22
Richy & Casey Montev

Invitation, Bid and Acceptance
City of Tupelo, MS
Sources of Supply
Page 9

SECTION 3: Sewer Line Open-Cut Point Repairs (Cont.)

Diameter	Est. Depth	Length of Repair	Bid Price per LF
18"	0'-10' cut	0-10'	\$ _____
18"	10'-14' cut	0-10'	\$ _____
18"	14'-18' cut	0-10'	\$ _____
18"	0'-10' cut	10'-20'	\$ _____
18"	10'-14' cut	10'-20'	\$ _____
18"	14'-18' cut	10'-20'	\$ _____
<hr/>			
21"	0'-10' cut	0-10'	\$ _____
21"	10'-14' cut	0-10'	\$ _____
21"	14'-18' cut	0-10'	\$ _____
21"	0'-10' cut	10'-20'	\$ _____
21"	10'-14' cut	10'-20'	\$ _____
21"	14'-18' cut	10'-20'	\$ _____
<hr/>			
24"	0'-10' cut	0-10'	\$ _____
24"	10'-14' cut	0-10'	\$ _____
24"	14'-18' cut	0-10'	\$ _____
24"	0'-10' cut	10'-20'	\$ _____
24"	10'-14' cut	10'-20'	\$ _____
24"	14'-18' cut	10'-20'	\$ _____
<hr/>			
27"	0'-10' cut	0-10'	\$ _____
27"	10'-14' cut	0-10'	\$ _____
27"	14'-18' cut	0-10'	\$ _____
27"	0'-10' cut	10'-20'	\$ _____
27"	10'-14' cut	10'-20'	\$ _____
27"	14'-18' cut	10'-20'	\$ _____

Total Section 3

\$ _____

Contracting Firm: _____ Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
 Page 10

SECTION 4: Part 1: Water Pipe Installation

Work Description	Bid Unit	Bid Price/Unit
3/4" Copper Service Line	per LF	\$ _____
1" Copper Service Line	per LF	\$ _____
1 1/2" Copper Service Line	per LF	\$ _____
2" Copper Service Line	per LF	\$ _____
2" PVC Water Line	per LF	\$ _____
4" PVC Water Line	per LF	\$ _____
6" DIP Water Line	per LF	\$ _____
8" DIP Water Line	per LF	\$ _____
10" DIP Water Line	per LF	\$ _____
Installation of Misc. MJ Fittings	per Hour	\$ _____

SECTION 4: Part 2: Miscellaneous Water Services

Work Description	Bid Unit	Bid Price/Unit
New Fire Hydrant Installation w/valve	Lump Sum	\$ _____
6"x4" Water Tap w/valve and box	Lump Sum	\$ _____
8"x4" Water Tap w/valve and box	Lump Sum	\$ _____
6"x6" Water Tap w/valve and box	Lump Sum	\$ _____
8"x6" Water Tap w/valve and box	Lump Sum	\$ _____
10"x6" Water Tap w/valve and box	Lump Sum	\$ _____
12"x6" Water Tap w/valve and box	Lump Sum	\$ _____
8"x8" Water Tap w/valve and box	Lump Sum	\$ _____
10"x8" Water Tap w/valve and box	Lump Sum	\$ _____
12"x8" Water Tap w/valve and box	Lump Sum	\$ _____
10"x10" Water Tap w/valve and box	Lump Sum	\$ _____
12"x10" Water Tap w/valve and box	Lump Sum	\$ _____
12"x12" Water Tap w/valve and box	Lump Sum	\$ _____

SECTION 4: Part 3: Water Service Connections

Work Description	Bid Unit	Bid Price/Unit
3/4" water tap w/meter and box	Lump Sum	\$ _____
1" water tap w/meter and box	Lump Sum	\$ _____
1 1/2" water tap w/meter and box	Lump Sum	\$ _____
2" water tap w/meter and box	Lump Sum	\$ _____
Tie in to Existing Water Service Line	Lump Sum	\$ _____

Contracting Firm: _____ Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
 Page 11

SECTION 4: Part 4: Water and Pipe Bores

Work Description	Bid Unit	Bid Price/Unit
3/4" to 1 1/2" Pipe	per LF	\$ _____
2" to 6" Pipe	per LF	\$ _____
8" to 10" Pipe	per LF	\$ _____
12" to 16" Pipe	per LF	\$ _____

Total Section 4

\$ _____

SECTION 5: Miscellaneous Work

Work Description	Bid Unit	Bid Price/Unit
Dump Truck and Operator (12 cyl)	per hour	\$ _____
Dump Truck and Operator (20 cyl)	per hour	\$ _____
Trackhoe and Operator	per hour	\$ _____
Backhoe and Operator	per hour	\$ _____
D5 Dozer (or equal) and Operator	per hour	\$ _____
General Labor	per hour	\$ _____
Service Truck	per hour	\$ _____
Asphalt Cutting	per foot	\$ _____
Concrete Cutting	per foot	\$ _____
Haul off Dig-out	per hour	\$ _____
Haul Dirt (20 yds)	per hour	\$ _____
Haul Dirt (14 yds)	per hour	\$ _____
Fertilizing Seeding & Mulching	Square Yard	\$ _____

Total Section 5

\$ _____

Contracting Firm: _____ Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
 Page 12

SECTION 6: Fire Hydrant Repairs

Work Description	Bid Unit	Bid Price/Unit
Replace Existing Fire Hydrant	Lump Sum	\$ _____
Replace Existing Fire Hydrant add Valve	Lump Sum	\$ _____
Raise Existing Fire Hydrant (12" to 18")	Lump Sum	\$ _____
Raise Existing Fire Hydrant (18" to 24")	Lump Sum	\$ _____

Total Section 6 \$ _____

SECTION 7: Internal Cured-In-Place Point Repair

Work Description	Bid Unit	Bid Price/Unit
6" x 3' Long	Each	\$ _____
Additional LF - 6"	per LF	\$ _____
8" x 3' Long	Each	\$ _____
Additional LF - 8"	per LF	\$ _____
10" x 3' Long	Each	\$ _____
Additional LF - 10"	per LF	\$ _____
12" x 3' Long	Each	\$ _____
Additional LF - 12"	per LF	\$ _____

Total Section 7 \$ _____

Contracting Firm: _____ Date: _____

This Bid is submitted for: Sources of Supply – 12 Month Supply Bid
Minor Water/Sewer Construction/Rehab

This bid is submitted to: City of Tupelo, 71 East Troy Street, Tupelo, MS 38804
 (Owner)

The undersigned, in compliance with the request for bids hereby proposes to furnish **Sources of Supply – 12 Month Supply Bid Minor Water/Sewer Construction/Rehab** for the City of Tupelo in accordance with the specifications provided for the above **UNIT PRICE** amount:

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

BIDDER INFORMATION

Company Name: M+M Underground Video Inspection Service

Company Representative: Casay Martin add Ricky Martin

Title: Owners/members

Business Address:

Street: 8460 CR 701

City: Ripley State: MS Zip: 38663

Phone: 662-587-1058 Email: mmundergroundvideo@hotmail.com

Signature of Bidder: Ricky Martin Casay Martin

Date: 10/11/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2022

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
1076 Highland Colony Parkway, Suite 300
Ridgeland MS 39157

CONTACT

NAME:

PHONE (A/C No, Ext): 601-605-3133

FAX

(A/C, No):

E-MAIL

ADDRESS: Rita_Clark@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Union Insurance Company

25844

INSURER B: Bridgefield Casualty Insurance Company

10335

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
M & M Underground Video Inspection Service, LLC
8460 CR 701
Ripley MS 386663

COVERAGES

CERTIFICATE NUMBER: 696335265

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CNA4516461	2/10/2022	2/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CNA4516461	2/10/2022	2/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CNA4516461	2/10/2022	2/10/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		N/A	19652572	2/10/2022	2/10/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POST IN A
CONSPICUOUS
PLACE

City of Tupelo Privilege Tax License

License Number

31611

Business Name & Address: M & M UNDERGROUND VIDEO
PO BOX 2489
OXFORD, MS 38655

Issue Date: 10/01/2022

Expire Date: 09/30/2023

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

Business as: M & M UNDERGROUND VIDEO

Location:

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



Business
License

John J. ...
Mayor

Kim Hanna
City Clerk/Tax Collector

This License is NOT Transferable

State of Mississippi

BOARD OF CONTRACTORS

M & M UNDERGROUND VIDEO INSPECTION SERVICE, LLC

8460 CR 701

ACTIVE

RIPLEY, MS 38663

is duly registered and entitled to perform

- 1) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION 2) UNDERGROUND UTILITIES

We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 14 day of Mar., 2023



CERTIFICATE OF RESPONSIBILITY

No. 22665-MC

Expires Mar. 14, 2023

Joel A. Canell,

CHAIRMAN OF THE BOARD



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE October 26, 2022
SUBJECT: IN THE MATTER OF AWARD OF BID # 2022-041WL JT

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, November 1, 2022:

Bid No. 2022-041WL – LED Luminaires (6 Month Supply Bid) to the low qualified bids as indicated on the attached bid tabulation with the following explanation:

Item 2 – Although Trastar, Inc. provided the lowest price on this item, the luminaire they offer does not meet our required specifications and the replacement parts are not interchangeable with the lights already installed within our system.

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION - LED LUMINAIRES
BID NO. 2022-041WL
OCTOBER 13, 2022

Item	Product	Vendors		
		Stuart C. Irby	Arkansas Electric	Trastar, Inc.
	<u>LED Luminaires (6 Month Supply Bid)</u>			
1	8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry	\$111.58	No Bid	No Bid
2	230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection Color: Gray	No Bid	\$278.00	\$268.00
3	270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze	No Bid	\$570.00	No Bid
4	270 Watts 31000 Lumens Multi-Vlt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray	No Bid	\$570.00	No Bid

Minute Entry Sign Up Sheet

Date: 10/13/2022Time: 10:00 AMBid # 2022-041WLDepartment: TW&L

BID# 2022-041WL LED LUMINAIRES 6 MONTH

Project:

Attendance

Company

Sam Blasius

TWL

Eric Dillal

COT

Chris Henry

COT

Jennifer Shemper

COT

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**LED LUMINAIRES
6-MONTH SUPPLY BID
Bid # 2022-041WL**

Until **10:00 o'clock A.M.** local time on **October 13, 2022**

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

Any questions regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI.

**Jennifer Shempert
Purchasing Clerk**

Publishing Dates: September 27, 2022
October 4, 2022



**LED LUMINAIRES
6-MONTH SUPPLY BID**

City of Tupelo, Mississippi

BID # 2022-041WL

Publication Dates:.....September 23, 2022 and September 30, 2022

BID Response Deadline:October 13, 2022 before 10:00 AM

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**LED LUMINAIRES
6-MONTH SUPPLY BID
Bid # 2022-041WL**

Until 10:00 o'clock A.M. local time on October 13, 2022

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid Documents and Specifications can be viewed and obtained online at www.tupelomsbids.com.

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**BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI.**

Jennifer Shempert
Purchasing Clerk

Publishing Dates: September 23, 2022
September 30, 2022

**LED Luminaires
6-MONTH SUPPLY BID
Bid # 2022-041WL**

I. GENERAL

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, October 13, 2022**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

II. TECHNICAL SPECIFICATIONS & BID FORM

The City of Tupelo will be accepting proposals for LED Luminaires. This is a six (6) month supply bid.

Specifications	Unit Price
Item 1: 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL) *****NEW # WLT-D-MVOLT-D5-4K-UA-MP-TB-P3-TL-IG*****	\$111.58
Item 2: 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P7N)	
Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)	
Item 4: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)	

General Bidders Requirements/Information

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. However, no additional consideration shall be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. Manufacturer's part or item numbers are shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the City of Tupelo whose decision shall be final. All items shall be delivered FOB to Tupelo Water & Light Department, 320 North Front Street, Tupelo, Mississippi 38804.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. The bid solicitation is for a supply contract of six (6) months with the City to have the option, at the end of the initial six (6) month period, to renew the contract for an additional six (6) months with no price increase if agreeable with vendor.
6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be for truckload quantities.
7. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
8. Delivery will be a consideration in the awarding of this bid.
9. The burden of proof of specifications is the responsibility of the bidder.

III. QUESTIONS

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

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

For questions concerning the technical specifications, prospective bidders may contact Drew Kyle Tupelo Water & Light Department. The phone number is 662-841-6460. Email: drew.kyle@tupeloms.gov

Questions regarding the website or electronic bidding should be directed to Plan House at 662-407-0193 or tupelo@planhouseprinting.com.

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

IV. OPENING:

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

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

BIDDER INFORMATION FORM

**LED Luminaires
6-MONTH SUPPLY BID
BID # 2022-041WL**

The undersigned proposes to provide water materials which meet the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

BIDDER INFORMATION:

Company Name: IRBY

Company Representative: ANNA STANZIONE

Title: INSIDE UTILITY SALES

Business Address:

Street: 815 IRBY DRIVE

City: JACKSON State: MS Zip: 39201

Signature of Bidder: _____

Date: 10/07/22



Submittal Spec Sheet

Dynamically Generated
Series: WLT

Date: 10/07/22

Project: LED LUMINAIRES

Group/Type: 6-MONTH SUPPLY BID

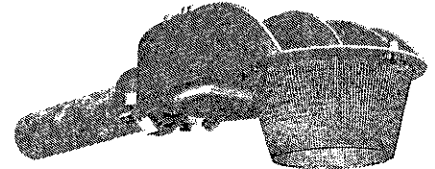
Qty: 2000

WLT

Watch Light NEMA Head Security

Product Submittal Description:

Watchlight LED security light, Performance package, MVOLT, Type V, drop refractor included, 4000K, Unfinished aluminum, 10kV/5kA MOV pack, Terminal block, 3-pin photocontrol receptacle, Tool-less entry



The product images shown are for illustration purposes only and may not be an exact representation of the product.

[↓ IES Files](#)
[↓ BIM Models](#)
[↓ Full Spec Sheet](#)
Product Webpage: www.acuitybrands.com/products/detail/1697268Warranty: www.acuitybrands.com/support/warranty/terms-and-conditions

Model #: WLT D MVOLT D5 4K UA MP TB P3 TL ✓

Series*		Performance Package*		Voltage*		Distribution*	
WLT	Watchlight LED security light	A	Performance package	MVOLT	MVOLT	D3	Type III, drop refractor included
		B	Performance package			D5	Type V, drop refractor included
		C	Performance package			N3	Type III, zero uplight
		D	Performance package			N5	Type V, zero uplight
		E	Performance package			R3	Roadway Type III
		F	Performance package			R5	Roadway Type V
Color Temperature*		Finish*		Surge Protection*		Terminal Block	
3K	3000K	GY	Gray	20	20kV/10KA SPD	TB	Terminal block
4K	4000K	UA	Unfinished aluminum	6K	6kV/3kA parallel		
				MP	10kV/5kA MOV pack		
Shield		Supply Wire					
LTS	Light trespass shield	PW1	Prewired to terminal block 1FT of #14 CU solid B/W	PW4	Prewired to terminal block 4FT of #14 CU solid B/W	PW8	Prewired to terminal block 8FT of #14 CU solid B/W
		PW10	Prewired to terminal block 10FT of #14 CU solid B/W	PW5	Prewired to terminal block 5FT of #14 CU solid B/W	PW9	Prewired to terminal block 9FT of #14 CU solid B/W
		PW2	Prewired to terminal block 2FT of #14 CU solid B/W	PW6	Prewired to terminal block 6FT of #14 CU solid B/W		
		PW3	Prewired to terminal block 3FT of #14 CU solid B/W	PW7	Prewired to terminal block 7FT of #14 CU solid B/W		

One Lithonia Way Conyers, GA 30012 • Phone: 800-705-7378 • www.acuitybrands.com

Created Date: 4/18/2022 9:51 AM

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Page 1 of 2



Submittal Spec Sheet

Dynamically Generated
Series: WLT

Date:

Project:

Group/Type:

Qty:

Photocontrol Receptacle*		Photocontrol		Tool-less Entry		Insect Guard	
P3	3-pin photocontrol receptacle	PCCC	Solid-State Long Life Photocontrol with on demand local remote on/off capability	TL	Tool-less entry	IG	Insect guard
P7	7-pin photocontrol receptacle	PCLL	Long life photocontrol				
		SH	Shorting cap				
Certification		Install Packages		Job Pack			
CC	UL/CSA certified	PKGL18	DTL DLL control + 18IN mast arm + 5FT pre-wire	JP	Job pack		
		PKGL24	DTL DLL control + 24IN mast arm + 5FT pre-wire				
		PKGL30	DTL DLL control + 30IN mast arm + 5FT pre-wire				

This is a dynamic specification sheet that is based on certain selections made by the user. All results generated are for informational purposes only. The user should validate the results with its agency sales representative to determine whether the product has been configured correctly before ordering. Acuity Brands Lighting is not responsible for any loss resulting from product configuration errors.

Not all versions of the product are available with all options.

Specifications subject to change without notice.

Actual performance may differ as a result of end-user environment and application.

All values are design or typical values, measured under laboratory conditions at 25 °C.

See the full specification sheet at the product page link above for full product information and detailed ordering information.

Certain airborne contaminants can diminish the integrity of acrylic and/or polycarbonate.

Visit: <http://www.acuitybrandslighting.com/library/all/documents/specsheets/acrylic-polycarbonate-compatibility.pdf> for Acrylic-Polycarbonate Compatibility table for suitable uses.

All trademarks referenced are property of their respective owners.



One Lithonia Way Conyers, GA 30012 • Phone: 800-705-7378 • www.acuitybrands.com

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Created Date: 4/18/2022 9:51 AM

Page 2 of 2



**LED LUMINAIRES
6-MONTH SUPPLY BID**

City of Tupelo, Mississippi

BID # 2022-041WL

Publication Dates:.....September 23, 2022 and September 30, 2022

BID Response Deadline:October 13, 2022 before 10:00 AM

ADVERTISEMENT FOR PROPOSALS

NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:

**LED LUMINAIRES
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BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO,
MISSISSIPPI.

Jennifer Shempert
Purchasing Clerk

Publishing Dates: September 23, 2022
September 30, 2022

**LED Luminaires
6-MONTH SUPPLY BID
Bid # 2022-041WL**

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Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)	no bid
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DELIVERY/LEAD TIME: STOCK-30DAYS ARO

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BIDDER INFORMATION FORM

**LED Luminaires
6-MONTH SUPPLY BID
BID # 2022-041WL**

The undersigned proposes to provide water materials which meet the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

BIDDER INFORMATION:

Company Name: TRASTAR INC.

Company Representative: Flor Cuevas

Title: Inside Sales Specialist

Business Address:

Street: 860 N. Dorothy Dr. Suite 600

City: Richardson State: TX Zip: 75081

Signature of Bidder: Flor Cuevas

Date: 10/10/2022



DURA-STR Cobra Head

Certified by ISO9001 International Quality Control System

TECHNICAL DATA

POWER CONSUMPTION – Saves 50-70%.

EXPECTED LED LIFE – 100,000 hrs.

LED TECHNOLOGY – Latest technology on Hi-Flux LEDs,
Minimum CRI of 70.

OPTICS – Special secondary optical lens design to maximize light output & uniformity. Each lens allow the fixture to generate different lighting patterns. Dimmable option. Meets IEC Standard 60529-IP66. 0% Uplight.

DISTRIBUTION LAYOUT – Available: Type II, III, IV, V.

OPERATING TEMPERATURE – -40 C° ~ +70 C°.

HOUSING – Die cast aluminum housing with powder coat finish. Single, self-contained device, not requiring on-site assembly for installation, designed to prevent the buildup of water and accumulated debris. Tool-less entry housing. Completely watertight. Rating of 9-10 per ASTM D1654 after 1000hr with ASTM B117.

THERMAL MANAGEMENT – Heat sink fins are incorporated into the external design to allow for dispensing heat.

MOUNTING – ±5° mounting angle adjustability. Adjustable for arms from 1 ½" - 2 ½" Complies with ANSI 1598.31 for 3G vibration tests.

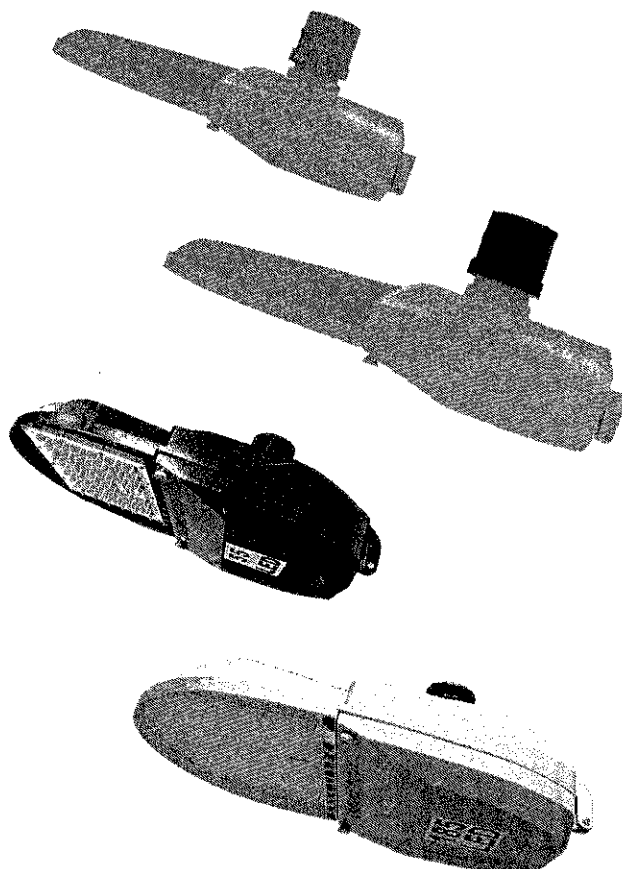
ELECTRICAL FEATURES – Integral power surge protector tested in conformance to ANSI/IEEE C62.45 procedures. Comes with a variable voltage power supply 100-305VAC and 247-528VAC. SPD rated min. 20kV AND 10kA. Twist-lock photocell option (3 or 7 Pin). UL1598, UL8750, CSA C22.2 certified.

COLOR CORRELATED TEMPERATURE (CCT) – Available in 3,000K – 5000K

NEIGHBORHOOD FRIENDLY LENS & NUISANCE HOUSE SHIELD OPTION AVAILABLE

TESTING CONFORMANCE:

Safety Listing- UL 1598, 40C, Wet Location
Harmonic Control Electrical Power Systems – IEEE 519
Harmonic Distortion – ANSI C82.77
Degrees of Protection by Enclosure (IP) IEC 61000 – EMC – IEC 60529
Surge Protection – ANSI/IEEE C62.41
Luminaire Vibration – ANSI C136.31
Salt Spray Test – ASTM B117
Environment Test – IEC 60068
FCC Title 47 CFP Part 18



Model Number:	DURA-STR10	DURA-STR10A	DURA-STR15	DURA-STR20	DURA-STR25	DURA-STR25C	DURA-STR40	DURA-STR40E
Wattage Level:	40W	50W	65W	100W	120W	150W	185W	230W
Lumen Output*:	≈ 5900	≈ 7400	≈ 9600	≈ 14800	≈ 17300	≈ 22500	≈ 27700	≈ 35100
CRI:	> 70	> 70	> 70	> 70	> 70	> 70	> 70	> 70
Power Factor:	> 0.9	> 0.9	> 0.9	> 0.9	> 0.9	> 0.9	> 0.9	> 0.9
Weight (lbs):	≤ 14	≤ 14	≤ 14	≤ 14	≤ 14	≤ 14	≤ 20	≤ 20
EPA (sqft):	0.48	0.48	0.48	0.48	0.48	0.48	0.68	0.68

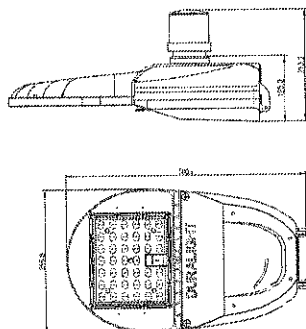


DURA-STR Cobra Head

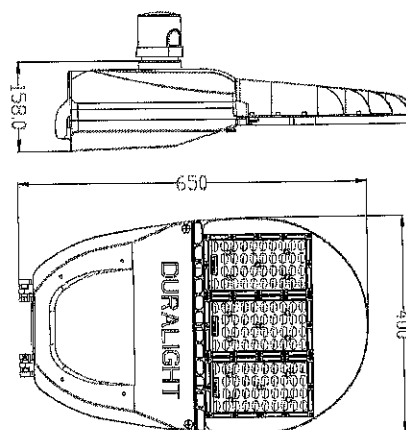
Certified by ISO9001 International Quality Control System

DIMENSIONS

STR15 & STR25



DURA-STR40



ORDERING/OPTIONS

Example: DURA-STR40E-4K-120-3-GR-SCL

DURA		STR		40E		4K	
PREFIX		SERIES		WATTAGE LEVEL		CCT	
DURA	DURALIGHT	STR	Lighting Series	10	≈ 40W	3K	3000K (± 300)
	LED			10A	≈ 55W	4K	4000K (± 300) (Standard CCT)
				15	≈ 65W		
				20	≈ 100W	5K	5000K (± 300)
				25	≈ 120W		
				25C	≈ 150W		
				40	≈ 185W		
				40E	≈ 230W		
120		3		GR		SCL	
VOLTAGE		DISTRIBUTION		FINISH		OPTIONS	
120	120V - 277V	2	Type II	GR	Gray Housing (Standard)	SC	Shorting Cap
480	480V	3	Type III	BK	Black	PC	Photocell
		4	Type IV	BZ	Bronze	L	Utility Label
		5	Type V	SP	Special Color (Provide Chip)	B	External Bubble Level

Standard Included Features:

7-Pin Photocontrol Receptacle ◊ Dimmable drive with 0-10V Control ◊ Internal bubble level ◊ ANSI C136.15 External Label
ANSI C136.22 Internal Label ◊ Barrier-type terminal block in accordance with ANSI 136.14 and ANSI 136.37

Available Reports:

LM-79 from a NVLAP accredited test laboratory located in the USA ◊ ANSI C136.31 3G Vibration ◊ ASTM B117 AND QUV ASTM G154 ◊ ANSI C136.25 IP66 ◊ SPD EMC ANSI C136.2 ◊ LM-80, ISTMT according to UL 1598 ◊ TM-21 analysis using Energy Star TM-21 Calculator ◊ LLF Determination ◊ NRTL certification to UL 1598 ◊ Quality Management System ◊ ISO 9001 Certification ◊ Manufacturer's Verification Testing and Tracking ◊ IES

TRASTAR INC. 860 N. DOROTHY DR. SUITE 600, RICHARDSON TX 75081 TEL: 972-480-0888 WWW.TRASTARUSA.COM

TRASTAR, INC.



860 N. DOROTHY DR., STE. 600 RICHARDSON, TX 75081 TEL: (972) 480-0888 FAX: (972) 480-8884

Warranty and Obligations:

TraStar, Inc. warrants to buyer that DURALIGHT[®] products are free from defects in material and workmanship within a period of one hundred and twenty (120) months from the date of product shipment. The obligation of TraStar, Inc. is limited to either repair or replacement, at the sole option of TraStar, Inc., without charge, of defective products.

Neither does this warranty apply to products manufactured by others which have been installed and utilized in conjunction with DURALIGHT[®] products, nor does it apply to DURALIGHT[®] products that have been altered or repaired by people other than TraStar, Inc. authorized personnel or which have been subjected to neglect, abuse, misuse, or accident (including shipping damages). This warranty will not apply to failures due to Mother Nature, including, but not limited to, damages from hurricanes, tornados, hail, lightning, etc.

TRASTAR, INC. will not, under any circumstances, whether as a result of breach of contract, breach of warranty, tort or otherwise, be liable for consequential, incidental, special or exemplary damages, including, but not limited to, loss of profits, revenues, loss of use or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, or downtime costs. Liability on any claim of any kind for any loss or damage arising out of, resulting from, concerning any aspect of this agreement, or the manufacture, sale, delivery, use, maintenance, repair or modification of the products, or supply of any replacement parts, shall not exceed the purchase price of the products. NO LABOR CHARGES WILL BE ACCEPTED WITHOUT PRIOR WRITTEN APPROVAL FROM TRASTAR, INC.



Arkansas Electric Cooperatives, Inc.
Utility Sales & Services Division

sales@aeci.com
800.451.8061

QUOTE

Entered By

wayne.garner@aeci.com

Page 1
10/12/22

Arkansas Electric Cooperative Inc.

Quote: SQ10986

Customer Info: CITY OF TUPELO - 320 NORTH FRONT TUPELO MS 38802

Notes: TUPELO 6 MONTH LIGHTING BID

- 347 -

Item Number Item Description	Customer Item# Est. Delivery	Qty UOM	Item Price	Ext. Price
1 LRL1SMV34KGY1P7N 230W 35150 LUMEN MV 4K HOWARD Note: ITEM 2		1 EA	278.00	278.00
2 UFAMD74YB2R7NA 270W 31000LUMEN HOWARD FLOOD Note: ITEM 3		1 EA	570.00	570.00
3 UFAMD74YB2R7NA LED FLOOD 4K 270W Note: ITEM 4		1 EA	570.00	570.00
Quote Total				1,418.00

For any questions about this quote, please contact your Sales Coordinator.

Standard Terms and Conditions apply to any sale of goods by Arkansas Electric Cooperatives, Inc. Sales tax is NOT included. You can find our Terms and Conditions at aecisales.com/terms. These terms shall be incorporated by reference into any order or other agreement for sale and purchase of goods between AECI and our customers of any such goods.

** DUE TO THE VOLATILITY WITH MATERIAL AND TRANSPORTATION COST, PRICING IS SUBJECT TO CHANGE.

Item # 31.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Todd Jordan, Mayor
DATE October 25, 2022
SUBJECT: IN THE MATTER OF STATE APPROVED HOLIDAYS FOR CITY
EMPLOYEES TJ

Request:

For your approval.

State approved additional holidays:

Friday, November 25, 2022

Friday, December 23, 2022

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, pursuant to Mississippi Code Ann. Section 3-3-7(1), Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and the Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 24, 2022, in observance of THANKSGIVING DAY; on Monday, December 26, 2022, in observance of CHRISTMAS DAY; and on Monday, January 2, 2023, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 25, 2022, in further observance of the Thanksgiving holiday, and on Friday, December 23, 2022, in further observance of the Christmas season; and to staff their respective agencies as needed during the Thanksgiving holiday and the Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 10TH day of October in the year of our Lord, two thousand and twenty-two, and of the Independence of the United States of America, the two hundred and forty-seventh.


TATE REEVES
GOVERNOR



BY THE GOVERNOR



MICHAEL WATSON
SECRETARY OF STATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE November 1, 2022

SUBJECT: IN THE MATTER OF PURCHASE CONTRACT RATIFICATION AND
ACCEPTANCE OF DEEDS TO REAL PROPERTY FOR 216 N. SPRING, 218
N. SPRING, 405 CLAYTON AVENUE, 1112 CHAPMAN DRIVE, 3304
SOUTH GREEN STREET, AND 320 S. SPRING STREET **SR**

Request:

Move to ratify the purchase contracts and to accept the deeds to real property for the below listed properties:

216 N. SPRING
218 N. SPRING
405 CLAYTON AVENUE
1112 CHAPMAN DRIVE
3304 S. GREEN STREET
320 S. SPRING STREET

ORDER

**AN ORDER TO RATIFY THE PURCHASE CONTRACTS AND ACCEPT THE LAND
CONVEYANCES OF 216 N. SPRING, 218 N. SPRING, 405 CLAYTON AVENUE, 1112
CHAPMAN DRIVE, 3304 S. GREEN STREET, AND 320 S. SPRING STREET**

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to purchase and hold real estate, either within or without the corporate limits, for all proper municipal purposes; and

WHEREAS, the City of Tupelo (hereinafter “City”) has acquired real property in accordance with Miss. Code Ann. § 43-37-1 *et seq*; and

WHEREAS, the governing authorities of the City of Tupelo desire to ratify the purchase contracts and accept these conveyances of real property; and

WHEREAS, this real property was acquired for the purpose of blight elimination, development and other proper municipal purposes.

NOW THEREFORE, it is hereby ordered by the governing authorities of the City of Tupelo the following:

1. The aforementioned findings are accepted and incorporated herein.
2. The following deeds to real property and their accompanying purchase contracts are accepted for ownership and use by the City of Tupelo for all proper municipal purposes.
 - a. 216 and 218 N. Spring Street (Exhibit “A”)
 - b. 405 Clayton Ave. (Exhibit “B”)
 - c. 1112 Chapman Drive (Exhibit “C”)
 - d. 3304 S. Green Street (Exhibit “D”)
 - e. 320 S. Spring Street (Exhibit “E”)

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

Councilmember Mims voted	_____
Councilmember L. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember Gaston voted	_____
Councilmember Jones voted	_____

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

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2022.

CITY OF TUPELO, MISSISSIPPI

LYNN BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE

CONTRACT OF PURCHASE

AGREEMENT entered into this the 23rd day of September 2022, by and between **JASON L. SHELTON**, (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at S. Spring Street and situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property"):

Subject Property A located at 216 N. Spring Street, City of Tupelo, Lee County, Mississippi. (See Legal Description attached as Exhibit A.)

Subject Property B located at 218 N. Spring Street, City of Tupelo, Lee County, Mississippi. (See Legal Description attached as Exhibit B).


1. **PRICE.** The purchase price of the Subject Property A shall be One-Hundred and Five Thousand Dollars (\$105,000) and shall be due and payable at closing. The purchase price of the Subject Property B shall be Two-Hundred and Seventy Thousand Dollars (\$270,000) and shall be due and payable at closing.
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Properties free of liens, charges, restrictions, reservations, and encumbrances, subject only to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, and with taxes not delinquent. Seller shall have the right to satisfy this closing obligation by directing the Escrow Agent (if used) to make any payments necessary from the Purchase Price to remove any such liens, charges, encumbrances and delinquent taxes;
3. **CLOSING COSTS.** Purchaser shall be responsible for all closing costs, if any. Real estate taxes for the current year, if any, shall be paid be prorated.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. **CLOSING AND POSSESSION.** Seller and Purchaser shall work together to reasonably set a time for closing. Possession shall pass at Closing.
6. **COMMISSION:** Seller and Purchaser each represent and warrant that they are not represented by a broker and that no broker's commissions are due in regard to the sale(s) contemplated in this agreement.

7. **SPECIAL PROVISIONS:** Prior to closing, Seller and Purchaser agree to coordinate the removal by Seller of any personal property of Seller remaining in Subject Property B. If after closing and possession by Purchaser the building is demolished, Seller and Purchaser agree to coordinate the demolition of Subject Property B in such a manner that any papers, documents or tangible things remaining in the building are disposed of with the rest and residue of the building debris. Purchaser also agrees to secure the building and for safety reasons prohibit entry therein to all persons not involved in the demolition process.
8. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
9. **ENTIRE AGREEMENT:** This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.


IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

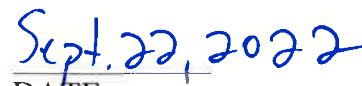
PURCHASER

SELLER


 TODD JORDAN, MAYOR
 CITY OF TUPELO, MISSISSIPPI
 P.O. BOX 1485
 TUPELO, MS 38802
 (662) 841-6513


 DATE


 JASON L. SHELTON
 1317 Wilson St.
 Tupelo MS 38804
 (662) 842 5051


 DATE

ATTEST


 KIM HANNA, CFO/CITY CLERK

EXHIBIT A

BEGINNING AT A POINT ON THE EAST SIDE OF SPRING STREET IN THE CITY OF TUPELO, LEE COUNTY, MISSISSIPPI 53 FEET SOUTH OF THE POINT OF INTERSECTION OF THE EAST LINE OF SPRING STREET WITH THE SOUTH LINE OF JEFFERSON STREET FOR A POINT OF BEGINNING, THENCE SOUTH 84 FEET AND 10 INCHES; THENCE EAST 100 FEET TO AN ALLEY; THENCE NORTH 84 FEET AND 10 INCHES; THENCE WEST 100 FEET TO THE POINT OF BEGINNING LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI.

IT IS INTENDED TO CONVEY THE TWO TRACTS CONVEYED BY WARRANTY DEED FROM T.K. MOFFETT TO JASON L. SHELTON ON MARCH 21, 2005 FILED IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI AS INSTRUMENT NUMBER 0503876, WHETHER CORRECTLY DESCRIBED OR NOT.

EXHIBIT B

COMMENCING AT A POINT WHERE THE SOUTH LINE OF JEFFERSON STREET INTERSECTS WITH THE EAST LINE OF SPRING STREET AND RUN SOUTH ALONG THE EAST SIDE OF SPRING STREET 56 FEET AND 10 INCHES TO A POINT WHICH IS 4 FEET NORTH OF THE NORTHWEST CORNER OF THE BRICK STOREHOUSE FRONTING ON SPRING STREET AND OCCUPIED BY DAN MCCARTHY AS HIS STORE AND WHICH BUILDING IS OWNED BY W. S. CLAYBORNE FROM NORBIN JAMES, COMMISSIONER, AS SHOWN BY DEED DATED JULY 1, 1910, AND RECORDED IN DEED RECORD BOOK 87, PAGE 32 OF THE DEED RECORDS OF LEE COUNTY, MISSISSIPPI; RUNNING THENCE EAST PERPENDICULAR TO THE EAST LINE OF SPRING STREET 100 FEET TO THE WEST SIDE OF SAID ALLEY 56 FEET AND 10 INCHES TO THE SOUTH SIDE OF JEFFERSON STREET 100 FEET TO THE POINT OF BEGINNING; THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 9, RANGE 6 EAST, IN THE CITY OF TUPELO, LEE COUNTY, MISSISSIPPI.

IT IS INTENDED TO CONVEY THAT TRACT OF PROPERTY CONVEYED BY WARRANTY DEED FROM JIMMY D. SHELTON TO JASON L. SHELTON ON JANUARY 7, 1998 FILED IN DEED BOOK 1739, PAGE 650 IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK LEE COUNTY, MISSISSIPPI, WHETHER CORRECTLY DESCRIBED OR NOT.

Filed By: lpitts	Filed: 10/5/2022 2:34 PM	Number: 2022013938	LEE Chancery	Bill Benson	Published: 2:35 PM	Item # 33.
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THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Riley, Caldwell, Cork & Alvis, P.A.
207 Court Street
Tupelo, Mississippi 38804
(662) 842-8945

INDEXING INSTRUCTIONS: Northeast 1/4 of Section 31, Township 9,
Range 6 East, in the City of Tupelo, Lee County, Mississippi

WARRANTY DEED

JASON LEE SHELTON
ADDRESS: 1317 Wilson St
Tupelo, MS 38804
PHONE: (662) 842-5051

TO THE CITY OF TUPELO,
MISSISSIPPI
P. O. BOX 1485
TUPELO, MS 38802
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency
of which is hereby acknowledged, I, JASON LEE SHELTON, do hereby
sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a
municipal corporation organized and existing under the laws of the
State of Mississippi, the following described real property, to-
wit:

TRACT I:

Beginning at a point on the East side of Spring Street in
the City of Tupelo, Lee County, Mississippi 53 feet South
of the point of intersection of the East line of Spring
Street with the South line of Jefferson Street for a
point of beginning, thence South 84 feet and 10 inches;
thence East 100 feet to an alley; thence North 84 feet

and 10 inches; thence West 100 feet to the point of beginning lying and being in the Northeast 1/4 of Section 31, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi.

It is intended to convey the two tracts conveyed by warranty deed from T. K. Moffett to Jason L. Shelton on March 21, 2005 filed in the land records in the Office of the Chancery Clerk of Lee County, Mississippi as Instrument Number 0503876, whether correctly described herein or not.

TRACT II:

Commencing at a point where the South line of Jefferson Street intersects with the East line of Spring Street and run South along the East side of Spring Street 56 feet and 10 inches to a point which is 4 feet North of the Northwest corner of the brick storehouse fronting on Spring Street and occupied by Dan McCarthy as his store and which building is owned by W. S. Clayborne from Norbin James, Commissioner, as shown by deed dated July 1, 1910, and recorded in Deed Record Book 87, Page 32 of the deed records of Lee County, Mississippi; running thence East perpendicular to the East line of Spring Street 100 feet to the West side of an alley; running thence North along West side of said alley 56 feet and 10 inches to the South side of Jefferson Street; running thence West along the South side of Jefferson Street 100 feet to the point of beginning; the same being all of Lot No. 15 and 23 feet and 10 inches off of the North side of Lot No. 16, both according to the Harris and Thomason Survey, and the Weatherford and Hildebrand Survey of the City of Tupelo, Lee County, Mississippi, and being situated in the Northeast 1/4 of Section 31, Township 9, Range 6 East, in the City of Tupelo, Lee County, Mississippi and being the same property which was conveyed and taken possession of by T. A. Jenkins, under deed dated October 29, 1926, which deed is recorded in Deed Record Book 117 at Page 499 of the Deed Records of Lee County, Mississippi.

It is intended to convey that tract of property conveyed by Warranty Deed from Jimmy D. Shelton to Jason L. Shelton on January 7, 1998 filed in Deed Book 1739, Page 650 in the land records in the office of the Chancery Clerk Lee County, Mississippi, whether correctly described or not.

This property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE, this the 5th day of October, 2022.

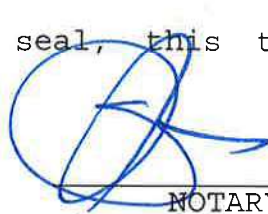

JASON LEE SHELTON

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named JASON LEE SHELTON, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and seal, this the 5th day of October, 2022.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



EXHIBIT "B"

CONTRACT OF PURCHASE

THIS AGREEMENT entered into this the 1 day of SEPTEMBER 2022, by and between **INSPIRATIONAL COMMUNITY BAPTIST CHURCH**, (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to 0.22 acres, more or less, of real property located at 405 Clayton Avenue, Tupelo, Mississippi, 38804, Lee County, MS. Said property is a portion of Tax Parcel No. 077M-36-090-00 (hereinafter "Subject Property"). The subject property is situated in Section 36, Township 9S, Range 6E City of Tupelo, Lee County, Mississippi and is more particularly described in **Exhibit "A"** attached. The subject property is intended to be conveyed upon the terms set forth herein.

1. **PRICE**. The purchase price of the subject property shall be Twenty-two Thousand Dollars (\$22,000) being due and payable at closing. Said purchase price is the equivalent of the fair market value of the subject property as determined by a licensed real estate appraiser.
2. **CLOSING**. Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date and time of closing, Purchaser shall have the right to terminate its obligations under this agreement.
3. **CLOSING COSTS**. Purchaser is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be prorated. Purchaser shall have sole discretion on hiring a closing attorney to facilitate the transaction, but shall be under no obligation to do so.
4. **PROPERTY CONDITION**. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of

implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.

5. **CLOSING AND POSSESSION.** Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement. Possession shall take place at closing. Seller shall clear the property of all persons and/or personal property prior to the date and time of closing.
6. **COMMISSION.** Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to sale(s) contemplated in the agreement.
7. **GOVERNING LAW.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. **VENUE.** In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
9. **SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
10. **NOTICE.** All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

PURCHASER:

City of Tupelo, Mississippi
Attn: Stephen N. Reed
PO Box 1485
Tupelo, MS 38802

SELLER:

Inspirational Community Baptist Church
405 Clayton Avenue
Tupelo, MS. 38804

11. **AMENDMENT:** Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
12. **ENTIRE AGREEMENT.** This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

[Signatures on next page]

CITY OF TUPELO, MISSISSIPPI

**INSPIRATIONAL COMMUNITY
BAPTIST CHURCH**


TODD JORDAN, MAYOR

BY: 

Its: Senior Pastor

9-1-22

DATE

8-31-22

DATE

ATTEST:


KIM HANNA, CITY CLERK

9.2.22

DATE

EXHIBIT "A"

LYING AND BEING IN THE NE ¼ OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUELO, LEE COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST; THENCE SOUTH FOR A DISTANCE OF 1088.0 FEET; THENCE WEST FOR A DISTANCE OF 25.0 FEET; THENCE NORTH ALONG THE WEST SIDE OF CLAYTON STREET FOR A DISTANCE OF 165.0 FEET, MORE OR LESS, FOR A POINT OF BEGINNING; THENCE WEST FOR A DISTANCE OF 241.0 FEET TO THE EDGE OF THE PROPERTY CONVEYED TO THE CITY OF TUPELO FROM THE NEIGHBORHOOD DEVELOPMENT CORPORATION BY INSTRUMENT NUMBER 2018012913 ON FILE IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI; THENCE SOUTH ALONG THE CITY OF TUPELO PROPERTY FOR A DISTANCE OF 40.0 FEET; THENCE EAST FOR A DISTANCE OF 241.0 FEET TO THE WEST RIGHT OF WAY LINE OF CLAYTON STREET; THENCE NORTH 40.0 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.22 ACRES (9,640 SQ. FT.), MORE OR LESS.

Filed By: lpitts	Filed: 10/5/2022 2:33 PM	Number: 2022013937	LEE Chancery	Bill Benson	Publish 2:34 PM	Item # 33.
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THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Riley, Caldwell, Cork & Alvis, P.A.
207 Court Street
Tupelo, Mississippi 38804
(662) 842-8945

INDEXING INSTRUCTIONS: Northeast Quarter of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi

WARRANTY DEED

INSPIRATIONAL COMMUNITY
BAPTIST CHURCH
407 CLAYTON AVENUE
TUPELO, MS 38804
(662) 840-5226

TO

THE CITY OF TUPELO,
MISSISSIPPI
P. O. BOX 1485
TUPELO, MS 38804
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, INSPIRATIONAL COMMUNITY BAPTIST CHURCH, a Mississippi non-profit corporation, does hereby sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, the following described real property, to-wit:

Lying and being in the NE 1/4 of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi, and being more particularly described as follows: Commencing at the Northeast Corner of the Northeast Quarter of Section 36, Township 9 South, Range 5 East; thence South for a distance of 1088.0 feet;

thence West for a distance of 25.0 feet; thence North along the West side of Clayton Street for a distance of 165.0 feet, more or less, for a point of beginning; thence West for a distance of 241.0 feet to the edge of the property conveyed to the City of Tupelo from the Neighborhood Development Corporation by Instrument Number 2018012913 on file in the Office of the Chancery Clerk, Lee County, Mississippi; thence South along the City of Tupelo property for a distance of 40.0 feet; thence East for a distance of 241.0 feet to the West right of way line of Clayton Street; thence North 40.0 feet to the point of beginning, and containing 0.22 acres (9,640 sq. ft.), more or less.

Witness the signature of the Grantor this the 5th day of October, 2022.

INSPIRATIONAL COMMUNITY
BAPTIST CHURCH

BY: 

LESLEY T. MABRY


Its: Senior Pastor and Chief
Executive Officer

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority, in and for said County and State, the within named LESLEY T. MABRY who acknowledged that he signed and delivered the above and foregoing instrument in his capacity as the Senior Pastor/Chief Executive Officer of INSPIRATIONAL COMMUNITY BAPTIST CHURCH, a Mississippi non-profit corporation having been first duly authorized to do so by corporate resolution.

Given under my Hand and Seal, this the 5th day of October, 2022.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



August 12, 2022

To whom it concerns,

I, Pastor Cordell Phillips, am no longer the pastor of Inspirational Baptist Church located at 405 Clayton Ave., Tupelo, MS. The new pastor is now Dr. L.T. Mabry, who I have named as my successor effective September 5, 2021. He was officially installed on January 9, 2022 as the new senior pastor of Inspirational Community Baptist Church. Dr. Mabry will be caring out the official business of the church along with the officers appointed by him.

Sincerely

A handwritten signature in cursive script that reads "Cordell Phillips".

Dr. Cordell Phillips, Founding Pastor

EXHIBIT "C"

CONTRACT OF PURCHASE

THIS AGREEMENT entered into this the 19th day of August, 2022, by and between **JO ANN GRIGGS**, (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at 1112 Chapman Drive, Tupelo, Mississippi, 38804, Lee County, MS Tax Parcel No. 077M-36-063-00 (hereinafter "Subject Property"). The subject property is situated in the City of Tupelo, Lee County, Mississippi upon the terms set forth herein. The subject property intended to be conveyed is more particularly described in **Exhibits "A"** attached.

1. **PRICE.** The purchase price of the subject property shall be Seventy-five Thousand Dollars (\$75,000) being due and payable at closing. (**See Exhibit "B" attached**)
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, Purchaser shall have the right to terminate its obligations under this agreement.
3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be prorated. Buyer shall have sole discretion on hiring a closing attorney to facilitate the transaction.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.

5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement.
6. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to sale(s) contemplated in the agreement.
7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
9. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
10. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

PURCHASER:

City of Tupelo, Mississippi
 Attn: Stephen N. Reed
 PO Box 1485
 Tupelo, MS 38802

SELLER:

Jo Ann Griggs
 1112 Chapman Drive
 Tupelo, MS. 38804

11. AMENDMENT: Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
12. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

[signatures on next page]

PURCHASER


TODD JORDAN, MAYOR
CITY OF TUPELO, MISSISSIPPI

8-19-22
DATE

SELLER


JO ANN GRIGGS

8/18/22
DATE

ATTEST:


ROSILAND BARR, DEPUTY CITY CLERK

8/19/2022
DATE

EXHIBIT "A"

LOT #7, ON THE NORTH SIDE OF CHAPMAN DRIVE, ACCORDING TO AN UNRECORDED PLAT OF A SUBDIVISION MADE BY WELCH & COMPANY, DATED MAY 5, 1947, AND LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNNING AT THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, AND RUN SOUTH, 425 FEET; THENCE WEST, 500 FEET TO AN IRON STAKE FOR A POINT OF BEGINNING; SAID POINT OF BEGINNING BEING IN THE NORTH LINE OF CHAPMAN DRIVE; THENCE NORTH 125 FEET TO A STAKE; THENCE WEST, 50 FEET TO A STAKE; THENCE SOUTH, 125 FEET TO A STAKE ON THE NORTH LINE OF CHAPMAN DRIVE; THENCE EAST ALONG THE NORTH LINE OF CHAPMAN DRIVE, 50 FEET TO THE POINT OF BEGINNING, ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI. SUBJECT TO AN EASEMENT FOR UTILITIES ACROSS NORTH FIVE FEET OF THIS LOT.

IT BEING INTENDED TO CONVEY THAT SAME PROPERTY HAVING BEEN CONVEYED TO JO ANN GRIGGS BY KATHRYN B. LINDLEY SMITH, AND HUSBAND BUSTER SMITH AND BETSY LAND LINDLEY MATTHEWS ON MARCH 7, 1977 BY WARRANTY DEED IN BOOK 991, PAGE 605 ON FILE IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI.

WILLIAMS APPRAISAL SERVICE
PO BOX 1414
TUPELO, MS 38802
(662) 397-1227

08/01/2022

City of Tupelo

Re: Property: 1112 Chapman Dr
Tupelo, MS 38804
Borrower: NONE
File No.: PW202208011710

Opinion of Value: \$ 75,000
Effective Date: 07/29/2022

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Paul Williams
License or Certification #: RA-916
State: MS Expires: 11/30/2022
pwappraisal@gmail.com

Filed By: Ipitts	Filed: 10/5/2022 2:35 PM	Number: 2022013939	LEE Chancery	Bill Benson	Published: 2:38 PM	Item # 33.
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THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Riley, Caldwell, Cork & Alvis, P.A.
207 Court Street
Tupelo, Mississippi 38804
(662) 842-8945

INDEXING INSTRUCTIONS: Northeast Quarter of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi

WARRANTY DEED

JO ANN GRIGGS
1112 CHAPMAN DR.
TUPELO, MS 38804
PHONE: (662) 346-6462

TO THE CITY OF TUPELO,
MISSISSIPPI
P. O. BOX 1485
TUPELO, MS 38802
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, JO ANN GRIGGS, do hereby sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, the following described real property, to-wit:

Lot #7, on the North side of Chapman Drive, according to an unrecorded plat of a subdivision made by Welch & Company, dated May 5, 1947, and lying and being in the Northeast Quarter of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi and being more particularly described as follows:

Beginning at the Northeast Corner of Section 36, Township 9 South, Range 5 East, and run South, 425 feet; thence West, 500 feet to an iron stake for a point of beginning; said point of beginning being in the North line of Chapman Drive; thence North 125 feet to a stake; thence West, 50 feet to a stake; thence South, 125 feet to a stake on the North line of Chapman Drive; thence East along the North line of Chapman Drive, 50 feet to the point of beginning, all lying and being in the Northeast Quarter of Section 36, Township 9 South, Range 5 East, City of Tupelo, Lee County, Mississippi.

Subject to an easement for utilities across north five feet of this lot.

It being intended to convey that same property having been conveyed to Jo Ann-Griggs by Kathryn B. Lindley Smith, and husband, Buster Smith and Betsy Land Lindley Matthews on March 7, 1977 by Warranty Deed in Book 991, Page 605 on file in the land records in the office of the Chancery Clerk, Lee County, Mississippi.

This property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE, this the 5th day of October, 2022.

Jo Ann Griggs
JO ANN GRIGGS

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named JO ANN GRIGGS, who acknowledged that she signed and delivered the above and foregoing instrument on the day and year therein mentioned as her own act and deed.

Given under my hand and seal, this the 5th day of October, 2022.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



EXHIBIT "D"

CONTRACT OF PURCHASE

THIS AGREEMENT entered into this the 19th day of August, 2022, by and between **JAMES NATHAN SIZEMORE**, (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "Purchaser"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at 3304 South Green Street, Tupelo, Mississippi, 38802, Lee County, MS Tax Parcel No. 106D-13-051-00 (hereinafter "Subject Property"). The subject property is situated in the City of Tupelo, Lee County, Mississippi upon the terms set forth herein. The subject property intended to be conveyed is more particularly described in **Exhibits "A"** attached.

1. **PRICE.** The purchase price of the subject property shall be Ninety-Seven Thousand Five Hundred Dollars (\$97,500) being due and payable at closing. (**See Exhibit "B" attached**)
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, Purchaser shall have the right to terminate its obligations under this agreement.
3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be prorated. Buyer shall have sole discretion on hiring a closing attorney to facilitate the transaction.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of

implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.

5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement. Possession shall take place at closing. Seller shall cause all residents to be removed from the subject property prior to the time of closing.
6. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to sale(s) contemplated in the agreement.
7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
9. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
10. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

PURCHASER:

City of Tupelo, Mississippi
Attn: Stephen N. Reed
PO Box 1485
Tupelo, MS 38802

SELLER:


James Nathan Sizemore
155 Road 1215
Nettleton, MS. 38858

11. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
12. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

[signatures on next page]

PURCHASER


TODD JORDAN, MAYOR
CITY OF TUPELO, MISSISSIPPI

8-19-22
DATE

SELLER


JAMES NATHAN SIZEMORE

8-18-22
DATE

ATTEST:


ROSILAND BARR, DEPUTY CITY CLERK

8/19/2022
DATE

EXHIBIT "A"

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 5 EAST; RUN THENCE WEST 1162.00 FEET, THENCE SOUTH 246.00 FEET, THENCE SOUTH 79° 41' WEST 515.00 FEET TO THE EAST LINE OF THE OLD TUPELO AND VERONA CONCRETE ROAD, THENCE NORTH 30° 19' WEST ALONG THE EAST LINE OF SAID ROAD 373.00 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHEAST QUARTER; THENCE EAST 639.00 FEET TO THE POINT OF BEGINNING, CONTAINING 4.40 ACRES, MORE OR LESS, IN THE NORTHWEST CORNER OF THAT CERTAIN TRACT OF LAND CONVEYED BY R. C. CLARK & WIFE TO MRS. JESSIE MCGUIRE AND HUSBAND AND CONVEYED JANUARY, 1938, FROM J. H. PHILLIPS AND WIFE, TO MRS. JESSIE MCGUIRE, WIDOW, BOOK 275, PAGE 158 OF THE LAND RECORDS OF LEE COUNTY, MISSISSIPPI.

LESS AND EXCEPT THE FOLLOWING: ONE HALF ACRE MORE OR LESS DESCRIBED IN A CORRECTION WARRANTY DEED FROM E. T. LANEY ET UX, MINNIE L. LANEY, TO LEONARD GRANT ET UX, MAYBELL GRANT DATED JULY 5, 1951, RECORDED BOOK 393, PAGE 577, LAND RECORDS OF LEE COUNTY, MISSISSIPPI.

IT BEING INTENDED TO CONVEY THAT SAME PROPERTY HAVING BEEN CONVEYED TO JAMES NATHAN SIZEMORE BY TERESA LEE CAUTHERN DAVIS, RHONDA MCKINNEY, AND JUDY DUNAWAY BY INSTRUMENT NUMBER 0116888 ON FILE IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI.

Exhibit "B"

WILLIAMS APPRAISAL SERVICE
PO BOX 1414
TUPELO, MS 38802
(662) 397-1227

08/15/2022

Nathan Sizemore

Re: Property: 3304 S Green St
Tupelo, MS 38801-6406
Borrower: NONE
File No.: PW202208151733

Opinion of Value: \$ 115,000
Effective Date: 08/15/2022

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Paul Williams
License or Certification #: RA-916
State: MS Expires: 11/30/2022
pwappraisal@gmail.com

Filed By: Ipitts	Filed: 10/6/2022 12:07 PM	Number: 2022013986	LEE Chancery	Bill Benson	Published: 12:08 PM	Item # 33.
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THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Riley, Caldwell, Cork & Alvis, P.A.
207 Court Street
Tupelo, Mississippi 38804
(662) 842-8945

INDEXING INSTRUCTIONS: South Half of the Northeast Quarter of
Section 13, Township 10 South, Range 5 East, Lee County,
Mississippi

WARRANTY DEED

JAMES NATHAN SIZEMORE
155 ROAD 1215
NETTLETON, MS 38858
PHONE: (662) 871-2710

TO THE CITY OF TUPELO,
MISSISSIPPI
P. O. BOX 1485
TUPELO, MS 38804
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency
of which is hereby acknowledged, I, JAMES NATHAN SIZEMORE, do
hereby sell, convey and warrant unto THE CITY OF TUPELO,
MISSISSIPPI, a municipal corporation organized and existing under
the laws of the State of Mississippi, the following described real
property, to-wit:

Commencing at the Northeast Corner of the South Half of
the Northeast Quarter of Section 13, Township 10 South,
Range 5 East; run thence West 1162.00 feet to the Point
of Beginning; thence South 246.00 feet; thence South 79
degrees 41 minutes West 515.00 feet to the East line of

the Old Tupelo and Verona Concrete Road; thence North 30 degrees 19 minutes West along the East line of said road 373.00 feet to the North line of the South half of said Northeast Quarter; thence East 639.00 feet to the point of beginning, containing 4.40 acres, more or less, in the Northwest corner of that certain tract of land conveyed by R. C. Clark and wife, Mrs. Jessie McGuire and husband and conveyed January 1938, from J. H. Phillips and wife, to Mrs. Jessie McGuire, widow, Book 275, Page 158 of the land records of Lee County, Mississippi.

LESS AND EXCEPT the following: One half acre more or less described in a correction Warranty Deed from E. T. Laney, et ux, Minnie L. Laney to Leonard Grant, et ux, Maybell Grant dated July 5, 1951, recorded in Book 393 at Page 577 in the land records of Lee County, Mississippi.

LESS AND EXCEPT the following: Commencing at the Northeast corner of the South Half of the Northeast Quarter of Section 13, Township 10, Range 5 East, and run West 1162 feet; thence run South 246 feet; thence run South 79 degrees 41 minutes West 515 feet to the East line of the old Tupelo-Verona Highway; thence run North 30 degrees 19 minutes West along said East line 105 feet for a point of beginning; thence run North 79 degrees 41 minutes East 210 feet; thence run North 30 degrees 19 minutes West 105 feet; parallel to the said East line of the Highway; thence run South 79 degrees 41 minutes West 210 feet to the said East line; thence run South 30 degrees 19 minutes East along said Highway East line 105 feet to the point of beginning. Lying and being the Northeast Quarter of Section 13, Township 10, Range 5 East, Lee County, Mississippi.

This property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE, this the 5th day of October, 2022.


JAMES NATHAN SIZEMORE

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named JAMES NATHAN SIZEMORE, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and seal, this the 5th day of October, 2022.



NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



CONTRACT OF PURCHASE

AGREEMENT entered into this the 22 day of August 2022, by and between the **MILL VILLAGE LUMBERYARD, A MISSISSIPPI LIMITED LIABILITY COMPANY**, (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at S. Spring Street and situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property"):

See Legal Description Attached

1. **PRICE.** The purchase price of the property shall be SEVENTY-FIVE THOUSAND and NO/100 Dollars (\$75,000.00) and shall be due and payable at closing.
2. **CLOSING.** Sellers shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller hereby agrees to pay such amount with the proceeds from the closing.
3. **CLOSING COSTS.** Purchaser and Seller are half any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be paid be prorated.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. **CLOSING AND POSSESSION.** Seller and Purchaser shall work together to reasonably set a time for closing. Possession shall pass at Closing.
6. **COMMISSION:** Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to the sale(s) contemplated in this agreement.
7. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

8. ENTIRE AGREEMENT: This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.

IN WITNESS WHEREOF, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").


PURCHASER

SELLER


TODD JORDAN, MAYOR

CITY OF TUPELO, MISSISSIPPI
P.O. BOX 1485
TUPELO, MS 38802
(662) 841-6513

8/19/22
DATE


MILL VILLAGE LUMBERYARD,
A MISSISSIPPI LIMITED
LIABILITY COMPANY
2844 TRAILLAND DR.
TUPELO MS 38801
() -

8/20/22
DATE

ATTEST


KIM HANNA, CFO/CITY CLERK

On behalf of Kim Hanna

Filed By: rmaharrey	Filed: 10/18/2022 1:41 PM	Number: 2022014472	LEE Chancery	Bill Benson	Publish: 1:58 PM	Item # 33.
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THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Riley, Caldwell, Cork & Alvis, P.A.
207 Court Street
Tupelo, Mississippi 38804
(662) 842-8945

INDEXING INSTRUCTIONS: Northeast Quarter of Section 31, Township 9,
Range 6 East, City of Tupelo, Lee County, Mississippi

CORRECTION WARRANTY DEED

MILL VILLAGE LUMBERYARD,
LLC
P. O. BOX 3677
TUPELO, MS 38803
(662)891-5369

TO

THE CITY OF TUPELO,
MISSISSIPPI
P. O. BOX 1485
TUPELO, MS 38802
(662)841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and
other good and valuable consideration, the receipt and sufficiency
of which is hereby acknowledged, MILL VILLAGE LUMBERYARD, LLC, a
Mississippi limited liability company, does hereby sell, convey and
warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal
corporation organized and existing under the laws of the State of
Mississippi, the following described real property, to-wit:

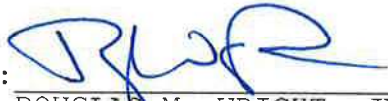
Commencing at the Northwest corner of the Southwest
Quarter of Section 32, Township 9 South, Range 6 East,
Tupelo, Mississippi, Chickasaw Meridian; thence run West
for a distance of 98.45 feet, to a point; thence run
South for a distance of 22.27 feet, to a point also being

a concrete right of way marker (found) and being the Northwest corner of the Fairpark District Phase One, as recorded in Plat Cabinet C-8, in the office of the Chancery Clerk, Tupelo, Mississippi and being the intersection of the East right of way line of the Kansas City Southern Railroad (50 feet from centerline) and the South right of way line of Main Street (55 feet from centerline); thence run along said Railroad right of way South 07 degrees 55 minutes 53 seconds West for a distance of 930.06 feet to a concrete right of way marker (found) Southwest corner of the Fairpark District - Phase One, as recorded in Plat Cabinet C-8 in the office of the Chancery Clerk, Tupelo, Mississippi, point also being on the South right of way line of Clark Boulevard; thence run North 89 degrees 40 minutes 20 seconds West for a distance of 380.06 feet, to a point being the Northeast corner of Block 15 of the Weatherford & Hildebrand Survey and being the West line of Spring Street and the South line of Clark Street, also being the back of a sidewalk; thence run along said back of sidewalk South 01 degree 11 minutes 36 seconds East for a distance of 89.65 feet, to an iron pin (set) and being the point of beginning; thence continue along said back of a sidewalk South 01 degree 08 minutes 41 seconds East for a distance of 93.74 feet, to a building corner; thence run along the North line of said building South 89 degrees 05 minutes 38 seconds West for a distance of 132.22 feet, to a building corner; thence run along the East line of said building North 00 degrees 01 minutes 48 seconds East for a distance of 26.62 feet, to a building corner; thence run along the North line of said building South 85 degrees 40 minutes 22 seconds West for a distance of 15.41 feet, to a point on the East line of a building; thence run along said East building line North 01 degree 05 minutes 56 seconds West for a distance of 61.13 feet, to a point; thence leaving said building line run East for a distance of 10.27 feet, to a P. K. Nail (set); thence run North 14.20 feet, to a P. K. Nail (set); thence run South 86 degrees 56 minutes 49 seconds East for a distance of 136.78 feet to the point of beginning. All lying and being in the Southeast Quarter of Section 31, Township 9 South, Range 6 East, Tupelo, Mississippi, Chickasaw Meridian, and containing 0.32 acres, more or less.

This deed is being conveyed in order to correct the legal description as contained in that certain Warranty Deed recorded as Instrument No. 2022013936 of the land records of Lee County, Mississippi.

WITNESS the execution of this instrument by the duly authorized Member of MILL VILLAGE LUMBERYARD, LLC, a Mississippi limited liability company, on this the 17th day of October, 2022.

MILL VILLAGE LUMBERYARD,
LLC, A MISSISSIPPI LIMITED
LIABILITY COMPANY


BY: 
DOUGLAS M. WRIGHT, JR.
Its: Member

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority within and for the County and State aforesaid, DOUGLAS M. WRIGHT, JR. who acknowledged that he signed and delivered the above and foregoing instrument in his capacity as the duly authorized Member of MILL VILLAGE LUMBERYARD, LLC, a Mississippi limited liability company, on the day and year therein mentioned, after first having been duly authorized to do so by the Operating Agreement of said company.

Given under my hand and official seal, this the 17th day of October, 2022.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 03/14/2026





AGENDA REQUEST

TO: Mayor and City Council

FROM: Don Lewis, COO

DATE October 27, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT WITH JBHM
ARCHITECTS, P.A. FOR CITY COUNCIL CHAMBERS **DL**

Request:

For your review concerning the architectural services of JBHM Architects for the remodel of the Council Chambers.


AIA® Document B105™ – 2017
Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Seventh day of October in the year Two Thousand Twenty-Two (10/27/2022)
(In words, indicate day, month and year.)

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

City of Tupelo
 P O Box 1485
 Tupelo, Mississippi 38802-1485
 Phone: 662-871-8169

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

JBHM Architects, P.A.
 P O Box 1643 (38802)
 105 Court Street (38804)
 Tupelo, Mississippi
 Phone: 662-844-1822

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

City of Tupelo
 Tupelo City Council Chambers Renovation
 Tupelo, Mississippi

JBHM Project No.: 22080.00

The Owner and Architect 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.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Project Details: Project consists of renovation to the existing 1,514 square foot City Council Chambers within Tupelo City Hall. The work will include renovations to finishes; renovations to audio / visual equipment; necessary electrical and data work associated with renovations; and millwork and fixed seating renovations.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Eight percent (8%) of Construction Bid amount as initially designed and estimated by the Architects until such time as there is a Contractor's estimate of the Cost of the Work and/or bid or price for the construction of the Project and/or a Contract Sum (as thereafter adjusted by change orders) which will then become the basis for the calculation of the Architect's compensation.

Progress payments for Architect's Compensation in each phase shall total the following amounts of the total Architect's Compensation payable and shall be billed monthly:

Design Phase	Eighty percent (80%)
Construction Administration	Twenty percent (20%)
Total Architect's Compensation	One Hundred percent (100%)

Reproduction costs for drawings and specifications for bidding will be billed at the cost of reproduction less the amount of plan deposits retained.

The Owner shall pay the Architect an initial payment of Zero (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus One and one-tenth percent (1.10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

7.1 Architect shall make weekly visits to the site.

7.2 The prevailing party in any dispute arising out of or related to this Agreement or the branch thereof, shall be entitled to recover reasonable attorneys' fees and expenses, including the fees and expenses of expert witnesses.

7.3 Compensation for design of Bid Alternates not selected by the Owner: The method of compensation for services provided for the design and bid alternates not selected by the Owner shall be based on the cost of the bid alternate.

(Example: \$100,000 construction contract, plus \$20,000 of alternates designed but not constructed = \$120,000).
The fee for design of such bid alternates shall be through Bidding and Negotiation Phase.

7.4 Errors and Omissions: The Architect shall not be liable to the Owner for the costs of any errors or omissions in the plans and specifications which do not result in costs in excess of those which have been incurred by the Owner in the absence of such errors or omissions or which are within the Architect's acceptable standard of care.

7.5 Architectural Services provided after 60 days after Substantial Completion of the Project shall be Additional Services.

7.6 Limitation of Liability Clause:

Neither the Architect, Architect's Consultants, nor their agents or employees shall be liable, jointly or severally, to the Owner for an amount in excess of the compensation paid to Architect by Owner pursuant to this Agreement (excluding compensation for reimbursable expense) where the initial fee of the work is less than \$100,000 or the proceeds of the Architect's professional liability insurance policy limits remaining at the time the Owner gives Architect's written notice of any claim where the initial fee of work is more than \$100,000.

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

OWNER (Signature)

Don Lewis, Chief Operating Officer
(Printed name and title)

ARCHITECT (Signature)

Brandon P. Bishop, AIA, NCARB, Principal
(Printed name, title, and license number, if required)

Init.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

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

Request:

Review the attached proposed amendments to Ch.7 of the Tupelo Code of Ordinances and move the item to the Action Agenda. Proposed amendments were approved by the Tupelo License Commission on Oct. 6, 2022.

Attachment:

Draft of proposed amendments.

Recommended Code of Ordinances Text Amendments

***Example** indicates recommended addition to current ordinance.

~~*Example~~ indicates recommended deletion of current ordinance language.

Sec. 7-1. - Designation of code enforcement official.

The Director of Development Services, or their designee, is hereby designated as the City of
~~Tupelo Building Official is hereby designated as the building official~~ with responsibilities as
 contained in the building, plumbing, gas, mechanical and swimming pool codes, and as the
 housing official as contained in the housing code.

Sec. 7-147. - License Commission.

- (a) The Mayor, with confirmation of the City Council, shall appoint a License Commission with responsibility and authority as set forth herein.
- (b) The License Commission shall consist of seven (7) members: (1) Licensed Architect, (1) Licensed Commercial Building Contractor, (1) Licensed Residential Building Contractor, (1) Licensed Electrical Engineer or Contractor, (1) Licensed Mechanical Engineer or Contractor, (1) Licensed Plumbing Contractor, and (1) Fire Safety Representative.
- (c) All members shall serve for a term of four (4) years or until their successors are duly appointed by the Mayor and confirmed by the City Council, respectively.
- (d) The Mayor may remove any member of the License Commission for inefficiency, neglect of duty, or malfeasance in office.
- (e) ~~(b)~~ The License Commission shall elect officers, establish bylaws and other necessary procedures of operation. Minutes and records of all actions shall be kept and presented to the City Council at their next regular meeting following each License Commission meeting. Any action of the License Commission may be reversed or modified by vote of the City Council.
- (f) The Mayor, Director of Development Services, or Chairperson of the Commission may call a License Commission meeting on their own motion and the Director of Development Services shall call a meeting on the application of three Commissioners or within ten (10) days of receipt of an appeal to the License Commission.
- (g) ~~(e)~~ The License Commission shall serve the purpose of the Construction Board of Adjustments and Appeals and the Housing Board of Adjustments and Appeals as specified by the construction codes.
- (h) ~~(d)~~ The License Commission members shall reside within the corporate boundaries of the city, or hold a privilege license to conduct business within the City of Tupelo.

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

Sec. 10-2. - Same—Definitions.

- (a) Wherever the word "municipality" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the City of Tupelo, Mississippi.
- (b) Wherever the term "corporation counsel" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the attorney for the city.
- (c) **Wherever the term "Chief of the Bureau of Fire Prevention" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the City of Tupelo Fire Marshal or their designee.**
- (d) **Wherever the term "Fire Code Official" is used in the International Fire Code, 2018 Edition adopted by section 10-1, it shall be held to mean the City of Tupelo Fire Marshal or their designee.**

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

Whenever the Chief of the Bureau of Fire Prevention shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code adopted by section 10-1 do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal ~~from the decision of the Chief of the Bureau of Fire Prevention to the Chief of the Fire Department and the Mayor, acting jointly as an Appeals Committee, within thirty (30) days from the date of the decision appealed~~ **Tupelo License Commission. Any such petition shall be filed with the Fire Department or Department of Development Services within (5) days from the date of the decision and notice is received by the appellant, applicant or petitioner.**

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

The ~~mayor of the city, the chief of the fire department and the~~ Chief of the Bureau of Fire Prevention shall ~~act as a committee to~~ determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those now enumerated in the code adopted by section 10-1. The Chief of the Bureau of Fire Prevention shall post such list in a conspicuous place in his office, and distribute copies thereof to interested persons.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE Nov. 1, 2022

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

Request:

Review the attached proposed amendments to Ch.10 of the Tupelo Code of Ordinances and move the item to the Action Agenda. Proposed amendments were approved by the Tupelo License Commission on Oct. 6, 2022.

Attachment:

Draft of proposed amendments.

Recommended Code of Ordinances Text Amendments

***Example** indicates recommended addition to current ordinance.

~~*Example~~ indicates recommended deletion of current ordinance language.

Sec. 7-1. - Designation of code enforcement official.

The Director of Development Services, or their designee, is hereby designated as the City of
~~Tupelo Building Official is hereby designated as the building official~~ with responsibilities as
 contained in the building, plumbing, gas, mechanical and swimming pool codes, and as the
 housing official as contained in the housing code.

Sec. 7-147. - License Commission.

- (a) The Mayor, with confirmation of the City Council, shall appoint a License Commission with responsibility and authority as set forth herein.
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- (c) All members shall serve for a term of four (4) years or until their successors are duly appointed by the Mayor and confirmed by the City Council, respectively.
- (d) The Mayor may remove any member of the License Commission for inefficiency, neglect of duty, or malfeasance in office.
- (e) ~~(b)~~ The License Commission shall elect officers, establish bylaws and other necessary procedures of operation. Minutes and records of all actions shall be kept and presented to the City Council at their next regular meeting following each License Commission meeting. Any action of the License Commission may be reversed or modified by vote of the City Council.
- (f) The Mayor, Director of Development Services, or Chairperson of the Commission may call a License Commission meeting on their own motion and the Director of Development Services shall call a meeting on the application of three Commissioners or within ten (10) days of receipt of an appeal to the License Commission.
- (g) ~~(e)~~ The License Commission shall serve the purpose of the Construction Board of Adjustments and Appeals and the Housing Board of Adjustments and Appeals as specified by the construction codes.
- (h) ~~(d)~~ The License Commission members shall reside within the corporate boundaries of the city, or hold a privilege license to conduct business within the City of Tupelo.

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

Sec. 10-2. - Same—Definitions.

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- (c) **Wherever the term "Chief of the Bureau of Fire Prevention" is used in the fire prevention code adopted by section 10-1, it shall be held to mean the City of Tupelo Fire Marshal or their designee.**
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Sec. 10-4. - Same—Appeals from decisions under.

Whenever the Chief of the Bureau of Fire Prevention shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the code adopted by section 10-1 do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal ~~from the decision of the Chief of the Bureau of Fire Prevention to the Chief of the Fire Department and the Mayor, acting jointly as an Appeals Committee, within thirty (30) days from the date of the decision appealed~~ **Tupelo License Commission. Any such petition shall be filed with the Fire Department or Department of Development Services within (5) days from the date of the decision and notice is received by the appellant, applicant or petitioner.**

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

The ~~mayor of the city, the chief of the fire department and the~~ Chief of the Bureau of Fire Prevention shall ~~act as a committee to~~ determine and specify, after giving affected persons an opportunity to be heard, any new materials, processes or occupancies which shall require permits, in addition to those now enumerated in the code adopted by section 10-1. The Chief of the Bureau of Fire Prevention shall post such list in a conspicuous place in his office, and distribute copies thereof to interested persons.