



TUPELO REGULAR CITY COUNCIL MEETING

OCTOBER 03, 2023 AT 6:00 PM
CHURCH STREET SCHOOL AUDITORIUM
445 NORTH CHURCH STREET

AGENDA

CALL TO ORDER: COUNCIL PRESIDENT TRAVIS BEARD

INVOCATION: COUNCIL MEMBER CHAD MIMS

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER TRAVIS BEARD

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

1. IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY

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 DEMOLITION OF PROPERTIES
LOCATED AT 1505 HILLSDALE DRIVE, 1518 CENTRAL AVENUE, AND 135
WARREN LANE TN

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

- [4.](#) IN THE MATTER OF MINUTES OF SEPTEMBER 19, 2023 REGULAR COUNCIL MEETING
- [5.](#) IN THE MATTER OF BILL PAY **KH**

CHAD MIMS
BUDDY PALMER
ROSIE JONES
- [6.](#) IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
- [7.](#) IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE **KH**
- [8.](#) IN THE MATTER OF APPOINTMENT OF MONTGOMERY BERRY TO POLICE ADVISORY BOARD – WARD 1 **TJ**
- [9.](#) IN THE MATTER OF APPOINTMENT OF STEVEN COON TO POLICE ADVISORY BOARD – WARD 5 **TJ**
- [10.](#) IN THE MATTER OF AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF TUPELO BETWEEN THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY AND BELINDA STEWART ARCHITECTS, PA RELATING TO A HISTORIC STRUCTURES REPORT AND ENGINEERING REPORT FOR SPRINGHILL MISSIONARY BAPTIST CHURCH **TN**
- [11.](#) IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **TN**
- [12.](#) IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION **TN**
- [13.](#) IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTIONS FOR UNPAID LOT MOWING INVOICES **TN**
- [14.](#) IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR UNPAID DEMOLITION COSTS OF 1100 CHAPMAN DRIVE **TN**
- [15.](#) IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES JULY 10, 2023 **DRB**

16. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES AUGUST 14, 2023 **DRB**
17. IN THE MATTER OF REJECTING REVERSE BID #2023-045PD FOR EOD ROBOT **JQ**
18. IN THE MATTER OF APPROVAL OF UNITED STATES MARSHALS SERVICE MS TASK FORCE ADDENDUM ORDER **JQ**
19. IN THE MATTER OF APPROVAL PROPOSED CHANGE ORDER 1 FOR VAN BUREN DRAINAGE IMPROVMENTS ARPA 2023-032PW **CW**
20. IN THE MATTER OF CONTRACT APPROVAL ENDVILLE RD WIDENING PROJECT BID NO. 2023-022PW - **CW**
21. IN THE MATTER OF BID APPROVAL 2023-041PW CITY HALL GENERATOR LABOR AND MATERIALS - **CW**
22. IN THE MATTER OF AWARD OF BID # 2023-044WL FOR B&B SEWER OUTFALL (SRF) **JT**
23. IN THE MATTER OF APPROVAL OF THE TRAFFIC COMMITTEE MINUTES OF SEPTEMBER 21, 2023 **JT**
24. IN THE MATTER OF APPROVAL OF AN AMENDMENT TO THE CITY OF TUPELO EMPLOYEE HANDBOOK POLICY 608: DRUG AND ALCOHOL-FREE WORKPLACE **SR**
25. IN THE MATTER OF AN ORDER AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED AT 1112 CHAPMAN DRIVE TO THE NEIGHBORHOOD DEVELOPMENT CORPORATION **SR**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council

FROM: Scott Costello, Communications Director

DATE September 27, 2023

SUBJECT: IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY

Request:

Mayor Jordan will present a proclamation for Piominko Day 2023.



OFFICE OF THE MAYOR

PIOMINKO DAY

PROCLAMATION

WHEREAS, Revered Chickasaw leader, Piominko, also known as “Mountain Leader,” was born and resided in the heart of the historic Chickasaw Homeland, located in present-day Tupelo, MS, from approximately 1750 to 1798; and

WHEREAS, Piominko was the most influential and important Chickasaw ally of the United States during the early formation of the new republic, and his leadership was critical both for the United States and the Chickasaw Nation.

WHEREAS, During the American Revolutionary War, Piominko was given a commission as an officer by President George Washington, and in 1794 he was presented with a peace medal by President Washington both for his service in the Revolution and his invaluable efforts in formalizing peaceful relations between the two nations; and

WHEREAS, Piominko and President Washington signed the Treaty between the Chickasaw and United States of 1786, also known as the Treaty of Hopewell which formalized the Chickasaw Nation’s alliance with the fledgling United States government and formally defined the tribal boundaries, and Piominko acted as a Chickasaw diplomat in meetings with southeastern tribes, state governors and President Washington; and

WHEREAS, in 2005 the Rotary Club of Tupelo was instrumental in the commissioning and dedication of a 6-foot-tall Piominko statue, which now stands prominently in front of City Hall, and to this day, Rotary continues to work to increase public awareness of Piominko’s legacy and historical significance in Tupelo and North Mississippi, and

WHEREAS, in 2008 the Chickasaw Nation proclaimed the 2nd Monday in October as Piominko Day, to be celebrated annually in perpetuity, and Piominko is recognized as a seminal figure in the history of Tupelo and Northeast Mississippi; and

WHEREAS, The Chickasaw Inkana Foundation, along with the Daughters of the American Revolution and the City of Tupelo will continue to work with the Chickasaw Nation and other regional partners to increase awareness of the importance of Chickasaw culture and history and preserve, protect and interpret Chickasaw culture and history in the historic Chickasaw Homeland;

NOW THEREFORE, I, Todd Jordan, Mayor of Tupelo, Mississippi, do hereby proclaim October 9, 2023, as

PIOMINKO DAY

In Tupelo, Mississippi, and encourage all citizens to recognize Piominko for his extraordinary leadership of the Chickasaw people and his dedicated efforts to secure peace between the United States and the Chickasaw Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tupelo to be affixed this the 9th day of October, the year of our Lord two thousand and twenty three.

ATTEST:

Kim Hanna, City Clerk

Brady Davis, CEO
Chickasaw Inkana Foundation

Todd Jordan, Mayor

Bill Dickerson, President
Tupelo Rotary Club

Sarah Harris, Regent
Mary Stuart Chapter, MSSDAR



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 3, 2023

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 October 3, 2023

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	45037	089N3106500	108-176 S GLOSTER ST	BUCY JAMES EARL JR & ANITA BUCY LONG	1651 BIRMINGHAM RIDGE RD	SALTILLO, MS 38866	SB
2.	45043	077H2514701	109 BRIARWOOD CIR	GOOCH JASON	111 BRIARWOOD	TUPELO, MS 38804	TP
3.	45048	088Q3404300	143 S FEEMSTER LAKE RD	TARPLEY RICHARD M JR	143 S FEEMSTER LAKE RD	TUPELO, MS 38804	RS
4.	45052	088Q3401600	1911 MARTIN HILL DR	PETTIGREW PROPERTIES LLC	281 MCNEECE ST	TUPELO, MS 38804	RS
5.	45058	101G0110400	1203 MOCKINGBIRD LN	PITTS HOYET L & HELEN R	P O BOX 3098	TUPELO, MS 38803	SB
6.	45064	106A1400700	2838 EVANS CIR	BUGGS DARRIN L	103 ROAD 9	HOULKA, MS 38850	RS
7.	45065	106A1402800	2861 EVANS CIR	HOOKS HENRY E	2861 EVANS CIRCLE	TUPELO, MS 38801	RS
8.	45067	105D1502100	2876 BEASLEY DR	RAY EARNESTINE B (LE)	168 REED CIRCLE	MEDINA, TN 38355	RS
9.	45068	105D1502300	2906 BEASLEY DR	LUTHER PROPERTIES LLC	2180 VETERANS HWY EAST	PONTOTOC, MS 38863	RS
10	45070	105D1505400	3037 BEASLEY DR	TUCKER JAMES L & ELNOIS R (LE)	271 COUNTY ROAD 1467	PLANTERSVILLE, MS 38862	RS
11	45071	105D1505000	3075 MOORE AVE	MOORE TONY A SR & BERNICE	109 BELWOOD COVE	BELDEN, MS 38826	RS
12	45073	105H1507200	3438 BROOKS ST	ALIM CHRISTOPHER CONWILL	3135 CAROLINA ROAD	NETTLETON, MS 38858	RS

Preliminary Lot Mowing Report for October 3, 2023

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	45075	101H0111700	1007 COOLIDGE	HARDY JAMES L & DAPHNE A	1007 COOLIDGE	TUPELO, MS 38801	SB
14	45077	101H0121900	1700 FILLMORE DR	MAULDIN BOBBY & JOHN ASHLEY	1700 FILMORE	TUPELO, MS 38801	SB
15	45080	101B0213000	418 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	TP
16	45081	077P3510300	208 NANNEY DR	MEMPHIS WEALTH BUILDERS LLC	P O BOX 558	NESBIT, MS 38651	TP
17	45088	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	TP
18	45090	077F2618700	706 LAR-ELI-DO DR	BURT BEN J & CAROL A	706 LAR ELI DO	TUPELO, MS 38801	TP
19	45091	105D1503500	3064 MOORE AVE	RICHARDSON MEGAN	P O BOX 87	RED BANKS, MS 38661	RS
20	45092	077P3520900	2313 RASBERRY ST	FELLS TUMAHA	2313 RASBERRY ST	TUPELO, MS 38801	TP
21	45097	089J3112000	638 ALLEN ST	STEVEN ANDREW FAIRLEY	638 ALLEN ST	TUPELO, MS 38804	DS
22	45098	089J3101700	507 MAGNOLIA DR	JUSTICE C ALLEN & LEAH	164 RD 461	SALTILLO, MS 38866	DS
23	45101	077Q3604200	1606 ECKFORD ST	COMPLEO LLC	P O BOX 691	TUPELO, MS 38802	SB
24	45102	112F0401300	1553 S FEEMSTER LAKE RD	THOMPSON KELLY WAYNE & MARY E	1553 FEEMSTER LAKE ROAD	TUPELO, MS 38804	RS

Preliminary Lot Mowing Report for October 3, 2023

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	45105	077Q3604300	200 BOWEN ST	NORTH MISSISSIPPI REAL ESTATE & LAND LLC	103 BIENVILLE CIR	TUPELO, MS 38801	SB
26	45107	077Q3604400	208 BOWEN ST	WILSON BOBBY L	604 RACOVE DR	TUPELO, MS 38801	SB
27	45108	077Q3602500	205 BOWEN ST	HARRIS JAMES H & MARY N	205 BOWEN	TUPELO, MS 38801	SB
28	45112	077D2514000	1202 JOYNER AVE	JAN & TERRY LLC	1211 FLETCHER ST	TUPELO, MS 38804	TP
29	45114	075R2207600	3794 FAIR OAKS DR	WHITENTON & WHITENTON	P O BOX 2201	TUPELO, MS 38803	TP
30	45117	077P3502700	215 MONUMENT DR	GRAB THE MAP LLC	3195 MCCULLOUGH BLVD	BELDEN, MS 38826	DS
31	45118	077P3505400	2105 GLENDALE ST	FUTURE HOPE RENTALS LLC	777 CR 251	SALTILLO, MS 38866	DS
32	45122	075R2207800	3784 FAIR OAKS DR	BURCHAM HELEN M	3784 FAIR OAKS	BELDEN, MS 38826	TP
33	45125	101D0120300	1304 VAN BUREN AVE	PRESLEY ELIZABETH	1304 VAN BUREN	TUPELO, MS 38801	TP
34	45126	088N3302200	206 CANAL ST	PRATT JENNIFER	1165 HWY 47	HOUSTON, MS 38851	RS
35	45127	112A0408400	515 LAKE ST	BISHOP CHARLINE	103 HIGH FOREST LANE	TUPELO, MS 38801	RS
36	45129	112A0408200	525 LAKE ST	BERRY DIERDRE	525 LAKE ST	TUPELO, MS 38804	RS

Preliminary Lot Mowing Report for October 3, 2023

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
37	45133	112A0406800	904 MARTIN ST	PETTIGREW MICHAEL C & JENIFER C	281 MCNEECE STREET	TUPELO, MS 38804	RS
38	45135	077Q3626200	301 HANCOCK ST	KEITH INVESTMENTS LLC	P O BOX 870	VERONA, MS 38879	SB
39	45140	075G1501700	MCCULLOUGH BLVD	SALTILLO 45 LLC	210 E MAIN ST	TUPELO, MS 38804	TP
40	45142	101B0221900	2306 ENGLEWOOD DR	GARMON DANIELLE S	2306 ENGLEWOOD DR	TUPELO, MS 38801	RS
41	45143	07602301100	2139-2143 MCCULLOUGH BLVD	DANIELS BILLY & JEAN	P O BOX 159	BELDEN, MS 38826	TP
42	45164	083U0709900	SOUTHERN DR	MILL CREEK LLC	P O BOX 3088	TUPELO, MS 38803	TP
43							
44							
45							
46							
47							
48							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 3, 2023

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION OF
PROPERTIES LOCATED AT 1505 HILLSDALE DRIVE, 1518 CENTRAL
AVENUE, AND 135 WARREN LANE TN

Request:

Public Hearing for demolition of substandard structures on the following properties:

1505 Hillsdale Drive (PARCEL #088T-27-003-00)
1518 Central Avenue (PARCEL #077Q-36-156-00)
135 Warren Lane (PARCEL #079V-32-012-00)

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 3.

ADDRESS: 1505 HILLSDALE

BASIC INFORMATION

- ▶ PARCEL: 088T-27-003-00
- ▶ CASE: 44220
- ▶ WARD: 5
- ▶ TAX VALUE: \$75,530
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$64,910
Left side Vacant
Rear Vacant
Across street \$10,920

TAXES/LIENS

Taxes – Current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 2
- ▶ CURRENT STATUS –OPEN – The owners of this property live out of town. It is not a rental.
- ▶ This property appears to have been in this condition for a long time. The house is vacant and the property is overgrown.



HEARING NOTICE

09/06/21

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44220

Vs.

TTLBL, LLC

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1505 Hillsdale Drive, PARCEL #088T-27-003-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/03/2023, at 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken. Item # 3.
- 5.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 6TH DAY OF SEPTEMBER, 2023.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

06/02/2023

TTLBL LLC
4747 EXECUTIVE DR STE 510
SAN DIEGO, CA 92121

Re: CASE # 44220
1505 N HILLSDALE DR,
PARCEL NUMBER: 088T2700300



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.


VIOLATION	DETAILS/REMEDY
BUILDING MAINTANCE, 21-19-11 DEMOLITION STATE LAW	REPAIR OR DEMOLISH ALL STRUCTURES
OVER GROWN BRUSH AND TREES	CUT AND PRUNE ALL VEGETATION
LOT MOWING	MOW YARD

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING
DATE IN ORDER TO BE IN COMPLIANCE: 7/5/2023**

**REINSPECTION
DATE: 7/5/2023**

Thank you in advance for your compliance. If you have questions, please call 662.587.7632.

Sincerely,


LYNDA FORD
Code Enforcement

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

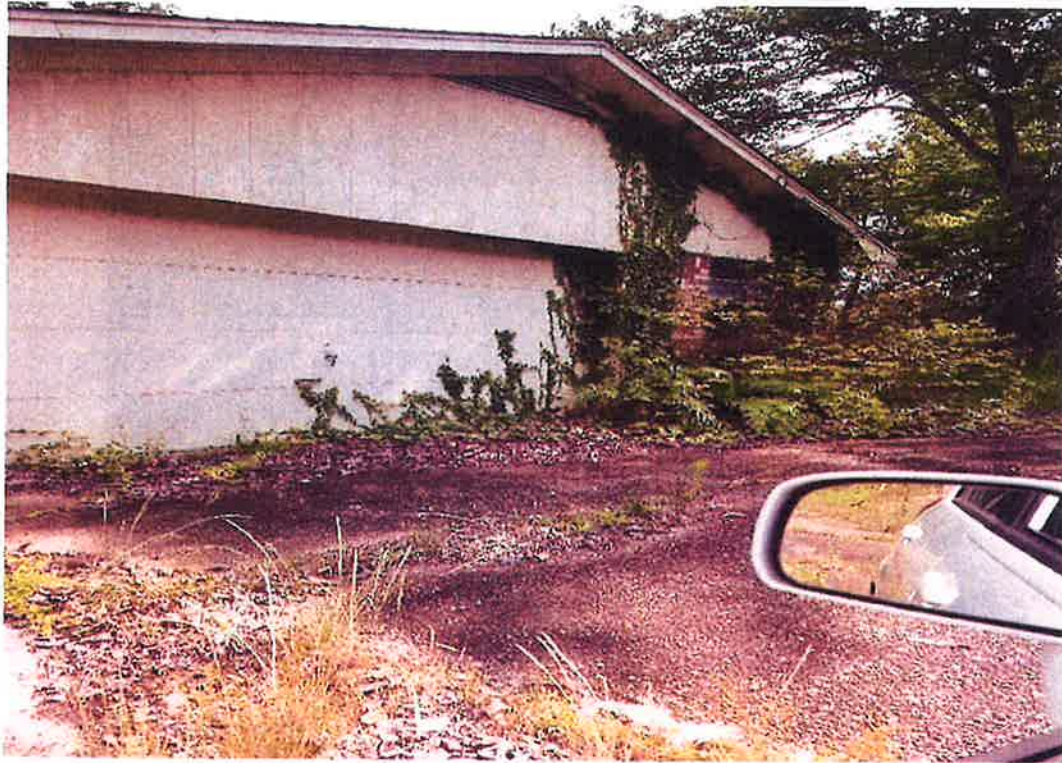
304.1 GENERAL. THE EXTERIOR OF A STRUCTURE SHALL BE MAINTAINED IN GOOD REPAIR, STRUCTURALLY SOUND AND SANITARY SO AS NOT TO POSE A THREAT TO THE PUBLIC HEALTH, SAFETY OR WELFARE.(SEE CODE BOOK FOR MORE DETAILED INFORMATION.)

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

EXHIBITS:







BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 3.

ADDRESS: 1518 CENTRAL AVENUE

BASIC INFORMATION

- ▶ PARCEL: 077Q-36-156-00
- ▶ CASE: 44925
- ▶ WARD: 4
- ▶ TAX VALUE: \$45,680
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$27,916
Left side \$51,200
Rear \$210,070
Across street \$24,940

TAXES/LIENS

Taxes – Current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS YES
- ▶ CURRENT STATUS –Owners live out of town. This property is a rental with no valid CO
- ▶ Summary of Property: This property was inspected in 2022 and failed a rental inspection. The house was vacated and squatters moved in. There are a large number of cats here.



HEARING NOTICE

09/06/21

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44925

Vs.

CUMBER & COMPANY, LLC

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1518 Central Avenue, PARCEL #077Q-36-156-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/03/2023, at 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
5. Item # 3.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 6TH DAY OF SEPTEMBER, 2023.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

08/22/2023

CUMBER & COMPANY LLC
546 ROCK CREEK ROAD
BELMONT MS 38827

Re: CASE # 44925
1518 CENTRAL,
PARCEL NUMBER: 077Q3615600



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BLDG MAINT	MAINT AND UPKEEP

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING
DATE IN ORDER TO BE IN COMPLIANCE:**

**REINSPECTION
DATE: 09.05.2023**

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

David Shelton 871-2027
DAVID SHELTON
Code Enforcement

Bill Benson
CLERK

**THIS PROPERTY MUST BE BROUGHT BACK TO CODE STANDARDS OR
DEMOLISHED. IT IS A SAFETY HAZZARD FOR THE COMMUNITY.**

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

11.6.3(1) Outdoor Storage of Materials

- (a) No storage of any kind shall be permitted on a porch, open carport, or yard, except in an enclosed porch, as defined in Chapter 2 of this Ordinance. No refrigerators or similar appliances, or upholstered furniture, or similar items, may be stored or placed on the porch, unless the porch is enclosed.
- (b) No laundry shall be placed on any fence, porch, or clothesline, except in the rear yard.

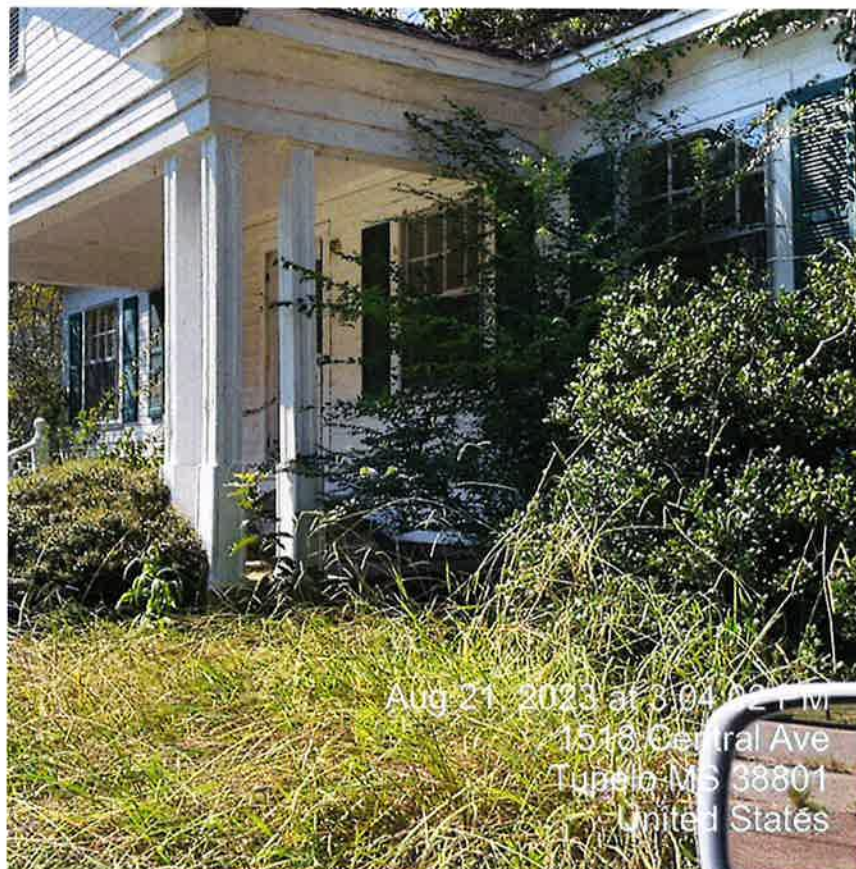
11.6.3(6) Building Maintenance: It shall be unlawful and a violation of this code for any person to erect, maintain, use, place, deposit, cause, allow, leave or permit any of the following on any residential property:

- (a) Any wood surfaces unprotected from the elements by paint or other protective treatment;
- (b) Exterior painted surfaces with loose, cracked, scaling, chipping, or peeling paint, visible from a public area, in such amounts as to present a deteriorated or slum-like appearance;
- (c) Broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance.
- (d) Property owners are responsible for maintenance of property and behavior of tenants in rental property.

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.





BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 3.

ADDRESS: 135 WARREN LANE

BASIC INFORMATION

- ▶ PARCEL: 079V-32-012-00
- ▶ CASE: 44940
- ▶ WARD: 6
- ▶ TAX VALUE: \$2,860
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$76,320
Left side	\$28,640
Rear	Vacant
Across street	Vacant

TAXES/LIENS

Taxes – Current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - NO

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS None
- ▶ CURRENT STATUS – The owner has passed and the estate appears to be in the care of her daughter.
- ▶ This property contains a single wide mobile home and a junk vehicle. This property is non-conforming.



HEARING NOTICE

09/06/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44940

Vs.

**BARBARA ANN RIGGS ESTATE, CHANDRA RIGGS TREXLER
AND ANY PERSON OR ENTITY HAVING LEGAL OR EQUITABLE
INTEREST IN 135 WARREN LANE**

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

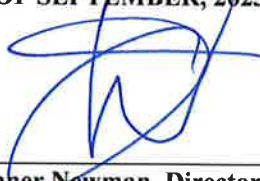
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **135 WARREN LANE, PARCEL #079V-32-012-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/03/2023, at 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty
5. of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 6TH DAY OF SEPTEMBER, 2023.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

08/23/2023

RIGGS BARBARA ANN ESTATE
135 WARREN LN
TUPELO, MS 38801

Re: CASE # 44940
135 WARREN LN,
PARCEL NUMBER: 079V3201200



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
JUNK & ABANDONED VEHICLES	"JUNK" VEHICLE REQUIRES RELOCATION.
OPEN/OUTDOOR STORAGE & LITTER	OUTDOOR STORAGE PROHIBITED ON PORCH.
DEMOLITION	SEE ATTACHED ORDINANCE

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING
DATE IN ORDER TO BE IN COMPLIANCE:**

09/06/2023

**REINSPECTION
DATE:**

09/06/2023

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

Troy Peck 5132 662-687-2815

TROY PECK
Code Enforcement

IPMC SEC 110 - DEMOLITION (110.1-110.4)

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

PROPERTY MAINTENANCE - JUNK VEHICLES

11.6.3(7) Junk Vehicles: Junk vehicles are prohibited from being located within the city except within completely enclosed buildings or garages or at vehicle salvage yards, vehicle repair shops and wrecker services complying with the terms of this ordinance. Within a residential zoning district no more than one (1) junk vehicle may be stored behind opaque fencing or landscaping. This required screening shall completely block the view of the vehicle from all surrounding property.

RESIDENTIAL OUTDOOR STORAGE

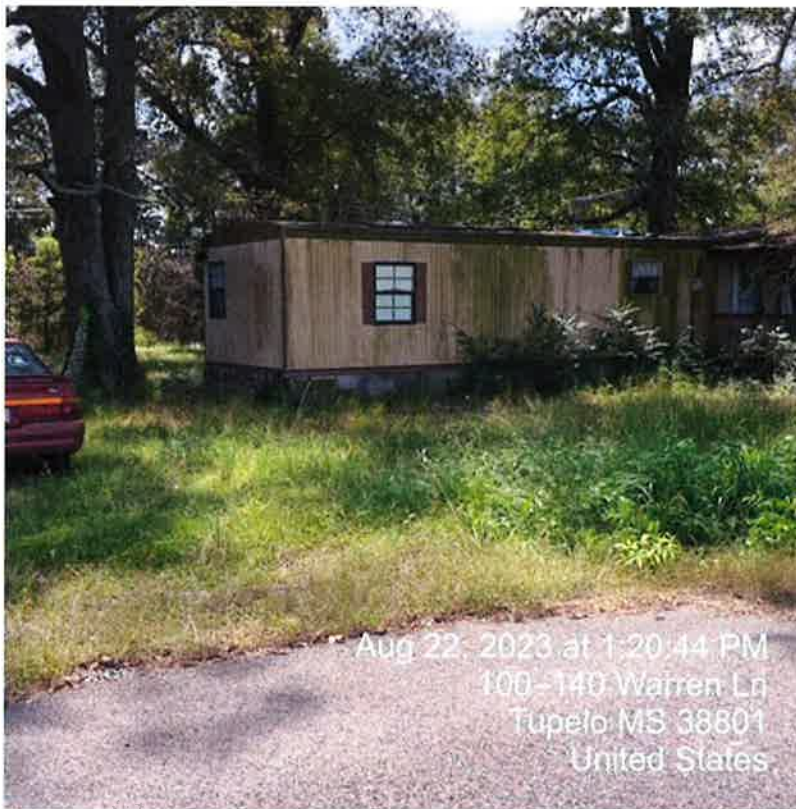
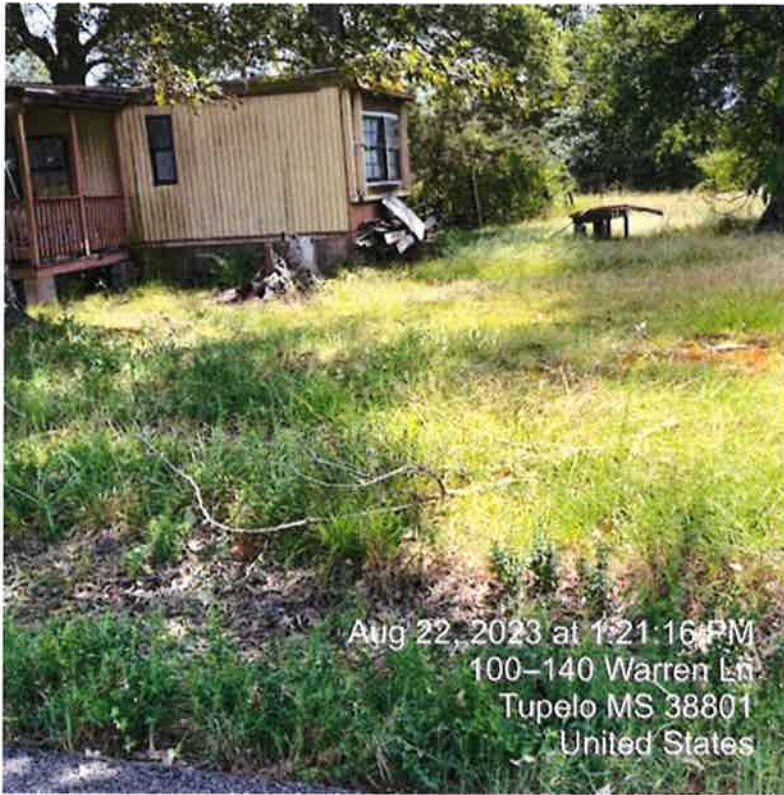
7.7.8 OUTDOOR STORAGE: Outdoor storage is a permitted use for both residential and non-residential uses, subject to the following restrictions:

(a) Residential outdoor storage may consist of typical outdoor or yard furniture and equipment. Residential outdoor storage of household appliances, discarded or indoor furniture, household wares, boxes, building materials, garbage, junk, commercial lawn maintenance equipment, or automobile parts shall be prohibited on any property with a primarily residential use because such storage may increase the likelihood of a fire, conceal dangerous conditions, be a breeding place or habitat for mosquitoes, mice, rats, or other pests, or may create an unattractive condition or visually blighted property. A dwelling unit with an attached carport may store lawn maintenance equipment for personal use in the carport. Residences are permitted temporary outdoor storage of material for garbage pick-up for up to thirty-six (36) hours at or near the front curb.

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.







AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE September 25, 2023

SUBJECT: IN THE MATTER OF MINUTES OF SEPTEMBER 19, 2023 REGULAR COUNCIL MEETING

Request:

For your approval pending legal review.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

SEPTEMBER 19, 2023

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, September 19, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, and Janet Gaston; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Rosie Jones was absent. Council Member Gaston led the invocation. Council Member Palmer led in the pledge of allegiance.

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

PUBLIC RECOGNITION

Council Member Gaston asked everyone to remember Judge Aycock and his family for the loss of his son.

Council Member Palmer introduced his wife, Cecelia, his son, Damon, and his daughter-in-law, Erica.

Council Member Davis thanked everyone for supporting the Communities Forward Festival last weekend.

MAYOR'S REMARKS

Mayor Todd Jordan reported that there was a good crowd at the Communities Forward Festival. The renovation of the Council chambers will begin right away and the meetings will be held at the Church Street School until the renovation is complete. Fall into Tupelo begins in October and the Park & Recreation statewide conference is in Tupelo this week.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on the properties listed on the final lot mowing list.

088Q3403100	481 S FEEMSTER LAKE RD
088N3304700	335 CANAL ST
088N3304700	335 CANAL ST
088N3304700	335 CANAL ST
088N3302300	208 CANAL ST

088N3305700	151 CANAL ST
088N3305900	147 CANAL ST
101B0216812	723 ASHLEY LN
089B3004000	1259 N GREEN ST
077C2508000	1303 ACKIA TRL
089F3009200	428 TOLBERT ST
089F3013300	431 TOLBERT ST0
89B3003900	1261 N GREEN ST
101M1217500	1197 S GLOSTER ST
101M1217400	1195 S GLOSTER ST
113A0610100	619 CROSSOVER RD
113A0608800	718 CROSSOVER RD
077Q3619100	215 TEDFORD ST
113J0702200	1103 CHICKASAW TRL
113J0703800	1014 CHICKASAW TRL
113E0605700	906 CHICKASAW TRL
077P3500600	2411 DANNY ST

IN THE MATTER OF APPROVAL OF REGULAR MEETING ON SEPTEMBER 5 AND SPECIAL CALLED MEETING ON SEPTEMBER 12, 2023

Council Member Palmer moved, seconded by Council Member Davis, to approve the minutes of the regular meeting of September 5 and special called meeting of September 12, 2023. Of those present, the vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Palmer moved, seconded by Council Member Bryan to approve the advertising and promotional items, as presented. Of those present, the vote was unanimous in favor. APPENDIX B

Northeast MS Daily Journal	\$397.50	Congratulations to CDF for 75th year of Accomplishments
Busylad	\$579.60	Inflatables for Wear it Well Ribbon Cutting
Busylad	\$369.60	Real Men Stand up (Father & Son Day @ PAL)

IN THE MATTER OF BUDGET AMENDMENT #11 FOR FY 2023

Council Member Gaston moved, seconded by Council Member Palmer, to approve budget amendment #11 for FY 2023. Of those present, the vote was unanimous in favor. APPENDIX C

IN THE MATTER OF FY 2024 PETTY CASH ACCOUNTS

Council Member Davis moved, seconded by Council Member Bryan, to approve the Petty Cash Accounts for FY2024, as submitted. Of those present, the vote was unanimous in favor. APPENDIX D

IN THE MATTER OF THE FIRE & POLICE RETIREMENT

Council Member Palmer moved, seconded by Council Member Bryan, to approve the "Resolution of the City Council of the City of Tupelo, Mississippi, Authorizing and Directing There Be A Two Percent (2%) Increase in the Benefits for All Members and Beneficiaries Receiving Retired Relief or Disability Relief Benefits from the Firemen's And Policemen's Disability and Relief Fund", giving those members a 2% increase. Of those present, the vote was unanimous in favor. APPENDIX E

IN THE MATTER OF REQUEST TO CLOSE BANK ACCOUNT (E.P. BUS TURNAROUND)-STATE FUNDS

Council Member Janet Gaston recused herself for this item of business.

Council Member Palmer moved, seconded by Council Member Mims, to approve an Order of the Governing Authorities of the City of Tupelo Authorizing the Closure of the Elvis Presley Bus Turnaround Special Project Fund at Cadence Bank. The vote was, as follows:

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

APPENDIX F

Council Member Gaston rejoined the meeting.

IN THE MATTER OF RESOLUTION TO RAISE SANITATION RATE

Council Member Mims moved, seconded by Council Member Palmer, to approve the Resolution Adopting Increase in Sanitation Rate Fees and Charges for Residential Customers. Of those present, the vote was unanimous in favor. APPENDIX G

IN THE MATTER OF PROPERTIES FOR LOT MOWING

Council Member Palmer moved, seconded by Council Member Gaston, to adjudicate the properties on the final lot mowing list as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve their cleaning in accordance with Mississippi Code Annotated 21-19-11. Of those present, the vote was unanimous in favor. APPENDIX H

IN THE MATTER OF LIEN RESOLUTIONS FOR UNPAID LOT MOWING

Council Member Davis moved, seconded by Council Member Bryan, to approve Resolutions Assessing Judgment Liens Against Real Property for the Costs Associated with Lot Mowing in Accordance with Miss. Code Annotated § 21-19-11, for the following properties:

414 LAKEVIEW
 107 LAKEVIEW
 100 ANDREW CIRCLE
 2308 TORREY STREET
 1507 TRACE AVENUE
 1407 GUN CLUB ROAD

Of those present, the vote was unanimous in favor. APPENDIX I

IN THE MATTER OF LIEN RESOLUTIONS FOR UNPAID DEMOLITIONS

Council Member Palmer moved, seconded by Council Member Gaston, to approve a Resolution Adjudicating Cost and Assessing Lien Against Real Property, under Miss. Code Ann. 21-19-11(1972 as amended) for:

209 FEEMSTER LAKE ROAD
 398 FEEMSTER LAKE ROAD
 735 SOUTH EASON BLVD
 1108 MARQUETTE

Of those present, the vote was unanimous in favor. APPENDIX J

IN THE MATTER OF PLANNING COMMITTEE MINUTES OF AUGUST 7, 2023

Council Member Davis moved, seconded by Council Member Gaston, to accept the minutes of the Planning Committee held on August 7, 2023. Of those present, the vote was unanimous in favor. APPENDIX K

IN THE MATTER OF MAJOR SUBDIVISION PRELIMINARY PLAT AND MAJOR SITE PLAN FOR PARKSIDE SUBDIVISION

Council Member Buddy Palmer recused himself for this item of business.

Council Member Gaston moved, seconded by Council Member Mims, to approve a major subdivision preliminary plat for Parkside subdivision, as well as the major site plan. The vote was, as follows:

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

APPENDIX L

Council Member Palmer rejoined the meeting.

IN THE MATTER OF RESOLUTION REQUESTING LEE COUNTY TO SEEK ASSISTANCE FROM THE TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT TO ADDRESS ISSUES RELATED TO EROSION AT PROPERTY LOCATED AT OR NEAR 735 EASON BOULEVARD

Council Member Mims moved, seconded by Council Member Palmer, to approve a 'Resolution Requesting Lee County to Seek Assistance from the Tombigbee River Valley Water Management District to Address Issues Related to Erosion at Property Located at or Near 735 Eason Boulevard'. Of those present, the vote was unanimous in favor. APPENDIX M

IN THE MATTER OF CVB BOARD MINUTES SEPTEMBER 5, 2023

Council Member Davis moved, seconded by Council Member Bryan, to approve the minutes of the Convention and Visitors Bureau of September 5, 2023. Of those present, the vote was unanimous in favor. APPENDIX N

IN THE MATTER OF AWARD OF BID # 2023-042WL TO REPAIR AND REPAINT THE BELDEN WATER TANK

Bids were received for Bid # 2023-042WL - Repair and Repaint Belden Water Tank, with the lowest and best bid being from Dixie Painting and Sandblasting, Inc., in the amount of \$332,505.00. Council Member Palmer moved, seconded by Council Member Gaston, to award the bid to Dixie Painting and Sandblasting, Inc., in the amount of \$332,505.00. Of those present, the vote was unanimous in favor. APPENDIX O

IN THE MATTER OF CONTRACT APPROVAL WITH ARCHITECTURE SOUTH TO DESIGN DOT COOPER KELLY BUILDING RENOVATIONS

Council Member Davis moved, seconded by Council Member Bryan, to approve a contract with Architecture South to design the Dot Cooper Kelly building renovations. Of those present, the vote was unanimous in favor. APPENDIX P

IN THE MATTER OF TEMPORARY ORDINANCE AMENDING CHAPTER 2, ARTICLE II, SECTION 2-16 MEETING TIMES AND PLACES

Council Member Gaston moved, seconded by Council Member Mims, to approve a 'Temporary Ordinance Amending Chapter 2, Article II, Section 2-16 Meeting Times and Places'. Due to the renovation of the Council chambers, the meeting place of the City Council will be changed to the Church Street School auditorium. Of those present, the vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF DONATION OF STREETS AND ALLEYWAYS IN THE VILLAGES COMPLEX (TABLED AT SEPTEMBER 5, 2023 MEETING)

Council Member Palmer moved, seconded by Council Member Gaston, to take the item off the table. Of those present the vote was unanimous in favor.

Council member Gaston moved, seconded by Council Member Mims, to approve the acceptance of the donation of streets and alleyways in The Villages complex. Of those present, the vote was unanimous in favor. APPENDIX R

EXECUTIVE SESSION

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

Council Member Davis moved, seconded by Council Member Bryan, to close the regular session and enter executive session for discussion of possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor at 6:21 PM.

After discussion in executive session, Council Member Mims moved, seconded by Council Member Gaston to return to the regular meeting at 6:55 PM. Of those present, the vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Mims moved, seconded by Council Member Gaston, to adjourn the meeting at 6:56 PM. Of those present, the vote was unanimous in favor.

This the 19th day of September, 2023.

Travis Beard, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO/City Clerk
DATE September 25, 2023
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

For your review.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE October 3, 2023

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:

Various vendors	\$2,500.00	Haven Acres Festival
Various vendors	\$2,500.00	Canal Street Festival



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO
DATE October 3, 2023
SUBJECT: IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE **KH**

Request:

Approval of the municipal compliance questionnaire for fiscal year 2023

ITEMS:

2023 Municipal Compliance Questionnaire

MUNICIPAL COMPLIANCE QUESTIONNAIRE

INFORMATION

Note: Due to the size of some municipalities, some of the question may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than “yes” or “no,” and, as a result, more information on this questionnaire may be required and/or separate workpapers may be needed.

1. Name and address of municipality: City of Tupelo

P.O. Box 1485 Tupelo, MS 38802-1485

2. List the date and population of the latest official U.S. Census or most recent official census:

2010	37,923
------	--------

3. Names, addresses and telephone numbers of the officials (include elected officials, chief administrative officer, and attorney).

ATTACHED LIST INCLUDED

4. Period of time covered by this questionnaire:

From: 10/1/2022

To: 9/30/2023

5. Expiration date of current elected officials' term: 6/30/2025

(CITY OF TUPELO)
(MUNICIPALITY)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2023

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of TUPELO, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number: _____

Page: _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS: Y – YES, N – NO, N/A – NOT APPLICABLE

PART I – GENERAL

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y

3. Are municipal records open to the public? (Section 25-61-5) Y

4. Are meetings of the board open to the public? (Section 25-41-5) Y

5. Are notices of special or recess meetings posted? (Section 25-41-13) Y

6. Are all required personnel covered by appropriate surety bonds?
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Section 21-15-17 and 21-15-19) Y

8. Are minutes of board meetings signed by the mayor or majority of the board within 22 days of the meeting? (Section 21-15-33) Y

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y

10. Did all officers, employees of the municipality, or their relative avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II – CASH AND RELATED RECORDS

1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the Mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Section 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Section 21-35-5) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Section 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) – Section 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets property tagged and accounted for? (Section 7-7-211 – Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with State Auditor's regulations? (Section 25-3-41) Y

PART III – PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and(k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV – BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purpose for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V – TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y

MUNICIPAL COMPLIANCE QUESTIONNAIRE

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Section 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than ¼ mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Section 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-7-347)
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

**MUNICIPAL COMPLIANCE QUESTIONNAIRE ATTACHMENT
INFORMATION ITEM #3**

Names, addresses and telephone numbers of officials.

Mayor

Todd Jordan
6231 Park Heights Circle
Tupelo, MS 38801
(662) 841-6513
E-mail todd.jordan@tupeloms.gov

Ward V

Buddy Palmer
273 Tyler Willis Lane
Tupelo, MS 38804
(662) 255-1454
E-mail buddy.palmer@tupeloms.gov

Ward I

Chad Mims
1304 Lakeshire Dr
Tupelo, MS 38804
(662) 322-7329
E-mail chad.mims@tupeloms.gov

Ward VI

Janet Gaston
1764 Columbine Dr
Tupelo, MS 38801
(662) 255-9530
E-mail janet.gaston@tupeloms.gov

Ward II

Lynn Bryan
1226 Clayton Ave.
Tupelo, MS 38804
(662) 321-2081
E-mail lynn.bryan@tupeloms.gov

Ward VII

Rosie Jones
1119 Evelyn Dr
Tupelo, MS 38801
(662) 401-5483
E-mail rosie.jones@tupeloms.gov

Ward III

Travis Beard
2415 William Drive
Tupelo, MS 38801
(662) 610-0550
E-mail travis.beard@tupeloms.gov

Ward IV

Nettie Y. Davis
326 Barnes Street
Tupelo, MS 38804
(662) 871-8394
E-mail nettie.davis@tupeloms.gov



AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE September 25, 2023

SUBJECT: IN THE MATTER OF APPOINTMENT MONTGOMERY BERRY TO POLICE
ADVISORY BOARD – WARD 1 **TJ**

Request:

For your confirmation.....

Appointment of Dr. Montgomery Berry to Police Advisory Board to represent Ward 1.



J. MONTGOMERY BERRY, MD

Dr. J. Montgomery Berry is board certified in Otolaryngology-Head and Neck Surgery and Otolaryngology Allergy. He began his practice in Northeast Mississippi upon joining ENT Physicians of North Mississippi in 1998. He specializes in the treatment of adult and pediatric patients with ear, nose, and throat disorders and allergy problems, with a special interest in laryngeal and voice disorders.

Dr. Berry is a graduate of Millsaps College where he received a BS in chemistry and was a four-year letterman and captain of the basketball team. He obtained his medical degree from the University of Mississippi School of Medicine where he was awarded the Mississippi-Louisiana Award for Excellence in Undergraduate Otolaryngology. He also served as National Student Trustee for the Christian Medical Dental Society. Dr. Berry completed his residency at Vanderbilt University where he was winner of the resident research competition for his work in laryngeal re-animation. He is a charter member of the Christian Society of Otolaryngology and is a fellow of the American College of Surgeons.

He is married to Sara Williams Berry of Corinth and they have seven children. He is a founding member of The Orchard Church in Tupelo where he continues to serve as an elder on the Jeremiah Council. He is an avid sportsman and spends most of his free time with his family.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Todd Jordan, Mayor

DATE September 28, 2023

SUBJECT: IN THE MATTER OF APPOINTMENT OF STEVEN COON TO POLICE
ADVISORY BOARD – WARD 5 TJ

Request:

For your confirmation.....

Appointment of Steven Coon to Police Advisory Board to represent Ward 5.

STEVEN J. COON

DESIGN ENGINEER MANAGER

PROFILE

As a passionate, open-minded, & dedicated individual, I bring a certain level of professionalism to any task. Having served in several management roles, I am accustomed to making difficult decisions and communicating with team members. The role of R&D Design Engineer allows for out of the box solutions to a multitude of scenarios. I strive to consider all points of view of the team in order to achieve the goal.

SKILLS

- COMMUNICATION
- CRITICAL THINKING
- COLLABORATION
- CREATIVITY
- LEADERSHIP
- DECISION MAKING

EDUCATION

Itawamba Community College

1997-2001

A.A.S. Drafting & Design Technology

Software Proficiency

Certified Solidworks Associate

Level I & II Training AutoDesk Inventor

AutoCAD, Excel, Word, Outlook, SAP

EXPERIENCE

Tiffin Motorhomes, Red Bay, AL

2003 - Present

Currently as Design Engineer Manager, I oversee a team of people in the design of the superstructure for Class A motorhomes as well as new floorplans. I will often travel to various dealer/customer trade shows in order to gain knowledge of prospective buyers. This allows us to remain competitive in the market. I have also served as a R&D Design Engineer Manager of a team of designers. I currently have my name on one U.S. Patent for an egress door design. These roles have also required me to work hand in hand with various outside vendors to develop new products in order to achieve necessary goals.

HMC Technologies, New Albany, MS

2000 - 2003

I worked directly under Mechanical Engineers to produce drawings prior to manufacturing. This would require handling request for quotes from outside vendors and working with purchasing to obtain needed materials. I was also task with maintaining the Engineering Library and compile information to provide to customers for the various projects.

Reed Manufacturing, Tupelo, MS

1995 - 2000

As a laborer in the Cutting department, I served as a 120+% operator in multiple jobs. I often served as a floater to fill in various positions and train new employees as needed.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 3, 2023

SUBJECT: IN THE MATTER OF AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF TUPELO BETWEEN THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY AND BELINDA STEWART ARCHITECTS, PA RELATING TO A HISTORIC STRUCTURES REPORT AND ENGINEERING REPORT FOR SPRINGHILL MISSIONARY BAPTIST CHURCH TN

Request:

Authorize the Mayor and City Clerk to execute the attached Agreement on behalf of the City of Tupelo between the Mississippi Department of Archives and History and Belinda Stewart Architects, PA relating to a historic structures report and engineering report for Springhill Missionary Baptist Church.

CONTRACT
SPRING HILL MISSIONARY BAPTIST CHURCH HISTORIC STRUCTURES AND
ENGINEERING REPORT
FOR THE CITY OF TUPELO, LEE COUNTY

THIS CONTRACT between the City of Tupelo (hereinafter called The City), Belinda Stewart Architects, PA (hereinafter called the Consultant), and the Mississippi Department of Archives and History (hereinafter called MDAH), relates to a historic structures report and engineering report for Spring Hill Missionary Baptist Church.

The City, Consultant, and MDAH agree as follows:

1. Work Program

The Consultant shall carry out project work as specified in the "Work Program" (attachment A) for this project.

2. Compensation

The Consultant agrees to perform the work outlined in Attachment A for the total cost up to the amount of \$20,000.00. Compensation to the Consultant shall be made upon satisfactory completion and submission to the Historic Preservation Division of MDAH and the City of Tupelo the product of the project as specified below and upon the receipt of an invoice for the project.

3. Termination Provision

If both MDAH and the City of Tupelo find the Consultant's work to be below the standards specified in Attachment A of this Contract; or if both MDAH and the City of Tupelo find that progress is not being made to meet the deadlines attached to this project, a written warning shall be given to the Consultant delineating the nature of the problem. If satisfactory progress is not made in the enumerated area(s) within thirty (30) days or a suitable explanation is not produced in writing by the Consultant, MDAH and/or the City of Tupelo shall have the right to terminate this Contract.

4. Reports and Requests for Reimbursement

The Consultant shall advise MDAH and the City of Tupelo of the progress of the project by telephone, e-mail, or by letter at least once every month while the project is underway. The Consultant shall contact MDAH and the City of Tupelo immediately if any situation should arise which will affect the timely or successful completion of this project and/or the final submission of the completed assessment.

5. Copyright

The copyright for any publication resulting from materials, information, and data assembled due to this contract shall be available to MDAH and the City of Tupelo, and MDAH and the City of Tupelo shall retain the right of printing and reprinting any publications using said materials, information, and data. The Consultant waives any claim to a copyright involving said materials, information, and data.

6. General Provisions

The Consultant agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Consultant further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal/state program. The Consultant shall indemnify and hold harmless the City of Tupelo, and all of their officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Consultant in executing work under this contract.

FEDERAL AND STATE PAYROLL TAXES: Neither federal nor state income tax nor payroll tax shall be withheld or paid by the Department or the City of Tupelo on behalf of the Consultant or the employees of the Consultant. The Consultant shall not be treated as an employee by the City of Tupelo with respect to the services performed hereunder for federal or state tax purposes.

FRINGE BENEFITS: Because the Consultant is an Independent Contractor, the Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of the City of Tupelo.

WORKERS' COMPENSATION: No Workers' Compensation insurance shall be obtained by the City of Tupelo concerning the Consultant or Consultant's employees. Any insurance that is required by law shall be obtained by the Consultant.

STATEMENT OF COMPLIANCE WITH FEDERAL NON-DISCRIMINATION LAWS: By execution of the contract, Consultant affirms that Consultant is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and Consultant acknowledges that Consultant will strictly adhere to this policy in the performance of Consultant's obligations under the terms of this Contract.

7. Special Condition

No part of the money appropriated for this project shall be used directly or indirectly to pay for any personal service, telegram, advertisement, telephone, letter, printed, or written matter or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem

necessary for the efficient conduct of the public business. Thus costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to historic preservation fund-assisted grants, either on a direct or indirect cost basis.

THIS CONTRACT becomes effective upon signature of the parties below.

The City of Tupelo

By _____
Todd Jordan, Mayor
City of Tupelo

Date

Consultant

By _____
Belinda Stewart, President
Belinda Stewart Architects, PA

Date

Mississippi Department of Archives and History

By Katie Blount
Katie Blount (Sep 25, 2023 14:09 CDT)
Katie Blount, Director
Mississippi Department of Archives and History

Sep 25, 2023
Date

ATTACHMENTS: (2)**ATTACHMENT A: WORK PROGRAM**

The goal of this project is to conduct a historic structures report and engineering assessment of Spring Hill Missionary Baptist Church. The assessment should help develop a prioritization of repairs. City of Tupelo, Belinda Stewart Architects, PA., and MDAH agree that the materials will be delivered with the following stipulations.

Scope of Work:

Belinda Stewart Architects, PA shall provide a structural survey of existing conditions of Spring Hill Missionary Baptist Church. The survey will include a historic structures report and engineering assessment of the existing facility for repairs and restoration. Services that the Consultant shall be held responsible for completing are as follows:

1. Documentation and analysis of the facility.
 - a. Identification of materials, systems, and their conditions.
 - b. Recommendations for needed repairs/restoration, including estimated costs and a scope of work.
 - c. Written report for the review of Church representatives.
2. On-site structural, mechanical, and electrical engineering report of the facility.
 - a. Documentation of conditions and building code compliance.
 - b. Report outlining recommended repairs and estimated costs.
3. Participation in conferences with the Client and/or the Mississippi Department of Archives and History when needed in the development of an appropriate repair concept.
4. Preparation of the report by a qualified professional that meets the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, which can be located at <https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>. If consultant has not previously worked with MDAH, a sample assessment is required for review.
5. The final report should adhere to a Historic Structure Report format which should include the following: introduction, background/building description, observations and discussion, prioritized scope of work, estimated costs, conclusions, recommendations, and any applicable figures or images.

6. The inclusion within the report of any additional information that will allow scholars, researchers, preservationists, architects, engineers and others interested in the future of the building to make better informed decisions regarding the property. While primarily written, the report should include photographs and/or measured drawings where appropriate.

The Consultant will provide the City and MDAH the first draft of the professional assessment for review by **June 1, 2024**. The Consultant will provide the City and MDAH the final draft of the professional assessment for review by **July 1, 2024**. The final project shall be completed and approved by the City of Tupelo and MDAH by **August 1, 2024**.

ATTACHMENT B - Acknowledging Federal Assistance

Item # 10.

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 3, 2023

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 October 3, 2023

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	45037	089N3106500	108-176 S GLOSTER ST	BUCY JAMES EARL JR & ANITA BUCY LONG	1651 BIRMINGHAM RIDGE RD	SALTILLO, MS 38866	SB
2.	45043	077H2514701	109 BRIARWOOD CIR	GOOCH JASON	111 BRIARWOOD	TUPELO, MS 38804	TP
3.	45048	088Q3404300	143 S FEEMSTER LAKE RD	TARPLEY RICHARD M JR	143 S FEEMSTER LAKE RD	TUPELO, MS 38804	RS
4.	45052	088Q3401600	1911 MARTIN HILL DR	PETTIGREW PROPERTIES LLC	281 MCNEECE ST	TUPELO, MS 38804	RS
5.	45058	101G0110400	1203 MOCKINGBIRD LN	PITTS HOYET L & HELEN R	P O BOX 3098	TUPELO, MS 38803	SB
6.	45064	106A1400700	2838 EVANS CIR	BUGGS DARRIN L	103 ROAD 9	HOULKA, MS 38850	RS
7.	45065	106A1402800	2861 EVANS CIR	HOOKS HENRY E	2861 EVANS CIRCLE	TUPELO, MS 38801	RS
8.	45067	105D1502100	2876 BEASLEY DR	RAY EARNESTINE B (LE)	168 REED CIRCLE	MEDINA, TN 38355	RS
9.	45068	105D1502300	2906 BEASLEY DR	LUTHER PROPERTIES LLC	2180 VETERANS HWY EAST	PONTOTOC, MS 38863	RS
10	45070	105D1505400	3037 BEASLEY DR	TUCKER JAMES L & ELNOIS R (LE)	271 COUNTY ROAD 1467	PLANTERSVILLE, MS 38862	RS
11	45071	105D1505000	3075 MOORE AVE	MOORE TONY A SR & BERNICE	109 BELWOOD COVE	BELDEN, MS 38826	RS
12	45073	105H1507200	3438 BROOKS ST	ALIM CHRISTOPHER CONWILL	3135 CAROLINA ROAD	NETTLETON, MS 38858	RS

Preliminary Lot Mowing Report for October 3, 2023

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	45075	101H0111700	1007 COOLIDGE	HARDY JAMES L & DAPHNE A	1007 COOLIDGE	TUPELO, MS 38801	SB
14	45077	101H0121900	1700 FILLMORE DR	MAULDIN BOBBY & JOHN ASHLEY	1700 FILMORE	TUPELO, MS 38801	SB
15	45080	101B0213000	418 LAKEVIEW DR	TTLBL LLC	4747 EXECUTIVE DR STE 510	SAN DIEGO, CA 92121	TP
16	45081	077P3510300	208 NANNEY DR	MEMPHIS WEALTH BUILDERS LLC	P O BOX 558	NESBIT, MS 38651	TP
17	45088	077F2617900	709 LAR-ELI-DO DR	PAYNE THOMAS JR	113 WAYSIDE	TUPELO, MS 38804	TP
18	45090	077F2618700	706 LAR-ELI-DO DR	BURT BEN J & CAROL A	706 LAR ELI DO	TUPELO, MS 38801	TP
19	45091	105D1503500	3064 MOORE AVE	RICHARDSON MEGAN	P O BOX 87	RED BANKS, MS 38661	RS
20	45092	077P3520900	2313 RASBERRY ST	FELLS TUMAHA	2313 RASBERRY ST	TUPELO, MS 38801	TP
21	45097	089J3112000	638 ALLEN ST	STEVEN ANDREW FAIRLEY	638 ALLEN ST	TUPELO, MS 38804	DS
22	45098	089J3101700	507 MAGNOLIA DR	JUSTICE C ALLEN & LEAH	164 RD 461	SALTILLO, MS 38866	DS
23	45101	077Q3604200	1606 ECKFORD ST	COMPLEO LLC	P O BOX 691	TUPELO, MS 38802	SB
24	45102	112F0401300	1553 S FEEMSTER LAKE RD	THOMPSON KELLY WAYNE & MARY E	1553 FEEMSTER LAKE ROAD	TUPELO, MS 38804	RS

Preliminary Lot Mowing Report for October 3, 2023

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	45105	077Q3604300	200 BOWEN ST	NORTH MISSISSIPPI REAL ESTATE & LAND LLC	103 BIENVILLE CIR	TUPELO, MS 38801	SB
26	45107	077Q3604400	208 BOWEN ST	WILSON BOBBY L	604 RACOVE DR	TUPELO, MS 38801	SB
27	45108	077Q3602500	205 BOWEN ST	HARRIS JAMES H & MARY N	205 BOWEN	TUPELO, MS 38801	SB
28	45112	077D2514000	1202 JOYNER AVE	JAN & TERRY LLC	1211 FLETCHER ST	TUPELO, MS 38804	TP
29	45114	075R2207600	3794 FAIR OAKS DR	WHITENTON & WHITENTON	P O BOX 2201	TUPELO, MS 38803	TP
30	45117	077P3502700	215 MONUMENT DR	GRAB THE MAP LLC	3195 MCCULLOUGH BLVD	BELDEN, MS 38826	DS
31	45118	077P3505400	2105 GLENDALE ST	FUTURE HOPE RENTALS LLC	777 CR 251	SALTILLO, MS 38866	DS
32	45122	075R2207800	3784 FAIR OAKS DR	BURCHAM HELEN M	3784 FAIR OAKS	BELDEN, MS 38826	TP
33	45125	101D0120300	1304 VAN BUREN AVE	PRESLEY ELIZABETH	1304 VAN BUREN	TUPELO, MS 38801	TP
34	45126	088N3302200	206 CANAL ST	PRATT JENNIFER	1165 HWY 47	HOUSTON, MS 38851	RS
35	45127	112A0408400	515 LAKE ST	BISHOP CHARLINE	103 HIGH FOREST LANE	TUPELO, MS 38801	RS
36	45129	112A0408200	525 LAKE ST	BERRY DIERDRE	525 LAKE ST	TUPELO, MS 38804	RS

Preliminary Lot Mowing Report for October 3, 2023

Item # 11.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
37	45133	112A0406800	904 MARTIN ST	PETTIGREW MICHAEL C & JENIFER C	281 MCNEECE STREET	TUPELO, MS 38804	RS
38	45135	077Q3626200	301 HANCOCK ST	KEITH INVESTMENTS LLC	P O BOX 870	VERONA, MS 38879	SB
39	45140	075G1501700	MCCULLOUGH BLVD	SALTILLO 45 LLC	210 E MAIN ST	TUPELO, MS 38804	TP
40	45142	101B0221900	2306 ENGLEWOOD DR	GARMON DANIELLE S	2306 ENGLEWOOD DR	TUPELO, MS 38801	RS
41	45143	07602301100	2139-2143 MCCULLOUGH BLVD	DANIELS BILLY & JEAN	P O BOX 159	BELDEN, MS 38826	TP
42	45164	083U0709900	SOUTHERN DR	MILL CREEK LLC	P O BOX 3088	TUPELO, MS 38803	TP
43							
44							
45							
46							
47							
48							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 3, 2023

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

Request:

The Department of Development Services requests Council approval to demolish substandard structures on the following properties:

1505 Hillsdale Drive (PARCEL #088T-27-003-00)
1518 Central Avenue (PARCEL #077Q-36-156-00)
135 Warren Lane (PARCEL #079V-32-012-00)

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 12.

ADDRESS: 1505 HILLSDALE

BASIC INFORMATION

- ▶ PARCEL: 088T-27-003-00
- ▶ CASE: 44220
- ▶ WARD: 5
- ▶ TAX VALUE: \$75,530
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$64,910
Left side Vacant
Rear Vacant
Across street \$10,920

TAXES/LIENS

Taxes – Current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 2
- ▶ CURRENT STATUS –OPEN – The owners of this property live out of town. It is not a rental.
- ▶ This property appears to have been in this condition for a long time. The house is vacant and the property is overgrown.



HEARING NOTICE

09/06/21

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44220

Vs.

TTLBL, LLC

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1505 Hillsdale Drive, PARCEL #088T-27-003-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/03/2023, at 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
- 5.

Item # 12.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 6TH DAY OF SEPTEMBER, 2023.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

06/02/2023

TTLBL LLC
4747 EXECUTIVE DR STE 510
SAN DIEGO, CA 92121

Re: CASE # 44220
1505 N HILLSDALE DR,
PARCEL NUMBER: 088T2700300



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.


VIOLATION	DETAILS/REMEDY
BUILDING MAINTANCE, 21-19-11 DEMOLITION STATE LAW	REPAIR OR DEMOLISH ALL STRUCTURES
OVER GROWN BRUSH AND TREES	CUT AND PRUNE ALL VEGETATION
LOT MOWING	MOW YARD

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING
DATE IN ORDER TO BE IN COMPLIANCE: 7/5/2023**

**REINSPECTION
DATE: 7/5/2023**

Thank you in advance for your compliance. If you have questions, please call 662.587.7632.

Sincerely,


LYNDA FORD
Code Enforcement

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

304.1 GENERAL. THE EXTERIOR OF A STRUCTURE SHALL BE MAINTAINED IN GOOD REPAIR, STRUCTURALLY SOUND AND SANITARY SO AS NOT TO POSE A THREAT TO THE PUBLIC HEALTH, SAFETY OR WELFARE.(SEE CODE BOOK FOR MORE DETAILED INFORMATION.)

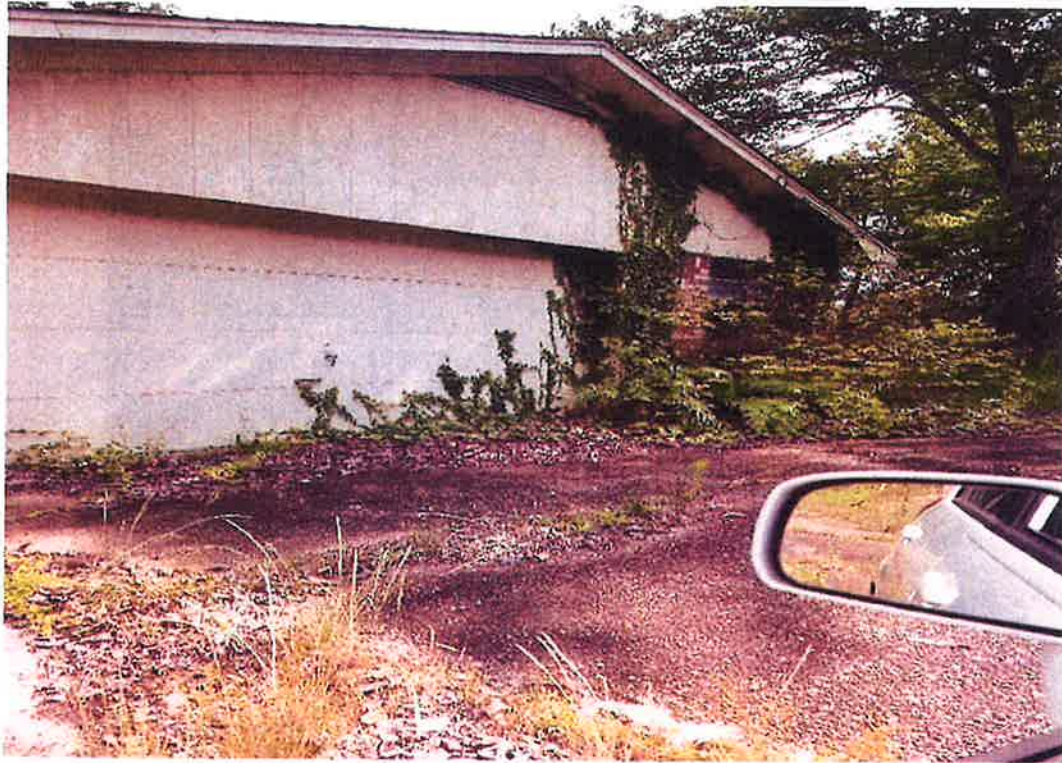
13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

(2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

(3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

EXHIBITS:







BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 12.

ADDRESS: 1518 CENTRAL AVENUE

BASIC INFORMATION

- ▶ PARCEL: 077Q-36-156-00
- ▶ CASE: 44925
- ▶ WARD: 4
- ▶ TAX VALUE: \$45,680
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$27,916
Left side \$51,200
Rear \$210,070
Across street \$24,940

TAXES/LIENS

Taxes – Current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS YES
- ▶ CURRENT STATUS –Owners live out of town. This property is a rental with no valid CO
- ▶ Summary of Property: This property was inspected in 2022 and failed a rental inspection. The house was vacated and squatters moved in. There are a large number of cats here.



HEARING NOTICE

09/06/21

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44925

Vs.

CUMBER & COMPANY, LLC

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **1518 Central Avenue, PARCEL #077Q-36-156-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/03/2023, at 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.
5. **Item # 12.**

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 6TH DAY OF SEPTEMBER, 2023.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

08/22/2023

CUMBER & COMPANY LLC
546 ROCK CREEK ROAD
BELMONT MS 38827



Re: CASE # 44925
1518 CENTRAL,
PARCEL NUMBER: 077Q3615600

Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BLDG MAINT	MAINT AND UPKEEP

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING
DATE IN ORDER TO BE IN COMPLIANCE:**

**REINSPECTION
DATE: 09.05.2023**

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

David Shelton 871-2027
DAVID SHELTON
Code Enforcement

Bill Benson
CLERK

**THIS PROPERTY MUST BE BROUGHT BACK TO CODE STANDARDS OR
DEMOLISHED. IT IS A SAFETY HAZZARD FOR THE COMMUNITY.**

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

11.6.3(1) Outdoor Storage of Materials

- (a) No storage of any kind shall be permitted on a porch, open carport, or yard, except in an enclosed porch, as defined in Chapter 2 of this Ordinance. No refrigerators or similar appliances, or upholstered furniture, or similar items, may be stored or placed on the porch, unless the porch is enclosed.
- (b) No laundry shall be placed on any fence, porch, or clothesline, except in the rear yard.

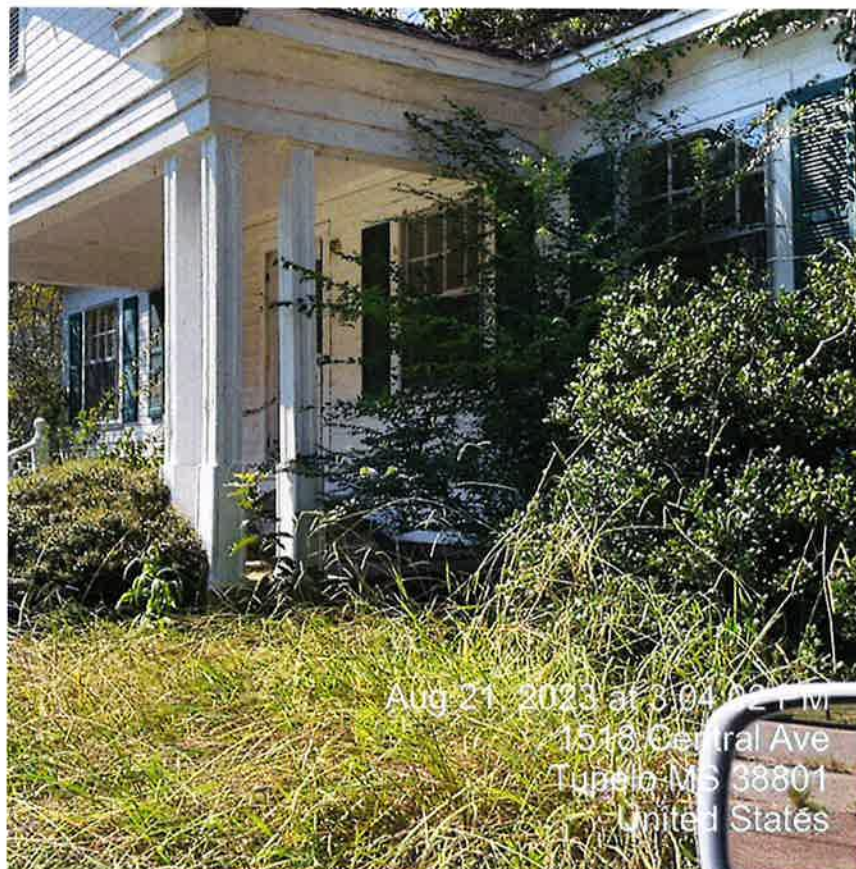
11.6.3(6) Building Maintenance: It shall be unlawful and a violation of this code for any person to erect, maintain, use, place, deposit, cause, allow, leave or permit any of the following on any residential property:

- (a) Any wood surfaces unprotected from the elements by paint or other protective treatment;
- (b) Exterior painted surfaces with loose, cracked, scaling, chipping, or peeling paint, visible from a public area, in such amounts as to present a deteriorated or slum-like appearance;
- (c) Broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance.
- (d) Property owners are responsible for maintenance of property and behavior of tenants in rental property.

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.





BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 12.

ADDRESS: 135 WARREN LANE

BASIC INFORMATION

- ▶ PARCEL: 079V-32-012-00
- ▶ CASE: 44940
- ▶ WARD: 6
- ▶ TAX VALUE: \$2,860
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$76,320
Left side	\$28,640
Rear	Vacant
Across street	Vacant

TAXES/LIENS

Taxes – Current

No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - NO

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS None
- ▶ CURRENT STATUS – The owner has passed and the estate appears to be in the care of her daughter.
- ▶ This property contains a single wide mobile home and a junk vehicle. This property is non-conforming.



HEARING NOTICE

09/06/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44940

Vs.

**BARBARA ANN RIGGS ESTATE, CHANDRA RIGGS TREXLER
AND ANY PERSON OR ENTITY HAVING LEGAL OR EQUITABLE
INTEREST IN 135 WARREN LANE**

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Tanner Newman at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

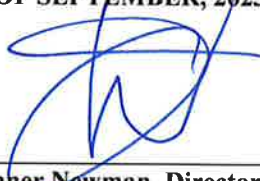
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **135 WARREN LANE, PARCEL #079V-32-012-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **10/03/2023, at 445 North Church Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty
5. of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 6TH DAY OF SEPTEMBER, 2023.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**

08/23/2023

RIGGS BARBARA ANN ESTATE
135 WARREN LN
TUPELO, MS 38801

Re: CASE # 44940
135 WARREN LN,
PARCEL NUMBER: 079V3201200



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
JUNK & ABANDONED VEHICLES	"JUNK" VEHICLE REQUIRES RELOCATION.
OPEN/OUTDOOR STORAGE & LITTER	OUTDOOR STORAGE PROHIBITED ON PORCH.
DEMOLITION	SEE ATTACHED ORDINANCE

**PLEASE CORRECT THE VIOLATION BY THE FOLLOWING
DATE IN ORDER TO BE IN COMPLIANCE:**

09/06/2023

**REINSPECTION
DATE:**

09/06/2023

Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

Troy Peck 5132 662-687-2815

TROY PECK
Code Enforcement

IPMC SEC 110 - DEMOLITION (110.1-110.4)

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

PROPERTY MAINTENANCE - JUNK VEHICLES

11.6.3(7) Junk Vehicles: Junk vehicles are prohibited from being located within the city except within completely enclosed buildings or garages or at vehicle salvage yards, vehicle repair shops and wrecker services complying with the terms of this ordinance. Within a residential zoning district no more than one (1) junk vehicle may be stored behind opaque fencing or landscaping. This required screening shall completely block the view of the vehicle from all surrounding property.

RESIDENTIAL OUTDOOR STORAGE

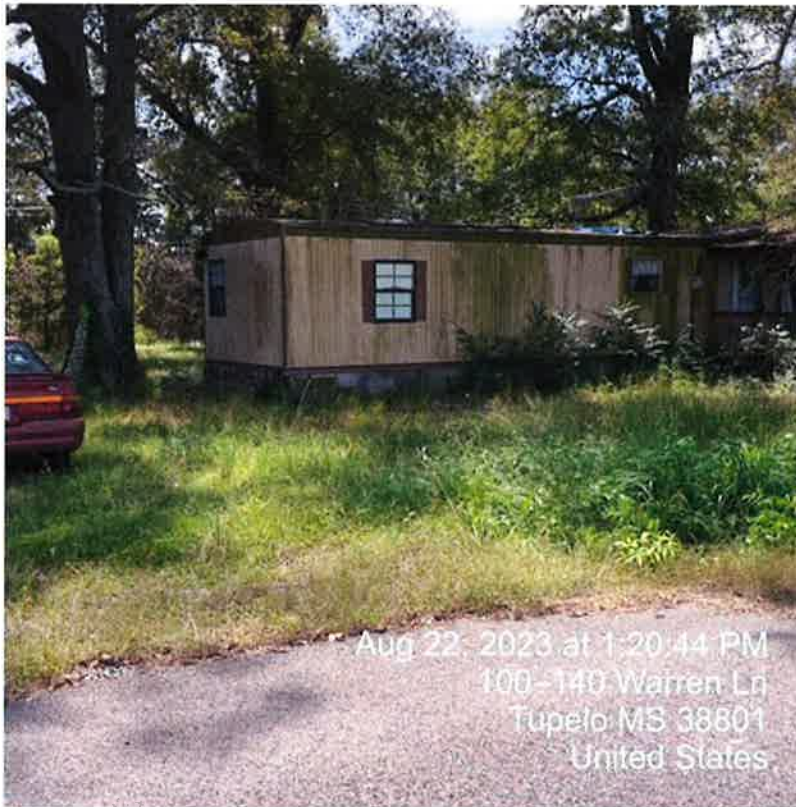
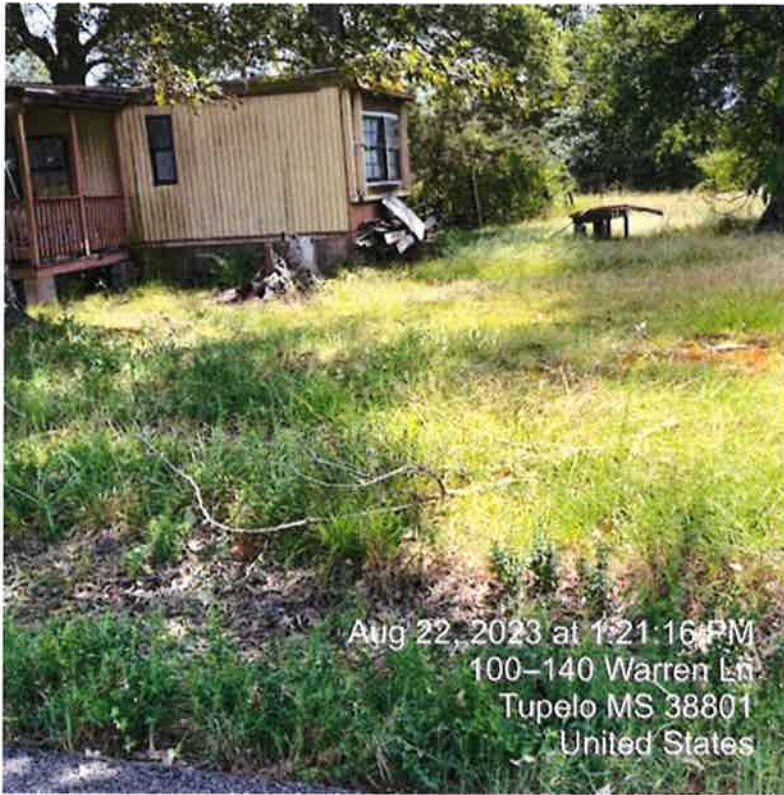
7.7.8 OUTDOOR STORAGE: Outdoor storage is a permitted use for both residential and non-residential uses, subject to the following restrictions:

(a) Residential outdoor storage may consist of typical outdoor or yard furniture and equipment. Residential outdoor storage of household appliances, discarded or indoor furniture, household wares, boxes, building materials, garbage, junk, commercial lawn maintenance equipment, or automobile parts shall be prohibited on any property with a primarily residential use because such storage may increase the likelihood of a fire, conceal dangerous conditions, be a breeding place or habitat for mosquitoes, mice, rats, or other pests, or may create an unattractive condition or visually blighted property. A dwelling unit with an attached carport may store lawn maintenance equipment for personal use in the carport. Residences are permitted temporary outdoor storage of material for garbage pick-up for up to thirty-six (36) hours at or near the front curb.

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (2) Each day that a violation continues shall constitute a separate and distinct violation or offense.







AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 3, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTIONS FOR UNPAID LOT MOWING INVOICES 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:

Address:	Parcel #
335 Canal St.	088N-33-047-00
151 Canal St.	088N-33-057-00
431 Tolbert St.	089F-30-033-00
1261 N. Green Street	089B-30-039-00
1197 S. Gloster Street	101M-12-175-00
1103 Chickasaw Trail	113J-07-022-00
2411 Danny St.	077P-35-006-00

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44944

LLOYD FAULKNER

OWNER

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

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

Property Owner: LLOYD FAULKNER
Address of Owner: P.O. BOX 100
HOUSTON, MS 38851
Parcel Number: 088N-33-047-00
Address of Violation: 335 CANAL STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44947

COLLEEN M. WENSLEY

OWNER

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

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

Property Owner: COLLEEN M. WENSLEY
Address of Owner: P.O. BOX 6474
CONCORD, CA 94524-1474
Parcel Number: 088N-33-057-00
Address of Violation: 151 CANAL STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44976

GALE CONSTRUCTION, LLC

OWNER

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

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

Property Owner: GALE CONSTRUCTION, LLC

Address of Owner: 124 DRIVE 204
GUNTOWN, MS 38849

Parcel Number: 089F-30-033-00

Address of Violation: 431 TOLBERT STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44977

EMMA JANE CLARK

OWNER

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

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

Property Owner: EMMA JANE CLARK
Address of Owner: 1261 NORTH GREEN STREET
TUPELO, MS 38804
Parcel Number: 089B-30-039-00
Address of Violation: 1261 NORTH GREEN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 45014

JACOBSEN, LLC

OWNER

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

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

Property Owner: JACOBSEN, LLC

Address of Owner: 111 MAXWELL LANE
COLUMBUS, MS 39702

Parcel Number: 101M-12-175-00

Address of Violation: 1197 SOUTH GLOSTER STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 45026

HATCHWAY PROPERTIES, LLC

OWNER

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

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

Property Owner: HATCHWAY PROPERTIES, LLC
Address of Owner: 3100 OLD CANTON ROAD, STE 200
JACKSON, MS 39216
Parcel Number: 113J-07-022-00
Address of Violation: 1103 CHICKASAW TRAIL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 45039

TTLBL, LLC

OWNER

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

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

Property Owner: TTLBL, LLC
Address of Owner: 4747 EXECUTIVE DRIVE
SAN DIEGO, CA 92121
Parcel Number: 077P-35-006-00
Address of Violation: 2411 DANNY STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **09/19/2023** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE October 3, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIEN RESOLUTION FOR
UNPAID DEMOLITION COSTS OF 1100 CHAPMAN DRIVE 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:

Address	Parcel #
1100 Chapman Dr.	077M-36-057-01

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE: 12530

STEPHANIE DAVIDSON

OWNER

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

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

Property Owner: STEPHANIE DAVIDSON

Address of Owner: 1100 CHAPMAN DRIVE
TUPELO, MS 38804

Parcel Number: 077M-36-057-01

Address of Violation: 1100 CHAPMAN

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **July 7, 2015** following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on **10/03/2023**, adjudicated the actual cost of demolition to be **\$2,522.73**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 3rd day of October, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE September 27, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE
MEETING MINUTES July 10, 2023 **DRB**

Request: DRB

See attached minutes from the July 10, 2023 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes

Date: 7/10/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:20 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Robin Haire Jon Milstead Drew Robertson Bill Cleveland Stuart Johnson Greg Pirkle
Danny Riley Ernie Joyner Charlotte Loden C W Jackson Ted Roach Dan Rupert
Raphael Henry (Zoom)

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

George Jones Terry Bullard

OTHERS PRESENT:

Brent Spears Haley Dean Kim Hanna Don Lewis Janet Gaston John White
Dennis Bonds Tyler Hathcock Scott Costello Buddy Palmer Johnny Timmons

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the June 12, 2023 Major Thoroughfare Program regular meeting. C W Jackson made a motion to accept the minutes. Danny Riley seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending June 30, 2023. Beginning Cash Balance was \$7,563,957. Total Revenue from Interest Earned was \$21,153. Total Expenditures for May was \$703,521. Payments included \$12,675 for Personnel Cost, \$4,026 for Maintenance Cost and \$569,936 for Veterans – Reese to Hamm St. Ending Cash Balance for Phase VII is \$6,972,001.

Current Projects

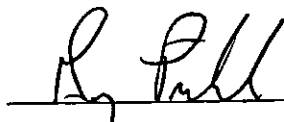
Dennis Bonds reviewed updates on the current projects

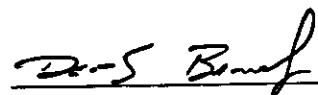
- Maintenance Work – Mill & overlay update
 - Update on Main Street Safety Improvements Project Will handle in house, start working soon on bulb outs along Main Street
 - Eason Blvd (Veterans to Briar Ridge) – currently working on finish milling and and paving. If weather cooperates, will finish paving this week. Rest of work will be behind curb to finish job.
 - Veterans (Main to Hamm) – All the lane widening has been completed to the top of base pavement. Aquatic Center has major event on 7/24-7/29. Contractor will resume after that to finish job.
-

Open Discussion

1. Buddy Palmer spoke as an advocate of the Veterans project expressing his thoughts of the importance of the Veterans (N. Hamm to I-22) project.
2. Greg Pirkle opened a discussion with the next project the committee recommended to the council was Jackson Street (Madison to Front). He asked about what to about the underground utilities?
3. Johnny Timmons said the estimate was about \$5.9 million.
4. Greg Pirkle asked if there was a way to competitively get for less than 5.9 million?
5. After discussion from the committee Dan Rupert made a motion to move forward with the bids to get an alternate on the paving and underground utilities.
6. Bill Cleveland seconded the motion. All were in favor for the vote.
7. Committee members discussed the Veterans (N. Hamm to I-22) project.
8. Dan Rupert made a motion to have the engineering done.
9. Danny Riley seconded the motion. All members were in favor for the vote.

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


 Chairman Greg Pirkle


 Recorded by Brent Spears
 Submitted by Stephen Reed



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE September 27, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE
MEETING MINUTES August 14, 2023 **DRB**

Request: DRB

See attached minutes from the August 14, 2023 Major Thoroughfare Meeting



Tupelo Major Thoroughfare Program Minutes

Date: 8/14/2023 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 5:20 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Robin Haire	Jon Milstead	Drew Robertson	Bill Cleveland	Stuart Johnson	Greg Pirkle
Danny Riley	Ernie Joyner	Charlotte Loden	C W Jackson	Ted Roach	Dan Rupert
Raphael Henry	Terry Bullard	George Jones			

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Raphael Henry	Ted Roach
Charlotte Loden	Drew Robertson

OTHERS PRESENT:

Brent Spears	Haley Dean	Kim Hanna	John White	Dennis Bonds
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Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the July 10, 2023 Major Thoroughfare Program regular meeting. Ernie Joyner made a motion to accept the minutes. Dan Rupert seconded the motion.

Minutes were approved unanimously by Committee.

Budget Report

Kim Hanna reviewed the Major Thoroughfare Phase VII Budget Report for the month ending July 31, 2023. Beginning Cash Balance was \$6,972,001. Total Revenue from Interest Earned was \$21,944. Total Expenditures for May was \$1,112,873. Payments included \$8,642 for Personnel Cost, \$51,146 for Maintenance Cost and \$1,053,085 for Eason – Veterans to Briar Ridge. Ending Cash Balance for Phase VII is \$5,987,079.

Dennis Bonds reviewed updates on the current projects

- Maintenance Work – Mill & overlay update
 - Update on Main Street Safety Improvements Project Will handle in house, start working soon on bulb outs along Main Street
 - Eason Blvd (Veterans to Briar Ridge) – currently working on finish milling and and paving. If weather cooperates, will finish paving this week. Rest of work will be behind curb to finish job.
 - Veterans (Main to Hamm) – All the lane widening has been completed to the top of base pavement. Aquatic Center has major event on 7/24-7/29. Contractor will resume after that to finish job.
-

Open Discussion

1. Dennis Bonds began the project update and asked Chuck Williams to give an update on the mill and overlay.

Chuck Williams gave update on completed projects as well as ongoing projects.

2. Dennis Bonds updated the Jackson Street project (Madison to Front). We have held meeting about underground utilities with the contractors and engineers. We ask them to get back with us on what the needed not what they wanted trying to be as cost effective as possible. Engineer said when that was done give them a couple of weeks to pull that together.
3. Dennis Bonds talked about the ride quality issues on the Eason Boulevard project. The contractor elected to do his own paving on the job. A profilometer was used to test and it did not meet the specifications.

John White stated that the first directive they gave them was since it didn't meet specification the first option would have to mill it all up and try again, which would be very expensive. The contractor asked if they could try diamond grinding to see if they could get it within the specs.

There was lots of discussion and questions such as What caused the problem? Would this effect the lifespan of the road? And could they overlay the project?

4. Dennis Bonds gave an update on the Veterans Boulevard project. The contractor is back on the job forming sidewalk. He said with contractor back on the job maybe 2-4 weeks to finish.
5. Dennis Bonds began the discussion of the bridge on Hwy. 6 in front of Steele's dive was posted at 3 tons.

Greg Pirkle What does this mean economically? He also asked if there was a way to reroute traffic?

Stuart John asked Dennis Bonds if he saw this bridge closing before repairs could be made.

Dennis Bonds responded with there is always that potential but there would be another inspection done soon.

John White stated that on that grading program when it gets to a certain point the only option is closure.

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



Chairman Greg Pirkle



Recorded by Brent Spears

Submitted by Dennis Bonds



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE September 28, 2023
SUBJECT: IN THE MATTER OF REJECTING REVERSE BID #2023-045PD JQ

Request:

Please accept this letter of request to reject Bid #2023-045PD. There were 2 unpriced submissions for the Robot. Neither submission met the required specifications. Due to the unpriced submissions, the Reverse Bid Process will need to be resubmitted in order to solicit additional vendors to participate.



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief of Police

DATE September 29, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF UNITED STATES MARSHALS
SERVICE MS TASK FORCE ADDENDUM ORDER **JQ**

Request:

REQUEST APPROVAL OF USMS TASK FORCE ADDENDUM ORDER

ORDER

**AN ORDER TO APPROVE AN ADDENDUM
TO THE EXISTING FUGITIVE TASK FORCE MEMORANDUM OF
UNDERSTANDING BETWEEN THE TUPELO POLICE DEPARTMENT AND THE
UNITED STATES MARSHALS SERVICE CONCERNING THE USE OF BODY-WORN
CAMERAS BY TASK FORCE OFFICERS AND TO AUTHORIZE THE CHIEF OF
POLICE TO EXECUTE SAID ADDENDUM**

WHEREAS, on February 15, 2022, the governing authorities of the City of Tupelo approved a Memorandum of Understanding between the Tupelo Police Department and the United States Marshals Service concerning the appointment of certain Tupelo Police Officers to act as members of the Marshals Service's Fugitive Task Force ("Agreement"); and

WHEREAS, in accordance with this Agreement, the Tupelo Police Department has appointed certain officers to serve as members of the Fugitive Task Force, and it is the desire of the City of Tupelo that these officers wear body cameras while performing duties on behalf of the U. S. Marshals Service; and

WHEREAS, in order that these task force officers be allowed to wear body worn cameras, the U. S. Marshals Service has required that an addendum be included with the Agreement that outlines the rights, duties and procedures incumbent upon each party to the Agreement ("Addendum"); and

WHEREAS, it is in the benefit of the public health, safety and welfare that such task force members be equipped with body worn cameras while performing duties in accordance with the Agreement and that such Addendum be approved; and

WHEREAS, the terms of the Addendum and corresponding Agreement consider matters of law enforcement investigative reports and records as defined by Miss. Code Ann. § 65-61-3 (f) and are therefore exempt from the provisions of the Mississippi Public Records Act of 1983.

NOW, THEREFORE, it is hereby ordered by the Governing Authorities of the City of Tupelo, the following:

1. The prefatory findings of this Order are hereby accepted, incorporated herein and found to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo.
2. The Addendum to Fugitive Task Force Memorandum of Understanding RE: Body-Worn Camera Use by Task Force Officers is hereby approved and incorporated fully herein, and shall be included as part of the existing Memorandum of Understanding between the United States Marshals Service and the Tupelo Police Department.
3. The Chief of Police is hereby authorized to execute the Addendum on behalf of the City of Tupelo and the Tupelo Police Department.
4. The fully executed Addendum and corresponding Memorandum of Understanding shall be kept on file in the Office of the Chief of Police.

The foregoing order was proposed in a motion by Councilmember _____, seconded by Councilmember _____, and was brought to a vote as follows:

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

Whereupon, the Order having received a majority of affirmative votes, the President of the Council declared that the Order had passed and adopted on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

TRAVIS BEARD, 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 – Public Works

DATE September 25, 2023

SUBJECT: IN THE MATTER OF APPROVAL PROPOSED CHANGE ORDER 1 FOR
VAN BUREN DRAINAGE IMPROVMENTS ARPA 2023-032PW - **CW**

Request:

Request to approve proposed Change Order 1 for Van Buren Drainage Improvements – Bid No. 2023-032PW.

Per the attached change order, we will be required to add some new pipe sizes/pay items and increase/decrease contract quantities of existing pay items to facilitate the necessary changes. The change order only revises the contract pay items and quantities. There is no proposed increase in price and or project time.

A minor adjustment is needed to the layout of the proposed 48-inch equivalent arch pipe and to utilize smaller pipe at the inlet locations with lower elevation to achieve the overall goals and objectives of the project.



September 19, 2023

Mr. Chuck Williams
 Director, Public Works Dept.
 604 Crossover Road
 Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF CHANGE ORDER NO. 1
 VAN BUREN AVE. DRAINAGE IMPROVEMENTS
 BID NO. 2023-032PW

Dear Mr. Williams:

Please find attached Change Order No. 1 to the construction contract for the referenced project. The proposed change order has been signed by the Contractor, Townes Construction Co., along with my signature of recommendation of the proposed changes. The contract price will not change as any increases are offset with corresponding decreases in quantities/prices.

The change order is necessary to improve the overall efficiency of the project and the constructability of the proposed inlets. The existing drainage pipes at the curb inlets along Van Buren are lower in elevation than the downstream outfall at the ditch. Our survey indicated this and our project drawings made changes to these elevations to correct the negative slope conditions, which will greatly improve the efficiency of the drainage system in this area. However, upon receiving the material submittals from the contractor for the proposed new inlets, there was not enough elevation to correct the negative slope and still meet the required top elevations at the curb and gutter. This is mainly a result of the size of the pipes (48-inch equivalent arch pipe) that are required to convey the storm water. Thus, we have had to make a minor adjustment to the layout of the proposed 48-inch equivalent arch pipe and utilize smaller pipe at these inlet locations to achieve the overall goals and objectives of the project. The scope of the work has not changed, and the contractor will not be required to do any types of work that were not already part of the project. Per the attached change order, we will be required to add some new pipe sizes/pay items and increase/decrease contract quantities of existing pay items to facilitate the necessary changes.

The change order only revises the contract pay items and quantities. There is no proposed increase in price and or project time. We will need the approval of the change order by the City, including the City Council, to proceed with this work. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
 DABBS CORPORATION

Dustin D. Dabbs, PE
 President

C: Mr. Don Lewis, COO, City of Tupelo
 Ms. Kim Hanna, CFO, City of Tupelo
 Mr. Ben Logan, City Attorney, City of Tupelo
 Mr. Dennis Bonds, PE, City Engineer

@dabbscorp

OFFICE 662.840.4162

1005 N. Eason Boulevard

MOBILE 601.927.4012

Tupelo, MS 38804

CONTRACT CHANGE ORDERDATE: 9/18/23CHANGE ORDER NO. 1CONTRACT FOR: Van Buren Ave. Drainage ImprovementsPROJECT NO.: Project No. 2023-032PWOWNER: City of Tupelo, MSCONTRACTOR: Townes Construction Company, Inc.

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

DESCRIPTION OF CHANGES							ORIG. Contract Price Per Item	Change Order Contract Price Per Item
ITEM	DESCRIPTION	UNIT	ORIG. UNIT PRICE	ORIG. QNTY.	C.O. UNIT PRICE	C.O. QNTY.		
12	Removal of 48" CMP	LF	\$15.00	602	\$15.00	538	\$9,030.00	\$8,070.00
21	58" x 36" RCAP	LF	\$244.00	612	\$244.00	370	\$149,328.00	\$90,280.00
22	58" x 36" RCAP Flared End Section	LF	\$2,500.00	1	\$2,500.00	0	\$2,500.00	\$0.00
24	R.C. Curb Inlet	EA	\$8,250.00	5	\$5,930.00	5	\$41,250.00	\$29,650.00
33	Temporary Fencing	LS	\$3,500.00	1	\$3,500.00	0	\$3,500.00	\$0.00
34	36" x 23" RCP	LF	\$0.00	0	\$126.00	470	\$0.00	\$59,220.00
35	R.C. Junction Box w Manhole Lid	EA	\$0.00	0	\$5,444.00	2	\$0.00	\$10,888.00
34	Flowable Fill	CY	\$0.00	0	\$250.00	30	\$0.00	\$7,500.00
TOTALS							\$205,608.00	\$205,608.00
NET CHANGE IN CONTRACT PRICE							\$0.00	

JUSTIFICATION FOR CHANGES: This change order is necessary to revise original contract quantities and add new pay items as necessary to address drainage system revisions made necessary to provide pipes, inlets and related infrastructure to better meet existing field conditions.

Original Contract Price: \$ 373,513.00
 Previous Change Order(s) Amount: \$ -
 The amount of the Contract will be INCREASED by the Sum Of: Dollars \$ -
 The Contract Total Including this and previous Change Orders Will Be: Dollars \$ 373,513.00
 The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): 0 Days.

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

Accepted

 (Owner) (Owner)

(Date)

Recommended

D. D. D. D.
 (Owner's Architect/Engineer)

09/19/2023

(Date)

Accepted

Shawn Gray Townes Construction Co. Inc.
 (Contractor) (Contractor)

9-19-2023

(Date)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams – Director of Public Works

DATE September 25, 2023

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL ENDVILLE RD WIDENING
PROJECT BID NO. 2023-022PW - **CW**

Request:

Request of approval of contract between Hodges Construction and the City of Tupelo concerning the Endville Road Widening Project Awarded on September 5, 2023. Bid No. 2023-022PW



August 31, 2023

Mr. Chuck Williams
 Director, Public Works Dept.
 604 Crossover Road
 Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
 ENDVILLE ROAD SAFETY IMPROVEMENTS
 BID NO. 2023-022PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Wednesday, August 30, 2023 at 10:00 AM local time.

This project includes the widening of Endville Road, installation of curb & gutter and related drainage improvements on Endville Road between Countrywood Road and Walsh Road to facilitate safety improvements along this corridor. As represented on the attached tabulation of bids, three bids were received for this project that ranged from \$1,202,489.20 - \$1,501,741.50. The low bid was from James A. Hodges Construction, Inc. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents.

Thus, it is our recommendation that the City Council award this contract in the amount of \$1,202,489.20 to James A. Hodges Construction, Inc. for the referenced project and authorize the Mayor to execute the contract per the conditions set forth in the Contract Documents. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
 DABBS CORPORATION

Dustin D. Dabbs, PE
 President

C: Mr. Don Lewis, COO, City of Tupelo
 Ms. Kim Hanna, CFO, City of Tupelo
 Mr. Ben Logan, City Attorney, City of Tupelo
 Mr. Dennis Bonds, PE, City Engineer, City of Tupelo

Attachment: Bid Tabulation

@dabbscorp

OFFICE 662.840.4162

1005 N. Eason Boulevard

MOBILE 601.927.4012

Tupelo, MS 38804



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director – Public Works

DATE August 30, 2023

SUBJECT: IN THE MATTER OF BID APPROVAL FOR THE ENDVILLE ROAD
WIDENING/SAFETY IMPROVMENTS PROJECT - BID NO. 2023-022PW -
CW

Request:

Request for Bid Approval for the Endville Road Widening/Safety Improvements Project -
Bid No. 2023-022PW Project

Three bidders responded.

We propose the project be awarded to the lowest and best bidder –

Hodges Construction \$1,202,489.20

The other bid tabulations are as follows –

Townes Construction	\$1,366,418.00
Cook and Sons	\$1,501,741.50

Request city council to approve and award bid to the lowest and best bidder, Hodges Construction, in the amount of \$1,202,489.20 and to authorize after legal review the mayor and city clerk to execute the contract documents subject to subsequent ratification.

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2023, by and between **TUPELO, MISSISSIPPI** hereinafter called "OWNER" and _____ doing business as (an Individual), (a Partnership), (a Limited Liability Company), or (a Corporation) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of "**ENDVILLE ROAD WIDENING/SAFETY IMPROVEMENTS**" hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **90** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. This Agreement
 - B. Instruction to Bidders
 - C. General Conditions of Work dated MARCH 1, 2023
 - D. Signed Copy of Proposal Form and Bidder's Certificate
 - E. Executed Non-Collusion Form and Compliance Statements
 - F. Executed Bid Bond
 - G. Contract
 - H. Executed Performance and Payment Bond
 - I. NSPE General Conditions
 - J. Special Contract Provisions
 - K. SPECIFICATIONS issued by **DABBS CORPORATION** and dated **JULY 2023**.
 - L. ADDENDA:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____
 - M. All federal government conditions, specifications, regulations and requirements bound herein.

6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the CONTRACT DOCUMENTS:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 300.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER'S losses are due to the CONTRACTOR'S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become due to the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representatives thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is the "Mandatory Addendum to All City of Tupelo Contracts" (3 pages) dated October 28, 2022. The attached addendum shall be signed by the Contractor and executed by the City.

11. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(\$ _____) _____
(not less than one hundred percent of Contract amount)

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

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

CITY OF TUPELO / OWNER

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

(SEAL)

CONTRACTOR

BY: _____
NAME: _____
TITLE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

(SEAL)



AGENDA REQUEST

TO: Mayor and City Council
FROM: Chuck Williams, Director of Public Works
DATE September 29, 2023
SUBJECT: IN THE MATTER OF BID APPROVAL 2023-041PW CITY HALL
GENERATOR LABOR AND MATERIALS - **CW**

Request:

Request for bid approval Bid No. 2023-041PW City Hall Package Generator System - Labor and Materials – Contract

4 Bidders Responded-

We recommend for Best Bid due to local location of the authorized dealer to have availability and accessibility to warranty and replacement parts and due to pre-approved manufacturer –

Liberty Electric \$312,485.00

Other Bidders Pricing -

Energy Systems SE \$249,105.00

Timmons Electric \$395,500.00

JE Stevens \$448,000.00



Allen&Hoshall

1661 International Drive, Suite 38120
Memphis, Tennessee 38120
Office 901.820.0820
Fax 901.683.1001
www.allenhoshall.com

Item # 21.

September 28, 2023

Mr. Mark Timmons
City of Tupelo, Mississippi
Tupelo Public Works
604 Crossover Road
Tupelo, MS 38804

**RE: Package Generator System Labor and Materials Contract
City of Tupelo, Mississippi – City Hall**

Dear Mr. Timmons:

We have evaluated the bids on the above referenced project. After careful consideration and evaluation, we recommend you accept the total lump sum bid price of \$312,485.00 from Liberty Electric for the Tupelo City Hall Package Natural Gas Generator System Labor and Materials Contract. Although this is not the lowest bid, it is the next lowest. Due to the critical City of Tupelo infrastructure that this generator is serving, Liberty Electric is recommended because of the local location of the authorized dealer to have availability and accessibility to warranty and replacement parts, if necessary. Also, Kohler is a pre-approved manufacturer in the bid specifications, whereas, the lowest bid manufacturer is not a pre-approved manufacturer.

The Purchase Order should be sent to:

Liberty Electric
P.O. Box 293
Nettleton, MS 38858

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

Allen & Hoshall

Russell Scott Burleson, P.E.
Sr. Vice President

[illegible]

Minute Entry Sign Up Sheet

Date: 9/20/2023Time: 10:00Bid # 2023-041PWDepartment: PWProject: Generator City Hall

Attendance

Company

Ben Looper

City of Tupelo

Stephen N. Reed

City of Tupelo

Dylan Smith

Energy Systems Southeast

Mike Timmons

Timmons Electric

Mark Timmons

City of Tupelo

Chuck Williams

Public Works

Trac Deland

COT

**DOCUMENT 00301
PROPOSAL**Date: September 19, 2023To: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated August, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>292,485.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
TOTAL BID PRICE			\$ <u>312,485.00</u>

DELIVERY:Delivery Site: Tupelo City HallDelivery Date: 62 Weeks from Award Date** request for expedited shipping was denied*

An alternate Delivery Date of N/A is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ N/A is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.

081423

2023-041PW

5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBERDATEN/AN/A

081423

2023-041PW

**DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT**

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization Liberty Electric of Nettleton, MS
 Name of Individual Mitch Sullivan
 Title Owner
 Address P.O. Box 293
Nettleton, MS 38858
 Telephone 662-315-9057
 Email Address mitch@libertyelectricms.com

BUSINESS ORGANIZATION INFORMATION:

Check one: ☒ Corporation ☐ Partnership ☐ Joint Venture ☐ Sole Proprietorship

If Corporation:

- a. Date and State of Incorporation
2007 MS
- b. List of Executive Officers
- | Name | Title |
|-----------------------|--------------|
| <u>Mitch Sullivan</u> | <u>Owner</u> |
| _____ | _____ |
| _____ | _____ |

If Partnership:

- a. Date and State of Organization

- b. Name of Current General Partners

- c. Type of Partnership:
 General Publicly Traded Limited Other (describe):

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2023-041PW

If Joint Venture:

- a. Date and State of Organization
- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)

If Sole Proprietorship:

- a. Date and State of Organization
- b. Name and Address of Owner or Owners

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.

Federated / Granite Re, Inc

2. What is your approximate total bonding capacity?

\$500,000 to \$2,000,000

\$2,000,000 to \$5,000,000

\$5,000,000 to \$10,000,000

\$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in

I.R.C. Sec 1563? Yes

No

If yes, show names and addresses of affiliated companies

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

ISN Certified

CMS Safety Management Program

081423

2023-041PW

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank

Cadence Bank

Address

219 W Main StNettleton, MS 38858

Account Manager

Jennifer

Telephone

662-963-2347**GENERAL PROJECT INFORMATION:**

6. Value of Electric Work completed during the last calendar year \$ 4,000,000
7. Value of all Work completed for the last calendar year \$ _____
8. Attach a Schedule A listing major Electric projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Work.
9. Attach a Schedule B listing current Electric projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).
10. Has your organization ever failed to complete any construction contract awarded to it?
Yes ☐ No ☒
If yes, describe circumstances on attachment.
11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?
Yes ☐ No ☒
12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?
Yes ☐ No ☒
If yes, describe circumstances on attachment.
13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

MS 20736-MCTN 79112FL EC 13012775

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: Mitchell SallTitle: OwnerDated: 9/19/23

END of DOCUMENT

081423

2023-041PW

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section
Associated with EXCEPTION

Description of Exception

N/A

N/A

081423

2023-041PW

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Liberty Electric of Nettleton, MS LLCBY: Mitch Sullivan TITLE: OwnerMAILING ADDRESS: P.O. Box 293 DATE: 9/19/23Nettleton, MS 38858 TELEPHONE: 662-397-3365STREET ADDRESS: 119 Metts Rd FAX: _____Nettleton, MS 38858 EMAIL: stephanie@libertyelectricms.comPRINCIPAL CONTACT: Mitch SullivanTELEPHONE: 662-315-9057EMAIL: mitch@libertyelectricms.comALTERNATE CONTACT: Stephanie HesterTELEPHONE: 662-397-3365EMAIL: stephanie@libertyelectricms.com

END OF DOCUMENT



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Liberty Electric of Nettleton MS, LLC,
119 Metts Road, Nettleton, MS 38858,
as principal, hereinafter called the Principal, and **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134**,
a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held
and firmly bound unto City of Tupelo,
71 East Troy Street, Tupelo, MS 38804,
as Oblige, hereinafter called the Oblige, in the sum of **** Five Percent of Bid Amount (5%) ****
for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

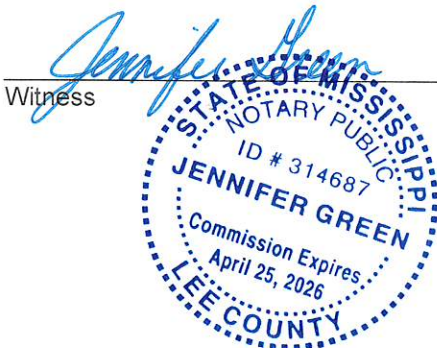
Project: Natural Gas Generator Package System for City Hall, Bid 2023-041PW

Bid Date: 09/20/2023

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

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

Signed and sealed this 09/20/2023.



Witness

Liberty Electric of Nettleton MS, LLC

Title

(SEAL)

Granite Re, Inc.

Hugh Weeks, Attorney-in-Fact

(SEAL)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

HUGH WEEKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

HUGH WEEKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)


Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

On this 17th day of August, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.



My Commission Expires:
April 21, 2027
Commission #: 11003620

Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate


THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

20th day of September, 20 23





Kyle P. McDonald, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2023

Item # 21.

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED 163-899-8 BEASLEY INSULATION INC 1010 TWENTY MILE BOTTOM RD MARIETTA, MS 38856-5940		INSURERS AFFORDING COVERAGE INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13935	

COVERAGES**CERTIFICATE NUMBER: 65****REVISION NUMBER: 0**

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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
TYPE		INSR	TYPE		(MM/DD/YYYY)	(MM/DD/YYYY)		
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"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	6068786	07/20/2023	07/20/2024	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (EA ACCIDENT)	\$100,000
							MED EXP (Any one person)	EXCLUDED
							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	N	N	6068786	07/20/2023	07/20/2024	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	N	N	6068787	07/20/2023	07/20/2024	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
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	N/A	6068789	07/20/2023	07/20/2024	<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 HOLDER163-899-8
LIBERTY ELECTRIC
PO BOX 293
NETTLETON, MS 38858-0293

65 0

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

Nicholas R. Lower



ELECTRIC

P.O. BOX 293
NETTLETON, MS 38858

Quote

Item # 21.

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo
71 East Troy Street
Tupelo, Ms 38804

Rep	Project

Description	Total
<p>Tupelo City Hall Natural Gas Generator Package System</p> <p>This is a lock and key quote. It includes all labor, materials & equipment. This does NOT include the natural gas service (ATMOS) to the generator site. This quote does NOT include MS Sales Tax.</p> <p>SCOPE OF WORK: ---Install GENERATOR PACKAGE: 350KW NATURAL GAS EPA CERTIFIED FOR STATIONARY EMERGENCY STANDBY 60HZ, 480 VOLT (WYE), 1800 RPM G21.9L, dG350-2, 350 KW W. FAN- NATURAL GAS UL2200 LISTING IBC SEISMIC FACTORY CERTIFICATION STANDARD ELECTRONIC GOVERNOR PUBLIC OR CIVIL SERVICES ALTERNATOR ANTI-CONDENSATION HEATER 105C TEMP RISE OVER 40C AMBIENT GAS REGULATOR- SHIP LOOSE UL2200 SOUND ATTENUATED LEVEL 1 OUTDOOR ENCLOSURE W/ INTERNAL SILENCER EMCP 4.2B DIGITAL CONTROL PANEL</p>	292,485.00

Total



ELECTRIC

P.O. BOX 293
NETTLETON, MS 38858

Quote

Item # 21.

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo
71 East Troy Street
Tupelo, Ms 38804

Rep	Project

Description	Total
OVERSIZED WET BATTERY 20A BATTERY CHARGER - INSTALLED OIL TEMP GAUGE AND SENDER VOLT FREE CONTACT BAFFLE KIT Shipped Loose ENCLOSURE SPARE GFCI OUTLET UL, 100% RATED 1ST CIRCUIT BREAKER: 600A LSI UL, 100% RATED 2ND CIRCUIT BREAKER: 450A LSI STD AIR CLEANER AIR FILTER RESTRICT INDICATOR LOCAL ANNUNCIATOR- NFPA99-110/CSA282 NFPA 99/110 REMOTE ANNUNCIATOR W/ MOUNTING BOX FACTORY TEST 0.8PF Liberty Electric will start up & commission - Kohler Tech will be on-site. 5 yr. Warranty 1 yr. Service Plan AUTOMATIC TRANSFER SWITCH: 800 Amp, 3 Pole, Service Entrance Rated, Nema 3r w/ Heater & Thermostat NATURAL GAS INSTALLATION: --The City of Tupelo will provide the natural gas service to the Generator	
Total	



ELECTRIC

P.O. BOX 293
NETTLETON, MS 38858

Quote

Item # 21.

Date	Quote #
6/26/2023	364

Name/Address:

City of Tupelo
71 East Troy Street
Tupelo, Ms 38804

Rep	Project

Description	Total
<p>& Liberty Electric will make up the final terminations.</p> <p>EXECUTION PROCESS:</p> <ul style="list-style-type: none">- 1) Preliminary excavations will be made to install footers for generator & electrical inground vault. These excavations will be hydro-vac & not mechanically dug. This process will minimize collateral damage to underground services.- 2) Conduit will be installed between transfer switch & generator.- 3) Generator pad will be formed & poured.- 4) Downtime will be scheduled in order to install transfer switch. This work will require 12 hours window to be done. We will be prepared to install on the weekend to minimize disruption in daily operations.- 5) Once generator is delivered onsite, Liberty Electric will unload & set generator unit onto the concrete base.- 6) When generator is set in place, the final electrical & gas terminations will be made.- 7) Start up & commission (This will require a power disruption for only a few minutes). <p>Generator & Transfer Switch.....\$228,865.00*</p> <p>*50% Deposit of Generator (\$114,332.50) will be required before generator is ordered.</p>	
Total	



Date	Quote #
6/26/2023	364

Rep	Project

[illegible]

051923

8542

DOCUMENT 00301 PROPOSAL

Date: 6/27/23

To: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated May, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>229,105</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
TOTAL BID PRICE			\$ <u>249,105</u>

DELIVERY:Delivery Site: Tupelo City HallDelivery Date: 54 weeks from approval

An alternate Delivery Date of N/A is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ N/A is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.

051923

8542

5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBERDATE

8542

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Description of Exception

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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8542

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Energy Systems Southeast

BY: Dylan Smith

TITLE: Territory Sales Manager

MAILING

ADDRESS: 3235 Veterans Circle

DATE: 6/27/23

Birmingham, AL 35235

TELEPHONE: 205-517-3796

STREET

ADDRESS: Same as Mailing Address

FAX: _____

EMAIL: dylan.smith@essellc.com

PRINCIPAL

CONTACT: Alan Friday

TELEPHONE: 205-612-2392

EMAIL: alan.friday@essellc.com

ALTERNATE

CONTACT: _____

TELEPHONE: _____

EMAIL: _____

END OF DOCUMENT

SG350 | 21.9L | 350 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
 EPA Certified Stationary Emergency and Non-Emergency

GENERAC® | **INDUSTRIAL POWER**

DEMAND RESPONSE READY

Standby Power Rating

350 kW, 438 kVA, 60 Hz

Demand Response Rating

350 kW, 438 kVA, 60 Hz

Prime Power Rating

315 kW, 394 kVA, 60 Hz

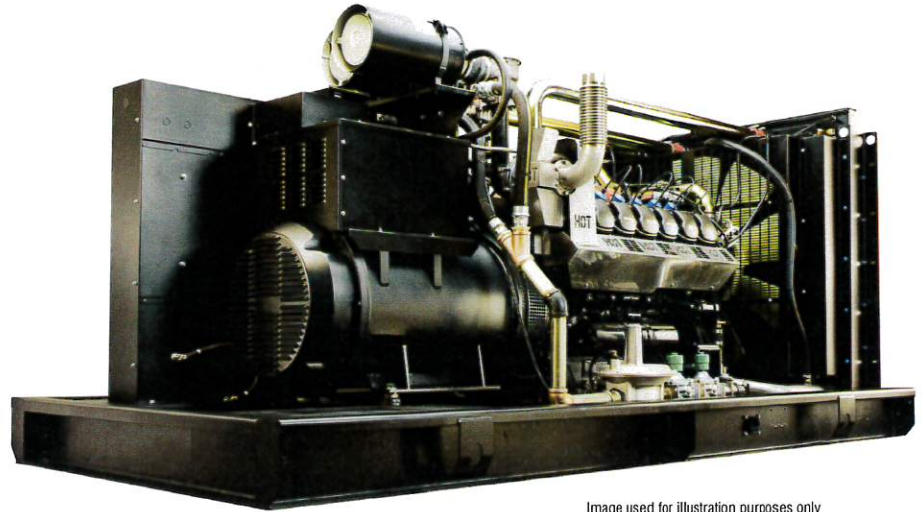


Image used for illustration purposes only

Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



UL2200, UL6200, UL1236, UL489



CSA C22.2, B149



BS5514 and DIN 6271



SAE J1349



NFPA 37, 70, 99, 110



NEC700, 701, 702, 708



ISO 3046, 7637, 8528, 9001



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



IBC 2009, CBC 2010, IBC 2012,
 ASCE 7-05, ASCE 7-10,
 ICC-ES AC-156 (2012)

Powering Ahead

Generac ensures superior quality by designing and manufacturing most of its generator components, such as alternators, enclosures, control systems and communications software. Generac also makes its own spark-ignited engines, and you'll find them on every Generac gaseous-fueled generator. We engineer and manufacture them from the block up — all at our facilities throughout Wisconsin. Applying natural gas and LP-fueled engines to generators requires advanced engineering expertise to ensure reliability, durability and necessary performance. By designing specifically for these dry, hotter-burning fuels, the engines last longer and require less maintenance. Building our own engines also means we control every step of the supply chain and delivery process, so you benefit from single-source responsibility.

Plus, Generac Industrial Power's distribution network provides all parts and service so you don't have to deal with third-party suppliers. It all leads to a positive owner experience and higher confidence level. Generac spark-ignited engines give you more options in commercial and industrial generator applications as well as extended run time from utility-supplied natural gas.

SG350 | 21.9L | 350 kW

INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

GENERAC® | **INDUSTRIAL**
POWER

STANDARD FEATURES

DEMAND RESPONSE READY

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Engine Coolant Heater
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Silencer

Fuel System

- NPT Fuel Connection on Frame
- Primary and Secondary Fuel Shutoff

Cooling System

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

Electrical System

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Permanent Magnet Excitation
- Sealed Bearing
- Amortisseur Winding
- Full Load Capacity Alternator

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby and Demand Response Rated Units)
- 1 Year Limited Warranty (Prime Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Units Only)
- Ready to Accept Full Load in <10 Seconds

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuated Enclosures)
- Gasketed Doors
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

CONTROL SYSTEM



Power Zone® Pro Sync Controller

Program Functions

- NFPA 110 Level 1 Compliant
- Engine Protective Functions
- Alternator Protective Functions
- Digital Engine Governor Control
- Digital Voltage Regulator
- Multiple Programmable Inputs and Outputs
- Remote Display Capability
- Remote Communication via Modbus® RTU, Modbus TCP/IP, and Ethernet 10/100
- Alarm and Event Logging with Real Time Stamping
- Expandable Analog and Digital Inputs and Outputs

- Remote Wireless Software Update Capable
- Wi-Fi, Bluetooth, BMS and Remote Telemetry
- Built-In Programmable Logic Eliminates the Need for External Controllers Under Most Conditions
- Ethernet Based Communications Between Generators
- Programmable I/O Channel Properties
- Built-In Diagnostics

Protections

- Low Oil Pressure
- Low Coolant Level
- High/Low Coolant Temperature
- Sensor Failure
- Oil Temperature
- Over/Under Speed
- Over/Under Voltage
- Over/Under Frequency
- Over/Under Current
- Over Load
- High/Low Battery Voltage
- Battery Charger Current
- Phase to Phase and Phase to Neutral Short Circuits (I²T Algorithm)

7 Inch Color Touch Screen Display

- Resistive Color Touch Screen
- Sunlight Readable (1400 NITS)
- Easily Identifiable Icons
- Multi-Lingual
- On Screen Editable Parameters
- Key Function Monitoring
- Three Phase Voltage, Amperage, kW, kVA, and kVAR
- Selectable Line to Line or Line to Neutral Measurements
- Frequency
- Engine Speed
- Engine Coolant Temperature
- Engine Oil Pressure
- Engine Oil Temperature
- Battery Voltage
- Hourmeter
- Warning and Alarm Indication
- Diagnostics
- Maintenance Events/Information

SG350 | 21.9L | 350 kW

INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

GENERAC® | **INDUSTRIAL**
POWER

CONFIGURABLE OPTIONS

DEMAND RESPONSE READY

ENGINE SYSTEM

- ☐ Baseframe Cover/Rodent Guard
- ☐ Oil Heater
- ☐ Air Filter Restriction Indicator
- ☐ Radiator Stone Guard (Open Set Only)
- ☐ Level 1 Fan and Belt Guards (Enclosed Units Only)

FUEL SYSTEM

- ☐ NPT Flexible Fuel Line

ELECTRICAL SYSTEM

- ☐ 10A UL Listed Battery Charger
- ☐ Battery Warmer

ALTERNATOR SYSTEM

- ☐ Alternator Upsizing
- ☐ Anti-Condensation Heater
- ☐ Tropical Coating

CIRCUIT BREAKER OPTIONS

- ☐ Main Line Circuit Breaker
- ☐ 2nd Main Line Circuit Breaker
- ☐ Shunt Trip and Auxiliary Contact
- ☐ Electronic Trip Breakers

ENGINEERED OPTIONS

ENGINE SYSTEM

- ☐ Coolant Heater Ball Valves
- ☐ Fluid Containment Pan

CIRCUIT BREAKER OPTIONS

- ☐ 3rd Breaker System

CONTROL SYSTEM

- ☐ Battery Disconnect Switch

GENERATOR SET

- ☐ Demand Response Rating
- ☐ Extended Factory Testing (3-Phase Only)
- ☐ 12 Position Load Center

ENCLOSURE

- ☐ Weather Protected Enclosure
- ☐ Level 1 Sound Attenuation
- ☐ Level 2 Sound Attenuation
- ☐ Level 2 Sound Attenuation with Motorized Dampers
- ☐ Level 3 Sound Attenuation (Steel Only)
- ☐ Steel Enclosure
- ☐ Aluminum Enclosure
- ☐ Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- ☐ AC/DC Enclosure Lighting Kit
- ☐ Enclosure Heaters (Motorized Dampers Only)
- ☐ Door Open Alarm Switch

CONTROL SYSTEM

- ☐ NFPA 110 Compliant 21-Light Remote Annunciator
- ☐ Remote Relay Assembly (8 or 16)
- ☐ Oil Temperature Sender with Indication Alarm
- ☐ Remote E-Stop (Break Glass-Type, Surface Mount)
- ☐ Remote E-Stop (Red Mushroom-Type, Surface Mount)
- ☐ Remote E-Stop (Red Mushroom-Type, Flush Mount)
- ☐ 10A Engine Run Relay
- ☐ Ground Fault Annunciator
- ☐ 100 dB Alarm Horn
- ☐ 120V GFCI and 240V Outlets
- ☐ Damper Alarm (Motorized Dampers Only)

WARRANTY (Standby Gensets Only)

- ☐ 2 Year Extended Limited Warranty
- ☐ 5 Year Limited Warranty
- ☐ 5 Year Extended Limited Warranty
- ☐ 7 Year Extended Limited Warranty
- ☐ 10 Year Extended Limited Warranty

GENERATOR SET

- ☐ Special Testing
- ☐ Battery Box

SG350 | 21.9L | 350 kW

INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

GENERAC | **INDUSTRIAL**
POWER

APPLICATION AND ENGINEERING DATA

DEMAND RESPONSE READY

ENGINE SPECIFICATIONS

General

Make	Generac
Cylinder #	12
Type	V12
Displacement - in ³ (L)	1,336.4 (21.9)
Bore - in (mm)	5.03 (128)
Stroke - in (mm)	5.60 (142)
Compression Ratio	10.0:1
Intake Air Method	Turbocharged/Aftercooled
Number of Main Bearings	7
Connecting Rods	Steel Alloy
Cylinder Head	Cast Iron
Cylinder Liners	Cast Steel Alloy
Ignition	Electronic
Piston Type	Cast Aluminum Alloy
Crankshaft Type	Forged Steel Alloy
Lifter Type	Solid
Intake Valve Material	High Temp Steel Alloy
Exhaust Valve Material	High Temp Steel Alloy
Hardened Valve Seats	Proprietary Alloy

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full-Flow Spin-On Cartridge
Crankcase Capacity - qt (L)	31.7 (30)

Cooling System

Cooling System Type	Pressurized Closed Recovery
Fan Type	Pusher
Fan Speed - RPM	1,404
Fan Diameter - in (mm)	44 (1,118)

Fuel System

Fuel Type	Natural Gas
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure - in H ₂ O (kPa)	11 - 14 (2.7 - 3.5)
Optional Operating Fuel Pressure - in H ₂ O (kPa)	7 - 11 (1.7 - 2.7)

Engine Electrical System

System Voltage	24 VDC
Battery Charger Alternator	57 A
Battery Size	See Battery Index 0161970SBY
Battery Voltage	(2) - 12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	K0350124Y21
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5% (3-Phase)
Telephone Interference Factor (TIF)	<52

Standard Excitation	Permanent Magnet
Bearings	Sealed Ball
Coupling	Direct via Flexible Disc
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Full Digital
Regulation Accuracy (Steady State)	±0.25%

SG350 | 21.9L | 350 kW

INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency and Non-Emergency

GENERAC | **INDUSTRIAL POWER**

OPERATING DATA

DEMAND RESPONSE READY

POWER RATINGS - NATURAL GAS

	Standby/Demand Response	Prime
Three-Phase 120/208 VAC @0.8pf	350 kW/438 kVA Amps: 1,216	315 kW/394 kVA Amps: 1,094
Three-Phase 120/240 VAC @0.8pf	350 kW/438 kVA Amps: 1,054	315 kW/394 kVA Amps: 948
Three-Phase 277/480 VAC @0.8pf	350 kW/438 kVA Amps: 527	315 kW/394 kVA Amps: 474
Three-Phase 347/600 VAC @0.8pf	350 kW/438 kVA Amps: 421	315 kW/394 kVA Amps: 379

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip			
277/480 VAC	30%	208/240 VAC	30%
K0350124Y21	1,001	K0500124Y23	730
K0500124Y23	1,020	K0600124Y23	1,120
K0600124Y23	1,560		

FUEL CONSUMPTION RATES*

Natural Gas – scfh (m³/hr)		
Percent Load	Standby/Demand Response	Prime
25%	1,620 (45.9)	1,560 (44.2)
50%	2,400 (68.0)	2,220 (62.9)
75%	3,240 (91.7)	3,000 (84.9)
100%	4,140 (117.2)	3,780 (107.0)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

	Standby/Demand Response	Prime
Air Flow (Fan Air Flow Across Radiator)	scfm (m³/min)	28,004 (793)
Coolant Flow	gpm (Lpm)	211 (798.6)
Coolant System Capacity	gal (L)	15.5 (58.7)
Max. Operating Ambient Temperature	°F (°C)	122 (50)
Maximum Operating Ambient Temperature (Before Derate)	See Bulletin No. 0199270SSD	
Maximum Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

	Standby/Demand Response	Prime
Flow at Rated Power - scfm (m³/min)	657 (18.6)	598 (16.9)

ENGINE

		Standby/Demand Response	Prime
Rated Engine Speed	RPM	1,800	1,800
Horsepower at Rated kW**	hp	516	464
Piston Speed	ft/min (m/min)	1,680 (512)	1,680 (512)
BMEP	psi (kPa)	170 (1,171)	153 (1,054)

EXHAUST

		Standby/Demand Response	Prime
Exhaust Flow (Rated Output)	scfm (m³/min)	2,113 (59.8)	1,894 (53.6)
Max. Backpressure (Post Silencer)	inHg (kPa)	0.75 (2.54)	0.75 (2.54)
Exhaust Temp (Rated Output - Post Silencer)	°F (°C)	1,277 (691.7)	1,250 (676.7)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528, and DIN6271 standards.

Standby - See Bulletin 0187500SSB

Demand Response - See Bulletin 10000018250

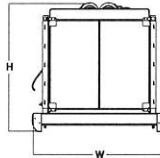
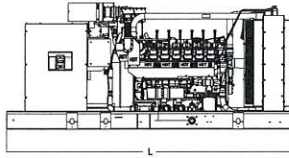
Prime - See Bulletin 0187510SSB

SG350 | 21.9L | 350 kW
INDUSTRIAL SPARK-IGNITED GENERATOR SET
 EPA Certified Stationary Emergency and Non-Emergency

GENERAC® | **INDUSTRIAL**
 POWER

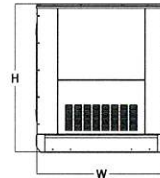
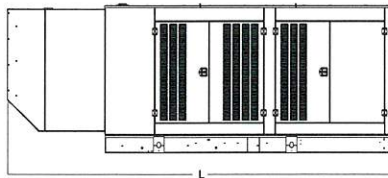
DIMENSIONS AND WEIGHTS*

DEMAND RESPONSE READY



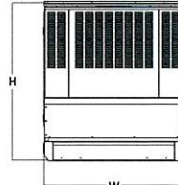
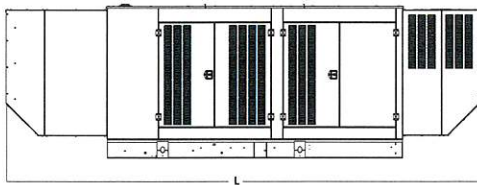
OPEN SET (Includes Exhaust Flex)

L x W x H - in (mm)	154.4 (3,922) x 71.0 (1,804) x 66.5 (1,689)
Weight - lbs (kg)	7,286 - 8,650 (3,304 - 3,923)



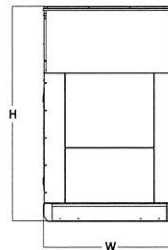
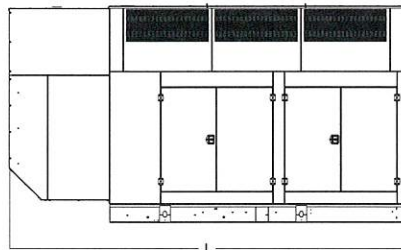
WEATHER PROTECTED ENCLOSURE

L x W x H - in (mm)	207.4 (5,268) x 71.0 (1,803) x 80.0 (2,032)
Weight - lbs (kg)	Steel: 9,490 - 10,840 (4,304 - 4,916) Aluminum: 8,404 - 9,753 (3,811 - 4,423)



LEVEL 1 SOUND ATTENUATED ENCLOSURE

L x W x H - in (mm)	247.5 (6,287) x 71.0 (1,803) x 80.0 (2,032)
Weight - lbs (kg)	Steel: 10,498 - 11,847 (4,761 - 5,373) Aluminum: 8,818 - 10,185 (3,999 - 4,619)



LEVEL 2 SOUND ATTENUATED ENCLOSURE

L x W x H - in (mm)	207.4 (5,268) x 71.0 (1,803) x 114.1 (2,898)
Weight - lbs (kg)	Steel: 10,836 - 12,185 (4,914 - 5,526) Aluminum: 8,963 - 10,330 (4,065 - 4,685)

LEVEL 3 SOUND ATTENUATED ENCLOSURE

L x W x H - in (mm)	232.0 (5,893) x 76.9 (1,953) x 129.2 (3,282)
Weight - lbs (kg)	13,224 - 14,285 (5,997 - 6,478)

* All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.



GENERAC®
**INDUSTRIAL
POWER**

ALABAMA • GEORGIA • MISSISSIPPI • NW FLORIDA • TENNESSEE

Tupelo City Hall Natural Gas Generator Package System

Emergency Generator Submittal

**350kW Natural Gas
Generator /
800A ATS / Install**

Submitted To: City of Tupelo

Prepared By: Dylan Smith

Energy Systems Southeast (ESSE)
Sales Manager – N. Alabama/Mississippi
3235 Veterans Circle | Birmingham, AL 35235
Mobile: 205-517-3796
Dylan.Smith@essellc.com

GENERAC®
**INDUSTRIAL
POWER**

Quote Date: 9/20/23
Valid Until: 11/20/23

Quote #20784698



Project Reference: Tupelo City Hall Natural Gas Generator Package System– 350kW Generator / 800A ATS

We are pleased to offer the following quote for the above project:

Quantity 1 - Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 12 cylinder 21.9L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- **350 kW Rating, wired for 277/480 VAC three phase, 60 Hz**
- **Level 1 Acoustic Enclosure, Steel**
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
- **21 Light Annunciator – Flush mount Kit**
- **Remote Emergency Stop Switch, Break-Glass, shipped loose**
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- 1 Hour factory load testing at reactive (0.8) power factor
- Air Filter Restriction Ind
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 2500W, 240VAC
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Engine Run Relay
- Flex Fuel Line
- Oil Temp Sender
- **MLCB, 100% rated, LSI Electronic Trip**
 - **600 Amp**
- **Secondary MLCB, 100% rated, LSI Electronic Trip**
 - **450 Amp**
- **5-Year Comprehensive Warranty**
- SG0350KG30219S18PPSYG

Quantity 1 - TRANSFER SWITCH - TX SERIES

- **800 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit**
- 3 Owner's Manuals
- 4 Sets of Form C Aux Cont
- Specific Breaker
- Withstand and Close-On Rating - 100kA Specific Breaker
- Enclosure Heater
- UL Listed 1008 by ETL
- **NEMA 3R Enclosure**
- **Service Entrance Rated**
- Specific Breaker
- In Phase Only Transfer

- Standard two year basic warranty
- TX301NS0800K3CH

Quantity 1 – Turn Key Installation

- Install new generator
- Install new ATS
- Install new concrete pad
- Intercept and reroute conduit into ATS
- Install new conduit to generator from ATS
- Terminate all associated wiring

Total Price: \$229,105.00

(excludes tax)

Notes:

- Estimated Generator Delivery: **52-58 weeks**
 - Pricing Includes LTL. Additional cost will be applied for dedicated truck, liftgate, short bed, etc.
- FOB: Jobsite (offloading not included)
- **System Start Up Service Included:**
 - **NFPA 110 Startup Included Only:** NETA, infrared scanning, leak test, etc. to be performed by others
 - **1 Hours of On-Site Training If Scheduled During Startup – Additional cost will be added for return trips**

Terms and Conditions:

- Net 30 days from shipment, subject to review and approval by our Credit Dept.
- Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage or damages against this order will be permitted unless agreed to ahead of time.
- Warranty is invalid without factory start up.
 - Startup will be done during normal business hours (single trip).
 - Warranty begins on date of final startup. Startup must be performed within one year of shipment. Additional costs will be required after one year to extend factory warranty.
 - Additional charges will be applied to startups requested on weekends or off normal business hours, as well for additional trip(s) post startup. Please note additional charges will also be applied if ESSE is called out to perform startup and the generator is not completely installed per our pre-startup checklist.

Thank you for the opportunity,

Dylan Smith

Territory Sales Manager – North AL/MS
 Energy Systems Southeast
 Cell: (205)-517-3796
 Dylan.smith@essellc.com

Acceptance of Quote: Prior to ordering equipment or services, we require this proposal to be signed and returned as a confirmation of the above terms and conditions.

Customer Signature

Purchase Order Number

DOCUMENT 00100F
BID ENVELOPE INFORMATION FORM

BIDDER:

This form is for the Bidder's convenience as noted in Section 00100 - INSTRUCTIONS TO BIDDERS. This form is not required; however, **the information is required on the front of the Bid Envelope.**

Add the required information of all subcontractors proposed. Extend form as required.



Allen&Hoshall
engineers-architects-surveyors

Project: Tupelo City Hall Natural Gas Generator Package System

Owner: City of Tupelo

Address: 71 East Troy Street
Tupelo, MS 38804

Bidder: Energy Systems Southeast

Address: 3235 Veterans Circle , Birmingham, AL 35235

Bidder License/Certificate No. _____

Subcontractor: Conditioned Air, Inc

Address: 753 Westmoreland Drive, Tupelo, MS 38801

Subcontractor License/Certificate No. 08741-MC

END OF DOCUMENT



ENERGY SYSTEMS SOUTHEAST, LLC

3235 Veterans Circle • Birmingham, AL 35235
(205) 520-2183 • Fax (205) 380-5408

Servis 1st Bank®

61-650/620

0000039755

Item # 21.

EZShield® Check Fraud
Protection for Business

*ELEVEN THOUSAND FOUR HUNDRED FIFTY-FIVE AND 25 / 100

AMOUNT

9/18/2023

*****11,455.25*

PAY
TO THE
ORDER
OF

CITY OF TUPELO
71 EAST TROY STREET
TUPELO, MS 38804



ENERGY SYSTEMS SOUTHEAST, LLC
VOID AFTER 60 DAYS

[Signature]
AUTHORIZED SIGNATURE

⑈039755⑈ ⑆062006505⑆ 1110043666⑈

ENERGY SYSTEMS SOUTHEAST LLC

39755

Date	Invoice Number	Comment	Amount	Discount Amount	Net Amount
9/18/2023	91823	PUBLIC BID SURETY CHECK	11,455.25	0.00	11,455.25




Check: 0000039755 9/18/2023 CITY OF TUPELO Check Total: 11,455.25

**DOCUMENT 00100F
BID ENVELOPE INFORMATION FORM**

BIDDER:

This form is for the Bidder's convenience as noted in Section 00100 - INSTRUCTIONS TO BIDDERS. This form is not required; however, **the information is required on the front of the Bid Envelope.**

Add the required information of all subcontractors proposed. Extend form as required.

 <div style="display: inline-block; vertical-align: middle;">Allen&Hoshall <small>engineers-architects-surveyors</small></div>	
Project:	Tupelo City Hall Natural Gas Generator Package System
Owner:	City of Tupelo
Address:	71 East Troy Street Tupelo, MS 38804
Bidder:	<u>J.E. Stevens Construction Group, LLC</u>
Address:	<u>1218 Cutter Ln Brandon, MS 39047</u>
Bidder License/Certificate No.	<u>24536-MC</u>
Subcontractor:	<u>Timmons Electric</u>
Address:	<u>4855 Cliff Gookin Blvd</u>
Subcontractor License/Certificate No.	<u>21683-MC</u>

END OF DOCUMENT

**DOCUMENT 00301
PROPOSAL**Date: 9/20/2023To: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated August, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>428,000.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
TOTAL BID PRICE			\$ <u>448,000.00</u>

DELIVERY:

Delivery Site: Tupelo City Hall

Delivery Date: 68 weeks from approval

An alternate Delivery Date of NA is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ NA is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.

5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBER

DATE

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Nixon Power (Kohler)w

BY: Sterling Robinson

TITLE: Outside Sales

MAILING
ADDRESS: 326 Leggett Dr
Richland, MS 39218

DATE: 9/20/2023

TELEPHONE: 833-777-6937

STREET
ADDRESS: _____

FAX: _____

EMAIL: sterling@nixonpower.com

PRINCIPAL
CONTACT: Joshua Stevens

TELEPHONE: 601-826-2480

EMAIL: joshua@jestevensgroup.com

ALTERNATE
CONTACT: Jonah Stevens

TELEPHONE: 601-946-4447

EMAIL: office@jestevensgroup.com

END OF DOCUMENT

DOCUMENT 00420
BIDDERS QUALIFICATION STATEMENT

The contents of this statement are CONFIDENTIAL. This Document is to be submitted separately from the Bidding Documents. See Document 00100, INSTRUCTIONS TO BIDDERS.

Submitted by:

Name of Organization	<u>J.E. Stevens Construction Group, LLC</u>
Name of Individual	<u>Joshua Stevens</u>
Title	<u>President</u>
Address	<u>1218 Cutter Ln</u>
	<u>Brandon, MS 39047</u>
Telephone	<u>(601) 826-2480</u>
Email Address	<u>joshua@jestevensgroup.com</u>

BUSINESS ORGANIZATION INFORMATION:

Check one: ☐ Corporation ☐ Partnership ☐ Joint Venture ☒ Sole Proprietorship

If Corporation:

a. Date and State of Incorporation

b. List of Executive Officers

Name

Title

If Partnership:

a. Date and State of Organization

b. Name of Current General Partners

c. Type of Partnership:

☐ General ☐ Publicly Traded ☐ Limited ☐ Other (describe):

If Joint Venture:

- a. Date and State of Organization

- b. Name, Address, and Form of Organization of Joint Venture Partners: (indicate managing partner with an asterisk*)

If Sole Proprietorship:

- a. Date and State of Organization

9/20/2021 Tennessee

- b. Name and Address of Owner or Owners

Joshua Stevens

1218 Cutter Ln

Brandon, MS 39047

GENERAL BUSINESS INFORMATION:

1. Name of Surety Company and name, address, and phone number of agent.

FBBI Insurance, Wes Price. 601-208-3081

248 East Capitol Street, Suite 1200 | Jackson, MS 39201

2. What is your approximate total bonding capacity?

☐ \$500,000 to \$2,000,000

☐ \$2,000,000 to \$5,000,000

☐ \$5,000,000 to \$10,000,000

☒ \$10,000,000 or more

3. Is your organization a member of a controlled group of corporations as defined in

I.R.C. Sec 1563? ☐ Yes ☒ No

If yes, show names and addresses of affiliated companies

4. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

OSHA 30 and Lock out tag out

5. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank	<u>Priority One Bank</u>
Address	<u>1400 West Government Street</u>
	<u>Brandon, MS 39042</u>
Account Manager	<u>Meaghan Ahlberg</u>
Telephone	<u>(601) 414-3642</u>

GENERAL PROJECT INFORMATION:

6. Value of Electric Work completed during the last calendar year \$ 500,000.00 +

7. Value of all Work completed for the last calendar year \$ 6,000,000.00 +

8. Attach a Schedule A listing major Electric projects, similar to the proposed Project, completed by this organization in the past three (3) years, with contact names and phone numbers. (If joint venture, list each participant's projects separately). List dollar value of Electric Work.

9. Attach a Schedule B listing current Electric projects under construction by this organization, with contact names and phone numbers. (If joint venture, list each participant's projects separately).

10. Has your organization ever failed to complete any construction contract awarded to it?

☐ Yes ☒ No

If yes, describe circumstances on attachment.

11. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

☐ Yes ☒ No

12. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a project in a timely manner while an employee/officer of another firm?

☐ Yes ☒ No

If yes, describe circumstances on attachment.

13. Contractor's License Number for the state(s) in which this organization is licensed to do business:

24536-MC

I hereby certify that the information submitted herewith, including any attachment is true to the best of my knowledge and belief.

By: Joshua Stevens

Title: President

Dated: 9/20/2023

END of DOCUMENT

Schedule A

J.E. Stevens Construction Group/ Jonah Stevens

1. Element Hotel- Nashville, TN \$3,000,000.00
- Jonah Stevens
2. WEREHN Apartments- Nashville, TN \$6,000,000.00
- Jonah Stevens
3. Project Journey- Nashville, TN \$50,000,000.00
- Jonah Stevens
4. Bureau of Land Management- Pearl, MS \$1,000,000.00 GC \$180,000.00 Electrical
- J.E. Stevens Construction Group

Schedule B

Timmons Electric

1. Assisted Nursing Home Generator- Starkville, MS \$300,000.00 +
2. City of Tupelo Fair Park- Tupelo, MS \$300,000.00+
3. Cube Smart Storage Facility- Tupelo, MS \$300,000.00 +

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

J. E. STEVENS CONSTRUCTION GROUP, LLC
1218 CUTTER LANE
BRANDON, MS 39047

is duly registered and entitled to perform
BUILDING CONSTRUCTION



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 27 day of Oct., 2022

CERTIFICATE OF RESPONSIBILITY

No. 24536-MC

Expires Oct. 27, 2023

Joel A. Canell

CHAIRMAN OF THE BOARD

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

J. E. Stevens Construction Group, LLC
127 Bonne Vie Dr
Brandon, MS 39047

SURETY:*(Name, legal status and principal place of business)*

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

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

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

OWNER:*(Name, legal status and address)*

City of Tupelo
71 East Troy Street
Tupelo, MS 38804

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

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

Package Generator System Installation and Labor & Material for Tupelo City Hall, 2023-041PW


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

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

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

Signed and sealed this 20th day of September, 2023

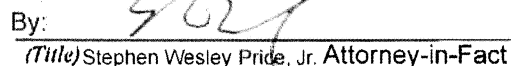

(Witness)


(Witness) Blake Johnson

J. E. Stevens Construction Group, LLC
(Principal) (Seal)

By: 
(Title)

The Hanover Insurance Company
(Surety) (Seal)

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



**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Stephen Wesley Price, Jr.

Of Jackson, MS individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

Surety Bond Number: Bid Bond
Principal: J. E. Stevens Construction Group, LLC
Obligee: City of Tupelo

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of dation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 6th day of April, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

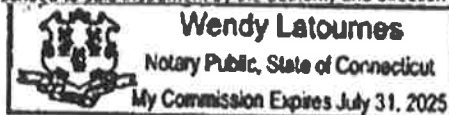
James H. Kawalek
James H. Kawalek, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Joellen M. Mendoza
Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 6th day of April 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Wendy Latoumes
Wendy Latoumes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of September 2023.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder
John Rowedder, Vice President

081423

2023-041PW

DOCUMENT 00301 PROPOSAL

Date: 9/19/2023

To: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated August, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>375,000.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>
TOTAL BID PRICE			\$ <u>395,500.00</u>

DELIVERY:Delivery Site: Tupelo City HallDelivery Date: 66 weeks from order date

An alternate Delivery Date of n/a is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ n/a is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.

5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

<u>ADDENDUM NUMBER</u>	<u>DATE</u>
None	n/a
None	n/a

081423

2023-041PW

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be itemized on this proposal page even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification SectionAssociated with EXCEPTIONDescription of Exception

n/a

081423

2023-041PW

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN: Timmons Electric Co., LLCBY: *Mike Timmons*TITLE: OwnerMAILING
ADDRESS: 4855 Cliff Gookin Blvd.DATE: 9/19/2023Tupelo, MS 38801TELEPHONE: 662-844-4053FAX: 662-620-0803STREET
ADDRESS: sameEMAIL: service@timmonselectricms.comPRINCIPAL
CONTACT: *Mike Timmons*
Mike TimmonsTELEPHONE: 662-790-5922EMAIL: mike@timmonselectricms.comALTERNATE
CONTACT: Brooke EllisTELEPHONE: 662-844-4053EMAIL: brooke@timmonselectricms.com

END OF DOCUMENT

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2306299
Contract Account Number: 9204307

KNOW ALL MEN BY THESE PRESENTS, that we TIMMONS ELECTRIC COMPANY ****FASTBOND****
4655 CLIFF COOKIN BLVD
TUPELO, MS 38801

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY
P O BOX 4668
WINTER PARK, FL 32793-4668

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF TUPELO MS

as Oblige, hereinafter called the Oblige, in the sum of 5% OF THE ACCOMPANYING BID

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

WHEREAS, the Principal has submitted a bid for INSTALLATION OF ELECTRICAL GENERATOR

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

Signed and sealed this 28TH day of JUNE, 2023

[Signature]
Witness

TIMMONS ELECTRIC COMPANY

[Signature]
Principal (Seal)

[Signature]
Owner
Title

OLD REPUBLIC SURETY COMPANY

[Signature]
Surety (Seal)

[Signature]
Attorney-in-Fact

ORSC 21328 (7-93)



8/8/26

Jessie Carroll
6-28-23

051923

8542

**DOCUMENT 00301
PROPOSAL**

Date: 6-28-2023

To: City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Gentlemen:

The undersigned, hereinafter called the "Materialman", hereby proposes to sell and deliver to The City of Tupelo, MS, hereinafter called the "Owner", upon the terms and conditions herein stated, the material specified in the attached Specifications dated May, 2023 for the following sum:

BASE BID:

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL BID PRICE</u>
1	1	Natural Gas Generator System And Associated Equipment, Material, and Labor for Installation	\$ <u>375,500.00</u>
2	2	Authorized Contract Amendments	\$ <u>20,000</u>

TOTAL BID PRICE\$ 395,500.00**DELIVERY:**

Delivery Site: Tupelo City Hall

Delivery Date: 66 weeks from order date

An alternate Delivery Date of _____ is proposed by the Materialman. If this alternate Delivery Date is accepted by the Owner, a price reduction of \$ _____ is offered.

GENERAL:

In submitting this Proposal, the Materialman agrees as follows:

The prices set forth herein do not include any sums which are or may be payable by the Materialman on account of taxes imposed by any taxing authority upon the sale, purchase, or use of the equipment. If any such tax is applicable to the sale, purchase, or use of the equipment, the amount thereof shall be added to the purchase price and paid by the Owner.

The Materialman agrees to the terms and conditions of the Document 00531 - MATERIALS CONTRACT.

The prices set forth herein are firm if accepted by the Owner within thirty (30) days and shall include the cost of delivery to the job site. The material shall be delivered to the Delivery Site on or before the Delivery Date.

The Materialman shall be responsible for securing all permits required for shipping to the

051923

8542

Delivery Site and shall be responsible for any damages to road and utilities or other damages caused by the Materialman or his Delivery Agent during shipment to Delivery Site.

Notice of Shipment - The Materialman shall notify the Owner at the following times:

1. 10 days prior to shipment.
2. 24 hours prior to shipment.
3. 24 hours prior to delivery.

Shipments arriving after 2:00 p.m. on weekdays or arriving on weekends or holidays shall not be unloaded until the next working day and the Materialman shall be responsible for any demurrage.

Failure to provide notice shall result in Materialman being responsible for any demurrage charges resulting from the unavailability of equipment to unload equipment.

The Materialman agrees that all requests for time extensions shall be in writing, and that only such time extensions as are granted by the Owner in writing shall be considered.

Time is of the essence in order for the Owner to comply with established construction schedules. Should the Materialman fail to complete the terms of this Proposal by the Delivery Date, after all time extensions granted by the Owner have been added, then in that event the Owner shall have and is hereby given the right to deduct and retain out of such monies which may then be due, or which may become due and payable to the Materialman, the DAMAGE AMOUNT per calendar day as liquidated damages for each and every day that Certification is delayed beyond the Delivery Date. The Materialman and Owner agree that liquidated damages are for costs associated with project delay and not as a penalty and that proof of such losses or damages shall not be required. The DAMAGE AMOUNT shall be \$300 per day.

The GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS describe the Owner's requirements as to Performance and Payment Bonds. When the successful Bidder delivers the executed Materials contract to the Owner, it must be accompanied by the required Performance and Payment Bonds.

Proposal requirements, as outlined in the technical sections, shall be submitted with this proposal. Failure to submit requested data can result in Bid rejection.

The qualifications of the Materialman's Field Services Representative for field inspection, testing and certification shall be attached to this proposal. Include the name of the proposed field service firm, if these services are not supplied by employees of the manufacturer. A schedule of field tests, applicable ANSI standards and test limits shall be submitted by the Materialman. The qualifications of the Field Service Representatives or Field Service Firm will be included in the overall evaluation of this proposal.

In estimating the lowest cost to the Owner as one of the factors in deciding the award of an order, the Owner will consider, in addition to the price quoted in the proposal, the following:

1. Stated exceptions to the specifications.
2. Method of delivery.
3. Warranty.
4. Installation, erection and operating costs.
5. Delivery time.
6. Work history on previous projects.

Failure to submit bid evaluation data as specified can lead to bid rejection.

Title of each equipment item shall pass to the Owner upon:

1. Delivery at location specified.
2. Satisfactory inspection for in transit damage.
3. Satisfactory installation and field test.
4. Acceptance by the Owner following completion of Item 3.

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8542

5. Payment: See Document 00531 - MATERIALS CONTRACT, Article II Payment. The Materialman shall submit bids on this PROPOSAL. Submit complete PROPOSAL in (2) two unaltered copies with all blank spaces completed. There shall be no exceptions for basic bid submitted by the Materialman; however, an alternate, with exceptions, may be bid as an attachment to a basic bid.

The Materialman acknowledges that he has received the following Addenda (insert Addenda number(s) and date(s) or NONE):

ADDENDUM NUMBERDATE

8542

EXCEPTIONS: Any and all exceptions that the Materialman takes to the attached specifications shall be **itemized on this proposal page** even though the exceptions may be covered elsewhere in the bid materials. The bidder shall indicate to which items exceptions apply or indicate no exceptions.

Specification Section

Associated with EXCEPTION

Description of Exception

[illegible]

051923

8542

It is understood by the undersigned that the Owner retains the privilege of accepting or rejecting all or any part of this Proposal and to waive any informalities or technicalities therein.

MATERIALMAN:

Timmons Electric Co. LLC

BY:

Mike Timmons

TITLE:

OWNER

MAILING

ADDRESS:

4855 CliffBookin BlvdLufkin, MS 38801

DATE:

6-28-2023

TELEPHONE:

662-844-4053

FAX:

662-620-0803

STREET

ADDRESS:

EMAIL:

brooke@timmonselectricMS.comMike@timmonselectricMS.comPRINCIPAL
CONTACT:Mike Timmons

TELEPHONE:

662-844-4053

EMAIL:

Mike@timmonselectricMS.comALTERNATE
CONTACT:Brooke Timmons

TELEPHONE:

~~662-770-5922~~ 662-844-4053

EMAIL:

Same

END OF DOCUMENT

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

Bid Bond Number: BID2306299
Contract Account Number: 9204307

KNOW ALL MEN BY THESE PRESENTS, that we TIMMONS ELECTRIC COMPANY ***FASTBOND***
4855 CLIFF COOKIN BLVD
TUPELO, MS 38801

as Principal, hereinafter called the principal, and OLD REPUBLIC SURETY COMPANY
P O BOX 4668
WINTER PARK, FL 32793-4668

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF TUPELO MS

as Obligees, hereinafter called the Obligees, in the sum of 5% OF THE ACCOMPANYING BID

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

WHEREAS, the Principal has submitted a bid for INSTALLATION OF ELECTRICAL GENERATOR

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

Signed and sealed this 28TH day of JUNE, 2023

Rich Shuffield

Witness

TIMMONS ELECTRIC COMPANY

Principal

(Seal)

Owner

Title

OLD REPUBLIC SURETY COMPANY

Surety

(Seal)

Chris Gullledge

ORSC 21328 (7-93)



8/8/26

Jessie Carroll
6-28-23



CERTIFICATE OF LIABILITY INSURANCE

Item # 21.

DATE (MM/DD/YYYY)

06/14/2023

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 Renasant Insurance, Inc. 315 W. Main Street P. O. Box 1808 Tupelo MS 38802		CONTACT NAME: Kim Roberts PHONE (A/C, No, Ext): (662) 842-1321 E-MAIL ADDRESS: kroberts@renasant.com FAX (A/C, No): (662) 842-1433	
INSURED Timmons Electric Co., LLC. 4855 Cliff Gookin Blvd. Tupelo MS 38801		INSURER(S) AFFORDING COVERAGE INSURER A: Tri-State Insurance Co of Minnesota INSURER B: Wesco Insurance Company INSURER C: Union Insurance Co. INSURER D: INSURER E: INSURER F:	
		NAIC # 31003 25011 25844	

COVERAGES**CERTIFICATE NUMBER:** City of Tupelo 23**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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ADV4474086	06/13/2023	06/13/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	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	WWC3622820	01/08/2023	01/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OWNERS CONTRACTORS PROTECTIVE LIABILITY	Y		OCP4547934	05/03/2023	05/03/2024	EACH COMMON CAUS 1,000,000 AGGREGATE LIMIT 1,000,000

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

Project: Construction of Restrooms at a City Pavillion, Fairpark at City Hall

The Owner, City of Tupelo, is named as additional insured per policy form CG2062.

CERTIFICATE HOLDER**CANCELLATION**

City of Tupelo 71 E 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>Dennis Hall</i>
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Nixon Power Services
326 Leggett Dr.
Richland, MS 39218
P: 833-777-6937

Job Name: City of Tupelo

To: Contract Bidder

From: Sterling Robinson
Industrial Sales
Nixon Power Services
326 Leggett Drive
Jackson, MS 39218
P: 601-720-3481
sterling@nixonpower.com

Generator

Kohler Model: 350REZXD

This gas generator set equipped with a 4M4019 alternator operating at 277/480 volts is rated for 350kW/438 kVA.
Output amperage: 527

Standard Features:

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- EPA-Certified for Stationary Emergency Applications
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listings.
- The generator set accepts rated load in one step.
- The 60 Hz emergency generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two-and five-year extended warranties are also available.
- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation (CCV) Filters
- Dual Fuel Reset Box (standard on dual fuel models)
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Low Coolant Level Shutdown
- Oil Drain Extension
- Secondary Gas Solenoid Valve
- Three-Way Exhaust Catalyst

Alternator Features:

- The pilot-excited, permanent-magnet (PM) alternator provides superior short-circuit capability.
- The brushless, rotating-field alternator has broad range reconnectability.

Other Features:

- Natural gas is the primary fuel. Automatically transfers back to primary fuel when LP fuel becomes low or generator stops and restarts.
- The patented pending reset box on the generator provides the ability to manually transfer back to natural gas. The natural gas rating is available when running on natural gas.
- APM603 controller provides load shed for automatic derate to LP ratings to prevent an overload condition.

Qty	Description
	350REZXD Generator System
1	350REZXD Generator Set Includes the following: Literature Languages Approvals and Listings

English
UL2200 Listing/cUL Genset List

KOHLER

Job Name: City of Tupelo



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Approvals and Listings	IBC Seismic Certification
Engine	350REZXD,24V,SINGLE FUEL,NG
Nameplate Rating	Standby 130C Rise
Voltage	60Hz, 277/480V, Wye, 3Ph, 4W
Alternator	4M4019
Cooling System	Unit Mounted Radiator, 50C
Skid and Mounting	Skid
Controller	APM603
Enclosure Type	Sound
Enclosure Material	Steel
Enclosure Electrical Package	Basic Electrical Pkg, 1 Ph
Enclosure Electrical Acc.	Wire Block Heater
Enclosure Electrical Acc.	Wire Battery Charger
Starting Aids, Installed	6000W,208V,1Ph,w/Valves
Electrical Accy.,Installed	Battery, 2/12V, Wet
Electrical Accy.,Installed	Battery Charger, 10A
Electrical Accy.,Installed	Run Relay
Electrical Accy.,Installed	Failure Relay w/Harness,1Fault
Electrical Accy.,Installed	Generator Heater
Rating, LCB 1 Right	15 Relay I/O Board
Amps, LCB 1 Right	100% Rated
Trip Type, LCB 1 Right	600
LCB 1 Right Interrupt Rating	Electronic, LSI
Rating, LCB 2 Right	35kA at 480V
Amps, LCB 2 Right	80% Rated
Trip Type, LCB 2 Right	600
LCB 2 Right Interrupt Rating	Electronic, LSI
Exceeds LTL Shipping Height	35kA at 480V
Miscellaneous Accy,Installed	Add'l Shipping Charge Accepted
Miscellaneous Accy,Installed	Air Cleaner Restriction Ind.
Warranty	Coolant in Genset
Testing, Additional	5 Year Comprehensive
Total unit length in inches	Power Factor Test,0.8,3Ph Only
Total unit width in inches	251
Total unit height in inches	89
Total unit weight (lbs)	107
Weight/Dimensions Disclaimer *	15,050
Kit, Filter, Fuel	Estimates-Not for Construction
Flexible Fuel Line	
RSA III, ATS Annunciator	

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1
1



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Job Name: City of Tupelo

Automatic Transfer Switch

Kohler Model: KEP-DMTC-0800S-NK

3 Pole, 4 Wire, Solid Neutral, 800 amp, Kohler Service Entrance rated Programmed automatic transfer switch, Model KEP-DMTC-0800S-NK, rated 480V, 60 Hz complete with all standard equipment and housed in a NEMA Type 3R enclosure.

Standard Features

- UL 1008 Listed
- Service entrance rated switch incorporates an isolating mechanism and overcurrent protection on the utility side
- Fully enclosed silver alloy contacts provide high withstand rating
- 3-cycle short circuit current withstand-tested
- Completely separate utility and generator set power switching units provide redundancy and are easy to service
- Inherent stored-energy design prevents damage if manually switched while in service
- Heavy duty brushless gear motor and operating mechanism provide mechanical interlocking and extreme long life with minimal maintenance
- All mechanical and control devices are visible and readily accessible
- Padlockable service disconnect control switch
- Kohler Decision-Maker MPAC 1500 digital controller
- LCD display, 4 lines x 20 characters, backlit
- LED indicators: source available, transfer switch position, service required, not in auto
- Phase-to-phase sensing and monitoring with 0.5% accuracy on both sources
- Frequency sensing with 0.5% accuracy on both sources
- Anti-single phasing protection
- Programmable over and under voltage on both sources
- Programmable over and under frequency on both sources
- Adjustable time delays
- Time-based and current-based load control of nine individual loads (with appropriate I/O modules)
- Programmable transfer commit/no commit
- 21 programmable exercise events
- Fail-safe transfer for loaded test and exercise functions
- Two programmable inputs / two programmable outputs on main logic board
- RS-485 and Modbus RTU communications
- RJ-45 and Modbus TCP/IP communications

Qty	Description
	ATS KEP Transfer Switch System
1	KEP-DMTC-0800S-NK



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Job Name: City of Tupelo

Includes the following:

Literature Languages	English
Mechanism	Service Entrance
Transition	Programmed
Logic	1500
Voltage	480V / 60 Hz
Poles & Wires	3 Pole/4 Wire, Solid Neutral
Enclosure	Nema 3R
Amps	800 Amps
Connection	Standard
ATS Utility Switching Device	MCCB ET 250-800A
ATS Generator Switching Device	MCSW 100-1200A
IBC Seismic Certification	IBC Seismic Certification
CSA Certification	None
Miscellaneous Acc., Installed	Input/Output Module, Qty 1
Miscellaneous Acc., Installed	Lockable User Interface Cover
Miscellaneous Acc., Installed	Heater, MPAC
Warranty	5-YR COMPREHENSIVE

Distributor Start-Up

Standard startup with 4-hr load bank



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Clarifications

Clarifications

RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off-Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Current Lead Time: Generator 64 – 66 weeks ARO; ATS 17 – 19 weeks ARO. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" period.

Distributor Startup & Freight

A FACTORY TRAINED TECHNICIAN shall perform startup inspection and necessary installation checks and testing per the written specifications once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included and will be completed during normal business hours Monday through Friday 8:00 am to 5:00 pm. We can perform start-ups after hours and weekends at additional cost.

Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

Miscellaneous

Price subject to change if additional drawings or specification information becomes available.

Due to Market Volatility, pricing will be held for 30 Days.

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STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

1.Contract- These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

2.Service, Repair, Maintenance- Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

3.Quotations And Published Prices- Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

3b. SCOPE- Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

4.Taxes- Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority

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determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

5.Payment Terms- Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

6.Delivery- While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

7.Manufacturer's Limited Warranty- The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

8.Disclaimer Of Warranty- LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event,

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regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

9. Incidental, Consequential or Punitive Damages- The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

10. Technical Support- It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

11. Excuse Of Performance- Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

12. Changes- Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

13. Cancellation- Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

14. Default- Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.

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15. Buyer Acceptance- Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

16. Regulatory Laws and/or Standards- The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

17. Non-assignment- No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

18. Billable Services- Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

19. General Provisions- These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

20. Hours of Operation- Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.

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- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE September 27, 2023

SUBJECT: IN THE MATTER OF AWARD OF BID # 2023-044WL FOR B&B SEWER
OUTFALL (SRF) **JT**

Request:

I recommend the following bid award for consideration at your regular meeting on Tuesday, October 3, 2023:

Bid No. 2023-044WL – B&B Sewer Outfall to the lowest qualified bid submitted by Encor, LLC in the amount of \$3,356,603.20 as recommended by Cook Coggin Engineers.

COOK COGGIN ENGINEERS, INC.

CCE 3-09394/BID NO. 2023-044WL

September 26, 2023

Mayor Todd Jordan
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

***TUPELO SRF B&B SEWER REPLACEMENT REBID (CONTRACT C)
BID NO. 2023-044WL, FOR THE CITY OF TUPELO***

Following the receipt and opening of bids on the captioned project, we checked and tabulated the bids. A copy of the Tabulation is enclosed along with the original bids.

ENSCOR, LLC is the lowest of 3 bidders; they submitted a base bid in the amount of \$3,356,603.20.

ENSCOR, LLC is an experienced Contractor with the personnel and resources required to perform the type of work required for this project.

Given the bids on the tabulation and the designated budget, results indicate an award to ENSCOR, LLC in the amount of their bid.

Please advise if you have any concerns.

David Long, P.E.
Project Engineer
davidlong@cookcoggin.com

Copy to: ENSCOR, LLC, Attention: Mr. Jeff Smith, Owner
5566 Commander Drive, Arlington, TN 38802

Enclosed: Bid Tabulation
Original Bids



COOK COGGIN ENGINEERS, INC.

**TUPELO SRF FY 22
B&B SEWER REPLACEMENT RE-BID
SRF PROEJECT NO C280 855-08
BID NO. 2023-036WL
CITY OF TUPELO
CITY HALL- TAX OFFICE
71 EAST TROY STREET
TUPELO, MS 38804
SEPTMEBER, 26TH 2023 @ 10:00 AM**

BID OPENING CONFERENCE – LIST OF ATTENDEES

Participant

Representing

Nathan Vaughan

Argo Construction

Brian Smith

ENSCOR, LLC

Mark Needan

CLE

Stephen H. Reed

COT

7 Macmillan

COI

TABULATION OF BIDS
TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID
CITY OF TUPELO
3-09394



COOK COGGIN ENGINEERS, INC.
703 Crossover Road, Tupelo, MS 38801 (662) 842-7361 / FAX 844-4564

Item # 22.

September 26, 2023 @ 10am City of Tupelo, 71 East Troy St., Tupelo, MS 38804				#12345 ENSCOR, LLC 5566 Commander Drive Arlington, TN 38002		#4370 PAUL SMITHEY CONST. CO., INC. P.O. Box 357 Belden, MS 38826		#08921 ARGO CONSTRUCTION CO., INC. P.O. Box 4117 Cordova, TN 38088	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID									
01 00 00 GENERAL REQUIREMENTS									
1	Construction Record Documents	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 3,195.00	\$ 3,195.00	\$ 6,300.00	\$ 6,300.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 39,405.00	\$ 39,405.00	\$ 25,000.00	\$ 25,000.00
3	Temporary Silt Fence	1,000	LinFt	\$ 3.00	\$ 3,000.00	\$ 7.46	\$ 7,460.00	\$ 3.00	\$ 3,000.00
4	Wattles	100	LinFt	\$ 12.00	\$ 1,200.00	\$ 8.52	\$ 852.00	\$ 15.50	\$ 1,550.00
5	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 79,875.00	\$ 79,875.00	\$ 50,000.00	\$ 50,000.00
31 00 00 EARTHWORK									
6	Seeding & Mulching	10,917	LinFt	\$ 1.00	\$ 10,917.00	\$ 3.73	\$ 40,720.41	\$ 1.50	\$ 16,375.50
7	Riprap, 200lb	180	Ton	\$ 65.00	\$ 11,700.00	\$ 101.18	\$ 18,212.40	\$ 87.75	\$ 15,795.00
32 00 00 EXTERIOR IMPROVEMENTS									
8	Crushed Stone Resurfacing	100	CuYd	\$ 90.00	\$ 9,000.00	\$ 101.18	\$ 10,118.00	\$ 110.00	\$ 11,000.00
33 00 00 UTILITIES									
9	Sewer Line Cleaning	3,335	LinFt	\$ 6.00	\$ 20,010.00	\$ 7.46	\$ 24,879.10	\$ 6.55	\$ 21,844.25
10	Sewer Line Television Inspection	3,335	LinFt	\$ 1.20	\$ 4,002.00	\$ 3.20	\$ 10,672.00	\$ 2.02	\$ 6,736.70
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 1.20	\$ 4,002.00	\$ 3.20	\$ 10,672.00	\$ 2.02	\$ 6,736.70
12	Root Cutting	1,668	LinFt	\$ 4.80	\$ 8,006.40	\$ 6.39	\$ 10,658.52	\$ 5.43	\$ 9,057.24
13	Protruding Tap Removal	6	Each	\$ 300.00	\$ 1,800.00	\$ 452.63	\$ 2,715.78	\$ 285.00	\$ 1,710.00
14	10" CIPP Lining	786	LinFt	\$ 66.00	\$ 51,876.00	\$ 89.46	\$ 70,315.56	\$ 64.50	\$ 50,697.00
15	12" CIPP Lining	1,758	LinFt	\$ 76.00	\$ 133,608.00	\$ 100.11	\$ 175,993.38	\$ 74.50	\$ 130,971.00
16	15" CIPP Lining	450	LinFt	\$ 84.00	\$ 37,800.00	\$ 112.89	\$ 50,800.50	\$ 81.50	\$ 36,675.00
17	Service Reinstatement (CIPP)	22	Each	\$ 1.20	\$ 26.40	\$ 2.13	\$ 46.86	\$ 4.00	\$ 88.00
18	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 5.40	\$ 3,326.40	\$ 6.92	\$ 4,262.72	\$ 6.25	\$ 3,850.00
19	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1,133.00	\$ 657,140.00	\$ 1,052.22	\$ 610,287.60	\$ 840.00	\$ 487,200.00
20	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1,000.00	\$ 100,000.00	\$ 1,020.27	\$ 102,027.00	\$ 680.00	\$ 68,000.00
21	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1,000.00	\$ 100,000.00	\$ 1,020.27	\$ 102,027.00	\$ 650.00	\$ 65,000.00
22	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 5,200.00	\$ 10,400.00	\$ 7,029.00	\$ 14,058.00	\$ 4,900.00	\$ 9,800.00
23	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 7,000.00	\$ 7,000.00	\$ 8,839.50	\$ 8,839.50	\$ 7,300.00	\$ 7,300.00
24	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 4,200.00	\$ 210,000.00	\$ 5,325.00	\$ 266,250.00	\$ 4,800.00	\$ 240,000.00
25	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 4,200.00	\$ 12,600.00	\$ 5,325.00	\$ 15,975.00	\$ 4,500.00	\$ 13,500.00
26	48" Manhole, Extra Depth	185.2	VertFt	\$ 300.00	\$ 55,560.00	\$ 266.25	\$ 49,309.50	\$ 300.00	\$ 55,560.00
27	60" Manhole, Extra Depth	2.7	VertFt	\$ 400.00	\$ 1,080.00	\$ 431.33	\$ 1,164.59	\$ 550.00	\$ 1,485.00
28	Connection to Existing Manhole	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 1,597.50	\$ 3,195.00	\$ 2,100.00	\$ 4,200.00
29	Manhole Abandonment	34	Each	\$ 500.00	\$ 17,000.00	\$ 798.75	\$ 27,157.50	\$ 650.00	\$ 22,100.00

TABULATION OF BIDS
TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID
CITY OF TUPELO
3-09394



COOK COGGIN ENGINEERS, INC.
703 Crossover Road, Tupelo, MS 38801 (662) 842-7361 / FAX 844-4564

Item # 22.

September 26, 2023 @ 10am City of Tupelo, 71 East Troy St., Tupelo, MS 38804				#12345 ENSCOR, LLC 5566 Commander Drive Arlington, TN 38002		#4370 PAUL SMITHEY CONST. CO., INC. P.O. Box 357 Belden, MS 38826		#08921 ARGO CONSTRUCTION CO., INC. P.O. Box 4117 Cordova, TN 38088	
Item No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
30	Manhole Removal	1	Each	\$ 1,000.00	\$ 1,000.00	\$ 1,917.00	\$ 1,917.00	\$ 1,100.00	\$ 1,100.00
31	Elevated GSL Removal	614	LinFt	\$ 10.00	\$ 6,140.00	\$ 31.95	\$ 19,617.30	\$ 17.00	\$ 10,438.00
32	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 500.00	\$ 20,150.00	\$ 479.25	\$ 19,313.78	\$ 1,000.00	\$ 40,300.00
33	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 82.55	\$ 82,962.75	\$ 90.83	\$ 91,284.15	\$ 125.00	\$ 125,625.00
34	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 114.25	\$ 22,507.25	\$ 140.84	\$ 27,745.48	\$ 175.00	\$ 34,475.00
35	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 165.50	\$ 9,930.00	\$ 185.76	\$ 11,145.60	\$ 230.00	\$ 13,800.00
36	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFl	\$ 62.00	\$ 27,404.00	\$ 46.36	\$ 20,491.12	\$ 85.00	\$ 37,570.00
37	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFl	\$ 74.00	\$ 11,988.00	\$ 59.70	\$ 9,671.40	\$ 100.00	\$ 16,200.00
38	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFl	\$ 82.00	\$ 122,016.00	\$ 74.86	\$ 111,391.68	\$ 115.00	\$ 171,120.00
39	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 114.00	\$ 750,690.00	\$ 124.86	\$ 822,203.10	\$ 159.00	\$ 1,047,015.00
40	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 85.00	\$ 3,740.00	\$ 83.22	\$ 3,661.68	\$ 115.00	\$ 5,060.00
41	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 96.00	\$ 38,496.00	\$ 112.69	\$ 45,188.69	\$ 148.00	\$ 59,348.00
42	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFl	\$ 130.00	\$ 152,750.00	\$ 169.93	\$ 199,667.75	\$ 200.00	\$ 235,000.00
43	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFl	\$ 90.00	\$ 9,000.00	\$ 61.92	\$ 6,192.00	\$ 90.00	\$ 9,000.00
44	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFl	\$ 111.00	\$ 11,100.00	\$ 91.39	\$ 9,139.00	\$ 115.00	\$ 11,500.00
45	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFl	\$ 165.00	\$ 95,700.00	\$ 143.31	\$ 83,119.80	\$ 165.00	\$ 95,700.00
46	Top Soil Restoration	4,409	LinFt	\$ 5.00	\$ 22,045.00	\$ 10.65	\$ 46,955.85	\$ 1.50	\$ 6,613.50
47	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFl	\$ 765.00	\$ 192,780.00	\$ 217.86	\$ 54,900.72	\$ 541.90	\$ 136,558.80
48	Concrete Saddle Support	9	Each	\$ 3,500.00	\$ 31,500.00	\$ 2,662.50	\$ 23,962.50	\$ 890.00	\$ 8,010.00
49	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1,625.00	\$ 25,025.00	\$ 1,810.50	\$ 27,881.70	\$ 350.00	\$ 5,390.00
50	10 HP 42 Pile Support	126	LinFl	\$ 450.00	\$ 56,700.00	\$ 745.50	\$ 93,933.00	\$ 700.00	\$ 88,200.00
51	Crushed Stone Foundation Stabilization	149	CuYd	\$ 90.00	\$ 13,410.00	\$ 106.50	\$ 15,868.50	\$ 160.00	\$ 23,840.00
52	Select Borrow Material	490	CuYd	\$ 20.00	\$ 9,800.00	\$ 25.56	\$ 12,524.40	\$ 20.00	\$ 9,800.00
53	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 560.00	\$ 1,680.00	\$ 1,443.08	\$ 4,329.24	\$ 555.00	\$ 1,665.00
54	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 2,241.00	\$ 11,205.00	\$ 3,351.56	\$ 16,757.80	\$ 1,242.00	\$ 6,210.00
55	4" Service Line Connection to Manhole	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 532.50	\$ 1,065.00	\$ 1,000.00	\$ 2,000.00
56	6" Service Line Connection to Manhole	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 639.00	\$ 1,278.00	\$ 1,000.00	\$ 2,000.00
57	4" PVC Cleanout	5	Each	\$ 200.00	\$ 1,000.00	\$ 165.08	\$ 825.40	\$ 285.00	\$ 1,425.00
58	6" PVC Cleanout	2	Each	\$ 1,000.00	\$ 2,000.00	\$ 197.03	\$ 394.06	\$ 400.00	\$ 800.00
59	4" PVC Service Line, Sch. 40	100	LinFl	\$ 26.60	\$ 2,660.00	\$ 17.02	\$ 1,702.00	\$ 40.00	\$ 4,000.00
60	6" PVC Service Line, Sch. 40	60	LinFl	\$ 34.50	\$ 2,070.00	\$ 21.31	\$ 1,278.60	\$ 45.00	\$ 2,700.00
61	Connection to Existing Service	7	Each	\$ 300.00	\$ 2,100.00	\$ 852.00	\$ 5,964.00	\$ 880.00	\$ 6,160.00
TOTAL BASE BID					\$ 3,356,603.20		\$ 3,552,515.22		\$ 3,590,154.69

BID FORM

Proposal of ENSCOR, LLC (hereinafter called "BIDDER"), organized and existing under the Laws of the State of TENNESSEE doing business as LIMITED LIABILITY COMPANY to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

#1 : 9/22/23

*Insert "a corporation", "a partnership", or "an individual" as applicable.

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:

31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to commodities grown, processed, or manufactured within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities grown, processed, or manufactured within this State shall be given preference. A similar preference shall be given to commodities grown, processed, or manufactured within this State whenever purchases are made without competitive bids, and when practical the Office of General Services may by regulation establish reasonable preferential policies for other commodities, giving preference to resident suppliers of this State.

REBISED by Addendum 1

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Bid Form – SRF Sewer

2023.09.20

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Any foreign manufacturing company with a factory in the State and with over fifty (50) employees working in the State shall have preference over any other foreign company where both price and quality are the same, regardless of where the product is manufactured.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

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REBISED by Addendum 1

Bid Form – SRF Sewer

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BASE BID UNIT PRICE ITEMS

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
01 00 00 GENERAL REQUIREMENTS					
1	Construction Record Documents	1	LS	\$ 30,000.00	\$ 30,000.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 35,000.00	\$ 35,000.00
3	Temporary Silt Fence	1,000	LinFt	\$ 3.00	\$ 3,000.00
4	Wattles	100	LinFt	\$ 12.00	\$ 1,200.00
5	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00
31 00 00 EARTHWORK					
6	Seeding & Mulching	10,917	LinFt	\$ 1.00	\$ 10,917.00
7	Riprap, 200lb	180	Ton	\$ 65.00	\$ 11,700.00
32 00 00 EXTERIOR IMPROVEMENTS					
8	Crushed Stone Resurfacing	100	CuYd	\$ 90.00	\$ 9,000.00
33 00 00 UTILITIES					
9	Sewer Line Cleaning	3,335	LinFt	\$ 6.00	\$ 20,010.00
10	Sewer Line Television Inspection	3,335	LinFt	\$ 1.20	\$ 4,002.00
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 1.20	\$ 4,002.00
12	Root Cutting	1,668	LinFt	\$ 4.80	\$ 8,006.40
13	Protruding Tap Removal	6	Each	\$ 300.00	\$ 1,800.00
14	10" CIPP Lining	786	LinFt	\$ 66.00	\$ 51,876.00
15	12" CIPP Lining	1,758	LinFt	\$ 76.00	\$ 133,608.00
16	15" CIPP Lining	450	LinFt	\$ 84.00	\$ 37,800.00
17	Service Reinstatement (CIPP)	22	Each	\$ 1.20	\$ 26.40
18	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 5.40	\$ 3,326.40
19	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1,133.00	\$ 657,140.00
20	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1,000.00	\$ 100,000.00

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Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1000.00	\$ 100,000.00
22	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 5200.00	\$ 10400.00
23	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 7000.00	\$ 7000.00
24	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 4200.00	\$ 210,000.00
25	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 4200.00	\$ 12600.00
26	48" Manhole, Extra Depth	185.2	VertFt	\$ 300.00	\$ 55560.00
27	60" Manhole, Extra Depth	2.7	VertFt	\$ 400.00	\$ 1080.00
28	Connection to Existing Manhole	2	Each	\$ 1000.00	\$ 2000.00
29	Manhole Abandonment	34	Each	\$ 500.00	\$ 17000.00
30	Manhole Removal	1	Each	\$ 1000.00	\$ 1000.00
31	Elevated GSL Removal	614	LinFt	\$ 10.00	\$ 6140.00
32	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 500.00	\$ 20150.00
33	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 82.55	\$ 82962.75
34	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 114.25	\$ 22507.25
35	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 165.50	\$ 9930.00
36	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 62.00	\$ 27404.00
37	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 74.00	\$ 11988.00
38	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 82.00	\$ 122016.00
39	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 114.00	\$ 750,690.00
40	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 85.00	\$ 3740.00
41	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 96.00	\$ 38496.00
42	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 130.00	\$ 152,750.00
43	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 90.00	\$ 9000.00
44	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 111.00	\$ 11100.00
45	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 165.00	\$ 95700.00
46	Top Soil Restoration	4,409	LinFt	\$ 5.00	\$ 22045.00
47	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 765.00	\$ 192,780.00

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
48	Concrete Saddle Support	9	Each	\$ 3500.00	\$ 31500.00
49	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1625.00	\$ 25025.00
50	10 HP 42 Pile Support	126	LinFt	\$ 450.00	\$ 56700.00
51	Crushed Stone Foundation Stabilization	149	CuYd	\$ 90.00	\$ 13410.00
52	Select Borrow Material	490	CuYd	\$ 20.00	\$ 9800.00
53	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 560.00	\$ 1680.00
54	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 2241.00	\$ 11205.00
55	4" Service Line Connection to Manhole	2	Each	\$ 1000.00	\$ 2000.00
56	6" Service Line Connection to Manhole	2	Each	\$ 1000.00	\$ 2000.00
57	4" PVC Cleanout	5	Each	\$ 200.00	\$ 1000.00
58	6" PVC Cleanout	2	Each	\$ 1000.00	\$ 2000.00
59	4" PVC Service Line, Sch. 40	100	LinFt	\$ 26.60	\$ 2660.00
60	6" PVC Service Line, Sch. 40	60	LinFt	\$ 34.50	\$ 2070.00
61	Connection to Existing Service	7	Each	\$ 300.00	\$ 2100.00
TOTAL BASE BID PRICE					\$ 3,356,603.20

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ 5% OF BID AMOUNT) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

 Resident Contractor ✓ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 26 day of September, 2023

By

 Jeff C. Oat, OWNER
Title

Company ENSCOR, LLC

Address 5566 COMMANDER, ARLINGTON, TN 38002

Phone 901-867-2297

Employer Identification No. 58-2498528

Email Address JEFF@ENSCOR.NET

SEAL (If bid is by a corporation.)

12-4-802. Allowance of bidding preferences — Reciprocity. —

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

[Acts 1990, ch. 1062, § 3.]

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ENSCOR, LLC
as Principal, and Travelers Casualty and Surety Company of America
as Surety, are hereby held and firmly bound unto City of Tupelo
as owner in the penal sum of Five Percent of amount bid (5%)

_____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed, this 26th day of September, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter into contract in writing, for the TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID,
SRF PROJECT NO. C280 855-08.-

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no

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REVISED by Addendum 1
Bid Bond – SRF Sewer

2023.09.21

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event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By: ENSCOR, LLC (L.S.)
Principal

Travelers Casualty and Surety Company of America
Surety

SEAL

By: Cooper W. Permenter
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

REVISED by Addendum 1

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Bid Bond - SRF Sewer

2023.09.21

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Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **COOPER W PERMENTER** of **OXFORD**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **September**, **2023**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENTProject No: TUPELO SRF FY22 B&B SEWER REPLACEMENT REBIDTermini: CITY OF TUPELO, SRF PROJECT C280-855-08Prime Consultant: ENSCO, LLC

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

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

58-2498528

EEV* Company Identification Number [Required]

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

BY: [Signature]
Authorized Officer or AgentSEPTEMBER 26, 2023
DateJEFF SMITH
Printed Name of Authorized Officer or AgentOWNER
Title of Authorized Officer or Agent of Contractor / ConsultantSWORN TO AND SUBSCRIBED before me on this the 26 day of SEPTEMBER, 20 23.

[Signature]
NOTARY PUBLIC
My Commission Expires: OCT 25, 2026

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

REVISED by Addendum 1

Paul Smithey Construction Company, Inc.
PO Box 357
Belden, MS 38826

Certificate of Responsibility Number
04370-MC

Bid To: City of Tupelo
71 East Troy St.
Tupelo, MS
Lee County, MS

Bid For: Tupelo SRF FY22
B&B Sewer Replacement REBID
SRF Project No. C280-855-08

BID BOND

**Paul Smithey Construction
Co., Inc.**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Co., Inc.
as Principal, and The Gray Casualty & Surety Company

as Surety, are hereby held and firmly bound unto City of Tupelo

as owner in the penal sum of Five Percent of amount bid (5%)

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 26th day of Septemeber, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to **CITY OF TUPELO** a certain Bid, attached hereto and hereby made a part hereof to enter into contract in writing, for the **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID,**
SRF PROJECT NO. C280 855-08.-

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no

REVISED by Addendum 1
Bid Bond – SRF Sewer

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event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Paul Smithy Construction Co., Inc.

 (L.S.)
Principal

The Gray Casualty & Surety Company

Surety

SEAL

By: 
Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

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Bid Bond - SRF Sewer

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Harris Madden Powell Stallings and Brown
09/21/2023 10:42 2595096023322

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

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: Paul Smithey Construction Co., Inc.

Project: Tupelo SRF FY22 B&B Sewer Replacement Rebid, SRF Project No. C280 855-08

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

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

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



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

Leigh Anne Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26th day of September, 2023.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26th day of September, 2023.

Leigh Anne Henican



BID FORM

Proposal of Paul Smithy Const. Co., Inc. (hereinafter called "BIDDER"), organized and existing under the Laws of the State of Mississippi doing business as a Corporation * to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

Addendum 1

*Insert "a corporation", "a partnership", or "an individual" as applicable.

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:

31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to commodities grown, processed, or manufactured within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities grown, processed, or manufactured within this State shall be given preference. A similar preference shall be given to commodities grown, processed, or manufactured within this State whenever purchases are made without competitive bids, and when practical the Office of General Services may by regulation establish reasonable preferential policies for other commodities, giving preference to resident suppliers of this State.

REBISED by Addendum 1

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Bid Form – SRF Sewer

2023.09.20

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Any foreign manufacturing company with a factory in the State and with over fifty (50) employees working in the State shall have preference over any other foreign company where both price and quality are the same, regardless of where the product is manufactured.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

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REBISED by Addendum 1
Bid Form – SRF Sewer

2023.09.20

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BASE BID UNIT PRICE ITEMS

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
01 00 00 GENERAL REQUIREMENTS					
1	Construction Record Documents	1	LS	\$ 3,195.00	\$ 3,195.00
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 39,405.00	\$ 39,405.00
3	Temporary Silt Fence	1,000	LinFt	\$ 7.46	\$ 7,460.00
4	Wattles	100	LinFt	\$ 8.52	\$ 852.00
5	Mobilization	1	LS	\$ 79,875.00	\$ 79,875.00
31 00 00 EARTHWORK					
6	Seeding & Mulching	10,917	LinFt	\$ 3.73	\$ 40,720.41
7	Riprap, 200lb	180	Ton	\$ 101.18	\$ 18,212.40
32 00 00 EXTERIOR IMPROVEMENTS					
8	Crushed Stone Resurfacing	100	CuYd	\$ 101.18	\$ 10,118.00
33 00 00 UTILITIES					
9	Sewer Line Cleaning	3,335	LinFt	\$ 7.46	\$ 24,879.10
10	Sewer Line Television Inspection	3,335	LinFt	\$ 3.20	\$ 10,672.00
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 3.20	\$ 10,672.00
12	Root Cutting	1,668	LinFt	\$ 6.39	\$ 10,658.52
13	Protruding Tap Removal	6	Each	\$ 452.63	\$ 2,715.78
14	10" CIPP Lining	786	LinFt	\$ 89.46	\$ 70,315.56
15	12" CIPP Lining	1,758	LinFt	\$ 100.11	\$ 175,993.38
16	15" CIPP Lining	450	LinFt	\$ 112.89	\$ 50,800.50
17	Service Reinstatement (CIPP)	22	Each	2.13	46.86
18	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 6.92	\$ 4,262.72
19	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 1,052.22	\$ 610,287.60
20	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 1,020.27	\$ 102,027.00

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Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 1,020.27	\$ 102,027.00
22	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 7,029.00	\$ 14,058.00
23	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 8,839.50	\$ 8,839.50
24	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 5,325.00	\$ 266,250.00
25	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 5,325.00	\$ 15,975.00
26	48" Manhole, Extra Depth	185.2	VertFt	\$ 266.25	\$ 49,309.50
27	60" Manhole, Extra Depth	2.7	VertFt	\$ 431.33	\$ 1,164.60
28	Connection to Existing Manhole	2	Each	\$ 1,597.50	\$ 3,195.00
29	Manhole Abandonment	34	Each	\$ 798.75	\$ 27,157.50
30	Manhole Removal	1	Each	\$ 1,917.00	\$ 1,917.00
31	Elevated GSL Removal	614	LinFt	\$ 31.95	\$ 19,617.30
32	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 479.25	\$ 19,313.78
33	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 90.83	\$ 91,284.15
34	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 140.84	\$ 27,745.48
35	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 185.76	\$ 11,145.60
36	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 46.36	\$ 20,491.12
37	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 59.70	\$ 9,671.40
38	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 74.86	\$ 111,391.68
39	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 124.86	\$ 822,203.10
40	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 83.22	\$ 3,661.68
41	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 112.69	\$ 45,188.69
42	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 169.93	\$ 199,667.75
43	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 61.92	\$ 6,192.00
44	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 91.39	\$ 9,139.00
45	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 143.31	\$ 83,119.80
46	Top Soil Restoration	4,409	LinFt	\$ 10.65	\$ 46,955.85
47	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 217.86	\$ 54,900.72

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Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
48	Concrete Saddle Support	9	Each	\$ 2,662.50	\$ 23,962.50
49	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 1,810.50	\$ 27,881.70
50	10 HP 42 Pile Support	126	LinFt	\$ 745.50	\$ 93,933.00
51	Crushed Stone Foundation Stabilization	149	CuYd	\$ 106.50	\$ 15,868.50
52	Select Borrow Material	490	CuYd	\$ 25.56	\$ 12,524.40
53	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 1,443.08	\$ 4,329.24
54	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 3,351.56	\$ 16,757.80
55	4" Service Line Connection to Manhole	2	Each	\$ 532.50	\$ 1,065.00
56	6" Service Line Connection to Manhole	2	Each	\$ 639.00	\$ 1,278.00
57	4" PVC Cleanout	5	Each	\$ 165.08	\$ 825.40
58	6" PVC Cleanout	2	Each	\$ 197.03	\$ 394.06
59	4" PVC Service Line, Sch. 40	100	LinFt	\$ 17.02	\$ 1,702.00
60	6" PVC Service Line, Sch. 40	60	LinFt	\$ 21.31	\$ 1,278.60
61	Connection to Existing Service	7	Each	\$ 852.00	\$ 5,964.00
TOTAL BASE BID PRICE					\$ 3,552,515.23

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

X Resident Contractor _____ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 26th day of September, 2023.

By


Title President

Company Paul Smith Const. Co. Inc.

Address PO Box 357 Belden, MS 38826

Phone 662-844-0794

Employer Identification No. 64-0727854

Email Address PaulSmithConst@a11.net

SEAL (If bid is by a corporation.)

REBISED by Addendum 1

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Bid Form – SRF Sewer

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Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENTProject No: TUPELO SRF FY22 B&B SEWER REPLACEMENT REBIDTermini: CITY OF TUPELO, SRF PROJECT C280-855-08

Prime Consultant: _____

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

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

459901

EEV* Company Identification Number [Required]

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

BY: Wesley Nelson
Authorized Officer or Agent9-26-23
DateWesley Nelson
Printed Name of Authorized Officer or AgentPresident
Title of Authorized Officer or Agent of Contractor / ConsultantSWORN TO AND SUBSCRIBED before me on this the 26th day of September, 2023.Marjorie Randall
NOTARY PUBLIC
My Commission Expires: 5-30-25

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

REVISED by Addendum 1

ATTACHMENT 2 SAMPLE STEP CERTIFICATION

(Company Letterhead)

Date 9-26-23

Company Name Paul Smith Construction Co., Inc

Company Address PO Box 357

City, State Zip Beldan, MS 38824

Subject: American Iron and Steel Step Certification for WPCRLF Project No. SRF
C280 25-08

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated by Section 436 of the Consolidated Appropriations Act, 2014 (P.L. 113-76).

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Contractor's American Iron and Steel Act Certification

The Contractor acknowledges to and for the benefit of Owner that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Loan Fund (WPCRLF) that have requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the WPCRLF).

Wesley Nelson
Prime or Subcontractor's Name

 9-26-23
Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.

BID FORM

Proposal of Argo Construction Corp. (hereinafter called "BIDDER"), organized and existing under the Laws of the State of Tennessee doing business as a Corporation * to the **CITY OF TUPELO**, (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of **TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280 855-08** in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 240 consecutive calendar days. BIDDER further agrees to pay as liquidated damages in the amount of \$500.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA

#1 9.21.23

*Insert "a corporation", "a partnership", or "an individual" as applicable.

SECTION 72. Section 31-7-15, Mississippi Code of 1972, is amended as follows:

31-7-15. Whenever two (2) or more competitive bids are received, one or more of which relates to commodities grown, processed, or manufactured within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities grown, processed, or manufactured within this State shall be given preference. A similar preference shall be given to commodities grown, processed, or manufactured within this State whenever purchases are made without competitive bids, and when practical the Office of General Services may by regulation establish reasonable preferential policies for other commodities, giving preference to resident suppliers of this State.

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Bid Form – SRF Sewer

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Any foreign manufacturing company with a factory in the State and with over fifty (50) employees working in the State shall have preference over any other foreign company where both price and quality are the same, regardless of where the product is manufactured.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

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BASE BID UNIT PRICE ITEMS

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
01 00 00 GENERAL REQUIREMENTS					
1	Construction Record Documents	1	LS	\$ 6,300 ⁻	\$ 6,300 ⁻
2	BNSF Railroad General & Flagging Requirements	1	LS	\$ 25,000 ⁻	\$ 25,000 ⁻
3	Temporary Silt Fence	1,000	LinFt	\$ 3 ⁻	\$ 3,000 ⁻
4	Wattles	100	LinFt	\$ 15 ⁵⁰	\$ 1,550 ⁻
5	Mobilization	1	LS	\$ 50,000 ⁻	\$ 50,000 ⁻
31 00 00 EARTHWORK					
6	Seeding & Mulching	10,917	LinFt	\$ 1 ⁵⁰	\$ 16,375 ⁵⁰
7	Riprap, 200lb	180	Ton	\$ 87 ⁷⁵	\$ 15,795 ⁻
32 00 00 EXTERIOR IMPROVEMENTS					
8	Crushed Stone Resurfacing	100	CuYd	\$ 110 ⁻	\$ 11,000 ⁻
33 00 00 UTILITIES					
9	Sewer Line Cleaning	3,335	LinFt	\$ 6 ⁵⁵	\$ 21,844 ²⁵
10	Sewer Line Television Inspection	3,335	LinFt	\$ 2 ⁰²	\$ 6,736 ⁷⁰
11	Sewer Line Smoke Testing	3,335	LinFt	\$ 2 ⁰²	\$ 6,736 ⁷⁰
12	Root Cutting	1,668	LinFt	\$ 5 ⁴³	\$ 9,057 ²⁴
13	Protruding Tap Removal	6	Each	\$ 285 ⁻	\$ 1,710 ⁻
14	10" CIPP Lining	786	LinFt	\$ 64 ⁵⁰	\$ 50,697 ⁻
15	12" CIPP Lining	1,758	LinFt	\$ 74 ⁵⁰	\$ 130,971 ⁻
16	15" CIPP Lining	450	LinFt	\$ 81 ⁵⁰	\$ 36,675 ⁻
17	Service Reinstatement (CIPP)	22	Each	\$ 4 ⁻	\$ 88 ⁻
18	Post Construction CCTV Inspection (New GSL per 33 31 01. This item does not apply to Pre/Post CCTV for CIPP Lining 33 01 31-72)	616	LinFt	\$ 6 ²⁵	\$ 3,850 ⁻
19	30" x 0.375" Bored Steel Encasement (Dry Method) for 18" GSL @ Roadway Crossing	580	LinFt	\$ 840 ⁻	\$ 487,200 ⁻
20	20" x 0.344" Bored Steel Encasement (Dry Method) for 12" GSL @ Railroad Crossing	100	LinFt	\$ 680 ⁻	\$ 68,000 ⁻

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
21	18" x 0.281" Bored Steel Encasement (Dry Method) for 8" GSL @ Railroad Crossing	100	LinFt	\$ 650 ⁻	\$ 65,000 ⁻
22	48" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	2	Each	\$ 4,900 ⁻	\$ 9,800 ⁻
23	60" Manhole Replacement, 0-6' (Sealed Lid) (Includes Ex. MH Removal)	1	Each	\$ 7,300 ⁻	\$ 7,300 ⁻
24	48" Manhole, 0-6' (Vented Lid)	50	Each	\$ 4,800 ⁻	\$ 240,000 ⁻
25	48" Manhole, 0-6' (Sealed Lid)	3	Each	\$ 4,500 ⁻	\$ 13,500 ⁻
26	48" Manhole, Extra Depth	185.2	VertFt	\$ 300 ⁻	\$ 55,560 ⁻
27	60" Manhole, Extra Depth	2.7	VertFt	\$ 550 ⁻	\$ 1,485 ⁻
28	Connection to Existing Manhole	2	Each	\$ 2,100 ⁻	\$ 4,200 ⁻
29	Manhole Abandonment	34	Each	\$ 650 ⁻	\$ 22,100 ⁻
30	Manhole Removal	1	Each	\$ 1,100 ⁻	\$ 1,100 ⁻
31	Elevated GSL Removal	614	LinFt	\$ 17 ⁻	\$ 10,438 ⁻
32	Flowable Fill Grout for GSL Abandonment	40.3	CuYd	\$ 1,000 ⁻	\$ 40,300 ⁻
33	12" SDR 26 Gravity Sewer Line Replacement, All Depths	1,005	LinFt	\$ 125 ⁻	\$ 125,625 ⁻
34	18" PS 115 Gravity Sewer Line Replacement, All Depths	197	LinFt	\$ 175 ⁻	\$ 34,475 ⁻
35	21" PS 115 Gravity Sewer Line Replacement, All Depths	60	LinFt	\$ 230 ⁻	\$ 13,800 ⁻
36	8" SDR 26 Gravity Sewer Line, All Depths	442	LinFt	\$ 85 ⁻	\$ 37,570 ⁻
37	10" SDR 26 Gravity Sewer Line, All Depths	162	LinFt	\$ 100 ⁻	\$ 16,200 ⁻
38	12" SDR 26 Gravity Sewer Line, All Depths	1,488	LinFt	\$ 115 ⁻	\$ 171,120 ⁻
39	18" PVC PS115 Gravity Sewer Line, All Depths	6,585	LinFt	\$ 159 ⁻	\$ 1,047,015 ⁻
40	8" Ductile Iron Pipe Gravity Sewer Line	44	LinFt	\$ 115 ⁻	\$ 5,060 ⁻
41	12" Ductile Iron Pipe Gravity Sewer Line	401	LinFt	\$ 148 ⁻	\$ 59,348 ⁻
42	18" Ductile Iron Pipe Gravity Sewer Line	1,175	LinFt	\$ 200 ⁻	\$ 235,000 ⁻
43	8" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 90 ⁻	\$ 9,000 ⁻
44	12" Ductile Iron Pipe Gravity Sewer Line thru Encasement	100	LinFt	\$ 115 ⁻	\$ 11,500 ⁻
45	18" Ductile Iron Pipe Gravity Sewer Line thru Encasement	580	LinFt	\$ 165 ⁻	\$ 95,700 ⁻
46	Top Soil Restoration	4,409	LinFt	\$ 1 ⁵⁰	\$ 6,613 ⁵⁰
47	18" Ductile Iron Pipe Gravity Sewer Line (Elevated Long Span Pipe @ Creek Crossings)	252	LinFt	\$ 541 ⁹⁰	\$ 136,558 ⁸⁰

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
48	Concrete Saddle Support	9	Each	\$ 890 ⁻	\$ 8,010 ⁻
49	Concrete for Pile (10 HP 42) Support	15.4	CuYd	\$ 350 ⁻	\$ 5,390 ⁻
50	10 HP 42 Pile Support	126	LinFt	\$ 700 ⁻	\$ 88,200 ⁻
51	Crushed Stone Foundation Stabilization	149	CuYd	\$ 160 ⁻	\$ 23,840 ⁻
52	Select Borrow Material	490	CuYd	\$ 20 ⁻	\$ 9,800 ⁻
53	12"x4" or 6" PVC Tee or Wye	3	Each	\$ 555 ⁻	\$ 1,665 ⁻
54	18"x4" or 6" PVC Tee or Wye	5	Each	\$ 1,242 ⁻	\$ 6,210 ⁻
55	4" Service Line Connection to Manhole	2	Each	\$ 1,000 ⁻	\$ 2,000 ⁻
56	6" Service Line Connection to Manhole	2	Each	\$ 1,000 ⁻	\$ 2,000 ⁻
57	4" PVC Cleanout	5	Each	\$ 285 ⁻	\$ 1,425 ⁻
58	6" PVC Cleanout	2	Each	\$ 400 ⁻	\$ 800 ⁻
59	4" PVC Service Line, Sch. 40	100	LinFt	\$ 40 ⁻	\$ 4,000 ⁻
60	6" PVC Service Line, Sch. 40	60	LinFt	\$ 45 ⁻	\$ 2,700 ⁻
61	Connection to Existing Service	7	Each	\$ 880 ⁻	\$ 6,160 ⁻
TOTAL BASE BID PRICE				\$ 3,590,154 ⁶⁹	

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 15 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The Bid Bond attached in the sum of 5%

Dollars, (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. Bidder hereby certifies that he is a:

(See Information for Bidders)

Resident Contractor X Non-Resident Contractor

Respectfully submitted this the 26TH day of SEPTEMBER, 2023.

By

Title JOHN A. BRYANT II / PRESIDENT

Company ARGO CONSTRUCTION CORPORATION

Address P.O. Box 4117 Cordova, TN 38008-4117

Phone (901) 758-3673

Employer Identification No. 62-1130585

Email Address JBRYANT@ARGOCONSTRUCTIONCORP.COM

SEAL (If bid is by a corporation.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Argo Construction Corporation
 as Principal, and Travelers Casualty and Surety Company of America
 as Surety, are hereby held and firmly bound unto City of Tupelo
 as owner in the penal sum of Five Percent (5%) of Amount Bid

_____ for the payment of which, well
 and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
 administrators, successors and assigns.

Signed, this 26th day of September, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF TUPELO a certain Bid, attached hereto and hereby made a part hereof to enter
 into contract in writing, for the TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID,
SRF PROJECT NO. C280 855-08.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract
 in the Form of Contract attached hereto (properly completed in accordance with
 said Bid) and shall furnish a bond for his faithful performance of said contract,
 and for the payment of all persons performing labor or furnishing materials in
 connection therewith, and shall in all other respects perform the agreement
 created by the acceptance of said Bid, then this obligation shall be void,
 otherwise the same remain in force and effect; it being expressly understood and
 agreed that the liability of the Surety for any and all claims hereunder shall, in no

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REVISED by Addendum 1

Bid Bond – SRF Sewer

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event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Argo Construction Corporation

(L.S.)

Principal

JOHN A. BRYANT II / PRESIDENT

Travelers Casualty and Surety Company of America

Surety

SEAL

By:

Matthew J. Lammell, Attorney-in-Fact and Mississippi Nonresident Agent

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Countersigned By:

Trina Cobb, Attorney-in-Fact and Mississippi Resident Agent

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

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REVISED by Addendum 1
Bid Bond - SRF Sewer

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Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Matthew J. Lammel** of **MEMPHIS, Tennessee**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **September, 2023**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

C

West's Tennessee Code Annotated

Title 12. Public Property, Printing and Contracts

 . Public Contracts . **Bidding Preferences**→ **§ 12-4-802. Reciprocal preferences**

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a **preference** to a resident contractor of that state, a like reciprocal **preference** is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a **preference** to a resident contractor of that state.

CREDIT(S)

LIBRARY REFERENCES

Key Numbers



Westlaw Key Number Search: 316Ak5.1.

Corpus Juris Secundum

to .

T. C. A. § 12-4-802, TN ST § 12-4-802

Current with laws from the 2009 First Reg. Sess., eff. through April 15, 2009.

(c) 2009 Thomson Reuters

END OF DOCUMENT

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENTProject No: TUPELO SRF FY22 B&B SEWER REPLACEMENT REBIDTermini: CITY OF TUPELO, SRF PROJECT C280-855-08Prime Consultant: ARGO CONSTRUCTION CORPORATION

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

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

135868
EEV* Company Identification Number [Required]

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

BY: [Signature]
Authorized Officer or Agent

SEPTEMBER 26, 2023
Date

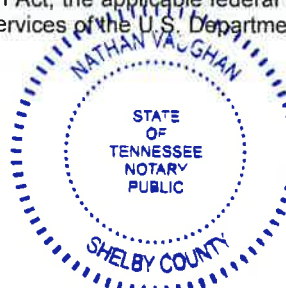
JOHN A. BRYANT II
Printed Name of Authorized Officer or Agent

PRESIDENT
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 25th day of September, 2023.

[Signature]
NOTARY PUBLIC My Commission Expires
My Commission Expires: February 23, 2025

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



REVISED by Addendum 1

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ADDENDUM NO. 1
TO THE
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
TUPELO SRF FY22 B&B SEWER REPLACEMENT REBID, SRF PROJECT NO. C280-855-08
FOR
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

This Addendum No. 1 supersedes and takes precedence over the "CONSTRUCTION PLANS," "SPECIFICATIONS" and "CONTRACT DOCUMENTS" for TUPELO SRF FY 22 B&B SEWER REPLACEMENT REBID dated SEPTEMBER 2023, and shall remain in full force except as herein amended.

CONTRACT DOCUMENTS

1. REPLACE bound "00 41 43 BID FORM" with attached "00 41 43 Bid Form", marked "REVISED by Addendum 1".

Added pay item for 10" CIPP Lining and revised pay item numbers and some quantities.

2. REPLACE bound "00 43 13 BID BOND" with attached "00 43 13 Bid Bond", marked "REVISED by Addendum 1".

Added "Rebid" to project name.

3. REPLACE bound "00 45 00 EEV" with attached "00 45 00 EEV", marked "REVISED by Addendum 1".


Added "Rebid" to project name.

SPECIFICATIONS

4. No burning will be allowed within the City Limits of Tupelo for clearing and grubbing debris.

5. Romac "CB" Sewer Saddles or Inserta Tees will be considered acceptable in lieu of 12" and 18" tee/wye fittings for sewer service connections to new gravity sewer lines.

This the 21st day of September, 2023.


David Long, P.E.
Project Engineer



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE September 28, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF THE TRAFFIC COMMITTEE
MINUTES OF SEPTEMBER 21, 2023 **JT**

Request:

Attached for your review and approval are the Tupelo Traffic Committee summary and minutes from our meeting on September 21, 2023.

Memo

To: Tupelo City Council

From: Tupelo Traffic Committee

Subject: Review/Approve Traffic Committee Minutes of September 21, 2023

Date: September 28, 2023

Attached are the minutes of the Traffic Committee Meeting on September 21, 2023. The following is a summary of their actions.

Old Business:

1. A request from Mr. Jack Foster, 1018 Ridgepark Drive, Tel. 662-231-4095, jbfoster67@gmail.com, for the installation of a 4-way stop at Jeff Homan Blvd and Graham Drive (currently a 2-way stop on Graham Drive).

Action: Denied

2. A request from Ms. Bridgett Betts, Dynasty College at 449 N. Front Street, Tel. 662-841-0710, for the following:
 - a) A reduction of the speed limit to 30 mph near the entrance to the Dynasty College parking lot
 - b) Signs and flashing lights on the north and south sides of the entrance, warning drivers that they are in a school zone
 - c) A crosswalk on Front Street from the school's parking lot to the public parking lot, north of the Tupelo Police Department
 - d) Permission for students to park in the public parking lot north of the Tupelo Police Department.

Action: Denied (a), (b), and (c). Approved (d) if okay with TPD.

New Business

1. A request from Mr. Jessie King, 1184 Indian Trail, Tel. 662-842-3948, for the installation of "No Parking" signs on both sides of Indian Trail up to Hilda Avenue.

Action: Approved

2. A request from Ms. Daijah Thompson, 505 Perry Avenue, Tel. 662-322-6226, for the installation of "Children At Play" signs on Perry Avenue.

Action: Approved

3. A request from Mr. John Gaston, 1764 Columbine Drive, Tel. 662-401-0048, for the installation of speed tables on Columbine Drive.

Action: Does not qualify

4. A request from Mr. Trae Belk, 814 West Bay Circle, Tel. 662-231-9173, for the installation of speed tables on Mahogany Drive (Wildwood Subdivision).

Action: Postponed

5. A request from Mr. Kenneth McNeal, 1251 Dogwood Drive, Tel. 662-255-9894, for the installation of speed tables or multiple stop signs on Dogwood Drive to slow down traffic.

Action: Denied

6. A request from Mr. Cal Smith, 1218 Marshall Street, Tel. 662-841-0800, for the installation of the following on Marshall Street:
 - a) Three (3) speed tables
 - b) Two (2) speed limit signs
 - c) Two (2) "Children At Play" signs

Action: Approved

7. A request from Mr. Martin Herman, President of Spring Lake HOA, Tel. 901-219-9202, for the installation of additional speed limit signs on Columbine Drive, Dogwood Drive and Spring Lake Drive.

Action: No action needed

8. A request from Mr. Lonn Richardson, Cedar Pointe HOA, Tel. 662-610-1258, for the installation of a "No Parking Zone" around the pool area on Arlington Drive.

Action: Approved

9. A request from Mr. Jimmy Blaylock for the installation of a traffic signal at the intersection of Green Street and Elliott Street.

Action: Postponed

10. A request from Councilman Buddy Palmer for the installation of "Deer Crossing" signs on Veterans, from Main Street to Hamm Street.

Tupelo City Council
September 28, 2023
Page 3

Action: Approved

11. A request from Mr. Larry Sanders, 2326 Camelot Drive, for the installation of “No Big Trucks” signs.

Action: Postponed

12. A request from Ms. Makaela Curbow, 2411 William Drive, Tel. 662-687-4443, for the installation of “Slow – Children At Play” or “Autistic Child Area” on William Drive.

Action: Approved “Children At Play” signs

13. A request from Mr. Johnny Timmons, TW&L Manager, to change the turn lanes on Kirkwood Road.

Action: Denied

MINUTES OF THE TUPELO TRAFFIC COMMITTEE SEPTEMBER 21, 2023

A regular meeting of the Tupelo Traffic Committee was held on September 21, 2023, at 9:00 am in the 3rd floor conference room at City Hall. Members present were Mr. Dennis Bonds, Mr. Norman Cruse, Officer Patrick Johnson, Ms. Laura Kramer, and Mr. Barton Wynn. Mr. Brent Spears was present to represent the Public Works Department. Mr. Michael Montgomery, Mr. Emmitt Foster and Mr. Mike Williams were absent.

Audience members were Mr. Johnny Timmons, Manager TW&L, Mr. Don Lewis, COO, Mr. Chuck Williams, Public Works Director, Officer Jeffery Griffin and Mrs. Janet Gaston, Councilwoman Ward 6.

Call to Order

The meeting was called to order by Mr. Dennis Bonds.

Old Business

1. **A request from Mr. Jack Foster, 1018 Ridgepark Drive, Tel. 662-231-4095, jbfoster67@gmail.com, for the installation of a 4-way stop at Jeff Homan Blvd and Graham Drive (currently a 2-way stop on Graham Drive).**

Officer Johnson noted that the TPD only has a few crash reports at this intersection. Therefore, Mr. Dennis Bonds made a motion to deny this request. Mr. Barton Wynn seconded the motion and it passed unanimously.

2. **A request from Ms. Bridgett Betts, Dynasty College at 449 N. Front Street, Tel. 662-841-0710, for the following:**
 - a) **A reduction of the speed limit to 30 mph near the entrance to the Dynasty College parking lot**
 - b) **Signs and flashing lights on the north and south sides of the entrance, warning drivers that they are in a school zone**
 - c) **A crosswalk on Front Street from the school's parking lot to the public parking lot, north of the Tupelo Police Department**
 - d) **Permission for students to park in the public parking lot north of the Tupelo Police Department.**

Mr. Dennis Bonds made a motion to deny parts (a), (b) and (c) and approve part (d) if it is okay with the TPD. Ms. Laura Kramer seconded the motion and it passed unanimously.

New Business

1. **A request from Mr. Jessie King, 1184 Indian Trail, Tel. 662-842-3948, for the installation of "No Parking" signs on both sides of Indian Trail up to Hilda Avenue.**

Mr. Dennis Bonds made a motion to approve this request which was seconded by Mr. Norman Cruse. The motion passed unanimously.

2. **A request from Ms. Daijah Thompson, 505 Perry Avenue, Tel. 662-322-6226, for the installation of “Children At Play” signs on Perry Avenue.**

Mr. Norman Cruse made a motion to approve this request. Officer Patrick Johnson seconded the motion and it passed unanimously.

3. **A request from Mr. John Gaston, 1764 Columbine Drive, Tel. 662-401-0048, for the installation of speed tables on Columbine Drive.**

Mr. Dennis Bonds noted that Columbine Drive is classified as a Local Road and does not qualify for speed tables.

4. **A request from Mr. Trae Belk, 814 West Bay Circle, Tel. 662-231-9173, for the installation of speed tables on Mahogany Drive (Wildwood Subdivision).**

Mr. Dennis Bonds noted that Mahogany Drive is classified as a residential street and is eligible for speed tables. He also noted that there is not an established HOA in this neighborhood. Several members voiced concerns about the length of the street and if there is an actual speeding problem. Mr. Bonds then made a motion to postpone this item until further information could be obtained from Mr. Belk. The motion was seconded by Mr. Barton Wynn and it passed unanimously.

5. **A request from Mr. Kenneth McNeal, 1251 Dogwood Drive, Tel. 662-255-9894, for the installation of speed tables or multiple stop signs on Dogwood Drive to slow down traffic.**

Mr. Dennis Bonds noted that Dogwood Drive is classified as a residential street and is eligible for speed tables. He also noted that the MUTCD does not allow stop signs to be placed for speed control. Mr. Bonds stated that these types of requests should come from the Homeowner's Association in neighborhoods where one is established and active. Therefore, he made a motion to deny both parts of this request and allow the HOA to request if desired. Ms. Laura Kramer seconded the motion and it passed unanimously.

6. **A request from Mr. Cal Smith, 1218 Marshall Street, Tel. 662-841-0800, for the installation of the following on Marshall Street:**

- a) **Three (3) speed tables**
- b) **Two (2) speed limit signs**
- c) **Two (2) “Children At Play” signs**

Mr. Dennis Bonds noted that Marshall Street is classified as a residential street and is eligible for speed tables. He also noted that there is not an HOA established in this neighborhood. Mr. Cal Smith provided a completed petition with the required signatures. (See attachment “A”.) Mr. Norman Cruse made a motion to approve the installation of two (2) speed tables, two (2) speed limit signs (20 mph) and two (2) “Children At Play” signs. Mr. Brent Spears seconded the motion and it passed unanimously.

7. **A request from Mr. Martin Herman, President of Spring Lake HOA, Tel. 901-219-9202, for the installation of additional speed limit signs on Columbine Drive, Dogwood Drive and Spring Lake Drive.**

Mr. Chuck Williams, Public Works Director, noted that these types of requests, if there's no change to the existing speed limit, can be made directly to the Public Works Department. Therefore, no action was needed by the Traffic Committee.

8. **A request from Mr. Lonn Richardson, Cedar Pointe HOA, Tel. 662-610-1258, for the installation of a "No Parking Zone" around the pool area on Arlington Drive.**

Mr. Dennis Bonds stated that the pool area at Cedar Pointe is located between the intersection of Arlington Drive and Cressant Street and the curve on Arlington Drive and that parking on the street in this area could cause a sight hazard for through traffic. Residents going to the pool can also park on Cressant Street or Bartlett Lane which also run beside the pool area and would not cause a hazard. Officer Patrick Johnson made a motion to approve this request which was seconded by Mr. Dennis Bonds. The motion passed unanimously.

9. **A request from Mr. Jimmy Blaylock for the installation of a traffic signal at the intersection of Green Street and Elliott Street.**

Mr. Dennis Bonds made a motion to postpone this item until crash data and a traffic count could be obtained to see if it meets any of the eight (8) warrant conditions for a traffic signal. Mr. Norman Cruse seconded the motion and it passed unanimously.

10. **A request from Councilman Buddy Palmer for the installation of "Deer Crossing" signs on Veterans, from Main Street to Hamm Street.**

Officer Patrick Johnson made a motion to install these signs in front of the Aquatic Center. The motion was seconded by Ms. Laura Kramer and it passed unanimously.

11. **A request from Mr. Larry Sanders, 2326 Camelot Drive, for the installation of "No Big Trucks" signs.**

Officer Johnson stated that he believes this type of request is already covered by Code Enforcement without the need of signs. Mr. Dennis Bonds made a motion to postpone this item and check with Code Enforcement. Officer Johnson seconded the motion and it passed unanimously.

12. **A request from Ms. Makaela Curbow, 2411 William Drive, Tel. 662-687-4443, for the installation of "Slow – Children At Play" or "Autistic Child Area" on William Drive.**

Mr. Barton Wynn made a motion to approve the installation of "Children At Play" signs which was seconded by Mr. Dennis Bonds. The motion passed unanimously.

13. **A request thru Mr. Johnny Timmons, TW&L Manager, to change the turn lanes on Kirkwood Road.**

Mr. Johnny Timmons stated that he had received a request from some residents on Kirkwood Road to change the striping where Kirkwood Road intersects Cliff Gookin from the current “Left Turn Only” and “Straight Thru and Right Turn” to “Left Turn and Straight Thru” and “Right Turn Only”. The residents state that the amount of traffic on Cliff Gookin trying to get into the high school prevents people from turning right onto Cliff Gookin and backs up traffic on Kirkwood Road. There was much discussion about this issue with concern that this change would not improve the flow of traffic coming off of Kirkwood Road. Mr. Norman Cruse made a motion to deny this request. Ms. Laura Kramer seconded the motion and it passed unanimously.

With there being no further business, Mr. Norman Cruse made a motion to adjourn the meeting. Mr. Barton Wynn seconded the motion and it passed unanimously.

Submitted by: Pam Blassingame

(6)

7/24/2023
MARSHALL ST

- 3 Speed tables
- 2 Speed limit signs
- 2 children at play
(balls etc may be
in street accidentally)

Cal Smith
1218 Marshall
662-841-0800

Barber
Printing
INC.

811A Varsity Drive
Tupelo, MS 38801
Phone (662) 841-1584
Fax (662) 841-1589
goodimpressions@barberprinting.com



Traffic Committee Manual		302
Section: 3 Traffic Control	Effective Date:	June 16, 2022
Speed Tables Policy	Supersedes:	

Objective of the Speed Table Policy

To reduce vehicle speed and volume with a goal of increasing safety for pedestrians and other vehicle traffic in the area.

Speed Tables Defined

Speed Tables are a traffic calming device that raises the entire wheelbase of a vehicle to reduce speed and volume along local residential streets. Speed tables are typically 22-foot in length (6-foot approaches, 10-foot plateau) and 3 to 6 inches above the street grade. They may be constructed of concrete, asphalt or hard plastic for areas that require temporary tables for an engineering study. It will extend the entire width of the roadway unless special design consideration is given. A few advantages of speed tables would be that they are self-enforcing traffic calmers and they may reduce speed and volume of traffic.

Requirements of a Speed Table

Speed tables may be considered in locations that meet the following criteria:

- ✓ 1. The roadway must be classified as a two-lane street. Its classification will be that of a neighborhood residential street with a speed limit of 30 mph or less.
2. The street must have adequate sight distances to safely accommodate the speed tables as determined by an engineer.
3. The speed tables must not interfere with existing street drainage, property access or driveways.
4. The street must not have curves or grades that prevent safe placement of the speed table. A speed table shall not be placed on streets with a vertical grade of more than 8% on their immediate approaches.
5. Special designed tables that do not meet these standards may be submitted for review by the engineer.
6. Speed Tables are typically in pairs 300 to 500 feet apart, depending on the engineer's recommendations.
7. All locations shall be signed and striped in accordance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD).
8. Locations that may have a potential to decrease driver or pedestrian safety shall not be approved.
9. Locations along major thoroughfares shall not be approved. This includes any street designated as an Arterial, Collector, or Local Road.

Attachment "A"



Traffic Committee Manual		302
Section: 3 Traffic Control	Effective Date:	June 16, 2022
Speed Table Request	Supersedes:	

6

Requirements of a Speed Study and Traffic Calming

A Speed Study may be requested by a Neighborhood Association, Homeowners Association, a City Councilman or a private home owner. Devices such as the SCAT trailer, traffic counters, cameras, and other available technology may be used to collect data to determine the traffic count, severity of vehicle speeding, and time distribution of traffic through the area. The requesting group or person must submit an application. The application must provide the name, address, email, phone number and location of the project to be considered (Exhibit A). The application will be submitted to www.trafficcommittee@tupeloms.gov. The application will be reviewed by the city engineer. If the application meets the speed table requirements the requesting group will be notified of the next step.

Prior to placement of traffic calming devices, the requesting group will be responsible for doing their due diligence. The requesting group must present a consensus from 60% of the residents adjacent to the subject area, to be determined by the city engineer. Consent is to take the form of a formal petition that will contain the properties residents' names, addresses, phone number, email and signature (Exhibit B). The request along with the petitions will be sent to the City of Tupelo attn. Traffic Committee to be reviewed. The traffic Committee has the option of recommending approval or alternate traffic calming measures. The committee's recommendation will be sent to the Tupelo City Council for final approval. Once this process is complete, it will be placed on the Speed Table Project List.

- 23 houses on Marshall (60% signatures required)
 - City Engineer Dennis Bonds 662-841-2078
Chairman of Tupelo Traffic Committee
 - Pam Blasingame Secretary Traffic Committee 662-841-6460
 - Public Works Chuck Williams 662-841-6467
Receptionists Jessica and Christen
- $23 \times .6 = 13.8/14$ required signatures



(6)

Traffic Committee Manual	Policy #	302
Section: Calming Request	Effective Date:	June 7, 2022
Exhibit "B"	Supersedes:	

TRAFFIC CALMING REQUEST

NEIGHBORHOOD JOYNER

NAME	EMAIL	ADDRESS	PHONE	SIGNATURE
1. CAL SMITH	N/A	1218 MARSHALL ST.	841-0800	Cal Smith
2. Terry Goin		1202 Marshall	678-3433	Terry Goin
3. Carley Hughes		1206 Marshall	750-1916	Carley Hughes
4. Jonathan Burt		1329 Marshall St	322-2344	Jonathan Burt
Karla Heater		Karla Heater	1314 Marshall St	703 997 8452
6. Margaret Parker		1327 Marshall	662-687-28	Margaret Parker
7. Maria Dean		1325 Marshall	255 7864	Maria Dean
8. Shea Wilson		1312 Marshall	850-866-7356	Shea Wilson
9. Jack Donald		1310 Marshall	601-259-4385	Jack Donald
10. Michael Kelly		1308 Marshall	769-226-7344	Michael Kelly
11. Vanessa Bonding		1302 Marshall	662-322-1885	Vanessa Bonding
12. Leela Frulka		1214 Marshall	662-321-8706	Leela Frulka
13. Erin N/A		1211 Marshall	442 213 3609	Erin N/A
14. Mary Russell		1209 Marshall	662 871-6538	Mary Russell
15. Niobe Green		1101 Chester	662 255 9725	Niobe Green
16. Austin Bailey		1009 Chester	662-610-6236	Austin Bailey



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE September 28, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF AN AMENDMENT TO THE CITY OF TUPELO EMPLOYEE HANDBOOK POLICY 608: DRUG AND ALCOHOL-FREE WORKPLACE **SR**

Request:

Please approve an amendment to the Employee Handbook containing provisions that address the use of medicinal cannabis by City employees, and the implementation of a drug testing policy in accordance with State of Mississippi law.



City of Tupelo Employee Handbook	Policy#	608
Sec. 6 – Employee Conduct	Effective Date	
608 Drug and Alcohol-Free Workplace	Supersedes:	1/1/19

608 Drug and Alcohol-Free Workplace

It is the City of Tupelo's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in an appropriate mental and physical condition necessary to perform the duties and functions of their employment with the City of Tupelo.

Employees shall not manufacture, sell, distribute, solicitate, possess with intent to sell or distribute, or use alcohol or any other drug, whether on or off duty and whether on or off any premises owned or occupied by the City of Tupelo. The legal use of medically prescribed drugs, except as prescribed in Policy 608.1, is permitted while the employee is on duty only if it does not impair an employee's ability to perform the essential functions of the job and does not endanger other individuals in the workplace or the general public.

Employees are hereby noticed of the Drug-Free Workplace Workers' Compensation Premium Reduction Act contained in Miss. Code Ann. § 71-3-201 *et seq.*, and the existence of all rights, privileges, and obligations contained in the aforesaid code section. All records, documents and communications made by and between the City of Tupelo and an employee related to the Drug-Free Workplace Policy shall be maintained confidentially unless otherwise compelled by law to produce those records, documents or communications.

To enforce this policy, all employees of the City of Tupelo are subject to the Drug and Alcohol Testing Program contained in policy 608.2. If an employee tests positive for any alcohol, drug or other substance in violation of this policy, or any other employment policy, the employee shall experience disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences in accordance with the laws of the State of Mississippi and the United States of America.

608.1 Medical Cannabis

In accordance with the terms of the Mississippi Medical Cannabis Act (Miss. Code Ann. § 41-137-1, *et seq.*), the City of Tupelo is in no way obligated to allow the use, ingestion, or possession of medical cannabis or any medical cannabis product by employees while employed by the City of Tupelo; nor is the City of Tupelo prohibited from refusing to hire, discharging, disciplining, or otherwise taking an adverse employment action against an individual with respect to hiring, discharging, tenure, terms, conditions, or privileges of employment as a result, in whole or in part, of that individual's medical use of medical cannabis or any medical cannabis product, regardless of the individual's impairment or lack of impairment resulting from the medical use of medical cannabis.

All employees of the City of Tupelo are prohibited from possessing, smoking, ingesting, or otherwise engaging in the use of, or being under the influence of, medical cannabis, regardless of form or characteristic, whether on or off duty and whether on or off any premises owned or occupied by the City of Tupelo. Any employee having participated in a properly issued drug screening test in accordance with Policy 608.2, and is shown to have the presence of any medical cannabis-related intoxicant (including, but not limited to, THC and CBD) in their system, shall be in violation of this policy. Employees who violate the drug-free workplace policy remain subject to disciplinary action, up to and including termination of employment.



City of Tupelo Employee Handbook	Policy#	608
Sec. 6 – Employee Conduct	Effective Date	
608 Drug and Alcohol-Free Workplace	Supersedes:	1/1/19

608.2 Drug and Alcohol Testing

The City of Tupelo finds that, as a matter of policy, employees shall not possess, use or sell illegal drugs and should not be under the influence of any intoxicating substance while on duty. To enforce the City's policies concerning the possession and use of drugs and alcohol by employees and candidates for employment, the City of Tupelo shall conduct random and routine testing for the presence of drugs and alcohol. This policy is implemented in accordance with Miss. Code Ann. § 71-7-1 *et seq.*, otherwise known as the Mississippi Drug and Alcohol Testing Act. Employees of the City of Tupelo are hereby advised of their rights and obligations contained in the act.

Circumstances Under Which Testing Will Occur

The following is a description of the circumstances under which City of Tupelo employees will be required to undergo drug and alcohol testing:

- a. The City of Tupelo will require all applicants for employment to undergo a post-offer, pre-employment, drug and alcohol test as a condition of the employment. Refusal to submit to the test will be grounds for withdrawal of the offer of employment. A confirmed positive test result will also be grounds for the withdrawal of any offer of employment or termination if results are obtained after the first day of employment.
- b. The City of Tupelo will allow reasonable suspicion drug and alcohol testing based on a belief that an employee is using or has used drugs and/or alcohol in violation of the policies of the City of Tupelo. Reasonable belief under this policy that an employee is using or has used drugs and/or alcohol in violation of the policies of the City of Tupelo will be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. And may be based upon, among other things, the following:
 - a. Observable phenomena, such as direct observation of drug and alcohol use and/or symptoms or manifestations of being under the influence of a drug or alcohol;
 - b. Abnormal conduct or erratic behavior while at work, excessive or pattern absenteeism, excessive tardiness, or marked deterioration in work performance;
 - c. A report of drug use provided by reliable and credible sources and which has been independently corroborated;
 - d. Evidence that an individual has tampered with a drug and alcohol test during his employment with the City of Tupelo;
 - e. Information that an employee is involved in the use, possession, sale, solicitation or transfer of drugs or alcohol while performing any job, duty, task or assignment related to their employment with the City of Tupelo, whether on premises or not.
- c. The City of Tupelo, through an independent provider, will conduct random, neutral selection drug and alcohol tests which shall be required of all employees.
- d. The City of Tupelo, through an independent provider, may also require an employee to be tested for the presence of drugs and/or alcohol in the event that there is an on-the-job accident or incident. The employee shall be required to be available for testing immediately following the accident/incident and for the next 32-hours immediately after the accident/incident and shall refrain from the use of drugs and alcohol until testing is complete.



City of Tupelo Employee Handbook	Policy#	608
Sec. 6 – Employee Conduct	Effective Date	
608 Drug and Alcohol-Free Workplace	Supersedes:	1/1/19

Substances Tested For

The City of Tupelo may test employees for the presence of alcohol, marijuana, cannabidiol (CBD), tetrahydrocannabinol (THC), cocaine, amphetamines, opiates, phencyclidine (PCP or Angel Dust), and/or any other substance having psychological and/or physiological effects on a human being, including controlled dangerous substances and controlled substance analogs or volatile substances, which through its deliberate introduction into the body, may impair a person's ability to perform any task, assignment, duty or function of their employment. The City of Tupelo reserves the right to add additional substances to the testing protocol on a determination that the best interest of the City of Tupelo will be served. The addition of a substance or substances to the testing protocol will only be done following a thirty (30) day employee notification period.

Effect of a Positive Drug and/or Alcohol Test Result

Any employee who has a positive test result for any of the substances listed above or who otherwise violates this policy will experience disciplinary action, up to and including immediate termination of employment. An employee who refuses to submit to drug and alcohol testing administered in accordance with this policy shall be immediately terminated.

Drug and Alcohol Testing Procedures

The City of Tupelo will contract with a provider to conduct drug and alcohol testing under this policy. The provider will conduct all of the tests required under this policy to include specimen collection, chain of custody procedures, obtaining necessary laboratory results, medical review officer services, and any other services incident to the drug and alcohol testing program. Testing will conform to scientifically accepted analytical standards.

Employees and job applicants identified under this policy to be alcohol/drug tested shall be allowed to provide notice to the City of Tupelo, through the provider, of currently or recently used prescription or non-prescription drugs at the time of the taking of the specimen.

Confidentiality

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the City of Tupelo or the provider on its behalf, through its drug and alcohol testing program are confidential communications under certain circumstances as allowed by the Mississippi Drug and Alcohol Testing Act.

All information obtained, however, shall be the property of the City of Tupelo. The City of Tupelo will not release to any person other than the employee or job applicant, information related to drug and alcohol test results unless:

- a. The job applicant has expressly, in writing, granted permission for the employer to release such information;
- b. It is necessary to introduce a positive confirmed test result into an administrative or judicial proceeding where the information is relevant to the hearing or proceeding;



City of Tupelo Employee Handbook	Policy#	608
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608 Drug and Alcohol-Free Workplace	Supersedes:	1/1/19

- c. The information must be disclosed to a federal or state agency or other unit of the state or United States government as required under law, regulation or order, or in accordance with compliance requirements of a state or federal government contract;
- d. Disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of an employee; or
- e. There is a risk to public health or safety that can be minimized or prevented by the release of such information; provided, however, that unless such risk is immediate, a court order permitting the release shall be obtained prior to the release of the information.

Contesting a Test Result

An Employee who receives a confirmed drug and/or test result may contest the validity of that result or explain it. An employee who has a confirmed positive test result will be informed in writing and may be terminated immediately. The employee has ten (10) working days to submit a written explanation as to why the test result is invalid, and the employee may request a retest of the original specimen at his or her own expense. If the employee explanation is unsatisfactory or if the employee fails to submit a timely written explanation, the test will be considered final, and the employee will be terminated.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE September 28, 2023

SUBJECT: IN THE MATTER OF AN ORDER AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY LOCATED AT 1112 CHAPMAN DRIVE TO THE NEIGHBORHOOD DEVELOPMENT CORPORATION **SR**

Request:

Please order and approve a donation of real property located at 1112 Chapman to the Neighborhood Development Corporation.

ORDER**AN ORDER AUTHORIZING THE CONVEYANCE BY DONATION OF CERTAIN
REAL PROPERTY LOCATED AT 1112 CHAPMAN DRIVE TO THE
NEIGHBORHOOD DEVELOPMENT CORPORATION BY VIRTUE OF IT BEING A
BONA FIDE NOT-FOR-PROFIT CIVIC OR ELEEMOSYNARY CORPORATION
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSISSIPPI**

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 sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority and

WHEREAS, the City of Tupelo entered into an agreement with the Community Development Foundation to promote economic development by revitalizing designed areas within the City, which agreement contemplated utilizing the services of the Neighborhood Development Corporation to implement and operate the day-to-day activities necessary to further the goals of that agreement, a copy of which may be found in the Minutes of the Tupelo City Council, Book 133 at Page 51; and

WHEREAS, by Order of the Tupelo City Council dated August 16, 2022 authorizing the purchase of real property located at 1112 Chapman, a Warranty Deed, dated October 5, 2022 and recorded in the Office of the Chancery Clerk of Lee County, Mississippi as instrument number 2022013939, was executed by Jo Ann Griggs in favor of the City of Tupelo, and such real property is more particularly described as follows:

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 THE CITY OF TUPELO, MISSISSIPPI BY JO ANN GRIGGS ON OCTOBER 5, 2022 BY WARRANTY DEED AND ON FILE IN THE LAND RECORDS IN THE OFFICE OF THE CHANCERY CLERK, LEE COUNTY, MISSISSIPPI AS INSTRUMENT NUMBER 2022013939; and

WHEREAS, the City of Tupelo is desirous that this property be revitalized; and

WHEREAS, the Neighborhood Development Corporation is a bona fide not-for-profit civic and/or eleemosynary corporation organized and existing under the laws of the State of Mississippi, whose stated purposes are among other things, is to promote public welfare through development of low- and moderate-income areas and to foster revitalization or stabilization of low- and moderate-income areas; and

WHEREAS, the subject property is blighted and located in a blighted area; is not needed for governmental or related purposes; has not been used and is not to be used in the operation of the municipality. The sale of the property in the manner otherwise prescribed by law is not necessary for the financial welfare of the municipality; and

WHEREAS, the use of the property for the purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located, or the civic, social, educational, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, the conveyance by the City of Tupelo to Neighborhood Development Corporation of the subject property will foster the redevelopment and improvement of the area in which it is located and the civic, economic and industrial welfare of the municipality; and

WHEREAS, title to the property will revert to the municipality if the Neighborhood Development Corporation does not fulfill the purpose for which the property was conveyed and satisfy all conditions imposed on the conveyance within two (2) years of the date of the conveyance; and

WHEREAS, the City of Tupelo shall retain all mineral rights that it owns, together with the right of ingress and egress to remove same.

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

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of its authority in the care, management and control of its property, and in the best interest of the health, safety and welfare of its citizens by securing necessary interests in real property for the provision of utility services.
2. The Mayor and City Clerk are hereby authorized to convey by donation to Neighborhood Development Corporation the real property known as 1112 Chapman Drive as more

particularly described in the above-referenced Warranty Deed wherein the property was conveyed to the municipality.

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

Councilmember 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 resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
 TRAVIS BEARD
 City Council President

ATTEST:

 MISSY SHELTON, Clerk of the Council

APPROVED:

 TODD JORDAN, Mayor

 DATE