

## TUPELO REGULAR CITY COUNCIL MEETING

JANUARY 21, 2025 AT 6:00 PM COUNCIL CHAMBERS | CITY HALL

## AGENDA

## **INVOCATION:**

## COUNCIL MEMBER LYNN BRYAN

**PLEDGE OF ALLEGIANCE:** COUNCIL MEMBER NETTIE DAVIS

**<u>CALL TO ORDER:</u>** COUNCIL PRESIDENT NETTIE DAVIS

## CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

## PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

**RECOGNITION GIRL/BOY SCOUTS** 

**EMPLOYEE RECOGNITION** 

PUBLIC RECOGNITION

MAYOR'S REMARKS

## (CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

## PUBLIC AGENDA

PUBLIC HEARINGS

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

- 1 -

### ACTION AGENDA

#### **ROUTINE AGENDA**

- 1. IN THE MATTER OF APPROVAL OF MINUTES FOR JANUARY 7, 2025 REGULAR MEETING
- 2. IN THE MATTER OF BILL PAY **KH**

NETTIE DAVIS BUDDY PALMER ROSIE JONES

- 3. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS KH
- 4. IN THE MATTER OF CONTINUING DISCLOSURE FOR FY 2024 KH
- 5. IN THE MATTER OF RESOLUTION FOR POLL WORKER COMP KH
- 6. IN THE MATTER OF A RESOLUTION DECLARING TYLER TECHNOLOGIES INC. AS A SINGLE SOURCE PROVIDER OF THE TYLER ENTERPRISE ERP SOFTWARE, AWARDING A CONTRACT TO TYLER TECHNOLOGIES FOR SUCH SOFTWARE AND SERVICES, AND FOR RELATED PURPOSES **KH**
- 7. IN THE MATTER OF APPROVAL FOR MAYOR TO SIGN CONTRACT FOR PROFESSIONAL SERVICES WITH THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC. – ARC TULIPS SEWER REHAB AC
- 8. IN THE MATTER OF REVIEW AND APPROVE LIEN FOR LOT MOWING **TN**
- 9. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES DECEMBER 9, 2024 **DRB**
- 10. IN THE MATTER OF AWARD OF BID NO 2024-069MT JACKSON STREET IMPROVEMENTS (MADISON ST. TO FRONT ST.) **DRB**
- 11. IN THE MATTER OF ACCEPTING BID #2024-071PD TURNING TARGET SYSTEM FOR NMLETC  $\mathbf{JQ}$
- 12. IN THE MATTER OF THE APPROVAL AN END-USER LICENSE AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) ALLOWING DIRECT ACCESS LIVE VIDEO STREAMING AND FOR RELATED PURPOSES **SR**
- 13. IN THE MATTER OF BID AWARD APPROVAL HOT MIX ASPHALT 6 MONTH SUPPLY BID NO. 2024-070PW **KWK**

- 14. IN THE MATTER OF CHANGE ORDER APPROVAL ARPA BARNES CROSSING BOX CULVERT PROJECT BID NO. 2024-030PW **KWK**
- 15. IN THE MATTER OF ACCEPTANCE OF DONATION FROM TUPELO SPORTS COUNCIL FOR PURCHASE OF SCOREBOARD FOR AQUATIC FACILITY **AF**
- 16. IN THE MATTER OF CHANGE ORDER 01 FOR ROBINS FIELD DRAINAGE IMPROVEMENTS ARPA BID# 2024-020PW **AF**
- 17. IN THE MATTER OF APPROVAL OF CONTRACT FOR VETERANS PLAYGROUND  ${\bf AF}$
- 18. IN THE MATTER OF APPROVAL OF CONTRACT WITH PAUL SMITHEY CONSTRUCTION COMPANY, INC. FOR BID # 2024-062WL: COLONIAL ESTATES LIFT STATION REHABILITATION **JT**
- <u>19.</u> IN THE MATTER OF ACCEPTANCE OF CONVENTION AND VISITOR'S BUREAU BOARD MINUTES OFJANUARY 7, 2025 **SC**
- 20. IN THE MATTER OF APPROVAL OF KEITH HENLEY TO SERVE ON THE TUPELO COLISEUM COMMISSION **SC**
- 21. IN THE MATTER OF APPROVAL OF INTERNATIONAL TRAVEL SC
- 22. IN THE MATTER OF RELEASE OF LETTER OF CREDIT WITH THE CHICKASAW INKANA FOUNDATION **BL**
- 23. IN THE MATTER OF APPROVAL OF MEMORANDUM OF AGREEMENT WITH MISSISSIPPI MAIN STREET ASSOCIATION **LR**

## (CLOSE REGULAR SESSION)

#### STUDY AGENDA

<u>S1.</u> IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01 **BL** 

## **EXECUTIVE SESSION**

## **ADJOURNMENT**



- **TO:** Mayor and City Council
- **FROM:** Missy Shelton, Council Clerk
- DATE January 21, 2025

**SUBJECT:** IN THE MATTER OF APPROVAL OF MINUTES FOR JANUARY 7, 2025 REGULAR MEETING

## **Request:**

For your review and approval.

## REGULAR CITY COUNCIL MEETING <u>MUNICIPAL MINUTES CITY OF TUPELO</u> <u>STATE OF MISSISSIPPI</u> JANUARY 7, 2025

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, November 19, 2024, at 6:00 p.m. The following Council Members attended: Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Nettie Davis was absent. Council Member Lynn Bryan gave the prayer, and Council Member Travis Beard led the pledge of allegiance.

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

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

#### PUBLIC RECOGNITION

Council Member Beard asked that everyone remember Nettie Davis in prayer.

Council Member Gaston shared that Elvis Presley's 90<sup>th</sup> birthday is tomorrow and events are planned to celebrate at the EP birthplace.

#### MAYOR'S REMARKS

Mayor Todd Jordan said the New Year's Eve event was a success in Tupelo. We had good weather for the event, but inclement weather is expected in the next few days. He asked that everyone stay safe and wished a Happy New Year to all.

#### IN THE MATTER OF APPROVAL OF MINUTES OF DECEMBER 17, 2024 REGULAR MEETING AND DECEMBER 26, 2024 SPECIAL MEETING

Council Member Beard moved, seconded by Council Member Palmer, to approve the minutes of the December 17, 2024 regular meeting and the December 26, 2024 special meeting. Of those present, the vote was unanimous in favor.

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

Council Members Beard, Gaston and Palmer reviewed bills at 4:30 p.m. Council Member Mims moved, seconded by Council Member Palmer, 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 SURPLUSING COMPUTER AND ELECTRONIC EQUIPMENT TO BE DESTROYED

Council Member Beard moved, seconded by Council Member Mims, to approve the surplus of police department computer and electronic equipment no longer usable or needed by the City of Tupelo. These items will be surplused for destruction. Of those present, the vote was unanimous in favor. APPENDIX B

## IN THE MATTER OF AWARD OF BID #2024-068PD – 7 DODGE CHARGER POLICE VEHICLES

The City advertised and accepted bids for Bid #2024-068PD – 7 Dodge Charger Police Vehicles. Council Member Mims moved, seconded by Council Member Bryan, to find the single bid commercially reasonable, solicited in accordance with the public purchasing laws and to award the bid to Jim Shorkey Auto Group for \$257,796.00. Of those present, the vote was unanimous in favor. APPENDIX C

## IN THE MATTER OF AWARD OF BID #2024-060PR FOR VETERANS PARKS PLAYGROUND

The City advertised and accepted bids for Bid #2060-PR – Veterans Parks Playground. Two bids were received with the lowest and best being from Struthers Recreation in the total amount of \$133,074.00 including alternate #1. Council Member Palmer moved, seconded by Council Member Jones, to award to the lowest and best bid, Struthers Recreation, in the amount of \$133,074.00. Of those present, the vote was unanimous in favor. APPENDIX D

## IN THE MATTER OF BAD DEBT WRITE-OFF JULY 2023 – DECEMBER 2023

Council Member Beard moved, seconded by Council Member Mims, to approve writing off to the bad debt file the attached list of Water and Light Collections accounts. The total bad debt amount represents 0.09% of the total revenue for the period of July 2023 thru December 2023. Efforts will continue to collect these accounts even though they have been transferred to this accounting classification. Of those present, the vote was unanimous in favor. APPENDIX E

# IN THE MATTER OF APPROVAL OF THE TRAFFIC COMMITTEE MINUTES OF DECEMBER 12, 2024

Council Member Bryan moved, seconded by Council Member Mims, to approve the Traffic Committee minutes of December 12, 2024. Of those present, the vote was unanimous in favor. APPENDIX F

## **IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01**

This item stayed on the table.

## **EXECUTIVE SESSION**

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

Council Member Palmer moved, seconded by Council Member Jones, to close the regular session and enter executive session for the discussion of a property purchase under Miss. Code Anno. 25-41-7(g) (1972 as amended) at 6:06 p.m. Of those present, the vote was unanimous in favor.

After discussion in executive session, Council Member Palmer moved, seconded by Council Member Bryan to return to the regular meeting at 6:14 p.m. Of those present, the vote was unanimous in favor.

### **ADJOURNMENT**

There being no further business to come before the City Council, at this time, Council Member Mims moved, seconded by Council Member Jones, to adjourn the meeting. This the 7<sup>th</sup> day of January, 2025.

Nettie Davis, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date



- **TO:** Mayor and City Council
- **FROM:** Kim Hanna, City Clerk/CFO
- DATE January 21, 2025

SUBJECT: IN THE MATTER OF BILL PAY KH

## **Request:**

For your review and approval.



**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

DATE January 21, 2025

SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS KH

## **Request:**

There are no items for approval at this time.

ITEMS: None



**TO:** Mayor and City Council

**FROM:** Kim Hanna, CFO

DATE January 21, 2025

SUBJECT: IN THE MATTER OF CONTINUING DISCLOSURE FOR FY 2024 KH

## **Request:**

Approval of the continuing disclosure agreement for FY 2024 with Butler Snow.

ATTACHED: Agreement (including exhibit A)

# BUTLER SNOW

January 3, 2025

#### VIA E-MAIL AT KIM.HANNA@TUPELOMS.GOV

City of Tupelo, Mississippi Attn: Kim Hanna, Chief Financial Officer P.O. Box 1485 Tupelo, Mississippi 38804-1485

RE: City of Tupelo, Mississippi Fiscal Year 2024 Continuing Disclosure

Dear Kim:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Tupelo, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2024.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2024 to be filed on or before March 28, 2025.

#### **SCOPE OF ENGAGEMENT**

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

#### ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorneyclient relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

#### **PROSPECTIVE CONSENT**

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

#### FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

#### PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

#### RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as Exhibit A. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

### **BUTLER SNOW LLP**

Glizabeth Land Cank

By: \_\_\_

Elizabeth Lambert Clark

Accepted and Approved:

#### THE CITY OF TUPELO, MISSISSIPPI

Dated: \_\_\_\_\_

Ben Logan, Esq., City Attorney (Via email: ben.logan@tupeloms.gov) cc:

#### EXHIBIT A

#### Event Notice

The City certifies that none of the events have occurred with respect to the Bonds during fiscal year 2024:

- 1. Principal and interest payment delinquencies
- 2. Non-Payment related defaults, if material
- 3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
- 4. Unscheduled draws on credit enhancements reflecting financial difficulties
- 5. Substitution of credit or liquidity providers, or their failure to perform
- 6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
- 7. Modifications to rights of Bondholders, if material
- 8. Bond calls, if material, and tender offers
- 9. Defeasances
- 10. Release, substitution, or sale of property, if any, securing repayment of the securities
- 11. Rating changes
- 12. Bankruptcy, insolvency, receivership or other similar event<sup>1</sup>
- 13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- 14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
- 15. Incurrence of a financial obligation<sup>2</sup> of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
- 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation<sup>2</sup> of the obligated person, any of which reflect financial difficulties.

#### CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_

Mayor

Dated:\_\_\_\_\_

 $^{2}$  For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections

5 contains a discussion of the current SEC interpretation of those terms. For example, in to include only lease arrangements that operate as vehicles to borrow money.

<sup>&</sup>lt;sup>1</sup> For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority has sets or business of the obligated person.



ТО:	Mayor and City Council
FROM:	Kim Hanna, CFO
DATE	January 21, 2025
SUBJECT:	IN THE MATTER OF RESOLUTION FOR POLL WORKER COMP KH

## **Request:**

Approval of the Resolution to allow for the amount of poll worker pay.

## ATTACHED:

Resolution to address poll worker and resolution board compensation.



- **TO:** Mayor and City Council
- **FROM:** Kim Hanna, CFO
- DATE January 17, 2025
- **SUBJECT:** IN THE MATTER OF A RESOLUTION DECLARING TYLER TECHNOLOGIES INC. AS A SINGLE SOURCE PROVIDER OF THE TYLER ENTERPRISE ERP SOFTWARE, AWARDING A CONTRACT TO TYLER TECHNOLOGIES FOR SUCH SOFTWARE AND SERVICES, AND FOR RELATED PURPOSES

### **Request:**

Tyler Technologies is the single source provider of the City's financial services software (MUNIS) and will soon require its customers to transition from on-site storage of data to cloudbased storage. The failure of any MUNIS customer to make such transition shall cause them to lack service and support from Tyler Technologies in the future. Due to the facts and circumstances outlined in the attached Resolution, Tyler Technologies is the single source provider of software and services capable of meeting the needs of the City of Tupelo.



- **TO:** Mayor and City Council
- **FROM:** Abby Christian, Grant Writer

DATE January 15, 2025

**SUBJECT:** IN THE MATTER OF APPROVAL FOR MAYOR TO SIGN CONTRACT FOR PROFESSIONAL SERVICES WITH THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC. – ARC TULIPS SEWER REHAB **AC** 

### **Request:**

Seeking the Council's approval to for the Mayor to sign the contract for professional services between the City of Tupelo and Three Rivers Planning and Development District, Inc. for the Appalachian Regional Commission (ARC) Tulips Sewer Rehab grant. Three Rivers scope of services are listed on Appendix A of the attached contract.

Agency: Appalachian Regional Commission (ARC)

Grant: FY24, ARC MS 21890

Amount: \$40,000

#### **CONTRACT FOR PROFESSIONAL SERVICES**

#### BETWEEN

#### **CITY OF TUPELO, MISSISSIPPI**

#### AND

#### THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC.

This contract is made and entered into by and between **City of Tupelo**, **Mississippi**, hereinafter known as **Grantee**, and **Three Rivers Planning and Development District**, **Inc.**, hereinafter known as **District**, for certain professional services as more fully hereinafter set forth.

Grantee desires to engage the District to render certain professional services in connection with the **Appalachian Regional Commission Grant Project # 21890**, said services being more fully set forth in Section I of this Contract.

#### I. SCOPE OF SERVICES

The Grantee engages the District to provide such services as described in Appendices A and B entitled "Scope of Services", which are attached hereto.

#### II. PERIOD OF PERFORMANCE

The District shall diligently undertake the performance of services referred to in Section I entitled "Scope of Services" until the grant is officially closed out.

#### **III. CONSIDERATION**

The Consideration that shall be paid by Grantee to District for rendering of professional services, as set forth herein, shall be as follows:

A sum not to exceed (\$40,000) Forty Thousand Dollars payable only from the Mississippi Appalachian Regional Commission Grant funds approved for the Grantee.

#### IV. METHOD OF PAYMENT

The Consideration enumerated in Section III of this Contract entitled "Consideration" shall be paid to the District by the Grantee in accordance with Appendix C, provided District has satisfactorily provided the services so described in Section I.

#### V. TERMINATION OF CONTRACT

This Contract shall terminate upon completion of the services described in Section I entitled "Scope of Services" and upon payment in full for the same by Grantee as provided for in Section III entitled "Consideration".

#### VI. UNILATERAL TERMINATION

If, through any cause, the District shall fail to fulfill in timely and proper manner, its obligations under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, all finished documents, data, and reports prepared by the District under this Contract shall, at the option of the Grantee, become the Grantee's property and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The District shall have the right to reproduce any of such documents and other materials.

Notwithstanding the above, the District shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of agreement by the District, and the Grantee may withhold payments to the District for the purpose of setoff until such time as the exact amount of damages due the Grantee from the District is determined.

#### VII. CHANGES

Any changes in the scope of services of the District to be performed hereunder, including any increase or decrease in the amount of the District's compensation and any change in the period of performance or any time limitation for submission of any required reports which are mutually agreed upon between the Grantee and District, shall be incorporated in written amendments to this Contract.

#### VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The District shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such actions shall include but not be limited to the following: rates of pay, employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training (including apprenticeship), and participation in recreational and educational activities. The District agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The District will in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin. The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- B. The District shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the U.S. Department of Housing and Urban Development may require.
- C. The District agrees to comply with such rules, regulations, or guidelines as the U.S. Department of Housing and Urban Development may issue to implement these requirements.

#### IX. CONFIDENTIALITY

Any reports, information, data, etc. given to or prepared or assembled by the District under this contract shall not be made available to any individual or organization by the Grantee without the prior written approval of the District.

#### X. PROFESSIONAL COMPETENCE

The District certifies that the professional staff assigned to perform the services identified in Section I, "Scope of Services", of this Contract collectively possess adequate professional proficiency for performing the work required.

#### XI. CONFLICT OF INTEREST

The District covenants that during the period to be covered by this Contract, the District shall have no interest directly or indirectly with respect to the Grantee that creates a conflict of interest. The District further covenants that in the performance of this Contract no person having such interest shall be employed. No member, officer, or employee of the District and no other public official who exercises any responsibilities or functions with respect to the Appalachian Regional Commission Grant or this Contract during the tenure of this contract for one year thereafter shall have any direct or indirect interest in this Contract or the proceeds thereof. No member or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom.

#### XII. RETENTION OF RECORDS

For a period of three years after final payment under this Contract, the District shall make all work papers, records, and other evidence of audit available to the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or other authorized parties. All authorized parties who are entitled to accession to these records shall also be entitled to reproduce any or all of such documents at their expense for which provision shall be made at the time the need for reproduction arises.

#### XIII. RIGHT TO AUDIT

The District shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds. Any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the District until the completion of all closeout procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

#### XIV. ACCESS TO PROJECT

The District agrees that any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which the District is involved until the completion of all closeout procedures respecting this grant.

#### XV. ANTI-KICKBACK RULES

The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all other contracts or subcontracts covering work under this Contract to ensure compliance with such regulations.

#### XVI. COMPLIANCE WITH STATE AND LOCAL LAWS

The District agrees to comply with all applicable laws, ordinances, or codes of the State of Mississippi or the City of Tupelo in performing any of the work embraced by this contract.

#### XVII. EFFECTIVE DATE

The effective date of this contract shall be \_\_\_\_\_.

If any part of this Contract shall be judged invalid or void, then and in that event only, that part of the Contract shall fail and the remaining provisions shall remain in full force and effect.

WITNESS OUR HANDS, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF TUPELO

Todd Jordan Mayor

ATTEST:

City Clerk

THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC.

Vernon R. Kelley, III Executive Director

ATTEST:

Shelley Adams, Project Manager

### APPENDIX A

### **SCOPE OF SERVICES – DISTRICT**

#### I. Administration/Management Services

The District shall provide services to include the following:

- Preparation of the application for submission to the Mississippi Development Authority
- Preparation of environmental review record and obtaining release of funds
- Establishing and maintaining a project record system for project with a duplicate set of records for Grantee
- Advising Grantee of state and federal requirements on procurement of professional services and contracting procedures
- Ensuring federal labor standards and laws are met
- Assisting the Grantee with state monitoring visits
- Preparation of required reports and requests for cash
- Advising on payment of bills
- Requesting budget modifications when necessary
- Preparing project closeout documents
- Providing overall program advisory assistance

#### **APPENDIX B**

#### **SCOPE OF SERVICES – GRANTEE**

The Grantee shall provide the following services in the implementation of the Appalachian Regional Commission Grant.

- Provide individual(s) who will be responsible for general on-site administration required for day-to-day operations.
- Provide a bookkeeper who will maintain a complete set of books on the above described program.
- Keep a duplicate set of files to the District on every transaction, housing activity, or other work activity related to this program.
- Contract for other services not described in Appendices A and B (The District will not be responsible for advising the Grantee in proper advertising and selection procedures.) These other services may include such activities as:
  - Engineer and/or Architect
  - ♦ Legal Services
  - ♦ Audit
  - Construction
  - Demolition and Clearance Activities
  - ♦ Appraisals
  - Inspections (Rehabilitation Projects)

#### **APPENDIX C**

The Grantee shall pay the District, not to exceed the sum of <u>(\$40,000)</u> Forty Thousand Dollars payable only from the Mississippi Appalachian Regional Commission Grant funds approved for the Grantee for the satisfactory provision of services described in Appendix A, "Scope of Services". The District shall present invoices to the Grantee for administrative services commensurate with progress on the project (e.g., grant award; receipt of environmental clearance; quarterly during construction; and upon submission of project closeout package). Payment to the District shall be forthcoming upon invoice presentation within three days of the Grantee's receipt of cash requested from the State of Mississippi Appalachian Regional Commission Grant Program.



TO:	Mayor and City Council
FROM:	Tanner Newman, Director of Development Services
DATE	January 21, 2025
SUBJECT:	IN THE MATTER OF REVIEW AND APPROVE LIEN FOR LOT MOWING <b>TN</b>

## **Request:**

ADDRESS	CASE #	PARCEL	LIEN AMOUNT
1513 LEIGHTON	47338	077F-26-042-00	\$5000.00

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

**CITY OF TUPELO, MISSISSIPPI** 

LIENOR

**OWNER** 

**CASE NO. 47338** 

VS.

#### ONILISA M. ZINN

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

1. Pursuant to <u>Miss. Code Ann.</u> §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 **ONILISA M. ZINN**, (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:	ONILISA M. ZINN
Address of Owner:	1513 LEIGHTON DRIVE TUPELO, MS 38801
Parcel Number:	077F-26-042-00

Address of Violation: 1513 LEIGHTON DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on **11/05/2024** 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 <u>Miss. Code Ann.</u> §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the property mowed.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 1/21/2025, adjudicated the actual cost of property cleaning to be \$5,000.00 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 30<sup>th</sup> day of September, 2025, 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 <u>Miss. Code Ann.</u> § 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 21st day of January, 2025.

#### CITY OF TUPELO, MISSISSIPPI

BY:

NETTIE DAVIS, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

**APPROVED**:

TODD JORDAN., Mayor

Date



- **TO:** Mayor and City Council
- **FROM:** Dennis Bonds, City Engineer
- DATE January 14, 2025

**SUBJECT:** IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES DECEMBER 9, 2024 **DRB** 

### **Request: DRB**

See attached minutes from the December 9, 2024 Major Thoroughfare Meeting



## **Tupelo Major Thoroughfare Program Minutes**

Date: 12/09/2024 Time: 4:30 PM Call to Order: Greg Pirkle Meeting Adjourned: 4:53 PM

#### **ROLL CALL:** Brent Spears

#### In Attendance

#### MAJOR THOROUGHFARE MEMBERS PRESENT:

C W Jackson	Charlotte Loder	n Greg Pirk	de Danny Riley	Terry Bullard	David Rumbarger
Drew Robertson	Dan Rupert	Ernie Joyne	er Bill Cleveland	Stuart Johnso	on
MAJOR THOR	<b>ROUGHFARE</b>	MEMBERS N	OT PRESENT:		
Jon Milstead	Robert Traylor	Robin Hair	e Raphael Henry	Ted Roach	George Jones
OTHERS PRES	SENT:				
Kelly Knight	Brent Spears	John White	Johnny Timmons	Don Lewis	Janet Gaston
Kim Hannah					
Approval of M	inutes				

Chairman Greg Pirkle asked the Committee to review and approve the minutes of the November 18, 2024 Major Thoroughfare Program regular meeting. Ernie Joyner made a motion to accept the minutes. Danny Riley seconded the motion.

Minutes were approved unanimously by Committee.

#### **Budget Report**

Kim Hannah reviewed the Major Thoroughfare Phase VII Budget Report for the month ending November 30, 2024. Beginning Cash Balance was \$6,658,427. Total Revenue from Interest Earned was \$77,808. Total Expenditures for November was \$406,477. Payments included \$13,639 for Personnel Cost and \$392,838 for West Jackson (Madison to Front). Ending Cash Balance for Phase VII is \$6,329,758.

### **Current Projects**

Dennis Bonds reviewed updates on the current projects

- Jackson Street (Madison to Front)
  - Underground Utility work is ongoing and going well
- New Road (Gloster to Northern Loop)
  - Deeds have been signed by Scruggs and West. Only ROW Deed remaining is Morgan.

**Open Discussion** 

Members of the Major Thoroughfare Program and those present, discussed the Street Selection Committee's list and getting a timeline put together for the next meeting.

Chairman Greg Pirkle

Recorded by Brent Spears Submitted by Dennis Bonds



TO:	Mayor and City Council
FROM:	Dennis Bonds, City Engineer
DATE	January 14, 2025
SUBJECT:	IN THE MATTER OF AWARD OF BID NO 2024-069MT - JACKSON STREET IMPROVEMENTS (MADISON ST. TO FRONT ST.) <b>DRB</b>

## **Request:**

٠	Bids for Jackson Street Improvements -	Madison St to Front St opened on
	Wednesday, January 8th at 10:00 am. Th	e results were as follows:
	Engineer's Estimate	\$2,184,226.00
	James A. Hodges Construction	\$2,173,398.24
	Cook & Son	\$2,195,809.71
	Gregory Companies	\$2,514,270.39

After review by the Engineer, the best and lowest bidder was found to be J.A. Hodges Construction,Inc. The bid was 0.5% **BELOW** the Engineer's Estimate.



January 8, 2025

T22-605

City of Tupelo 71 East Troy Street Tupelo, MS 38804 Attention: Dennis Bonds

# **RE:** JACKSON STREET IMPROVEMENTS – MADISON ST. TO FRONT ST. (BID # 2024-069MT)

Following the receipt and opening of bids on the captioned project, we have checked and tabulated the bids. A copy of the Bid Tabulation is enclosed.

You will note that James A. Hodges Construction, Inc. of Tupelo, MS, submitted the lowest bid in the amount of <u>\$2,173,398.24</u>.

The Engineer's estimate was <u>\$2,195,809.71</u>. Based on these prices we recommend awarding the contract to the low bidder.

Those in attendance at the bid opening were:

John White Dennis Bonds Chad Rankin Brady Thompson Andy Hodges Stephen Reed Jason Rush Tommy Collins Ben Logan Kelly Knight Katie Bostick Traci Dillard Engineering Solutions, Inc. City of Tupelo Hodges Construction Cook and Son, LLC Hodges Construction City of Tupelo Murphree Paving Murphree Paving City of Tupelo City of Tupelo City of Tupelo City of Tupelo

John White, PE, PLS

#### TABULATION OF BIDS Jackson Street Improvements (Madison Street to Front Street) City of Tupelo, MS Project No. T22-605 (BID # 2024-069MT)

BIDS RECEIVED January 8, 2025 @ 10:00		Engineer Estimate		James A Hodges Const., Inc. 1281 CR 811 Saltillo, MS 38866			
Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total
1	Clearing and Grubbing	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.0
2	Removal of Concrete	274	SY	\$30.00	\$8,220.00	\$10.00	\$2,740.0
3	Removal of Retaining Wall	364	LF	\$60.00	\$21,840.00	\$20.00	\$7,280.0
4	Removal of Sidewalk	750	SY	\$30.00	\$22,500.00	\$10.00	\$7,500.0
5	Removal and Replacement of Mailbox	3	EA	\$500.00	\$1,500.00	\$250.00	\$750.0
6	Removal of Inlets	10	EA	\$1,000.00	\$10,000.00	\$600.00	\$6,000.0
7	Removal of Asphalt Pavement	1,003	SY	\$20.00	\$20,060.00	\$10.00	\$10,030.0
8	Removal of Chain Link Fence	462	LF	\$10.00	\$4,620.00	\$5.00	\$2,310.0
9	Removal of Curb & Gutter	3,605	LF	\$15.00	\$54,075.00	\$8.00	\$28,840.0
10	Removal of Pipes (All Types)	129	LF	\$25.00	\$3,225.00	\$15.00	\$1,935.0
11	Removal of Trees	9	EA	\$2,500.00	\$22,500.00	\$3,500.00	\$31,500.0
12	Removal of Stripe	500	LF	\$10.00	\$5,000.00	\$3.00	\$1,500.0
13	Removal and Replacement of Sign	5	EA	\$500.00	\$2,500.00	\$400.00	\$2,000.0
14	Borrow Excavation, AH, FME, Class B9	800	CY	\$35.00	\$28,000.00	\$43.50	\$34,800.0
15	Unclassified Excavation, PM, AH	1,400	CY	\$25.00	\$35,000.00	\$17.25	\$24,150.0
16	Solid Sodding, All Types	1,300	SY	\$7.50	\$9,750.00	\$3.99	\$5,187.0
17	Watering	26	K GAL	\$20.00	\$520.00	\$20.00	\$520.0
18	Mowing	1	AC	\$350.00	\$350.00	\$1,000.00	\$1,000.0
19	Temporary Silt Fence	1,980	LF	\$5.00	\$9,900.00	\$3.50	\$6,930.0
20	Wattles, 12"	200	LF	\$12.50	\$2,500.00	\$6.00	\$1,200.0
21	Select Borrow	310	CY	\$35.00	\$10,850.00	\$43.50	\$13,485.0
22	Granular Material, Crushed Stone	590	CY	\$125.00	\$73,750.00	\$80.00	\$47,200.0
23	Geotextile Fabric	1,060	SY	\$5.00	\$5,300.00	\$3.00	\$3,180.0
24	Hot Mix Asphalt, MT, 12.5-mm Mixture	125	TON	\$200.00	\$25,000.00	\$192.90	\$24,112.5
25	Hot Mix Asphalt, MT, 19-mm Mixture	310	TON	\$200.00	\$62,000.00	\$202.35	\$62,728.5
26	Hot Mix Asphalt, MT, 9.5-mm Mixture	1,739	TON	\$180.00	\$313,020.00	\$170.50	\$296,499.5
27	Cold Milling, All Depths	1,589	SY	\$20.00	\$31,780.00	\$12.00	\$19,068.0
28	Class "B" Structural Concrete, Minor Structures, Per Plans	5	CY	\$4,000.00	\$20,000.00	\$1,850.00	\$9,250.0
29	Concrete Sidewalk	1,430	SY	\$100.00	\$143,000.00	\$67.50	\$96,525.0
30 31	Concrete Driveway, With Reinforcement	342 4,055	SY LF	\$120.00 \$30.00	\$41,040.00 \$121,650.00	\$84.25 \$27.50	\$28,813.5 \$111,512.5
32	Combination Curb & Gutter, All Types Stamped and Colored Asphalt Crosswalk	387	SY	\$100.00	\$38,700.00	\$71.22	
33	12" HP Pipe	55	LF	\$65.00	\$3,575.00	\$35.00	\$27,562.1 \$1,925.0
33	12 nr ripe 18" HP Pipe	95		\$80.00	\$7,600.00	\$45.00	\$1,925.0
35	18" Reinforced Concrete Pipe	95		\$110.00	\$10,560.00	\$55.00	\$4,275.0
36	24" HP Pipe	10	LF	\$120.00	\$1,200.00	\$45.00	\$3,280.0
37	Adjustment of Utility Appurtenance	26	EA	\$1,250.00	\$32,500.00	\$1,000.00	\$26,000.0
38	Curb Inlet	20	EA	\$5,000.00	\$110,000.00	\$3,950.00	\$86,900.0
39	Convert Inlet to Junction Box	9	EA	\$3,500.00	\$31,500.00	\$1,800.00	\$16,200.0
40	Brick Retaining Wall	476	LF	\$350.00	\$166,600.00	\$645.00	\$307,020.0
41	Guardrail / Fence	476	LF	\$100.00	\$47,600.00	59.85	\$28,488.6
42	Temporary Traffic Stripe, Skip Yellow	4,000	LF	\$0.40	\$1,600.00	\$1.00	\$4,000.0
43	Temporary Edge Stripe, Edge White	7,200	LF	\$0.40	\$2,880.00	φ1.00 1	\$7,200.0
44	Temporary Traffic Stripe, Continuous Yellow	4,800	LF	\$0.40	\$1,920.00	1	\$4,800.0
45	Temporary Detail Stripe, Detail White	2,660	LF	\$0.40	\$1,064.00	2	\$5,320.0
46	Temporary Detail Stripe, Detail Yellow	3,280	LF	\$0.40	\$1,312.00	2	\$6,560.0
47	Temporary Thermoplastic Legend, White	2,800	SF	\$3.25	\$9,100.00	3	\$8,400.0
48	6" Thermoplastic Traffic Stripe, Skip Yellow	2,000	LF	\$1.00	\$2,000.00	2	\$4,000.0
49	6" Thermoplastic Edge Stripe, Edge White	3,600	LF	\$1.00	\$3,600.00	2	\$7,200.0
50	6" Thermoplastic Traffic Stripe, Continuous Yellow	2,400	LF	\$1.00	\$2,400.00	2	\$4,800.0
51	6" Thermoplastic Detail Stripe, Detail White	1,330	LF	\$2.50	\$3,325.00	4	\$5,320.0
52	6" Thermoplastic Detail Stripe, Detail Yellow	1,640	LF	\$2.50	\$4,100.00	4	\$6,560.0
	Thermoplastic Legend, White	1,130	SF	\$17.50	\$19,775.00	12	\$13,560.0
54	Detectable Warning Panels	213	SF	\$75.00	\$15,975.00	35	\$7,455.0
55	Flowable Fill	10	CY	\$500.00	\$5,000.00	355	\$3,550.0
56	Roadway Construction Stakes	1	LS	\$75,000.00	\$75,000.00	40000	\$40,000.0
57	Maintenance of Traffic	1	LS	\$150,000.00	\$150,000.00	150000	\$150,000.0
58	Additional Construction Signs	1	SF	\$10.00	\$10.00	10	\$10.0
59	Mobilization	1	LS	\$220,000.00	\$220,000.00	400000	\$400,000.0
60	6" Perforated Pipe for Underdrain	100	LF	\$35.00	\$3,500.00	10	\$1,000.0
61	Geotextile Fabric For Subsurface Drainage, Type III	76	SY	\$5.00	\$380.00	3.5	\$266.0
62	Filter Material for Combination Storm Drain And/or Underdrains, Type A, FM	10	CY	\$100.00	\$1,000.00	40	\$400.0
	Filter Material for Combination Storm Drain And/or Underdrains, Type B, FM	10	CY	\$100.00	\$1,000.00	35	\$350.0

\$2,184,226.00

\$2,173,398.24

BIDS RECE	VED			Cook and	Son, LLC	Gregory Con	panies, LL
January 8, 2025 @ 10:00			60150 Seminole Rd.		dba Murph		
				Smithville, MS		Tupelo, MS	
ay Item No	ltem	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total
1	Clearing and Grubbing	1	LS	\$30,000.00	\$30,000.00	\$33,890.40	\$33,890.4
2	Removal of Concrete	274	SY	\$40.00	\$10,960.00	\$19.29	\$5,285.4
3	Removal of Retaining Wall	364	LF	\$50.00	\$18,200.00	\$38.42	\$13,984.8
4	Removal of Sidewalk	750	SY	\$40.00	\$30,000.00	\$19.21	\$14,407.5
5	Removal and Replacement of Mailbox	3	EA	\$2,000.00	\$6,000.00	\$480.11	\$1,440.3
6	Removal of Inlets	10	EA	\$1,500.00	\$15,000.00	\$1,152.27	\$11,522.7
7	Removal of Asphalt Pavement	1,003	SY	\$40.00	\$40,120.00	\$19.21	\$19,267.6
8	Removal of Chain Link Fence	462	LF	\$100.00	\$46,200.00	\$9.61	\$4,439.8
9	Removal of Curb & Gutter	3,605	LF	\$36.14	\$130,284.70	\$15.37	\$55,408.8
10	Removal of Pipes (All Types)	129	LF	\$50.00	\$6,450.00	\$28.81	\$3,716.4
11	Removal of Trees	9	EA	\$6,500.00	\$58,500.00	\$6,721.60	\$60,494.4
12	Removal of Stripe	500	LF	\$3.00	\$1,500.00	\$5.77	\$2,885.0
13	Removal and Replacement of Sign	5	EA	\$400.00	\$2,000.00	\$768.18	\$3,840.9
14	Borrow Excavation, AH, FME, Class B9	800	CY	\$75.00	\$60,000.00	\$83.55	\$66,840.0
15	Unclassified Excavation, PM, AH	1,400	CY	\$125.00	\$175,000.00	\$33.13	\$46,382.0
16	Solid Sodding, All Types	1,300	SY	\$6.00	\$7,800.00	\$7.67	\$9,971.0
17	Watering	26	K GAL	\$20.00	\$520.00	\$38.42	\$998.9
18	Mowing	1	AC	\$500.00	\$500.00	\$1,920.40	\$1,920.4
19	Temporary Silt Fence	1,980	LF	\$10.00	\$19,800.00	\$6.73	\$13,325.4
20	Wattles, 12"	200	LF	\$10.00	\$2,000.00	\$10.50	\$2,100.0
21	Select Borrow	310	CY	\$75.00	\$23,250.00	\$83.55	\$25,900.5
22	Granular Material, Crushed Stone	590	CY	\$100.00	\$59,000.00	\$153.64	\$90,647.6
23	Geotextile Fabric	1,060	SY	\$2.50	\$2,650.00	\$5.77	\$6,116.2
24	Hot Mix Asphalt, MT, 12.5-mm Mixture	125	TON	\$202.40	\$25,300.00	\$232.00	\$29,000.0
25	Hot Mix Asphalt, MT, 19-mm Mixture	310	TON	\$180.80	\$56,048.00	\$190.00	\$58,900.0
26	Hot Mix Asphalt, MT, 9.5-mm Mixture	1,739	TON	\$150.00	\$260,850.00	\$189.00	\$328,671.0
27	Cold Milling, All Depths Class "B" Structural Concrete, Minor Structures, Per Plans	1,589	SY	\$5.00 \$3.000.00	\$7,945.00 \$15,000.00	\$4.77	\$7,579.5
28	· · · · · · · · · · · · · · · · · · ·	5	CY	1.1.1.1.1.1.1		\$3,552.85	\$17,764.2
29 30	Concrete Sidewalk Concrete Driveway, With Reinforcement	1,430 342	SY SY	\$80.00 \$110.00	\$114,400.00 \$37,620.00	\$129.63 \$161.81	\$185,370.9 \$55,339.0
31	Combination Curb & Gutter, All Types	4,055	LF	\$40.00	\$162,200.00	\$52.82	\$214,185.1
32	Stamped and Colored Asphalt Crosswalk	387	SY	\$200.00	\$77,400.00	\$52.62	\$214,165.
33	12" HP Pipe	55	LF	\$50.00	\$2,750.00	\$67.22	\$3,697.1
34	18" HP Pipe	95	LF	\$65.00	\$6,175.00	\$86.42	\$8,209.9
35	18" Reinforced Concrete Pipe	96	LF	\$65.00	\$6,240.00	\$105.63	\$10,140.4
36	24" HP Pipe	10	LF	\$75.00	\$750.00	\$105.62	\$1,056.2
37	Adjustment of Utility Appurtenance	26	EA	\$2,500.00	\$65,000.00	\$1,920.46	\$49,931.9
38	Curb Inlet	20	EA	\$3,500.00	\$77,000.00	\$7,585.80	\$166,887.6
39	Convert Inlet to Junction Box	9	EA	\$3,500.00	\$31,500.00	\$3,456.82	\$31,111.3
40	Brick Retaining Wall	476	LF	\$200.00	\$95,200.00	\$728.64	\$346,832.6
41	Guardrail / Fence	476	LF	\$150.00	\$71,400.00	\$67.62	\$32,187.1
42	Temporary Traffic Stripe, Skip Yellow	4,000	LF	\$1.00	\$4,000.00	\$1.00	\$4,000.0
43	Temporary Edge Stripe, Edge White	7,200	LF	\$1.00	\$7,200.00	\$1.00	\$7,200.0
44	Temporary Traffic Stripe, Continuous Yellow	4,800	LF	\$1.00	\$4,800.00	\$1.00	\$4,800.0
45	Temporary Detail Stripe, Detail White	2,660	LF	\$2.00	\$5,320.00	\$2.00	\$5,320.0
46	Temporary Detail Stripe, Detail Yellow	3,280	LF	\$2.00	\$6,560.00	\$2.00	\$6,560.0
47	Temporary Thermoplastic Legend, White	2,800	SF	\$3.00	\$8,400.00	\$3.00	\$8,400.0
48	6" Thermoplastic Traffic Stripe, Skip Yellow	2,000	LF	\$2.00	\$4,000.00	\$2.00	\$4,000.0
49	6" Thermoplastic Edge Stripe, Edge White	3,600	LF	\$2.00	\$7,200.00	\$2.00	\$7,200.0
50	6" Thermoplastic Traffic Stripe, Continuous Yellow	2,400	LF	\$2.00	\$4,800.00	\$2.00	\$4,800.0
51	6" Thermoplastic Detail Stripe, Detail White	1,330	LF	\$4.00	\$5,320.00	\$4.00	\$5,320.0
52	6" Thermoplastic Detail Stripe, Detail Yellow	1,640	LF	\$4.00	\$6,560.00	\$4.00	\$6,560.0
53	Thermoplastic Legend, White	1,130	SF	\$12.00	\$13,560.00	\$12.00	\$13,560.0
54	Detectable Warning Panels	213	SF	\$70.00	\$14,910.00	\$67.22	\$14,317.8
55	Flowable Fill	10	CY	\$350.00	\$3,500.00	\$681.76	\$6,817.6
56	Roadway Construction Stakes	1	LS	\$15,000.00	\$15,000.00	\$56,484.00	\$56,484.0
57	Maintenance of Traffic	1	LS	\$25,000.00	\$25,000.00	\$189,180.00	\$189,180.0
58	Additional Construction Signs	1	SF	\$10.00	\$10.00	\$10.00	\$10.0
59	Mobilization	1	LS	\$193,017.01	\$193,017.01	\$76,437.00	\$76,437.0
60	6" Perforated Pipe for Underdrain	100	LF	\$62.00	\$6,200.00	\$19.21	\$1,921.0
61	Geotextile Fabric For Subsurface Drainage, Type III	76	SY	\$15.00	\$1,140.00	\$6.72	\$510.7
62	Filter Material for Combination Storm Drain And/or Underdrains, Type A, FM	10	CY	\$40.00	\$400.00	\$76.82	\$768.2
63	Filter Material for Combination Storm Drain And/or Underdrains, Type B, FM	10	CY	\$40.00	\$400.00	\$67.22	\$672.2

\$2,195,809.71

\$2,510,769.68

## JACKSON STREET IMPROVEMENTS MADISON STREET to FRONT STREET CITY OF TUPELO, MISSISSIPPI

### BID PROPOSAL (# 2024-069MT)

Proposal of \_\_\_\_\_\_ James A. Hodges Construction, 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, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

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 specified in the NOTICE TO PROCEED and to fully complete the project within <u>225</u> consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of <u>\$750</u> for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum #1 12/30/2024

\*Insert "a corporation", "a partnership", or "an individual" as applicable
#### BID PROPOSAL (# 2024-069MT)

The BIDDER agrees to perform all WORK for the construction of LUMPKIN AVENUE INTERSECTION IMPROVEMENTS as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

## **CONTRACT – JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET**

<u>ITEM</u>	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	\$100,000.00 One Hundred Thousand Dollars	\$ <u>100,000.00</u>
2.	Removal of Concrete	274 S.Y.	\$10.00 Ten Dollars	\$ <u>2,7</u> 40.00
3.	Removal of Retaining Wall	364 Lin Ft.	\$20.00 Twenty Dollars	\$ <u>7,280.00</u>
4.	Removal of Sidewalk	750 S.Y.	\$10.00 Ten Dollars	\$ <u>7,500.00</u>
5.	Removal and Replacement of Mailbox	3 Each	\$250.00 Two Hundred and Fifty Dollars	\$ <u>750.00</u>
6.	Removal of Inlets	10 Each	\$600.00 Six Hundred Dollars	\$ <u>6,000.00</u>
7.	Removal of Asphalt Pavement	1,003 S.Y.	\$10.00 Ten Dollars	\$ <u>10,030.00</u>

8.	Removal of Chainlink Fence	462 S.Y.	\$5.00 Five Dollars	\$ <u>2,310.00</u>
9.	Removal of Curb & Gutter	3,605 Lin. Ft.	\$8.00 Eight Dollars	\$ <u>28,840.00</u>
10.	Removal of Pipes (All Types)	129 L.F.	\$15.00 Fifteen Dollars	\$ <u>1,935.00</u>
11.	Removal of Trees	9 Each	\$3,500.00 Three Thousand and Five Hundred Dollars	\$ <u>31,500.00</u>
12.	Removal of Stripe	500 L.F.	\$3.00 Three Dollars	\$_1,500.00
13.	Removal and Replacement of Sign	5 Each	\$400.00 Four Hundred Dollars	\$ <u>2,000.00</u>
14.	Borrow Excavation, AH, FME, Class B9	800 C.Y.	\$43.50 Forty-Three Dollars and Fifty Cents	\$ <u>34,800.00</u>
15.	Unclassified Excavation, FM, AH	1,400 C.Y.	\$17.25 Seventeen dollars and Twenty-five cents	\$ <u>24,150.00</u>
16.	Solid Sodding, All Types	1,300 S.Y.	\$3.99 Three dollars and Ninety-nine cents	\$ 5,187.00
17.	Watering	26 KGal.	\$20.00 Twenty Dollars	\$ <u>520.00</u>
18.	Mowing	1 Acre	\$1,000.00 One Thousand Dollars	\$ 1,000.00

- 38 -

19.	Temporary Silt Fence	1,980 Lin.Ft.	\$3.50 Three Dollars and Fifty Cents	\$ <u>6,930.00</u>
20.	Wattles, 12"	200 L.F.	\$6.00 Six Dollars	\$ <u>1,200.00</u>
21.	Select Borrow (PM)	310 C.Y.	\$43.50 Forty-Three Dollars and Fifty Cents	\$ <u>13,485.00</u>
22.	Granular Material (Crushed Stone)	590 C.Y.	\$80.00 Eighty Dollars	\$ 47,200.00
23.	Geotextile Fabric	1,060 S.Y.	\$3.00 Three Dollars	\$ <u>3,180.00</u>
24.	Hot Mix Asphalt, MT (12.5 mm)	125 TON	192.90 One Hundred Ninety-Two Dollars and Ninety Cents	\$ <u>24,112.50</u>
25.	Hot Mix Asphalt, MT (19 mm)	310 TON	\$202.35 Two Hundred and Two Dollars and Thirty-Five Cents	\$ <u>62,728.50</u>
26.	Hot Mix Asphalt, MT (9.5 mm)	1,739 TON	\$170.50 One Hundred and Seventy Dollars and Fifty Cents	\$ <u>296,499.50</u>
27.	Cold Milling of Bituminous Pavement, All Depths	1,589 S.Y.	\$12.00 Twelve Dollars	\$ <u>19,068.00</u>
28.	Class B Structural Concrete, Minor Structures, Per Plans	5 C.Y.	\$1,850.00 One Thousand Eight Hundred and Fifty Dollars	\$ <u>9,250.00</u>
29.	Concrete Sidewalk	1,430 S.Y.	\$67.50 Sixty-Sevne Dollars and Fifty Cents	\$ <u>96,525.00</u>

3	30.	Concrete Driveways With Reinforcement	342 S.Y.	\$84.25 Eighty-Four Dollars and Twenty-Five Cents	\$ <u>28,813.50</u>
3	31.	Combination Curb & Gutter, All Types	4,055 L.F.	\$27.50 Twenty-Seven Dollars and Fifty Cents	\$ <u>111,512.50</u>
3	32.	Stamped and Colored Asphalt Crosswalks	387 S.Y.	\$71.22 Seventy-One Dollars and Twenty-Two Cents	\$ <u>27,562.14</u>
:	33.	12" HP Pipe	55 L.F.	\$35.00 Thirty-Five Dollars	\$ <u>1,925.00</u>
~ -	34.	18" HP Pipe	95 L.F.	\$45.00 Forty-Five Dollars	\$ <u>4,275.00</u>
	35.	18" Reinforced Concrete Pipe, Class III	96 L.F.	\$55.00 Fifty-Five Dollars	\$ <u>5,280.00</u>
:	36.	24" HP Pipe	10 L.F.	\$45.00 Forty-Five Dollars	\$ <u>\$450.00</u>
	37.	Adjustment of Utility Appurtenance	26 Each	\$1,000.00 One Thousand Dollars	\$ <u>26,000.00</u>
	38.	Curb Inlet	22 Each	\$3,950.00 Three Thousand Nine Hundred and Fifty Dollars	\$ <u>86,900.00</u>
	39.	Convert Inlet to Junction Box	9 Each	\$1,800.00 One Thousand and Eight Hundred Dollars	\$ <u>16,200.00</u>
	40.	Brick Retaining Wall	476 L.F.	\$645.00 Six Hundred and Forty- Five Dollars	\$ <u>307,020.00</u>

41.	Guardrail / Fence	476 L.F.	\$59.85 Fifty-Nine Dollars and Eighty-Five Cents	\$ <u>28,488.60</u>
42.	Temporary Traffic Stripe, Skip Yellow	4,000 L.F.	\$1.00 One Dollar	\$ <u>4,000.00</u>
43.	Temporary Traffic Stripe, Edge White	7,200 L.F.	\$1.00 One Dollar	\$ 7,200.00
44.	Temporary Traffic Stripe, Continuous Yellow	4,800 L.F.	\$1.00 One Dollar	\$ <u>4,800.00</u>
45.	Temporary Traffic Stripe, Detail White	2,660 L.F.	\$2.00 Two Dollars	\$ <u>5,320.00</u>
46.	Temporary Traffic Stripe, Detail Yellow	3,280 L.F.	\$2.00 Two Dollars	\$_6,560.00
47.	Temporary Legend White,	2,800 S.F	\$3.00 Three Dollars	\$ <u>8,400.00</u>
48.	6" Thermoplastic Traffic Strip Skip Yellow	e, 2,000 L.F.	\$2.00 Two Dollars	\$ <u>4,000.00</u>
49.	6" Thermoplastic Edge Stripe, Edge White	3,600 L.F.	\$2.00 Two Dollars	\$ <u>7,200.00</u>
50.	6" Thermoplastic Traffic Strip Continuous Yellow	e, 2,400 L.F.	\$2.00 Two Dollars	\$ <u>4,800.00</u>
51.	6" Thermoplastic Detail Strip White	e, 1,330 L.F.	\$4.00 Four Dollars	\$ <u>5,320.00</u>

52.	6" Thermoplastic Detail Stripe, Yellow	1,640 L.F.	\$4.00 Four Dollars	\$ <u>6,560.00</u>
53.	Thermoplastic Legend, White	1,130 S.F.	\$12.00 Twelve Dollars	\$ <u>13,560.00</u>
54.	Detectable Warning Panels	213 S.F.	\$35.00 Thirty-Five Dollars	\$ <u>7,455.00</u>
55.	Flowable Fill	10 C.Y.	\$355.00 Three Hundred and Fifty Five Dollars	\$ <u>3,550.00</u>
56.	Roadway Construction Stakes	1 L.S.	\$40,000.00 Forty Thousand Dollars	\$ <u>40,000.00</u>
57.	Maintenance of Traffic	1 L.S.	\$150,000.00 One Hundred and Fifty Thousand Dollars	\$ <u>\$150,000.00</u>
58.	Additional Construction Signs	1 S.F.	\$10.00 Ten Dollars	\$ <u>10.00</u>
59.	Mobilization	1 L.S.	\$400,000.00 Four Hundred Thousand	<u>\$</u> 400,000.00
60.	6" Perforated Pipe for Underdrain	100 L.F.	\$10.00 Ten Dollars	\$ <u>1,000.00</u>
61.	Geotextile Fabric for Subsurface Drainage, Type III	76 S.Y.	\$3.50 Three Dollars and Fifty Cents	\$ <u>266.00</u>
62.	Filter Material for Combination Storm Drain and/or Underdrains Type A, FM		\$40.00 Forty Dollars	\$ <u>400.00</u>

 Filter Material for Combination 10 C.Y. Storm Drain and/or Underdrains Type B, FM \$35.00 Thirty-Five Dollars

<sub>\$</sub> 350.00

#### TOTAL OF BID ITEMS (1-63)

\$\_2,173,398.24

Two Million, One Hundred Seventy-Three Thousand, Three Hundred Ninety-Eight Dollars and Twenty-Four Cents (TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

#### **RESPECTFULLY SUBMITTED:**

Company	James A. Hodges Construction, Inc.	I
Signature	gathy	
Title	President	
Address	1281 CR 811	
	Saltillo, MS 38866	

1	Der . C	
Attest:	Kobin	Hodgers
	SEAL (If Did	ic by a Corporation)

SEAL (if Bid is by a Corporation)



#### Item # 10.

## THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

## KNOW ALL MEN BY THESE PRESENTS, THAT WE \_James A. Hodges Construction Inc.

1281 County Road 811, Saltillo, MS 38866

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo

71 East Troy Street, Tupelo, MS 38804

IA

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount 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 Jackson Street Improvements Madison Street to Front Street

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

Signed and sealed this _	8th	day of	January	2025
			James A. Hodges Construction Inc.	SEAL CONSTRUCT
Pohin Po	NOOKS		(Principal)	2002 (Seal)H =
	(Witness)		By attor P	ELE BERRY
				(Title)
		STOLLTY & SOR	The Gray Casualty & Surety Compa	iny
(C) And	um	SEAL SEAL	(Surety)	(Seal)
	(Witness)		By: Baila Menta	
		- Charles	Attomey-in-Fact /Bailey Menetre	(Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

#### THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

#### GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond

Principal: James A. Hodges Construction Inc.

**Obligee:** City of Tupelo

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

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 Casuality & 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 Casuality & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

By: SEAL

Michael T. Gray

President The Gray Insurance Company

Cullen S. Piske President



The Gray Casualty & Surety Company

State of Louisiana SS:

Parish of Jefferson

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



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

Marme Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of January 2025

Mark Mangans

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of January 2025 .

ligh Arme Henican





#### **BID PROPOSAL (# 2024-069MT)**

Proposal of <u>Coolcand Son</u> <u>LLC</u> (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as <u>LLC</u>.\*

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

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 specified in the NOTICE TO PROCEED and to fully complete the project within <u>225</u> consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of <u>\$750</u> for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum 1 12/30/2024

\*Insert "a corporation", "a partnership", or "an individual" as applicable

#### CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: December 30, 2024

#### NAME OF PROJECT: JACKSON STREET IMPROVEMENTS MADISON STREET to FRONT STREET

#### OWNER: City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

#### 1. GENERAL NOTES

• Precast concrete drainage structures shall not be allowed on this project.

#### 2. CONSTRUCTION PLANS

- Replace Plan Sheet 15 (PP-2 Plan Profile Sheet) with the attached Plan Sheet 15 (PP2 Plan Profile Sheet) dated 12/30/2024. This sheet has been amended to reflect the top of retaining wall grades step downs.
- Replace Plan Sheet 29 (MD-2 Miscellaneous Detail Sheet) with the attached Plan Sheet 29 (MD-2 Miscellaneous Detail Sheet) dated 12/30/2024. This sheet has been amended to reflect the Guardrail / Fence Detail and revision to the Retaining Wall Detail.

John White, PE, PLS

Jackson Street Improvements (Madison Street to Front Street) Addendum 1

#### BID PROPOSAL (# 2024-069MT)

The BIDDER agrees to perform all WORK for the construction of LUMPKIN AVENUE INTERSECTION IMPROVEMENTS as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

#### **CONTRACT – JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET**

ITEM.	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	Thirty Thousand Dollars and Tero cents # 30,000.00	\$ <u>30,000.00</u>
2.	Removal of Concrete	274 S.Y.	Forty Dollers and Zero cents #40.00	\$ 10,960.00
3.	Removal of Retaining Wall	364 Lin Ft.	Fifty Dollars and Zero Lents 16 50,00	\$ 18,700.∞
4.	Removal of Sidewalk	750 S.Y.	Forty Pollers and Zero Cunts 18410.00	\$ <u>30,000.</u> ~
5.	Removal and Replacement of Mailbox	3 Each	The Thousand pollars and Zero Cents \$ 2,000.00	\$ 6,000.00
6.	Removal of Inlets	10 Each	One Thousand Five Hundred Pollars and Zero Cents # 1,500.00	\$ 15,000.00
7.	Removal of Asphalt Pavement	1,003 S.Y.	Forty Dollars and Ecro Can to \$ 40.00	\$ 40, 120.00

8.	Removal of Chainlink Fence	462 S.Y.	one Hundred Dollars and Zero Cents # 600.00	\$ 46, 700.00
9.	Removal of Curb & Gutter	3,605 Lin. Ft.	thirty six deflers and four feen centr 36-14	\$ <u>[30, 284. 70</u>
10.	Removal of Pipes (All Types)	129 L.F.	E.f.y. Dollars and Zero-Cents \$150.00	s 6, 450.00
11.	Removal of Trees	9 Each	Six Thousand Five Hundrid Polle's and Zeo Carts & 6,500.00	\$ <u>58,500,</u> ~
12.	Removal of Stripe	500 L.F.	Three Pollers and 2400 Cents 183.00	s <u>1,500.00</u>
13.	Removal and Replacement of Sign	5 Each	Four Hundrid Dollars Const Zero Cents \$ 400.00	\$ 2,000.00
14.	Borrow Excavation, AH, FME, Class B9	800 C.Y.	Scounty Five Dollars and Zero cents \$75.00	\$ 60,000.00
15.	Unclassified Excavation, FM, AH	1,400 C.Y.	One Hundred Twenty Five Pollers and Zero cents \$ 125.00	\$ <u>175,000.00</u>
16.	Solid Sodding, All Types	1,300 S.Y.	Six Dollers and Zoro Cents \$ 6.00	<u>\$ 7,800,00</u>
17.	Watering	26 KGal.	Twesty Dollars and Tero cents \$ 20.00	\$ 570.00
18.	Mowing	1 Acre	Five Honord Dollars ens Zero Cents \$500,00	\$ 500.00

1 <b>9</b> .	Temporary Silt Fence	1,980 Lin.Ft.	Ten pollars and Zaro Units \$10.00	\$_19,800.60
20.	Wattles, 12"	200 L.F.	Ten Dollars and Zero Cents # 10.00	\$ 7,000.00
21.	Select Borrow (PM)	310 C.Y.	Swenny Five Pollors Cow Zero unts # 75.00	\$ <u>23, 250.</u> •
22.	Granular Material (Crushed Stone)	590 C.Y.	one three red Pollers and Zero Cents \$ 100,00	\$ 59,000.00
23.	Geotextile Fabric	1,060 S.Y.	Two Pollars and Fitty Cents #7.50	\$ <u>7,650.00</u>
24.	Hot Mix Asphalt, MT (12.5 mm)	125 TON	Two Hundred Two pollers and Forty cents # 202.46	\$ 25,300.00
25.	Hot Mix Asphalt, MT (19 mm)	310 TON	One Hundred Eighty Dollars and Eighty Cauts # 180.40	\$56,048.00
26.	Hot Mix Asphalt, MT (9.5 mm)	1,739 TON	One Humand Fifty Pollers and zero conts \$150.00	\$ 260,850.00
27.	Cold Milling of Bituminous Pavement, All Depths	1,589 S.Y.	Five Dollars and Levo Lents \$5.00	\$ 7,945.00
28,	Class B Structural Concrete, Minor Structures, Per Plans	5 C.Y.	Three Thousand Dollars and Zero curits \$3,000,00	\$ 15,0000
29.	Concrete Sidewalk	1,430 S.Y.	Cighty Dollars and Zero Cents \$ 80.00	s <u>114,400.00</u>

30.	Concrete Driveways With Reinforcement	342 S.Y.	One Hundred Ten Pollers and Zero cents \$ 110.00	s <u>37,620.00</u>
31.	Combination Curb & Gutter, All Types	4,055 L.F.	Forty Dollars and Cero Cents \$40.00	\$ <u>162,700.00</u>
32.	Stamped and Colored Asphalt Crosswalks	387 S.Y.	The Hundred Dollars and Zero Cents # 200,00	<u>s 77, 400.</u> ~
33.	12" HP Pipe	55 L.F.	Fifty Dollars and gero Cents \$50.00	\$ 2,750,00
34.	18" HP Pipe	95 L.F.	Sixty Fire Dollars and Zero cents 165.00	\$_6,175.00
35.	18" Reinforced Concrete Pipe, Class III	96 L.F.	Sixty Five Pollors and Zero conds # 65.00	s 6,240.00
36.	24" HP Pipe	10 L.F.	Sevening Fire Pollos eno Zero Cento #75.00	<u>s ¶50.∞</u>
37.	Adjustment of Utility Appurtenance	26 Each	Two Thousand File Mining Dollars and Zero Cents	\$_65,000.~
38.	Curb Inlet	22 Each	Three Roussond Five Hundred Pollers and Zero Cents \$ 3,500,00	\$77,000.00
39.	Convert Inlet to Junction Box	9 Each	Three Thousand Five Hundred Bollers and Zero Cents N 3,500.00	\$ 31,500,00
40.	Brick Retaining Wall	476 L.F.	The Hurdred Pollers_ and zero cants 18200.00	\$ <u>.95,700.00</u>

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41.	Guardrail / Fence	476 L.F.	Ore Hundrid Fifty Dollars and Zero cents \$150,00	\$ 71,400.00
42.	Temporary Traffic Stripe, Skip Yellow	4,000 L.F.	(ine Pollor and Zero Cents # 1,00	\$ 4,000.00
43.	Temporary Traffic Stripe, Edge White	7,200 L.F.	One bollor en zero Cents #1.00	\$ 7,200.00
44.	Temporary Traffic Stripe, Continuous Yellow	4,800 L.F.	One Doller and Zero Centrs K 1.00	s_ <u>-1,800.00</u>
45.	Temporary Traffic Stripe, Detail White	2,660 L.F.	Two pollors and tero Cents \$ 2,00	\$5,370.00
46.	Temporary Traffic Stripe, Detail Yellow	3,280 L.F.	Two Adllars and Zero Cents H 2,00	s 6,560,00
47.	Temporary Legend White,	2,800 S.F	Three Dollars and Reio Cents # 3,00	\$ 8,400,00
48.	6" Thermoplastic Traffic Strips Skip Yellow	e, 2,000 L.F.	Two follors and Zero Cents M 2,00	\$ <u>4,000.00</u>
49.	6" Thermoplastic Edge Stripe, Edge White	3,600 L.F.	The Allors and Zero Cents \$ 2.00	\$_7 <u>,700.00</u>
50.	6" Thermoplastic Traffic Stripe Continuous Yellow	e, 2,400 L.F.	Two Dollars and Zero Cents \$2.00	\$ <u>4, 800.00</u>
51.	6" Thermoplastic Detail Stripe White	ə, 1,330 L.F.	Four Pollers and Zero Cents & 41,00	\$ <u>5,320.∞</u>

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52.	6" Thermoplastic Detail Stripe, Yellow	1,640 L.F.	Four Pollers and 7040 Curto & 4.00	s 6,560.==
53.	Thermoplastic Legend, White	1,130 S.F.	Turlive Dollors and Zeno (curls 18, 12,00	\$ <u>13,560,00</u>
54.	Detectable Warning Panels	213 S.F.	Scurenty Dollers and Zevo cents \$ 70.00	\$ <u>14,910.∞</u>
55.	Flowable Fill	10 C.Y.	Three Hurdres Fifty Addes and 7000 certs \$350.00	\$ <u>3,506.</u> ~°
56.	Roadway Construction Stakes	1 L.S.	Fifteen Thousand and Zees dollars \$ 15,000.00	\$ 15,000.00
57.	Maintenance of Traffic	1 L. <b>S</b> .	Fucaty Five Thousand Pollors and ZCO cents # 25,000.00	s <u>25,000.00</u>
58.	Additional Construction Signs	1 S.F.	Ten Pollars and Texo Centra \$ 10.00	\$_16.00
59.	Mobilization	1 L.S.	ON Hurbred Nimity Three Thousen) Scientien Dollers and Book (ants / 193,017.0)	\$ <u>\$193,017.01</u>
60.	6" Perforated Pipe for Underdrain	100 L.F.	Sixty Two Dellars and Zeru carts B67.00	\$ 6, 200.00
61.	Geotextile Fabric for Subsurface Drainage, Type III	76 S.Y.	Fiften Pollers on Zaro Cents # 15.00	\$ <u>1, 140. 00</u>
62.	Filter Material for Combination Storm Drain and/or Underdrains Type A, FM	10 C.Y.	Forth Dollars erc 2010 corts H 4/0.00	\$ <u>400.</u>

63. Filter Material for Combination 10 C.Y. Storm Drain and/or Underdrains Type B, FM

Forty Pollers and zero	
Cents	
146.00	\$ 400.00

#### **TOTAL OF BID ITEMS (1-63)**

\$2,195,809.71

STud Million on Hundred Ninety File Eight Hundred Nine Pullars and (TOTAL IN WORDS) Screntz one conts

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

#### **RESPECTFULLY SUBMITTED:**

Company	Cookend Son, LLC	Attest:	
Signature	Kennet M Cook	-	SEAL (if Bid is by a Corporation)
Title	Owner/Manging Member		
Address	60150 Seminole Rd. Smithwille,		
	MS. 38870		

#### **BID BOND**

Know all men by these presents, that we, the undersigned, <u>Cook & Son, LLC</u>, as Principal, and <u>The Gray Casualty & Surety Company</u> as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of <u>Five percent of Bid</u> for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 8th day of January , 2025.

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

#### JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle 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 there with, 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 shall 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 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.

(Principal) Cook & Son, LLC

(Surety) The Gray Casualty & Surety Company

By: James T Briggs II

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.

Galloway Chandler & McKinney 01/06/2025 10:10 29780400500

#### THE GRAY INSURANCE COMPANY THE GRAY CASUALTY & SURETY COMPANY

#### GENERAL POWER OF ATTORNEY

Bond Number: NA Principal: Cook & Son, LLC

Project: Jackson Street Improvements, Madison Street to Front Street

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: Kyle Chandler IV, Kyle Chandler III, Cecil R. Vaughn, James T. Briggs II, Chris Rhett, Jr. Brandt C. Galloway, and Steve Swedenburg of Columbus, Mississippi 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 26<sup>th</sup> 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 4<sup>th</sup> day of November, 2022.



Inder 10 Michael T. Grav

President The Gray Insurance Company

Cullen S. Piske President The Gray Casualty & Surety Company



State of Louisiana

Parish of Jefferson

On this 4<sup>th</sup> 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 High Alme Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of January , 2025

MarkoMangano

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 8th day of January .2025

Heigh Jamme Henrican



### **BID PROPOSAL (# 2024-069MT)**

Proposal of <u>Grugory Company</u>, LLC de Murphre Paure (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as <u>a Limited Listility Comp</u>ety

To the CITY OF TUPELO, MISSISSIPPI, (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the CONTRACT DOCUMENTS of which this Proposal is a part.

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 specified in the NOTICE TO PROCEED and to fully complete the project within 225 consecutive calendar days. BIDDER further agrees to pay as liquidated damages, the sum of \$750 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No : One Dah: December 30, 2024

\*Insert "a corporation", "a partnership", or "an individual" as applicable

## CONTRACT ADDENDUM

Contract Addendum No.: One

Addendum Date: December 30, 2024

### NAME OF PROJECT: JACKSON STREET IMPROVEMENTS MADISON STREET to FRONT STREET

#### **OWNER:** City of Tupelo

The following modifications are hereby made to the PLANS AND CONTRACT DOCUMENTS:

#### 1. GENERAL NOTES

• Precast concrete drainage structures shall not be allowed on this project.

## 2. CONSTRUCTION PLANS

- Replace Plan Sheet 15 (PP-2 Plan Profile Sheet) with the attached Plan Sheet 15 (PP2 Plan Profile Sheet) dated 12/30/2024. This sheet has been amended to reflect the top of retaining wall grades step downs.
- Replace Plan Sheet 29 (MD-2 Miscellaneous Detail Sheet) with the attached Plan Sheet 29 (MD-2 Miscellaneous Detail Sheet) dated 12/30/2024. This sheet has been amended to reflect the Guardrail / Fence Detail and revision to the Retaining Wall Detail.

John White, PE, PLS

#### BID PROPOSAL (# 2024-069MT)

The BIDDER agrees to perform all WORK for the construction of LUMPKIN AVENUE INTERSECTION IMPROVEMENTS as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

#### **CONTRACT – JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET**

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Clearing & Grubbing	1 L.S.	\$ 33,890.40 Thirty Three Thousand Eight Hundred Minety Dollar & Forty Cents	s <u>33,890.40</u>
2.	Removal of Concrete	274 S.Y.	\$ 19.79 Nindeen Dollars & Twenty Nine Cents	5,264.42
3.	Removal of Retaining Wall	364 Lin Ft.	# 38.42 Thirty Eight Dollars & Forty Two cents	\$ <u>13,98</u> 3.28
4.	Removal of Sidewalk	750 S.Y.	\$ 19.21 Nineteen Dollors & Twenty one Cents	<u>s_14, 409.90</u>
5.	Removal and Replacement of Mailbox	3 Each	\$ 480.11 Four Hundred Dollars & Eleven cents	5 1,440.34
6.	Removal of Inlets	10 Each	H 1, 152.27 One Thousand One Hundre Fifty Two Dollars & Thereby Squer courts	
7.	Removal of Asphalt Pavement	1,003 S.Y.	\$ 19.21 Nineteen Dollars & Twenty one courts	\$ <u>19,270.84</u>

8.	Removal of Chainlink Fence	462 S.Y.	# 9.61 Nine Dollors # Sixty one Souts	\$ 4440.74
9.	Removal of Curb & Gutter	3,605 Lin. Ft.	# 15.37 Fifteen Dollars & Thirty Seven Cent	\$ <u>55,403.08</u>
10.	Removal of Pipes (All Types)	129 L.F.	\$28.91 Twenty Eight Dollans & Fighty one cents	\$ 3,717.04
11.	Removal of Trees	9 Each	\$ 6,721.60 Six Thousand Scuen Hunder Event one dollars \$ Singly Courts	\$ 60,494.36
12.	Removal of Stripe	500 L.F.	\$ 5.77 Five Dollars & Seventy Seven cents	\$_2,883.60
13.	Removal and Replacement of Sign	5 Each	\$ 768.18 Seven Hondred Sixty Eight Dollars & Eightery Courts	5 3,840.9
14.	Borrow Excavation, AH, FME, Class B9	800 C.Y.	# 83.55 Eighny Three Dollors # Fifty Five Cents	\$ the, 839. 04
15.	Unclassified Excavation, FM, AH	1,400 C.Y.	# 33. 13 Thirty Three Dollars # Thirteen Cents	5 4k, 388.1k
16.	Solid Sodding, All Types	1,300 S.Y.	\$7.67 Seven Dollars & Sixty Seven Cents	\$ 9968.40
17.	Watering	26 KGal.	# 38.4Z Thirty Eight Dallars & Forty Two courts	s <u>498.01</u>
18.	Mowing	1 Acre	# 1920.40 Once Thousand Nide Hundred Timenty Dottors & Forty cents	\$_ [923.40

19.	Temporary Silt Fence	1,980 Lin.Ft.	\$ 6.73 Sive Dollars \$ Seventy Three cevels \$ 13,322.23
20.	Wattles, 12"	200 L.F.	\$10.50 Ten Dollars \$ Fifty Shy cento \$ 2,112,48
21.	Select Borrow (PM)	310 C.Y.	\$ 83.55 Eighty Three Dollers \$ fifty five cents \$ 25,900,13
22.	Granular Material (Crushed Stone)	590 C.Y.	\$ 153.64 One hundred fifty Three Vallars & Snoty four \$ 90,648.07 Centes
23.	Geotextile Fabric	1,060 S.Y.	\$5.77 Five Dollars & Sevenly Seven cents \$ 6,113.23
24.	Hot Mix Asphalt, MT (12.5 mm)	125 TON	\$ 232.00 Two Houdred Thirty Two Dollars \$ 29,000.00
25.	Hot Mix Asphalt, MT (19 mm)	310 TON	\$ 190.00 Due Hondrich Nivery Dollars \$ 58,900.00
26.	Hot Mix Asphalt, MT (9,5 mm)	1,739 TON	A 189.00 One Hundred Eighty Nine Dollors \$ 328,1071.00
27.	Cold Milling of Bituminous Pavement, All Depths	1,589 S.Y.	\$ 4.77 Four Dollars & Seventy Seven cens \$ 7,579,53
28.	Class B Structural Concrete, Minor Structures, Per Plans	5 C.Y.	# 3,552.85 Three Thousand Five Howsed Fifty Two Dollars # \$ 17,764.27 Fighty File comb
29.	Concrete Sidewalk	1,430 S.Y.	# 129,63 One Hondred Twenty Nine Dollars & Styly \$ 185,374.33 Three cents

30.	Concrete Driveways With Reinforcement	342 S.Y.	\$ 161.31 Dive Hundred Sisty One Dollars \$ Eynty One cents	\$ <u>65,337.5</u> 2
31.	Combination Curb & Gutter, All Types	4,055 L.F.	\$ 52.82 Fifty Two Dollars \$ Eisting Two cours	\$ 214, 196.45
32.	Stamped and Colored Asphalt Crosswalks	387 S.Y.	\$ 114.42 One Hundred Fourteen Doilleus & Fourty Two Levers	s_44,280.
33.	12" HP Pipe	55 L.F.	\$ 67.22 Sixty Seven Dollars & Twenty Two Contr	s <u>3,697.06</u>
34.	18" HP Pipe	95 L.F.	# 86.42 Eighty Six Dollars & Fourty Two cents	\$ 8,210.05
35.	18" Reinforced Concrete Pipe, Class III	96 L.F.	\$ 105.103 One Hundred Five Dollors & Sirvity Three Cevers	5 10,1 40.94
36.	24" HP Pipe	10 L.F.	\$ 105.62 Done Houdred five Dollars & Swity Two cents	\$_1056.24
37.	Adjustment of Utility Appurtenance	26 Each	\$ 1920.46 Dar Thousand Nine Hund Twenty Dollars & Forty Sty cents	s_49,931.36
38.	Curb Inlet	22 Each	\$ 7585.80 Soven Thousand Ave Honda Eighty five Dollars & Eighty Cents	s <u>166</u> , 887, 63
39.	Convert Inlet to Junction Box	9 Each	\$3456.82 Three Thousand four the Fifly six Dollars \$ Eighty Two courts	8
40.	Brick Retaining Wall	476 L.F.	\$ 728.64 Seven Hundred Twendy Eight Dollars \$	5 346,034,35

shity four could

41.	Guardrail / Fence	476 L.F.	\$67.62 Sixty Seven Dollar & Sixty Two cents	\$ 32, 186.55
42.	Temporary Traffic Stripe, Skip Yellow	4,000 L.F.	\$ 1.00 One Dollar	\$ 4,000.00
43.	Temporary Traffic Stripe, Edge White	7,200 L.F.	# 1.00 One Dollar	\$ 7,200.00
44.	Temporary Traffic Stripe, Continuous Yellow	4,800 L.F.	\$ 1.00 One Dollar	\$ 4,800.00
45.	Temporary Traffic Stripe, Detail White	2,660 L.F.	# 2.00 Two Dollars	\$ 5,320.00
46.	Temporary Traffic Stripe, Detail Yellow	3,280 L.F.	\$ 2.00 Two Dollars	\$00.00
47.	Temporary Legend White,	2,800 S.F	\$ 3.00 Three Dollars	s_ 8,400.00
48.	6" Thermoplastic Traffic Stripe Skip Yellow	e, 2,000 L.F.	A 2.00 Two Dollars	s_4,000.00
49.	6" Thermoplastic Edge Stripe, Edge White	3,600 L.F.	\$ 2.00 Two Dollars	5 7,200.00
50.	6" Thermoplastic Traffic Stripe Continuous Yellow	, 2,400 L.F.	Two Dollars	s_4,800.00
51.	6" Thermoplastic Detail Stripe White	, 1,330 L.F.	# 4.00 Four Dollars	\$ 5,370.00

52.	6" Thermoplastic Detail Stripe, Yellow	1,640 L.F.	\$ 4.00 Four Dellers	s 6,560,00
53.	Thermoplastic Legend, White	1,130 S.F.	\$ 12.00 Twelve Dollars	\$ 13,560.00
54.	Detectable Warning Panels	213 S.F.	\$ 67.22 Sixty Seven Dollen & Twenty Two cents	5-14,317.69
55.	Flowable Fill	10 C.Y.	the (081.76 Sing Houdsed Eight One dollows & Sevendy Sing certy	5.6,817.61
56.	Roadway Construction Stakes	1 L.S.	\$ 54 484.00 Fifty Sy Thousand Four Hundred Elghery four Dollary	\$ 56,484.00
57.	Maintenance of Traffic	1 L.S.	Algg, 180.00 One Hundred Ershoty. No Thousand One Hundred Ershoty Dollars	\$ 139,180.00
58.	Additional Construction Signs	1 S.F.	# 10.00 Ten Dollars	<u>\$ 10,00</u>
59.	Mobilization	1 L.S.	\$ 76,437 Seventy Six Thousand four Hundred Thrity Seven Dollars	\$ 76, 437.00
60.	6" Perforated Pipe for Underdrain	100 L.F.	\$ 19.21 Ner Dillos FTuret One cents	5-1921.32
61.	Geotextile Fabric for Subsurface Drainage, Type III	76 S.Y.	\$ 10.72 Six Joller & Seven Two cerus	5 510.54
62.	Filter Material for Combination Storm Drain and/or Underdrains Type A, FM	10 C.Y.	B 76. 82 Seventy Six Dollars & E1364 Two court	\$ 768.20

 Filter Material for Combination 10 C.Y. Storm Drain and/or Underdrains Type B, FM Sixty Seven Dollars & Theory Two county \$ 672.20

#### **TOTAL OF BID ITEMS (1-63)**

\$ 2,514,270.39

## S Two Million, Five Hundred Fourteen Thousand, Two Nundred Seventy Dollars \$ 39 (TOTAL IN WORDS)

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

In case of discrepancies between unit price words and figures, words shall govern. In the case of discrepancies between the total price listed and the total price computed using Quantity multiplied by Unit Price (in words), the computed price as tabulated by the Engineer shall govern in determining the lowest base bid.

Bidder agrees that Bids may not be withdrawn within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

#### **RESPECTFULLY SUBMITTED:**

Company	Grugony Companies, LLC dbe Murphres Paury Attest	:
Signature	Tong all	SEAL (if Bid is by a Corporation)
Title	Manager	
Address	1138 DL Collums Dr	
	Tupelo, MS 3880]	

#### **BID BOND**

Know all men by these presents, that we, the undersigned, <u>Gregory Companies, LLC dba Murphree Paving</u> as Principal, and Atlantic Specialty Insurance Company

as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of <u>Five Percent of Amount bid (5%)</u> for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this <sup>7th</sup> day of <sup>January</sup> , 20 25 .

The Condition of the above obligation is such that whereas the Principle has submitted to THE CITY OF TUPELO, MISSISSIPPI, a certain Bid, attached hereto and hereby made a part of to enter into contract in writing, for the construction of:

#### **JACKSON STREET IMPROVEMENTS, MADISON STREET to FRONT STREET**

Now, therefore,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principle 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 there with, 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 shall 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 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.

(Principal) Gregory Companies, LLC dba Murphree Paving

(L.S.)

(Surety) Atlantic Specialty Insurance Company

By:

Oana Dimulescu, Attorney-in-Fact



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.



## **Power of Attorney**

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

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

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

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

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

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

By

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force. Signed and sealed. Dated 7th \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 2025

SEAL

1986

W VO



und Barn

Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

- 67 -



# AGENDA REQUEST

TO:	Mayor and City Council
FROM:	John Quaka, Chief
DATE	January 15, 2025
SUBJECT:	IN THE MATTER OF ACCEPTING BID #2024-071PD – TURNING TARGET SYSTEM FOR NMLETC $\mathbf{JQ}$

## **Request:**

Please accept this letter of request to accept Bid# 2024-071PD from Theissen Training Systems (TTS) for the purchase of an electronic turning target system. This system is to be used for necessary training and certifications at the North Mississippi Law Enforcement Training Center. Theissen Training Systems (TTS) placed the winning bid in the amount of \$150,000 to provide the needed system and acknowledged all necessary equipment and delivery requirements.

## **REVERSE AUCTION**

#### Starting Bid Amount: \$0.00 Current Winning Bid Amount: \$150,000.00

#### Time to auction end: Expired

\$0.00 10.00 31.000	Time		
1. 1.000.00			
\$25,000.00			
\$\$0,000.00			for many and the second s
\$75,000.00			+ theissentraining
\$100,000.00			
\$125,000.00			
150,000.00			

#### theissentraining > 01/10/2025 10:00 31 am => \$150,000.00

## \*FORM A\*

Submission Cover Letter for Unpriced Technical Proposals

## TWENTY-FOUR (24) ALL ELECTRIC TURNING TARGETS FOR TUPELO POLICE DEPARTMENT

#### Bid # 2024-071PD

The undersigned proposes to provide equipment as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below:

If, after reviewing all vendor submissions, the City of Tupelo decides to invite

<u>Theissen Training Systems</u> (your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **January 10, 2025, at 10:00 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

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

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

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

Printed Name Todd Meyers

Title Director of Sales

Company Name \_\_\_\_\_ Theissen Training Systems

Email todd.meyers@theissentraining.com

Phone 352-327-2106

## \*FORM B\*

## **SPECIFICATION RESPONSE FORM**

## TWENTY-FOUR (24) ALL ELECTRIC TURNING TARGETS FOR TUPELO POLICE DEPARTMENT

## Bid # 2024-071PD

The undersigned proposes to furnish **TWENTY-FOUR (24) ALL ELECTRIC TURNING TARGETS** for the Tupelo Police Department, which meet the specifications provided. The undersigned certifies that the minimum specifications, terms, and conditions contained in this BID have been considered and understood. By submitting a response, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Please check ' $\checkmark$ ' each line item – confirming specifications listed will be met.

TWENTY-FOUR (24) ALL ELECTRIC TURNING TARGETS							
ТЕМ	MINIMUM SPECIFICATIONS		ACKNOWLEDGE			VARIANCE	
			YES		NO	VARIANCE	
1.1	24 - All Electric Turning Targets		Х				
1.2	2 - Hand Held Remote Controls		Х				
1.3	1 - Toughbook style computer for individual programming	X					
1.4	24 -Stainless Steel Covers over each turning unit		X				
1.5	Shipping to Department Site		Х				
GENERAL BIDDER'S REQUIREMENTS							
	MINIMUM SPECIFICATIONS		NOWLE		-  \	ARIANCE	
D II	The successful bidder will deliver items to be installed to Tupelo	YE	>	NO			
Police De within <u>90</u> best bid. T delivery e Delivery D in delivery City of Tu	Dartment's North Mississippi Law Enforcement Training Center days of the date of the City's acceptance of the lowest and 'he Bidder is to notify the City of Tupelo of any delays in ktending beyond two (2) weeks from the Final Anticipated that e stated in this document. Failure to coordinate major delays with the City of Tupelo designated personnel shall release the belo of this purchase order contract.	x					
All items r	nust be as specified or approved equal by the City of Tupelo.	X					
SPECIFICATION RESPONSE FORM CHECKLIST         Please include all below documents in order for your Specification Response Form to be considered:         ITEM         ACKNOWLEDGE         VARIANCE							
- · -		YE	5	NO			
	argets Specifications Included	X					
	Submission Cover Letter) Included	X					
	Specification Response Form) Included	X					
	/arranty Information/Service Information Included:	X					
if your pr	oduct meets specifications and you are approved to	v					

 If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require venue to either context.

require you to either contact City of Tupelo at 662-841-6456 or <u>traci.dillard@tupeloms.gov</u> at least one day prior to the specification response deadline or the reverse auction date.

# **BIDDER INFORMATION**

Company Theissen Training Systems			_
Physical Address <u>3705 SW 42nd Ave</u>			
Billing Address 3705 SW 42nd Ave			
CityGainesville	_State_FL	Zip <u>32608</u>	
PhoneEmail	info@theissentra todd.meyers@the	-	
Authorized Agent Name Todd Meyers			
Title Director of Sales			
Signature Todd Meyers			




# **GROUND MOUNT 360° TARGET**

#### FEATURES

- ROTATING TARGET MECHANISM FOR INFANTRY TRAINING
- TO TRAIN TARGET DISCRIMINATION & REACTION
- DIFFERENT PRESENTATION MODES
- CONTACT HIT SENSOR WITH ADJUSTABLE SENSITIVITY
- FLOOR OR CEILING MOUNTING OPTION
- RUGGED AND WEATHER-RESISTANT DESIGN
- TROUBLE-FREE FUNCTIONALITY
- SAFE & EASY HANDLING
- BUILT-IN TEST CAPABILITY

- 73 -

#### OVERVIEW

The TTS Stationary Rotating Target (SRT) is specifically designed for dynamic and scalable training in indoor and outdoor shooting ranges. It turns the target silhouettes independently.

#### **PRESENTATION MODES**

- The target holder turns the full range of military infantry target silhouettes.
- The target system provides soldiers and law enforcement with a modular and highly flexible training tool to improve live-fire training skills along with vital friend/foe discrimination techniques.
- The system can be used as a single system or multi target system.
  - The following target presentations are possible in the turning mode:
  - Turning the target silhouette to friend side or foe side
  - Turning the target silhouette to neutral side (edge) 0

#### **OPERATIONAL SETTINGS**

- To operate the target system, it must be connected to an adequate power source and to a range control network.
- A system can either be powered by a power supply utilizing range-supplied power or can also be battery-operated. The system can be controlled by commands from a Range Control System via a hardwired or wireless communication link

#### **TURNING CAPACITY**

The target system can move target silhouettes with a weight up to 5 kg / 11 lbs (e.g. full and half-sized 2D & 3D Infantry Targets, E-type, hoop style, foam backer, and Ftype) in less than 1 second

#### **CONVENTIONAL HIT COUNTING**

- The target holder is equipped with a contact hit sensor that counts all mechanical hits on an installed target silhouette by an incoming projectile. The sensor records subsonic and supersonic ballistic strikes of all calibers of live-fire ammunition (pistol, rifle, machine gun) and even training ammunition.
- The sensor includes hit detection sensitivity adjustment. It enables the adjustment of hit sensitivity so that only impacts from a projectile above an established threshold are counted as a hit
- The sensor supports single shot and burst mode. In the burst mode, a burst of fire is counted as a single hit.

#### **BUILT-IN-TEST STATUS IDENTIFICATION**

- The target system provides local Built-In-Test (BIT) status identification, an initial status information and operational feedback to the control system.
- A display at the target system shows maintenance information (e.g. target type & firmware version, BIT status, COM address & COM status, supply voltage, error messages, status of the contact hit sensor, total hit count, target holder position). The display enables the troubleshooting of the system to isolate faults before extended maintenance services must be done.

#### **TARGET CONTROLLER**

- The system uses a target controller for the communication with the range control network. The target controller can either be an integrated component of the target mechanism, can be attached to target mechanism as a stand-alone unit or can be mounted in a Data-Power Box near the target mechanism.
- The controller includes a firmware that enables precise configuration of the system. Various settings to modify training scenarios such as presentation time, hits to kill or the hit counting mode can be programmed manually at the system or with the control system.

#### LONG-LASTING AND ROBUST OPERATIONAL CAPABILITY

- TTS systems are serving in military and Law Enforcement training and have proven to be dependable and long-lasting tools to train armed forces around the globe.
- The system complies with the requirements of most common public, military, national and international standards.
- All components were selected for their long-life cycles. The design assures outstanding performance and usability. The use of finest materials such as high-grade aluminum and stainless steel ensures long-lasting and robust operational equipment capability.
- All connections and connectors meet high industrial or military specifications and are supplied with protection caps

#### **TROUBLE FREE FUNCTIONALITY**

The system is always easy and safe to operate, maintain, and service. It does not present uncontrolled safety, health, or environmental hazards to operators and maintainers throughout the life cycle of the system.

#### RUGGED AND WEATHER-RESISTANT DESIGN

- The powder-coated, water-proofed and dust-proofed system operates without degradation in performance when operated under difficult environmental conditions such as extreme heat, humidity, high snow and heavy wind load.
- The rugged and weather resistant design enables operation in a temperature range of -25°C/-13°F to +65°C/149°F. Unlimited functionality down to temperatures of -40°C/-40°F can be guaranteed with a cold weather option.

## **INSTALLATION & MOUNTING OPTIONS**

## THEISSEN TRAINING SYSTEMS

3705 SW 42nd Ave, Gainesville, FL 32608, United States of America +1 (352) 490-8020 fon:

- +1 (352) 490-7788 fax:
- mail: info@theissentraining.com

#### web: www.theissentraining.com

The target system is available in portable and fixed-installed versions. Fixed-installed versions can be ground- or ceiling-mounted.

#### TRANSPORT & STORAGE

The system can be transported over land, sea and by air without any special protection measures, they must be secured against slipping only.

#### MAINTENANCE

The system is mainly maintenance-free. Preventive Maintenance includes inspection and cleaning, overhauling of the system is not necessary.

#### ADDITIONAL EQUIPMENT

- The target system can be equipped with an Illumination unit to illuminate the target silhouette to support night firing exercises. An optional infrared lighting function can be added to the illumination. A Muzzle Flash Simulator realistically creates visual effects like flashes, e.g. to simulate a firing weapon.
- For precision shooting the system can be equipped with a LOMAH (Location-Of-Miss-And-Hit) system to evaluate the location of hits on a target silhouette and near misses.
- The target system can be equipped with a ballistic shield to protect the device and to avoid ricochets.

SPECIFICATIONS	
Configurations	
Installation:	Fixed-installed or portable
Power Supply:	Hardwired or battery-powered
Communication:	Hardwired or radio-controlled
Motor	Direct Drive Electric Motor
Target Presentation	
Modes of Operation:	Turning (Friend/Foe/Neutral)
Turning Time:	<1s
Angles of Turning:	0, 90°, 180°, 360°, end positions adjustable
Silhouette Weight:	5 kg (11 lbs)
Hit Counting	
Hit Counter:	Contact Hit Sensor
Hit Frequency:	1200 rounds /min
Supported Firing Modes:	Single & Burst
Power Options	
Power:	Mains Supply or Battery
	(Battery rechargeable with optional solar panel or generator)
Voltage:	110/230 VAC, 12 VDC, others on request
Communication Options	
Hardwired:	DSL, LAN (e.g. Ethernet, Fiber)
Wireless/Radio:	UHF/VHF, WiFi, LTE
Environmental	
Operational Temperature:	-25°C/-13°F to +65°C/149°F
Storage Temperature:	-30°C/-22°F to +72°C/161°F
Enclosure type:	IP 67 (Outdoor/Indoor Rated)
Dimensions	Mechanism
Length:	0,6 ft (185 mm)
Width:	0,9 ft (275 mm)
Height:	0,65 ft (200 mm)
Note: Listed values are the standa	rd configuration. Specifications may vary depending on customer's requirements.

"Note: Theissen Training Systems has the policy of continuing development and reserves the right to mai design changes and improvements to the products. Specifications and features can change without notice







# **RANGE CONTROL COMPUTER**

#### LAPTOP - DELL LATITUDE 14 RUGGED

#### **FEATURES**

- STATE-OF-THE ART CONTROL SYSTEM
- CONTROL OF RANGE DEVICES BY KEYBOARD & MOUSE
- ADJUSTABLE POINT, HIT & MISS SCORING PER TARGET, SHOOTER OR LANE
- PRE-CONFIGURATION OF FIRING SESSIONS AND SHOOTING SCENARIOS
- RECORDING AND PRINTING OF TRAINING RESULTS FOR AFTER-ACTION REVIEW
- SEVERAL EDITORS TO ADAPT THE SOFTWARE TO CUSTOMER'S REQUIREMENTS
- RANGE LAYOUTS CAN BE PRECONFIGURED AND LOADED ON REQUEST
- GRAPHICAL AND TABLE BASED RANGE STATUS DISPLAY
- COMMUNICATION TO RANGE DEVICES VIA CABLE OR WIRELESS

INFO@THEISSENTRAINING.COM

.75. WW.THEISSENTRAINING.COM

#### OVERVIEW

- The Range Control Laptop is a fully computerized control system, that is used to control all types of permanent, semi-permanent and mobile targetry equipment installed on live fire training ranges.
- The Laptop consist of a Tablet PC with a keyboard dock. The tablet can also be used as a compact handheld target control system specifically designed for military use. It is designed and built to withstand environmental and physical stresses encountered in the conduct of training including temperature extremes, drops to hard surfaces, and exposure to water and dust.
- From its multi-functional tablet hard handle, attachable full-size backlit keyboard, to
  a wide variety of straps and harnesses, the tablet can adapt to all your needs indoors
  and in the field through a variety of usage modes and an extensive selection of
  accessories.

#### POWER

The Tablet PC is battery-powered providing up to 9 hours battery life.

#### COMMUNICATION

 The communication to the targets on the range can be hardwired via cable or wireless. For wireless RF communication, an additional radio modem can be attached to communicate with all target systems located in distances of up to 5 km (line-of-sight).

#### SOFTWARE

- The TACF Range Control Software installed gives a detailed oversight, supreme control well as the status monitoring of all target appliances on shooting ranges. It can address up to 1024 systems.
- Typically, it can be programmed to control Stationary Target Systems, Moving Target Systems, Automatic Scoring systems, Effects Simulators, Muzzle Flash & Light simulators, Thermal Image Targets and most other equipment that can be delivered for a live fire training range.
- The software displays the training area graphically and reports the number of hits for each appliance, the hits for friend or foe, the locations of miss and hit, the positions of both stationary and moving targets, and the status and errors for each appliance.
- Stationary targets can be presented and lowered, turned, presentation time can be adjusted, number of exposures and time of delay after hits can be modified. Moving targets can be moved with variable speed, stopped, raised and lowered. Additionally, all systems can be grouped in clusters to react jointly.
- For more information, please see Datasheet "TACF Range Control Software".

Hardware						
Type:	DELL Latitude 12 rugged	ltem # 11.				
Screen Size:	12" IPS TFT LCD FHD					
Screen Resolution:	1920*1080					
Touch Module:	Capacitive multi-touch screen - sunlight-view	able				
AC Adapter:	65W, 100-240VAC, 50 / 60Hz					
Battery:	4-cell (56 Whr) lithium-ion battery					
Endurance:	9 hours, optional hot-swap bridge battery					
CPU:	Intel® Core™ i5-8350U vPro™ Processor					
CPU Speed:	2.6 GHz					
GPU:	Intel® UHD Graphics 620					
RAM:	16 GB					
ROM Flash:	256 GB SSD					
Communication:	10/100/1000 base-T Ethernet, Intel® Dual Band Wireless-AC 8265, 802.11ac, Bluetooth (v4.2)i					
Interfaces:	Headphone out / mic-in combo x 1, DC in Jack x 1, USB 3.0 x 1, USB 3.1 Gen 1 Type-C x 1, LAN (RJ-45) x 1, HDMI x 1, MicroSD slot x 1, Docking connector x 2					
Addressable systems:	1024					
Accessories:	AC adapter, Battery Charger, Radio Modem (if required), Ruggedized Transport Case					
Dimensions						
Size:	311 mm x 229mm x 39 mm					
Weight:	2,72 kg (without hot-swap battery)					
Environmental						
Enclosure type:	IP 65					
Standards:	MIL-STD 810G					
Operational Temperature:	e: -29°C to +63°C					
Storage Temperature:						
Software						
Operating System:	Windows 10 Professional					

#### THEISSEN TRAINING SYSTEMS





# **RANGE CONTROL COMPUTER**

## TABLET PC

#### **FEATURES**

- RUGGED STATE-OF-THE ART TABLET DESIGNED FOR MOBILE USE .
- RUGGEDIZED TRANSPORT CASE .
- CONTROL OF RANGE DEVICES BY TOUCHSCREEN .
- ADJUSTABLE POINT, HIT & MISS SCORING PER TARGET, SHOOTER OR LANE .
- PRE-CONFIGURATION OF FIRING SESSIONS AND SHOOTING SCENARIOS
- RECORDING AND PRINTING OF TRAINING RESULTS FOR AFTER-ACTION REVIEW .
- SEVERAL EDITORS TO ADAPT THE SOFTWARE TO CUSTOMER'S REQUIREMENTS
- RANGE LAYOUTS CAN BE PRECONFIGURED AND LOADED ON REQUEST .
- **GRAPHICAL AND TABLE BASED RANGE STATUS DISPLAY**
- COMMUNICATION TO RANGE DEVICES VIA CABLE OR WIRELESS .

- 77 -

#### OVERVIEW

- The Range Control Tablet is a fully computerized control system, that is used to control all types of permanent, semi-permanent and mobile targetry equipment installed on live fire training ranges.
- The Tablet PC is used as a compact handheld target control system specifically designed for military use. It is designed and built to withstand environmental and physical stresses encountered in the conduct of training including temperature extremes, drops to hard surfaces, and exposure to water and dust.
- From its multi-functional tablet hard handle, attachable full-size backlit keyboard, to
  a wide variety of straps and harnesses, the tablet can adapt to all your needs indoors
  and in the field through a variety of usage modes and an extensive selection of
  accessories.

#### POWER

• The Tablet PC is battery-powered providing up to 14 hours battery life.

#### COMMUNICATION

- The communication to the targets on the range can be hardwired via cable or wireless.
- For wireless RF communication, an additional radio modem can be attached to communicate with all target systems located in distances of up to 5 km (line-ofsight).

#### SOFTWARE

- The TACF Range Control Software installed gives a detailed oversight, supreme control well as the status monitoring of all target appliances on shooting ranges. It can address up to 1024 systems.
- Typically, it can be programmed to control Stationary Target Systems (SIT/SAT), Moving Target Systems (MIT/MAT), Overhead Retrievable Targets (ORT), 360° Rotating Targets (SRT), Automatic Scoring systems (e.g. LOMAH), Effects Simulators, Muzzle Flash & Light simulators, Thermal Image Targets and most other equipment that can be delivered for a live fire training range.
- The software displays the training area graphically and reports the number of hits for each appliance, the hits for friend or foe, the locations of miss and hit, the positions of both stationary and moving targets, and the status and errors for each appliance.
- Stationary targets can be presented and lowered, turned, presentation time can be
  adjusted, number of exposures and time of delay after hits can be modified. Moving
  targets can be moved with variable speed, stopped, lifted, and lowered. Additionally,
  all systems can be grouped in clusters to react jointly.
- For more information, please see Datasheet "TACF Range Control Software".

#### **CONFIGURATION EXAMPLE**

CONFIGURATION LAAN	
Hardware	
Screen Size:	12.5" IPS TFT LCD FHD
Screen Resolution:	1920*1080
Touch Module:	Capacitive multi-touch screen - sunlight-viewable
AC Adapter:	65W, 100-240VAC, 50 / 60Hz
Battery:	Li-Ion smart battery (11.1V, 2100mAh) x 2
Endurance:	LifeSupport <sup>™</sup> battery swappable technology
CPU:	Intel® Core™ i5-8350U vPro™ Processor
CPU Speed:	1.7 GHz
GPU:	Intel® UHD Graphics 620
RAM:	16 GB
ROM Flash:	256 GB SSD
Communication:	10/100/1000 base-T Ethernet, Intel® Dual Band Wireless-AC 8265, 802.11ac, Bluetooth (v4.2)i
Interfaces:	Headphone out / mic-in combo x 1, DC in Jack x 1, USB 3.0 x 1, USB 3.1 Gen 1 Type-C x 1, LAN (RJ-45) x 1, HDMI x 1, MicroSD slot x 1, Docking connector x 2
Addressable systems:	1024
Accessories:	AC adapter, Digitizer, Handstrap, Display Protection Film, Battery Charger, Radio Modem (if required), Ruggedized Transport Case
Dimensions	
Size:	329.5 mm x 238 mm x 24 mm
Weight:	1,8 kg
Environmental	
Enclosure type:	IP 65
Standards:	MIL-STD 810G
Operational Temperature:	-29°C to +63°C
Storage Temperature:	-51°C to +71°C
Software	
Operating System:	Windows 10 Professional
Control Software:	TACF (Training Area Control Facility)
Note: Listed values are the standa	ard configuration. Specifications may vary depending on customer's requirements.

#### THEISSEN TRAINING SYSTEMS

 3705 SW 42nd Ave, Gainesville, FL 32608, United States

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 info@theissentraining.com

 web:
 www.theissentraining.com







# AGENDA REQUEST

- **TO:** Mayor and City Council
- **FROM:** Stephen N. Reed, Assistant City Attorney

DATE January 16, 2025

**SUBJECT:** IN THE MATTER OF THE APPROVAL AN END-USER LICENSE AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) ALLOWING DIRECT ACCESS LIVE VIDEO STREAMING AND FOR RELATED PURPOSES **SR** 

## **Request:**

Attached is an agreement between the City of Tupelo and the Mississippi Department of Transportation that will allow direct access to MDOTtraffic cameras for recording and monitoring by the Tupelo Police Department.

## MDOTTRAFFIC DIRECT ACCESS LIVE VIDEO STREAMING SERVICE GOVERNMENTAL AND PUBLIC SAFETY END-USER LICENSE AGREEMENT

This MDOTtraffic Direct Access Live Video Streaming Service Governmental and Public Safety End-User License Agreement ("Agreement") is made by and among <u>City of Tupelo, Mississippi</u> (Licensee) and the Mississippi Transportation Commission, by and through the Executive Director of the Mississippi Department of Transportation ("Licensor"), effective upon the signature of the Licensor.

1. The Licensor is the owner of the MDOTtraffic traffic-camera master video streaming service and has the right to enter into this Agreement.

2. Licensor grants to Licensee a license to DIRECTLY ACCESS its video distribution network, the MDOTtraffic HQ master video streaming service online and the real-time streaming data from the following described traffic cameras and their concurrent live feeds: See Attached (Exhibit "A")

3. Licensor grants access to live feed cameras to the Licensee for the following purpose: For monitoring traffic by the Tupelo Police Department and investigations of crimes/incidents after the fact.

4. Licensee shall disclose to Licensor all IP addresses that will be used to access the MDOTtraffic HQ video streaming service. Should any of Licensee's IP addresses change, Licensee shall notify Licensor of the change. Please indicate the IP address(es) that will be used to access the MDOTtraffic HQ video streaming service below: 104.232.165.161 and 104.232.165.162

5. Licensee may not exploit or monetize the video stream or feeds and a separate Agreement will be needed for distribution of the master video stream to any third parties. Licensee may not provide the stream or any feeds on its company webpage(s), specifically excepting still digital images produced from a feed.

6. This Agreement is understood as an addendum to the terms and conditions of the MDOT Web Portal Terms of Use. To the extent that any of the terms and provisions of this License contravene any of the MDOT Web Portal Terms of Use, the terms and provisions of this Agreement will control.

7. Licensee may not assign, sublicense, or otherwise transfer any of its privileges or obligations under this Agreement. Licensor reserves the right to modify or discontinue the stream and/or feeds at any time without notice. Licensor further reserves the right to require payment of user fees or the immediate cessation of any use of the stream or feeds by any Licensee.

8. This agreement is governed by the laws of the State of Mississippi. All questions or concerns of the Licensee shall be directed to MDOT's Chief Information Officer at Mississippi Department of Transportation c/o Chief Information Officer, P.O. Box 1850, Jackson, MS 39215-1850, or via email at <u>ITSSupport@mdot.ms.gov</u>.

For the Licensee:

Signature	 Date
0	
Todd Jordan	City of Tupelo, Mississippi
Name Printed	Licensee Organization
For the Licensor:	
Brad White Executive Director of MDOT	 Date
Approved:	, 20 Book: Page:

## EXHIBIT "A"

MDOT Cameras in city limits of Tupelo, MS. (60 cameras)

Cameras	Cameras
Barnes Crossing Rd E of MS 145	MS 145 N of Main St
Barnes Crossing Rd E of US 45	MS 145 N of Symphony Ln PTZ
Barnes Crossing Rd N at I-22	MS 145 N of US 278
Barnes Crossing Rd W of MS 145	MS 145 N at Barnes Crossing Rd
Barnes Crossing Rd W of US 45	MS 145 N of US 278
Coley Rd at McCullough Blvd	MS 145 S of Eason Blvd
Eason Blvd E of US 45 PTZ	MS 145 S of Garfield St PTZ
Eason Blvd W of US 45	MS 145 S of Jackson St PTZ
I-22 at McCullough Blvd PTZ	MS 145 S of Main St
I-22 E at Veterans Memorial Blvd	MS 145 S of McCullough Blvd
I-22 E of Coley Rd	MS 145 S of Symphony Ln PTZ
I-22 W of Coley Rd PTZ	MS 145 S of US 45 PTZ
I-22 W of McCullough Blvd	US 278 E at MS 145 PTZ
I-22 W of US 45	US 278 W of MS 145
I-22 W of Veterans Memorial Blvd	US 278 W of US 45 PTZ
Main St E of MS 145	US 45 N at Barnes Crossing Rd PTZ
Main St E of US 45 PTZ	US 45 N at Main St
Main St W at MS 145 PTZ	US 45 N at MS 145
Main St W at US 45	US 45 N of Barnes Crossing Rd
McCullough Blvd E of Coley Rd	US 45 N of Eason Blvd
McCullough Blvd E of MS 145	US 45 N of I-22 PTZ
McCullough Blvd S of I-22	US 45 N of McCullough Blvd
McCullough Blvd W of Coley Rd PTZ	US 45 S of Barnes Crossing Rd
McCullough Blvd W of MS 145	US 45 S of Eason Blvd
McCullough Blvd W of US 45	US 45 S of I-22
MS 145 N at Eason Blvd PTZ	US 45 S of Main St
MS 145 N at Garfield St	US 45 S of McCullough Blvd PTZ
MS 145 N at McCullough Blvd	US 45 S of MS 145
MS 145 N at Green St	US 45 S of US 278
MS 145 N of Barnes Crossing Rd	



# AGENDA REQUEST

TO:	Mayor and City Council
FROM:	Kelly Knight, Director of Public Works
DATE	January 14, 2024
SUBJECT:	IN THE MATTER OF BID AWARD APPROVAL HOT MIX ASPHALT 6 MONTH SUPPLY BID NO. 2024-070PW - <b>KWK</b>

## **Request:**

We are requesting the approval to award the 6 Month Hot Mix Asphalt Supply Bid to the Sole Bidder –

APAC Mississippi, Inc.

Hot Mix Bituminous Pavement Surface Mix – Pickup by City	\$110.00/ton
Hot Mix Bituminous Pavement Binder Mix – Pickup by City	\$110.00/ton

This pricing is down \$5.00 per ton from the last 6 Month Supply Bid.

	Minute	Entry Sign Up Sheet
	Date: Time:	<u>1/7/2025</u> 10:00
Bid #	2024-070PW	Department: <u>PW</u>
Project:	Hot Mix Asphalt- 6 I	Month Supply
Attandance	Dogod Hentery Hentery	

Hot Mix Bid											
BID # 2024-070PW	APAC	\$ 110.00	\$ 110.00								
BID #		HOT BITUMINOUS PAVEMENT SURFACE MIX - PICKUP BY CITY	HOT BITUMINOUS PAVEMENT BINDER MIX - PICKUP BY CITY								

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#### **BID FORM**

## HOT MIX ASPHALT 6-MONTH SUPPLY BID BID # 2024-070PW

The undersigned proposes to provide materials which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Specifications	Unit Price
Item 1: Hot Bituminous Pavement Surface Mix – Pickup by City	\$110.00
Item 2: Hot Bituminous Pavement Surface Mix – Delivered)	
Item 3: Hot Bituminous Pavement Binder Mix – Pickup by City	\$110.00
Item 4: Hot Bituminous Pavement Binder Mix – Delivered	

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER:	DATE:	
NUMBER:	DATE:	
NUMBER:	DATE:	

BIDDER INFORMATION:
Company Name: APAC Mississippi, Inc.
Company Representative: Holley Benson
Title: Soles Admin
Business Address:
Street: 101 Riverview Dr.
City: <u>Richland</u> State: <u>MS</u> Zip: <u>39218</u>
Signature of Bidder: Halluy Barry
Date: 1/7/2025

#### ADVERTISEMENT FOR PROPOSALS

Notice is hereby given that the City of Tupelo will receive bids for:

#### HOT MIX ASPHALT 6-MONTH SUPPLY Bid # 2024-070PW

#### Until 10:00 AM, CST on January 7, 2025

Bids can be submitted via sealed bid at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at <u>www.tupelomsbids.com</u>. Bid Documents and Specifications can be viewed and obtained online at <u>www.tupelomsbids.com</u>.

Questions regarding the website or electronic bidding should be directed to Plan House at 662-407-0193 or <a href="mailto:admin@phbidding.com">admin@phbidding.com</a>.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI

Traci Dillard Purchasing Clerk

Publishing Dates: December 5, 2024, and December 12, 2024



# AGENDA REQUEST

TO:	Mayor and City Council
FROM:	Kelly Knight, Public Works Director
DATE	January 14, 2025
SUBJECT:	IN THE MATTER OF CHANGE ORDER APPROVAL ARPA BARNES CROSSING BOX CULVERT PROJECT BID NO. 2024-030PW - <b>KWK</b>

### **Request:**

We are requesting the approval of Change Order 1 for the ARPA Barnes Crossing Box Culvert Project Bid No. 2024-030PW.

The Contract Price will increase by \$5,900.00 due to during the installation of the new box culvert, the old clay sewer main had to be replaced.

Original Contract Price	\$512,626.00
Change Order 1	\$5,900.00
New Contract Price	\$518,526.00

## BARNES CROSSING ROAD BOX CULVERT CITY OF TUPELO, MISSISSIPPI

#### **CHANGE ORDER**

Order No.: 1

Date: January 13, 2025

Agreement Date: July 18, 2024

#### Project: BARNES CROSSING ROAD BOX CULVERT

#### **OWNER:** CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

Add the following Pay Items	Original	Revised	Unit	Total
	Quantity	Quantity	Price	Change
41 - Remove & Replace Sewer Main	0 LS	1 LS	\$5,900.00	+ \$5,900.00

Justification:

During the installation of the new box culvert, the old clay sewer main that ran along the centerline of the roadway and across the top of existing storm-drain pipe that was removed, could not be salvaged. The existing pipe was in disrepair. This section of sewer main was replaced with a 30-foot section of new 8" PVC Sewer main and 16 foot section of 14" steel encasement.

ORIGINAL CONTRACT PRICE	\$ <u>512,626.00</u>
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$ <u>512,626.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	\$ <u>5,900.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ <u>518,526.00</u>

Approvals required:
Requested by (CONTRACTOR): Allower Low Townes Comiles
Recommended by (ENGINEER):
Accepted by (OWNER):



# AGENDA REQUEST

TO:	Mayor and City Council
FROM:	Alex Farned, Director of Parks and Recreation
DATE	January 16, 2025
SUBJECT:	IN THE MATTER OF ACCEPTANCE OF DONATION FROM TUPELO SPORTS COUNCIL FOR PURCHASE OF SCOREBOARD FOR AQUATIC FACILITY <b>AF</b>

## **Request:**

The Tupelo Sports Council would like to donate \$7,000, which includes a donation of \$2,500 from Shockwave Aquatics, for the Colorado Scoreboard for the Tupelo Aquatic Center.

Functions: Begin running time Flash/Hold lead split Return to running time Sequence through all flash times Display home and guest scores

Note: 2 quotes are attached

H <sub>2</sub> Öwls	H2Owls 86 Gulf St	Estimate 1540		ltem # 15.
	Milford, CT 06460 US (203) 565-9879 michaeldinapoli1@gmail.com http://www.h2owls.com	DATE 01/06/2025	TOTAL <b>\$7,000.00</b>	
ADDRI		SHIP TO		
	Kennedy o Aquatic Center	Amy Kennedy Tupelo Aquatic Ce	enter	

ACTIVITY	DATE	QUANTITY	RATE	AMOUNT
T <b>iming Systems:Scoreboard LED-R</b> Single-Line, 8 Digit Scoreboard, Outdoor LED - Choose R or Amber Digits	ed	1	2,200.00	2,200.00
<b>nstall</b> nstallation of all equipment, including all mounting hardwa and trim.	are	1	4,500.00	4,500.00
	SUBTOTAL			6,700.00
	SHIPPING			300.00

THANK YOU

\$7,000.00

m

TOTAL

Accepted By

Accepted Date

September 25, 2024



Amy Williams-Kennedy Tupelo Aquatic Center Customer# 0020670

Dear Amy,

The following is the price quotation you requested. Colorado Time Systems provides premier athletic facilities like yours across the world with platinum-quality timing, scoring, and display systems. We look forward to working with you to turn your vision into reality.

Colorado Time Systems offers a wide range of solutions tailored to fit your needs – and your budget. If you have any questions or comments, please call me at 860-882-3460 or e-mail me at <u>carrie.spencer@coloradotime.com</u>. Look for us online at <u>http://www.coloradotime.com</u>.

PLEASE NOTE: Due to ongoing shipping and supply chain issues accurate lead times cannot be established. Lead time for timing equipment is estimated at 12-24 weeks. Touchpads are estimated at 16-20 weeks. Video Displays are estimated at 15-25 weeks. Lead times cannot be guaranteed. Product will ship as soon as it is available.

#### SCOREBOARD

Qty	Model	Description
1	LED-R	Single-line Red LED Scoreboard:
		Each module includes: 10-inch LED digits. Standard unistrut, galvanized steel channel mounting hardware, data cables.
		Scoreboard functions: 1. Begin Running Time 2. Flash and Hold Lead Split 3. Return to Running Time 4. Sequence through all Finish times 5. Display Home and Guest Scores
1	ZSHIP	Estimated cost for ground shipping from Colorado Time Systems to destination.
		PRICE \$2,300
INSTALL	ATION	
Qty	Model	Description
1	INSTALL	Standard Installation & Training

Installation Agreement must be signed and returned upon order

#### **PRICE \$5,000**

1551 E 11<sup>th</sup> Street, Loveland, CO 80537 USA ● +1(970)667-1000 ● (800)279-0111 ● +1(970)667-5876(fax) www.coloradotime.com



Item # 15.

TERMS:	Purchase order or 50% down, net 30 days. Visa, MasterCard or American Express are acceptable. Quote does not include power, permits, engineering fees, delivery charges, or installation, unless otherwise noted. Change order fee of 5% will apply after purchase. Returns are subject to a restocking fee of up to 50%; custom orders including Video Displays are non-returnable. Displaylink+ software and/or equipment are also non-returnable.
	Unless noted, the above pricing <b>DOES NOT</b> reflect cooperative agreement pricing, including but not limited to BuyBoard, U.S. Communities, TIPS, GoodBuy, YMCA Shared Services. Please reach out to your regional sales manager for additional information regarding the contracted pricing.
WARRANTY:	Two-year limited warranty. All other components associated with the above equipment including cable harness, deck plates (excluding titanium deck plates), wall plates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty.
SHIPPING:	PLEASE NOTE: Due to ongoing shipping and supply chain issues, accurate lead times cannot be established. Lead time for timing equipment is estimated at 12-24 weeks. Touchpads are estimated at 16-20 weeks. Video Displays are estimated at 15-25 weeks. Lead times cannot be guaranteed.
	Shipping charges are estimated and subject to change. Tailgate delivery, all unloading is done by receiver. If inside delivery is needed, please call our Sales Team at (800) 279-0111, option 2. Any receiver. If inside delivery is needed, please call our Sales Team at (800) 279-0111, option 2. Any
TAXES:	If purchaser is tax-exempt or purchasing for resale, a copy of purchaser's tax-exempt certificate is not available shall be required at time of order. If purchaser's tax-exempt certificate is not available
	purchaser shall be charged an opport.

No Party to this Agreement shall be responsible under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of FORCE MAJEURE: disease or contagion strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.

Price quotations valid for 30 days. All quotations are in U.S. Dollars.

NOTE:

Best Regards,

Carrie Supper Gencer

Carrie Tupper Spencer Eastern Regional Sales Manager CS/A



# AGENDA REQUEST

то:	Mayor and City Council
FROM:	Alex Farned, PR Director
DATE	January 16, 2025
SUBJECT:	IN THE MATTER OF CHANGE ORDER 01 FOR ROBINS FIELD DRAINAGE IMPROVEMENTS ARPA BID# 2024-020PW AF

## **Request:**

Please approve change order 01 for a decrease of \$26,473.75.00 for ARPA Bid #2024-020PW Robins Field Drainage Improvements project for the following:

Total change order is (\$26,473.75)

This will decrease the project from \$830,556.00 to \$804,082.25

# DabbsCorporation

January 15, 2025

Mr. Alex Farned Director, Parks & Recreation Dept. 655 Rutherford Road Tupelo, Mississippi 38801

REFERENCE: RECOMMENDATION OF CHANGE ORDER NO. 1 (Final Closeout) ROBINS FIELD DRAINAGE IMPROVEMENTS BID NO. 2024-020PW

Dear Mr. Farned:

I am pleased to submit to you, along with the Mayor and City Council, the attached Change Order No. 1 (Final) for this project. The proposed change order is recommended to provide final reconciliation of actual contract quantities and contract time following the completed improvements of the project.

The attached change order is based on the final work that was provided / completed by Townes Construction Co. Inc. for the referenced project. The total change is price is a reduction of the contract price of -\$26,473.75 from \$830,556.00 to \$804,082.25. Contract time was increased by 10 days to allow for the final work to be completed for a total of 100 calendar days. All work is complete and this will be the final contract total amount for this project. Thus, it is our recommendation that the City approve Change Order No. 1 (Final) for the referenced project and authorize the Mayor to execute the Change Order on behalf of the City of Tupelo.

A final pay application has been sent along with this change order showing the remaining balance, including retainage, to be paid to the contract for final completion of the 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

HiD.D.M

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. Armstead Townes III, President, Townes Construction Mr. Shawn Gray, Project Manager, Townes Construction Ms. Jayme Baker, ICM

@dabbscorp		
	OFFICE 662.840.4162	1005 N. Eason Boulevard
20 Marcin (19 Marcin) (19 M 19 Marcin) (19 M 19 Marcin) (19 Mar	MOBILE 601.927.4012	Tupelo, MS 38804

#### CONTRACT CHANGE ORDER

DATE: 1/15/25

CONTRACTOR:

CONTRACT FOR:

OWNER:

CHANGE ORDER NO. 1 (Final)

PROJECT NO.:

BID NO. 2024-020PW CITY OF TUPELO TOWNES CONSTRUCTION CO. INC.

ROBINS FIELD DRAINGE IMPROVEMENTS

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

	Description of Chang (Supplemental Plans and Specific	DECREASE in Contract Price	INCREASE in Contract Pr						
ITEM	DESCRIPTION								
	SEE ATTACHED BREAKDOWN OF COSTS / SUMMARY OF QUANTITIES								
		\$ 26,473.75	\$	-					
NET CHANGE IN CONTRACT PRICE					(\$26,4	73.75)			

This change order is necessary in order to provide the final adjustment to quantites that is required to complete JUSTIFICATION FOR CHANGES: the project in accordance with the project requirements set forth in the Contract Documents. Adjustments were necessary to various pay items based on field conditions and impacts of weather, etc.

Original Contract Price:					\$			830,556.00
Previous Change Order(s) Am	ount:				\$			-
The amount of the Contract w		Sum Of:				Dollars	\$	(26,473.75)
The Contract Total Including the			e:			Dollars	\$	804,082.25
The Contract Period Provided	for Completion Will Be	(Increased)	(Decreased)	(Unchanged):		10	Day	s.
	come a supplement to th	e contract an	d all provision	ns will apply he	ereto.			
Accepted				(Owner)			(Dat	
				(Owner)			(Dat	e)
Recommended	DAL	D.D.	N				1/15/	25

(Owner's Architect/Engineer)

(Date)

Accepted

(Contractor)

(Date)

	CHANGE ORDER #F-I (FINAL SUMMARY OF QUANTITIES) ROBINS FIELD DRAINAGE IMPROVEMENTS - BID NO. 2024-020PW CONTRACTOR: TOWNES CONSTRUCTION CO. INC. CITY OF TUPELO, MISSISSIPPI								
TEM NO.	DESCRIPTION	PLAN QNTY	UNIT	UNIT PRICE	CONTRACT TOTAL	FINAL QNTY	FINAL TOTAL	C.O. F-I TOTA	
1	MOBILIZATION	LS	1	\$33,491.00	\$ 33,491.00	1.00	\$ 33,491.00	\$0.00	
2	CLEARING & GRUBBING	LS	1	\$16,691.00	\$ 16,691.00	1.00	\$ 16,691.00	\$0.00	
3	REMOVAL OF EXISTING SODDING	SY	10350	\$0.65	\$ 6.727.50	10,350.00	\$ 6,727.50	\$0.00	
4	REMOVAL OF CONCRETE CURB & GUTTER	LF	270	\$10.00	\$ 2,700.00	270.00	\$ 2,700.00	\$0.00	
5	REMOVAL OF ASPHALT PAVEMENT (WALKING TRACK)	SY	330	\$6.00	\$ 1,980.00	330.00	\$ 1,980.00	\$0.00	
6	REMOVAL OF ASPHALT PAVEMENT (ROADWAY / PARKING LOT)	SY	605	\$6.00	\$ 3,630.00	605.00	\$ 3,630.00	\$0.00	
7	REMOVAL OF CONCRETE SIDEWALK	SY	40	\$50.00	\$ 2,000.00	40.00	\$ 2,000.00	\$0.00	
8	REMOVAL OF GRATE INLETS	EA	7	\$800.00	\$ 5,600.00	7.00	\$ 5,600.00	\$0.00	
9	REMOVAL OF CONCRETE DRAINAGE STRUCTURE, PER PLANS	EA		\$2.000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$0.00	
	REMOVAL OF CURB INLETS	EA	4	\$800.00	\$ 3,200.00	4.00	\$ 3,200.00	\$0.00	
	REMOVAL OF CONCRETE JUNCTION BOX	EA	2	\$1,000.00	\$ 2,000.00	2.00	\$ 2,000.00	\$0.00	
		EA	2	\$2,000.00	\$ 4,000.00	3.00	\$ 6,000.00	\$2,000.00	
12	REMOVAL OF SEWER MANHOLE					808.00	\$ 12,120.00	\$2,850.00	
	REMOVAL OF EXIST. 12" DRAIN PIPE	LF	618	\$15.00					
14	REMOVAL OF EXIST. 15" DRAIN PIPE	LF	222	\$15.00	\$ 3,330.00	222.00	\$ 3,330.00	\$0.00	
15	REMOVAL OF BRICK ARCH CULVERT	LF	725	\$15.00	\$ 10,875.00	865.00	\$ 12,975.00	\$2,100.00	
16	REMOVAL OF EXIST. 12" SANITARY SEWER PIPE	LF	24	\$42.00	\$ 1,008.00	24.00	\$ 1,008.00	\$0.00	
17	BORROW EXCA VATION	СҮ	700	\$20.00	\$ 14.000.00	1,450.00	\$ 29,000.00	\$15,000.00	
18	EXCESS EXCAVATION	CY	650	\$10.00	\$ 6,500.00	1,200.00	\$ 12,000.00	\$5,500.00	
19	CRUSHED STONE BASE MATERIAL FOR PAVING ITEMS	TON	350	\$40.00	\$ 14,000.00	350.00	\$ 14,000.00	\$0.00	
20	GRANULAR RCP PIPE TRENCH STABILIZATION	СҮ	120	\$70.00	\$ 8,400.00	135.00	\$ 9,450.00	\$1,050.00	
21	ASPHALT SURFACE COURSE, 9.5 MM MIX	TON	80	\$175.00	\$ 14,000.00	109.97	\$ 19,244.75	\$5,244.75	
22	ASPHALT BASE COURSE, 19 MM MIX	TON	265	\$165.00	\$ 43,725.00	140.00	\$ 23,100.00	(\$20,625.00	
23	FLOWABLE FILL, NON-EXCA VA TABLE	СҮ	5	\$300.00	\$ 1,500.00	58.00	\$ 17,400.00	\$15,900.00	
24	CONCRETE CURB, MATCH EXISTING	LF	180	\$18.00	\$ 3.240.00	424.00	\$ 7,632.00	\$4,392.00	
25	CONCRETE SIDEWALK, MATCH EXISTING	SY	20	\$155.00	\$ 3,100.00	40.00	\$ 6,200.00	\$3,100.00	
26	REINFORCED CONCRETE JUNCTION BOX, PER PLANS	EA	4	\$3,700.00	\$ 14,800.00	4.00	\$ 14,800.00	\$0.00	
27	3x3' REINFORCED CONCRETE JUNCTION BOX	EA	2	\$3,700.00	\$ 7,400.00	2.00	s 7,400.00	\$0.00	
		EA	6	\$3,700.00	\$ 22,200.00	6.00	\$ 22,200.00	\$0,00	
28	3'x3' REINFORCED CONCRETE INLET, WITH GRATE	EA		\$6,800.00	\$ 6,800.00	1.00	\$ 6,800.00	\$0.00	
29	8x6' REINFORCED CONCRETE INLET. WITH GRATE				\$ 3,700.00	1.00	\$ 3,700.00	\$0.00	
30	REINFORCED CONCRETE CURB INLET TYPE SS-2	EA	1	\$3,700.00				\$0.00	
31	PVC DOUBLE 2' X 3' CURB INLET DRAIN BASIN	EA	2	\$3,700.00	\$ 7.400.00	2.00	S 7,400.00		
32	REINFORCED CONCRETE JUNCTION BOX W/ MANHOLE ACCESS LID	EA	1	\$3,700.00	\$ 3,700.00	1.00	\$ 3,700.00	\$0.00	
33	48" REINFORCED CONCRETE SANITARY SEWER MANHOLE	EA	1	\$8.800.00	\$ 8,800.00	2.00	\$ 17,600.00	\$\$,800.00	
34	18" STEEL CASING FOR SANITARY SEWER	LF	10	\$755.00	\$ 7,550.00	10.00	\$ 7,550.00	\$0.00	
35	12" PVC SANITARY SEWER PIPE	LF	34	\$188.00	\$ 6,392.00	34.00	\$ 6,392.00	\$0.00	
36	8" PVC SANITARY SEWER PIPE	LF	102	\$152.00	\$ 15,504.00	40.00	\$ 6,080.00	(\$9,424.00)	
37	14" STEEL CASING FOR 8" WATERLINE	LF	10	\$605.00	\$ 6,050.00	55.00	\$ 33,275.00	\$27,225.00	
38	10" STEEL CASING FOR 4" WA TERLINE	LF	10	\$555.00	\$ 5,550.00	27.00	\$ 14,985.00	\$9,435.00	
39	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	2	\$4,700.00	\$ 9,400.00	2.00	\$ 9,400.00	\$0.00	
40	CONNECT TO EXISTING PIPES	EA	6	\$600.00	\$ 3,600.00	8.00	\$ 4,800.00	\$1,200.00	
41	CONCRETE, CLASS B	CY	15	\$800.00	\$ 12,000.00	3.00	\$ 2,400.00	(\$9,600.00)	
42	15" HDPE DRAINAGE PIPE	LF	840	\$21.00	\$ 17,640.00	840.00	\$ 17,640.00	\$0.00	
43	18" HDPE DRAINAGE PIPE	LF	12	\$40.00	\$ 480.00	20.00	\$ 800.00	\$320.00	
43	72* REINFORCED CONCRETE PIPE (RCP)	LF	642	\$340.00	\$ 218,280.00	642.00	\$ 218,280.00	\$0.00	
		LF	65	\$850.00	\$ 55.250.00	65.00	\$ 55,250.00	\$0.00	
45	6' X 6' REINFORCED CONCRETE BOX CUVLERT	·	÷						
46	SOLID SODDING	SY	11450	\$3.65	\$ 41,792.50	12,240.00		\$2,883.50	
47	6" TOPSOIL	CY	250	\$10.00	\$ 2.500.00	500.00		\$2,500.00	
48	LANDSCAPING	LS	1	\$2,000.00	\$ 2,000.00	0.00	s -	(\$2,000.00)	
49	TEMPORARY FENCING / BARRIER	LF	1200	\$2.75	\$ 3,300.00	2,300.00	\$ 6,325.00	\$3,025.00	
50	TEMPORARY TRAFFIC CONTROL / BARRIERS	LS	1	\$4,500.00	\$ 4,500.00	1.00	S 4,500.00	\$0.00	
51	EROSION CONTROL	LS	1	\$2.000.00	\$ 2,000.00	1.00	\$ 2,000.00	\$0.00	
52	GAS LINE RELOCATION (AS REQ'D)	LS	1	\$10,000.00	\$ 10,000.00	0.00	s -	(\$10,000.00	
53	ELECTRICAL REPAIRS / RELOCATION (AS REQ'D)	LS	1	\$15,000.00	\$ 15,000.00	1.00	\$ 15,000.00	\$0.00	
54	CONTINGENCY	LS	1	\$100,000.00	\$ 100.000.00	0.1265	\$ 12,650.00	(\$87,350.00	
			-		\$830,556.00		\$804,082.25	(\$26,473.7	

A	
OWNER: City of Tupelo PROJECT: Robins Field Drainag Address:	e APPLICATION NO: 6 & Final Distribution to:
	PERIOD TO: 1/13/2025 CONTRACTOR
OM SUBCONTRACTOR: VIA ARCHITECT: Townes Construction Co. Inc. Dabbs Corporation	
16398 Hwy 8 West	PROJECT NO: 2024020PW
Grenada, MS 38901 NTRACT I Robins Field Drainage Improvements 2024-020PW	CONTRACT DATE:
<b>ONTRACTOR'S APPLICATION FOR PAYMENT</b> plication is made for payment, as shown below, in connection with the Contract. ntinuation Sheet, AIA Document G703, is attached.	The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
ORIGINAL CONTRACT SUM         \$ 830,556.00           Net change by Change Orders         \$ 0.00           CONTRACT SUM TO DATE (Line 1 ± 2)         \$ 830,556.00	SUBCONTRACTOR:
TOTAL COMPLETED & STORED TO \$ 804,082.25 DATE (Column G on G703)	By: amytead Jours TII DatsHAWN GRAV
RETAINAGE:       a.       5       % of Completed Work       \$       0.00         icolumn D + E on G703)       b.       % of Stored Material       \$	State of: M5 Subscribed and sworn to before me this 14 Notary Public: Shaw Dwy My Commission expires: 2-21-28
Total in Column I of G703)\$TOTAL EARNED LESS RETAINAGE\$(Line 4 Less Line 5 Total)\$LESS PREVIOUS CERTIFICATES FORPAYMENT (Line 6 from prior Certificate)\$CURRENT PAYMENT DUE\$BALANCE TO FINISH, INCLUDING RETAINAGE\$(Line 3 less Line 6)\$	ARCHITECT'S CERTIFICATE FOR PAYMENT         In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.         AMOUNT CERTIFIED       \$44,621.61
CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
Total changes approved in previous months by Owner	ENGINEER:
Total approved this Month	By:
TOTALS	This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without
NET CHANGES by Change Order	prejudice to any rights of the Owner or Contractor under this Contract. THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5292

Townes Construction CO. Inc. 16398 HWY 8 West Grenada MS 38901 Estimate No: 6 & Final

Project: Robins Field Drainage Improvements Owner: City of Tupelo Bid No: 2024-020PW Ending: 1/13/2025

Sennare				Contract				Completed	
Item No	Description	Quanity	Unit	Cost	Total	Current	Previous	Quanity	Total
	Mobilization	1	LS	\$33,491.00	\$ 33,491.00		1.00	1	\$ 33,491.00
2	Clearing& Grubbing	1	LS	\$16,691.00	\$ 16,691.00		1	1	\$ 16,691.0
	Removal of Existing Sod	10350	SY	\$0.65	\$ 6,727.50		10350	10350	\$ 6,727.5
	Removal of Concrete Curb & Gutter	270	LF	\$10.00	\$ 2,700.00		270	270	\$ 2,700.0
5	Removal of Asphalt Pavement(Walk Track)	330	SY	\$6.00	\$ 1,980.00		330	330	\$ 1,980.0
6	Removal of Asphalt Pavement (RD Way/Parkg	605	SY	\$6.00	\$ 3,630.00		605	605	\$ 3,630.0
7	Removal of Concrete Sidewalk	40	SY	\$50.00	\$ 2,000.00		40	40	\$ 2,000.0
8	Removal of Grate Inlets	7	EA	\$800.00	\$ 5,600.00		7	7	\$ 5,600.0
9	Removal of Concrete Drainage Structure	1.00	EA	\$2,000.00	\$2,000.00	7	1	1	\$ 2,000.
10	Removal of Curb Inlets	4	EA	\$800.00	\$ 3,200.00		4	4	\$ 3,200.
11	Removal of Concrete Junction Box	2	EA	\$1,000.00	\$ 2,000.00		2	2	\$ 2,000.
12	Removal of Sewer Manhole	2	EA	\$2,000.00	\$ 4,000.00		3	3	\$ 6,000
13	Removal of Existing 12" Drain Pipe	618	LF	\$15.00	\$ 9,270.00		808	808	\$ 12,120
14	Removal of Existing 15" Drain Pipe	222.00	LF	\$15.00	\$ 3,330.00		222	222	\$ 3,330
15	Removal of Brick Arch Culvert	725.00	LF	\$15.00	\$10,875.00		865	865	\$ 12,975
16	Removal of Existing 12" San Sewer Pipe	24.00	LF	\$42.00	\$1,008.00		24	24	\$ 1,008
17	Borrow Excavation	700.00	CY	\$20.00	\$14,000.00		1450	1450	\$ 29,000
18	Excess Excavation	650.00	CY	\$10.00	\$ 6,500.00		1200	1200	\$ 12,000
19	Crushed Stone Base Material for Paving	350.00	TON	\$40.00	\$ 14,000.00		350	350	\$ 14,000
20	Granular RCP Pipe Trench Stabilization	120.00	СҮ	\$70.00	\$ 8,400.00	15	5 120	135	\$ 9,450
21	Asphalt Surface Course, 9.5MM Mix	80.00	Ton	\$175.00	\$ 14,000.00		109.97	109.97	\$ 19,244
22	Asphalt Base Course 19MM Mix	265.00	TON	\$165.00	\$ 43,725.00		140	140	\$ 23,100
23	Flowable fill, Non-Excavatable	5.00	CY	\$300.00	\$ 1,500.00		58	58	\$ 17,400
24	Concrete Curb Matching Existing	180.00	LF	\$18.00	\$ 3,240.00		424	424	\$ 7,632
25	Concrete Sidewalk Match Existing	20.00	SY	\$155.00	\$ 3,100.00		40	40	\$ 6,200
26	Reinf Concrete Junction Box	4	EA	\$3,700.00	\$ 14,800.00		4	4	\$ 14,800
27	7 3'x3' Reinf Concrete Junction Box	2	EA	\$3,700.00	\$ 7,400.00		2	2	\$ 7,400
	Subtotal This Page				\$ 239,167.50				\$ 275,679

Subtotal This Page

Drainage Completed									
Item No	Description	Quanity	Unit	Cost	Total	Current	Previous	Quanity	Total
28	3'x3' Reinf Concrete Inlet with Grate	6.00	EA	\$3,700.00	\$22,200.00		6	6	\$22,200.00
29	8'x6' Reinf Concrete Inlet With Grate	1.00	EA	\$6,800.00	\$6,800.00		1	1	\$6,800.00
30	Reinf Concrete Curb inlet Type SS-2	1.00	EA	\$3,700.00	\$3,700.00		1	1	\$3,700.00
31	PVC Double 2'x3' Curb Inlet Drain Basin	2.00	EA	\$3,700.00	\$7,400.00		2	2	\$7,400.00
32	Reinf Concrete Junct Box w Manhole ACC	1.00	EA	\$3,700.00	\$3,700.00		1	1	\$3,700.00
33	48" Reinf Concrete San Sewer Manhole	1.00	EA	\$8,800.00	\$8,800.00		2	2	\$17,600.00
34	18" Steel Casing for Sanitary Sewer	10.00	LF	\$755.00	\$7,550.00		10	10	\$7,550.00
35	12" PVC Sanitary Sewer Pipe	34.00	LF	\$188.00	\$6,392.00		34	34	\$6,392.00
36	8" Sanitary Sewer Pipe	102.00	LF	\$152.00	\$15,504.00		40	40	\$6,080.00
37	14" Steel Casing for 8" Waterline	10.00	LF	\$605.00	\$6,050.00		55	55	\$33,275.00
38	10" Steel Casing for 4" Waterline	10.00	LF	\$555.00	\$5,550.00		27	27	\$14,985.00
39	Connect to Existing Sanitary Sewer Manhole	2.00	EA	\$4,700.00	\$9,400.00		2	2	\$9,400.00
	Connect to Existing Pipes	6.00	EA	\$600.00	\$3,600.00	2	6	8	\$4,800.00
41	Concrete Class B	15.00	CY	\$800.00	\$12,000.00	3	0	3	\$2,400.00
42	15" HDPE Drainage Pipe	840.00	LF	\$21.00	\$17,640.00		840	840	\$17,640.00
43	18" HDPE Drainage Pipe	12.00	LF	\$40.00	\$480.00		20	20	\$800.00
44	72" Reinf Concrete Pipe (RCP)	642.00	LF	\$340.00	\$218,280.00		642	642	\$218,280.00
45	6'x6' Reinf Concrete Box Culvert	65.00	LF	\$850.00	\$55,250.00		65	65	\$55,250.00
46	Solid Sodding	11450.00	SY	\$3.65	\$41,792.50		12240	12240	\$44,676.00
	6" Topsoil	250.00	CY	\$10.00	\$2,500.00		500	500	\$5,000.00
	3 Landscaping	1.00	LS	\$2,000.00	\$2,000.00				\$0.00
49	Temporary Fencing/Barrier	1200.00	) LF	\$2.75	\$3,300.00		2300	2300	\$6,325.00
	D Temporary Traffic Control/ Barriers	1.00	) LS	\$4,500.00	\$4,500.00		1	. 1	\$4,500.00
	1 Erosion Control	1.00		\$2,000.00	\$2,000.00		1	1	\$2,000.0
5	2 Gas Line Relocation (as req'd)	1.00	) LS	\$10,000.00	\$10,000.00	)			\$0.0
	B Electrical Repairs / Relocation (as req'd)	1.00	) LS	\$15,000.00	\$15,000.00		1	. 1	\$15,000.0
					and the second se				

\$ 830,556.00

\$100,000.00

\$591,388.50

\$ 804,082.25

\$528,403.00

\$12,650.00

0.1265

0.127

LS \$100,000.00

1.00

54 Contingency (10%)

**Total Contract** 

Subtotal This Page



# AGENDA REQUEST

TO:	Mayor and City Council
FROM:	Alex Farned, Director
DATE	January 16, 2025
SUBJECT:	IN THE MATTER OF APPROVAL OF CONTRACT FOR VETERANS PLAYGROUND AF

#### **Request:**

I would like to recommend that the City Council and Mayor approve the contract for Struthers Recreation for the playground structure at Veterans Park and allow the Mayor to sign the contract. This contract is pending Legal review and approval.

Note: The contract is attached to this request.

# AIA Document A101° – 2017

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

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

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

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

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

Struthers Recreation, LLC General Corporation 220 Applegate Trace Pelham, AL 35124 Telephone Number: 1-800-221-8869

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

Veterans Park Playground 800 North Veterans Blvd Tupelo, MS 38804 The work includes the construction of a new playground, synthetic turf play surface, shaded bench, and additional work to improve drainage and overall function of the park.

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

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

The Owner and Contractor agree as follows.

#### ADDITIONS AND DELETIONS:

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

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

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

#### TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION ARTICLE 3

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

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

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

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

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work: (Check one of the following boxes and complete the necessary information.)

Init. I

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- [X] Not later than One Hundred and Twenty (120) calendar days from the date of commencement of the Work.
- [] By the following date:

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

Portion of Work	Substantial Completion Date
N/A	-

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

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Three Thousand, Seventy-Seven Dollars and Zero Cents (\$ \$133,077.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

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

ltem	Price
Alternate #1	\$20,886.00

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

ltem	Price	<b>Conditions for Acceptance</b>
N/A		

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

> ltem Contingency Allowance #1

Price \$5,000.00

§ 4.4 Unit prices, if any:

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

ltem

**Units and Limitations** 

Price per Unit (\$0.00)

N/A

§ 4.5 Liquidated damages, if any:

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

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

§ 4.6 Other:

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

N/A

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#### ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

#### § 5.1.7 Retainage

**User Notes:** 

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

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

5% of Completed Work

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§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

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

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

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

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

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

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

#### § 5.3 Interest

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

%

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

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

#### § 6.2 Binding Dispute Resolution

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

- [ ] Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- [X] Litigation in a court of competent jurisdiction
- [] Other (Specify)

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

#### ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative: (Name, address, email address, and other information)

Mr. Alex Farned 655 Rutherford Road Tupelo, MS 38801 Telephone Number: 662-841-6440 Fax Number: 662-841-6580 Mobile Number: 662-401-2075 Email Address: alex.farned@tupeloms.gov

§ 8.3 The Contractor's representative: (Name, address, email address, and other information)

Mr. Zach Ford 220 Applegate Trace Pelham, AL 35124 Telephone Number: 1-800-221-8869

Mobile Number: 662-426-2033

Init.

User Notes:

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Email Address: zach@struthersrec.comcom

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

#### § 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203<sup>TM</sup>\_2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Other provisions:

#### **ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101<sup>™</sup>-2017, Standard Form of Agreement Between Owner and Contractor .1
- .2 AIA Document A101<sup>TM</sup>\_2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM\_2017, General Conditions of the Contract for Construction
- AIA Document E203<sup>TM</sup>-2013, Building Information Modeling and Digital Data Exhibit, dated as .4 indicated below:

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

.5 Drawings

	<b>Number</b> L1.0 – L1.6	<b>Title</b> Notes – Site Details	<b>Date</b> 10.28.2024	
.6	Specifications			
	Section All Sections	Title	<b>Date</b> 10.28.2024	<b>Pages</b> All Inclusive
.7	Addenda, if any:			
	Number NA	Date	Pages	

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

.8 Other Exhibits:

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

- AIA Document E204<sup>™</sup>–2017, Sustainable Projects Exhibit, dated as indicated below: [] (Insert the date of the E204-2017 incorporated into this Agreement.)
- [] The Sustainability Plan: Title Date Pages [] Supplementary and other Conditions of the Contract: Document Title Date
- .9 Other documents, if any, listed below:

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

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

**OWNER** (Signature)

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

**CONTRACTOR** (Signature)

Mr. Blake Struthers, Construction Manager, Struthers Recreation, LLC (Printed name and title)

Pages

# Additions and Deletions Report for

AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:55:18 ET on 01/16/2025.

#### PAGE 1

AGREEMENT made as of the Twenty-First day of January in the year Two Thousand Twenty-Five

...

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

...

Struthers Recreation, LLC General Corporation 220 Applegate Trace Pelham. AL 35124 Telephone Number: 1-800-221-8869

...

Veterans Park Playground 800 North Veterans Blvd Tupelo, MS 38804 The work includes the construction of a new playground, synthetic turf play surface, shaded bench, and additional work to improve drainage and overall function of the park.

....

Sloan Landscape Architecture, Limited Liability Company 301 West Main Street Tupelo, MS 38804 Telephone Number: 662-432-4156 Fax Number: 662-432-4160 PAGE 2

[X] PAGE 3

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

[X] Not later than <u>One Hundred and Twenty</u> (<u>120</u>) calendar days from the date of commencement of the Work.

...

N/A

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Three Thousand, Seventy-Seven Dollars and Zero Cents (\$ \$133.077.00 ), subject to additions and deductions as provided in the Contract Documents.

Alternate #1	<u>\$20,886.00</u>
<u>N/A</u>	
Contingency Allowance #1	\$5,000.00
<u>N/A</u>	

• • •

...

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

...

#### N/A PAGE 4

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

...

5% of Completed Work PAGE 5

N/A PAGE 6

> [X] Litigation in a court of competent jurisdiction

...

Mr. Alex Farned 655 Rutherford Road Tupelo, MS 38801 Telephone Number: 662-841-6440 Fax Number: 662-841-6580 Mobile Number: 662-401-2075

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#### Email Address: alex.farned@tupeloms.gov

...

Mr. Zach Ford 220 Applegate Trace Pelham, AL 35124 Telephone Number: 1-800-221-8869

...

Mobile Number: 662-426-2033 Email Address: zach@struthersrec.comcom PAGE 7

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, AIA Document E203TM\_2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

.4	and Digital Data Exhibit,	eling exhibit, <u>AIA Document E203™</u> lated as indicated below: <i>ding information modeling exhibit E2</i>		
•••				
	L1.0 – L1.6	<u>Notes – Site Details</u>	10.28.2024	
	All Sections		10.28.2024	All Inclusive
PAGE 8	NA			
		Mr. Blake Struth	ers. Construction N	Janager, Struthers

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

Recreation, LLC

# **Certification of Document's Authenticity**

AIA<sup>®</sup> Document D401<sup>™</sup> – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:55:18 ET on 01/16/2025 under Order No. 2114596654 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101<sup>TM</sup> - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

STRUCTIO (Title)

(Dated)

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

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

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

- 9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
- TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
- Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
   Miss. Const. Art. 4, S 104: Miss. Const. Art. 4, S 100: Miss. Co. b. Art. 5

Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

- TUPELO does not agree to submit to binding arbitration. Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
- TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law. Miss. Code Ann. § 31-7-305.
- 14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction. Miss. Code § 25-61-9 (7).
- 15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.

Miss. Code § 25-61-9 (1).

16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control

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

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

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

- 18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years. Miss. Code Anno. 21-27-1
- All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO. MS AG Ops. 2012-00013
- 20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.

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

Acknowledged and agreed:

**CONTRACTING PARTY** Date: 1/17/25

CITY Date:



TO:	Mayor	and	Citv	Council
10.	mayor	unu	City	Counten

**FROM:** Johnny Timmons, Manager TW&L

**DATE:** January 15, 2025

**SUBJECT:** IN THE MATTER OF APPROVAL OF CONTRACT WITH PAUL SMITHEY CONSTRUCTION COMPANY, INC. FOR BID # 2024-062WL: COLONIAL ESTATES LIFT STATION REHABILITATION **JT** 

# **Request:**

I recommend award of the attached contract with Paul Smithey Construction Company, Inc. for the Colonial Estates Lift Station Rehabilitation. The bid for this project was awarded thru your regular meeting on December 17, 2024 at a contract price of \$504,561.81.

Please let me know if you have any questions.

DATE: December 30, 2024

ARC MS-21688 Project Identification No. Item # 18

## TO: <u>PAUL SMITHEY CONSTRUCTION CO., INC.</u> 702 WESTMORELAND DR., TUPELO, MS 38801 P.O. BOX 367, BELDEN, MS 38826

PROJECT DESCRIPTION: COLONIAL ESTATES LIFT STATION REHABILITATION

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated <u>December 10</u>, 20<u>24</u> and Instructions for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$504,560.81

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

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this <u>30th</u> day of <u>December</u> 2024

<u>CITY OF TUPELO</u> Owner

Ву \_\_\_\_\_

Title Todd Jordan, Mayor

#### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

00 51 00

By **PAUL SMITHEY CONSTRUCTION CO., INC.** 

December , 2024. this 30th day of

Title Wesley Nelson, President

Notice of Award ARC

2024.09.30

010114

Page 1 of 1

# COLONIAL ESTATES LIFT STATION REHABILITATION CITY OF TUPELO

### AGREEMENT

This AGREEMENT, made this <u>30th</u> day of <u>December</u>, 20<u>24</u> by and between <u>CITY OF</u> <u>TUPLEO</u>, hereinafter called "OWNER" and <u>PAUL SMITHEY CONSTRUCTION CO., INC</u>, doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called "CONTRACTOR".

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

- 1. The CONTRACTOR will commence and complete the construction of <u>COLONIAL ESTATES</u> <u>LIFT STATION REHABILITATION, ARC PROJECT NO. MS-21688.</u>
- 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 on or before the date of the NOTICE TO PROCEED and will complete the same within <u>120</u> consecutive 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 for the sum of \_\_\_\_\_\_ Five Hundred and Four Thousand, Five Hundred and Sixty 81/100------ Dollars (\$504,560.81-----\_\_)

being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.

- 5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Bid Proposal
  - (D) Bid Documents
  - (E) Bid Bond
  - (F) Agreement
  - (G) Certificate of Owner's Attorney
  - (H) General Conditions
  - (I) Special Conditions
  - (J) Payment Bond
  - (K) Performance Bond
  - (L) Notice of Award
  - (M) Notice to Proceed
  - (N) Change Order
  - (O) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.

00 52 13

Contract Agreement ARC

**HERR** 

2024.09.30

Page 1 of 2

# AGREEMENT (CONT.)

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. 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 four copies, each of which shall be deemed an original on the date first written.

#### **OWNER:**

#### **CITY OF TUPELO**

**BY**:\_\_\_

Name: \_\_\_\_\_Todd Jordan \_\_\_\_\_\_ Title: \_\_\_\_Mayor Todd Jordan \_\_\_\_\_\_

#### ATTEST:

BY:		
	Name:	
	Title:	

**OWNER'S SEAL** 

#### **CONTRACTOR:**

PAUL SMITHEY CONSTRUCTION CO., INC. BY. Name: Wesley Nelson

Title: Wesley Nelson, President

ATTEST: AUI BY: Mainie Rondle Name: ( Secre Title:

CORPORATE SEAL

NOTE: If CONTRACTOR is a corporation, secretary should attest.

10114

00 52 13

Contract Agreement ARC

2024.09.30

Page 2 of 2



- **TO:** Mayor and City Council
- **FROM:** Stephanie Coomer, Director
- DATE January 15, 2025

**SUBJECT:** IN THE MATTER OF ACCEPTANCE OF CONVENTION AND VISITOR'S BUREAU BOARD MINUTES OFJANUARY 7, 2025 **SC** 

## **Request:**

Approval of minutes of the January 7, 2025 CVB board meeting.



#### Tupelo Convention & Visitors Bureau Board Meeting Tuesday, January 7, 2025

The Tupelo Convention & Visitors Bureau met Tuesday, January 7, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Louis Britton, Emily Elliott, Dimple Patel, and Steven Blaylock. Ben Logan was present on behalf of the City of Tupelo. Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee, and Elizabeth Russell.

Stephanie Coomer called the meeting to order at 2:01 p.m.

Louis Britton made a motion to approve the agenda and move New Business to the beginning of the meeting. Dimple Patel seconded the motion. All voting aye, the motion carried.

Ben Logan and Stephanie Coomer presented an idea for the CVB to lease a space inside Tupelo Hardware to activate during Celebrate Tupelo. Steven Blaylock made a motion to lease the space from Tupelo Hardware, giving the CVB the power to negotiate the contract up to \$6,250 per month and limiting the bureau's participation to no more than one year. Dimple Patel seconded the motion. All voting aye, the motion carried.

Louis Britton moved that the minutes from November 5, 2024 be approved as presented. Emily Elliott seconded the motion. All voting aye, the motion carried.

Stephanie Coomer presented the financial report.

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

The meeting adjourned at 2:42 p.m.

Submitted by:

Emily Elliott, Secretary

Stephanie Coomer, Chairman



- **TO:** Mayor and City Council
- **FROM:** Stephanie Coomer, Director
- DATE January 15, 2025

**SUBJECT:** IN THE MATTER OF APPROVAL OF KEITH HENLEY TO SERVE ON THE TUPELO COLISEUM COMMISSION **SC** 

## **Request:**

Approval of Keith Henley to serve out the remaining term of former commissioner Mike Armour which ends in August, 2026.



Item # 20.

### **R. Keith Henley**

Tupelo, MS 38804 E-mail: Keith@NEMSElite.com

Keith is an actively participating Real Estate Broker, Developer & Investor in the Residential & Commercial markets of Northeast Mississippi. Keith has had the privilege to serve his local Board of REALTORS as President, and in various positions of the Mississippi Association of REALTORS®. Additionally, Keith has climbed the ranks and continues to serve in various leadership roles for the Mississippi Association of REALTORS® and National Association of REALTORS®.

#### **Notable Achievements**

• LMAR (Leadership Mississippi Association of REALTORS®) class 2007, hLMAR (honors) classes of 2008 & 2019, Presidents & Partners classes of 2016 & 2021.

• Northeast Mississippi Board of REALTORS® President, Director, Secretary, Treasurer, Vice-President and MLS President.

• Northeast Mississippi Board REALTORS® REALTOR® of the Year 2011, 2018 & 2020

• 2016 Northeast Mississippi Board of REALTORS® and Mississippi Association of REALTORS® Community Champion Award recipient

• 2017 Recognized by the Daily Journal as one of Lee County's "Movers & Shakers"

 $\bullet$  Served in many leadership roles within the Mississippi Association of REALTORS  $\ensuremath{\mathbb{R}}$  as

Treasurer, Northern Vice President, President Elect and 2020 President.

National Association of REALTORS® Director 2020-2021, 2023-2024

- 2021 Mississippi Association of REALTORS® REALTOR® of The Year.
- MARPAC Hall of Fame 2021
- MARPAC Trustee 2022 to present
- C2EX Certified along with PSA & ABR designations
- 2022-Present Golden R
- 2023-Present Presidents Circle

• National Association of REALTORS® Region 5 Vice President 2025 (RVP elect) 2026 RVP NATIONAL ASSOC OF REALTORS® (2002-Present)

Residential Economic Issues & Trends Forum Vice Chair 2024/Chair 2025

Federal Legislative and Political Forum Vice Chair 2022/Chair 2023

Public Policy Coordinating Committee 2022

Residential Economic Issues & Trends Forum Vice Chair 2020/Chair 2021

State & Local Issues Committee 2019

Land Use Property Rights and Environment Committee 2018

Communications Committee 2010

DESIGNATIONS

AHWD, PSA, ABR & C2EX

#### **Professional Experience**

ELITE REALTY - Tupelo, MS Owner/Broker Associate, 2018-Present

Motto Mortgage Link- Tupelo, MS

Owner 2022 - Present



TO:	Mayor and City Council
FROM:	Stephanie Coomer, Director
DATE	January 15, 2025
SUBJECT:	IN THE MATTER OF APPROVAL OF INTERNATIONAL TRAVEL SC

## **Request:**

I am requesting approval of international travel for Jennie Bradford Curlee. She will participate in Visit Mississippi's sales and media mission to Germany and France, March 14-23, 2025. The mission will include appointments with tour operators and journalists and networking events for travel trade and media in both countries. The maximum per diem rate in Germany is \$137 and in France is \$161, with the total travel cost estimated for this trip at \$5,000.

These trips will be covered in the travel budget as a regular expense so we are just requesting approval to travel internationally.



TO:	Mayor and City Council
FROM:	Ben M. Logan, City Attorney
DATE	January 17, 2025
SUBJECT:	IN THE MATTER OF RELEASE OF LETTER OF CREDIT WITH THE CHICKASAW INKANA FOUNDATION <b>BL</b>

# **Request:**

The City and the Chickasaw Inkana Foundation (Inkana) entered into a Memorandum of Agreement (MOA) concerning the city extending Browning Drive from West Jackson Extended to Gun Club Road and then improving Gun Club Road along the public right of way. Inkana had plans to build the Chickasaw Heritage Center (CHC) and pledged a letter of credit (LOC) to the city in the event the roadwork was undertaken, but the CHC was not built.

The roadwork by the city has been done and the CHC is now under construction with a projected completion in 2026. Pursuant to the terms of the MOA, Inkana has requested a release of its letter of credit.

A copy of the MOA and LOC is attached.



# Amendment Number 001 To Irrevocable Standby Letter of Credit Cadence Bank Tupelo, Mississippi

Amendment Number 001 Date: January 26, 2023 Original Letter of Credit Issuance Date: February 10, 2022 Irrevocable Standby Letter of Credit Number: 664001091881

Beneficiary: City of Tupelo 71 East Troy St Tupelo, MS 38804 Applicant: Chickasaw Inkana Foundation 343 E Main St STE B Tupelo, MS 38804

Dear Sir or Madam:

The above referenced Irrevocable Standby Letter of Credit together with each amendment thereto, (collectively the "Letter of Credit") in the aggregate amount of \$1,000,000.00 is hereby amended on the indicated Amendment Number 001 Date as follows:

- The Expiration Date is extended from February 9, 2023 to February 9, 2024.
- Issuing bank and issuing bank address changed to Cadence Bank, 2778 West Jackson Street, Building C, Tupelo, MS 38801, Attention: Letter of Credit Department. All future drafts and all future correspondence should be forwarded to the aforementioned address.

# ALL OTHER TERMS AND CONDITIONS STATED IN THE AFOREMENTIONED LETTER OF CREDIT REMAIN UNCHANGED.

This amendment forms an integral part of the Letter of Credit and must be attached thereto. The Beneficiary is requested to notify us promptly if this amendment is not accepted by the Beneficiary.

CADENO BY

Heather M. Sullivan ITS: Vice President

### MEMORANDUM OF UNDERSTANDING

#### BETWEEN

### THE CHICKASAW INKANA FOUNDATION

#### AND

## THE CITY OF TUPELO

## THIS MEMORANDUM OF UNDERSTANDING is made on the [DAY] of

[MONTH], 2021 (hereinafter, "Memorandum"), between the Chickasaw Inkana Foundation (hereinafter, "CIF"), a Mississippi nonprofit corporation with an address of P.O. Box 1307, Tupelo, MS 38802, and the City of Tupelo (hereinafter, "Tupelo"), a municipal corporation of the State of Mississippi with an address of 71 East Troy Street, Tupelo, MS 38804, (CIF and Tupelo collectively referred to hereinafter as "Parties").

**WHEREAS,** CIF is the owner of the lands further described on Exhibit A, attached hereto and incorporated by reference herein (hereinafter, "Land");

**WHEREAS,** CIF desires to develop the Chickasaw Heritage Center (hereinafter, "Center") in Tupelo; and,

WHEREAS, Tupelo desires to develop infrastructure surrounding the Center in order to aid construction and patronage of the Center, create employment opportunities and promote long range economic development of Tupelo;

**NOW THEREFORE,** the Parties hereto have reached the understanding as follows:

#### **Section 1 Purpose**

The purpose of this Memorandum is to memorialize the understanding between Tupelo and CIF concerning the construction of the Center and road construction associated therewith. The intent of the Memorandum is to facilitate construction of the Center by meeting the infrastructure needs of the construction and to avoid premature infrastructure improvements that may be unneeded at the time the improvement is made. The parties shall cooperate to accomplish the purpose and intent of this Memorandum.

#### Section 2 Assurance of Tupelo

- A. Tupelo intends to construct, reconstruct and improve Gun Club Road in three phases to assist access to the Center:
  - 1. Phase 1 consists of extending Gun Club Road to the West so that Gun Club Road intersects with West Jackson Street.
  - Phase 2 consists of improving Gun Club Road between the Phase 1 extension and the intersection with Remington Drive and Gun Club Road North. The Intersection of Gun Club Road, Remington Drive and Gun Club Road North shall be redesigned.
  - 3. Phase 3 consists of constructing a suitable road of a minimum road base suitable for construction vehicles by extending Gun Club Road along Tupelo's existing right-of-way between Gun Club Road North and the access point for the Center. Upon reasonable completion of the construction of the Center, Tupelo shall make necessary improvements to Gun Club Road east of Remington Drive suitable for daily access to the Land.
- B. Tupelo shall cooperate with CIF to protect any culturally significant sites. Tupelo shall require any contractors employed by Tupelo for road construction to protect any culturally significant sites.
- C. Tupelo shall respond in a reasonable time to reasonable inquiries from CIF regarding the status of road construction, the availability of funding for road construction and speculative dates for additional road construction.

#### Section 3 Assurance of CIF

- A. CIF intends to design, construct and operate the Center on the property described in Exhibit A and illustrated in Exhibit B. Construction is anticipated to begin in the fall of 2022 and will take approximately two years. Preparation and installation of exhibits is expected to require an additional six to eight months. The Center is expected to open in 2025. All anticipated dates are contingent upon public funding, private contributions, and Tupelo's completion of road construction.
- B. CIF shall respond in a reasonable time to reasonable inquiries from Tupelo regarding the status of construction and speculative completion of milestones for the Center.

- C. CIF may grant Tupelo any reasonable easements or rights-of-way on land necessary and proper for Tupelo to complete its intentions hereunder.
- D. Upon Tupelo giving notice to CIF that it is ready to proceed and award a construction contract to meet its assurances in Section 2 A., CIF will post security in the form of an irrevocable letter of credit in favor of Tupelo for CIF's completion of its assurances in Section 3 A. The amount of the security will be up to \$1 million to be awarded by Tupelo to meet its Section 2 A. assurances. Upon ground breaking of the Center in CIF's Section 3 A. assurances, Tupelo will release CIF's security.

# **Section 4 Interests in Property**

- A. Except as otherwise provided for herein, neither party shall be granted a mortgage, security interest, or otherwise have an interest in and to the real property, fixtures, personal property, or intangible property of the other party.
- B. Except as otherwise provided for herein, neither party shall be granted a license, ownership interest, security interest, or derivative rights in and to any trademark, copyright, patent or other intellectual property of the other party.

# **Section 5 Notices**

- A. All notices under this Memorandum shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, or (c) by overnight courier that guarantees next day delivery and provides a receipt. Any notice shall be effective upon delivery.
- B. All notices required hereunder shall be sent to the following addresses:
  - If to Tupelo: Office of the Mayor City Hall
     71 East Troy Street Tupelo, MS 38804
  - 2. If to CIF: Chickasaw Inkana Foundation P.O. Box 1307 Tupelo, MS 38802
- C. Either party may from time to time specify in writing to the other party such other address as may be desired.

# **Section 6 Representations and Warranties**

A. The Parties have obtained any and all necessary authorizations and approvals necessary to the execution, deliver, and performance of this Memorandum.

- 130 -

B. The execution and delivery of this Memorandum will not result in a breach of terms, conditions or provisions of, or constitute a default under, or result in any violation of conditions or provisions of, or constitute a default under, or result in any violation of, the corporate or municipal charter or bylaws of the Parties, or any agreement, contract, instrument, order, judgment, or decree to which the Parties are a party. The execution and delivery of this Memorandum will not

- 131 -

result in violation of any provision of any applicable law, statute, rule, regulation, ordinance or any order, decree, writ or injunction of any court or governmental entity that materially affects the performance hereunder.

#### **Section 7 Hold Harmless**

Each Party shall hold the other harmless, as well its affiliates, officers, employees, representatives, and agents, from and against any and all liability, claims, suits, demands, losses, damages, costs, expenses or legal fees caused by, arising out of, or resulting from any negligent or willful acts or omissions of the other party, or its employees or agents, incurred in activities arising out of this Memorandum and to the extent proximately caused by the negligent or willful acts or omissions of the other Party, its employees or agents in the performance of such activities or the failure to perform the Memorandum.

#### Section 8 Non-Disparagement

Each Party may discuss non-confidential aspects of their experience with the other Party, however neither Party shall not make any disparaging remarks or otherwise communicate any disparaging information about the other Party or its employees, officers or agents in their professional capacities to any third party, including but not limited to statements on social media or any other media. Further, each Party agrees to take no action which is intended to harm, or would reasonably be expected to harm, the other Party or its reputation or lead to unfavorable publicity to the other Party. This Section shall survive the termination or expiration of this Memorandum.

#### Section 9 Confidentiality

In the course of performing services, the parties recognize that each Party may come in contact with or become familiar with information that the other Party may consider confidential. To the maximum extent allowed by the Mississippi Public Records Act and other applicable laws and ordinances, each Party agrees to keep all such information confidential and not to discuss or divulge it to anyone other than the appropriate personnel or their designees of the other Party. This Section shall survive the termination or expiration of this Memorandum.

#### Section 10 Status of the Chickasaw Nation

As the CIF maintains a close relationship with the Chickasaw Nation, a federally recognized and sovereign Indian tribe, the Parties agree that nothing in this Memorandum shall be construed or is intended to waive the sovereign rights and immunities of the Chickasaw Nation, its officers, employees or agents. This Section shall survive the termination or expiration of this Memorandum.

### **Section 11 Dispute Resolution**

Prior to initiating any action at law or in equity related to any dispute hereunder, the Parties will use their best efforts to amicably resolve any dispute.

#### **Section 12 Other Provisions**

- A. Assignment. This Memorandum shall not be assigned to any part hereto without the written consent of the other Party.
- B. Headings. The headings contained in this Memorandum are for reference only and will not affect in any way the meaning or interpretation of this Memorandum.
- C. Choice of Law. This Memorandum shall be governed, construed and interpreted in accordance with the laws of the State of Mississippi.

**IN WITNESS WHEREOF**, this Memorandum entered into this day first written above by and between the City of Tupelo and the Chickasaw Inkana Foundation, each acting through their designated and appropriate officials, is for the purpose of entering an agreement for provision of certain municipal services to the Land owned by the Chickasaw Inkana Foundation.

For the Chickasaw Inkana Foundation:

Jamie Joyner, Chairperson Chickasaw Inkana Foundation Date

For the City of Tupelo:

Jason L. Shelton, Mayor City of Tupelo Date

#### Exhibit A

### Legal Description

#### Section 1 (Alston)

Commencing at a <sup>3</sup>⁄<sub>4</sub> Pipe (found) with a Convergence Angle of ) degrees 02 minutes 38.26 seconds and a Combined Scale Factor of 0.99995 and recognized as being the Northwest corner of the Northwest Quarter of Section 26, Township 9 South, Range 5 Ease, Lee County, Mississippi, Chickasaw Meridian and also being the POINT OF BEGINNING; thence run North 89 degrees 55 minutes 00 seconds East for a distance of 2,607.54 feet to a <sup>1</sup>⁄<sub>2</sub> inch Capped Rebar (set); thence run South 31 degrees 46 minutes 07 seconds West for a distance of 787.49 feet to a National Park Service Disk 39 (found); thence run South 08 degrees 01 minutes 09 seconds East for a distance of 838.07 feet to a <sup>1</sup>⁄<sub>2</sub> inch Capped Rebar (set); thence run South 83 degrees 10 minutes 18 seconds West for a distance of 2,324.78 feet to a <sup>1</sup>⁄<sub>2</sub> inch Capped Rebar (set); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 247.73 feet to a <sup>1</sup>⁄<sub>2</sub> inch Capped Rebar (found); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 247.73 feet to a <sup>1</sup>⁄<sub>2</sub> inch Capped Rebar (set); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 56 feet to a <sup>1</sup>⁄<sub>2</sub> inch Rebar (found); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 56 feet to a <sup>1</sup>⁄<sub>2</sub> inch Rebar (found); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 56 feet to a <sup>1</sup>⁄<sub>2</sub> inch Rebar (found); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 56 feet to a <sup>1</sup>⁄<sub>2</sub> inch Rebar (found); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 56 feet to a <sup>1</sup>⁄<sub>2</sub> inch Rebar (found); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 56 feet to a <sup>1</sup>⁄<sub>2</sub> inch Rebar (found); thence run North 00 degrees 03 minutes 00 seconds West for a distance of 1,468.27 feet to a <sup>3</sup>⁄<sub>4</sub> inch Pipe (found) and the POINT OF BEGINNING.

LESS AND EXCEPT AND SUBJECT TO, any and all City of Tupelo street right-of-ways

Lying and being in the Northwest Quarter of Section 26, Township 9 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian and Containing 86.97 acres, more or less.

## Section 2 (Rouse)

Commencing at the <sup>3</sup>⁄<sub>4</sub>" Pipe (found) within a Convergence Angle of 0 degrees 02 minutes 38.26 seconds and a combined Scale Factor of 0.99995 and recognized as being the Northwest corner of the Northwest Quarter of Section 26, Township 9 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian; thence run South 00 degrees 03 minutes 00 seconds East for a distance of 1,468.27 feet to a ½ inch Rebar (found); thence run South 00 degree 03 minutes 00 seconds East for a distance of 56 feet to a ½ inch Capped Rebar (set) and being the POINT OF BEGINNING; thence run South 00 degrees 03 minutes 00 seconds East for a distance of 247.73 feet to a ½ inch Capped Rebar (set); thence run North 83 degrees 10 minutes 18 seconds East for a distance of 2,324.78 feet to a ½ inch Capped Rebar (set) ; thence run South 08 degrees 01 minutes 09 seconds East for a distance of 19.30 feet to a National park Service Marker (found) ; thence run South 08 degrees 09 minutes 26 seconds East for a distance of 852.33 feet to a National park Service Disk (found) on the North Right-OfWay line of the Natchez Trace Parkway; thence along said Right-Of-Way line run South 43 degrees 24 minutes 39 seconds West for a distance of 196.04 feet to a Bolt in Concrete Monument (found); thence leaving said Right-of –Way line run north 89 degrees 25 minutes 55 seconds West for a distance of 2,991.26 feet to a ½ inch Capped Rebar (set) ; thence run North 00 degrees 00 minutes 16 seconds East for a distance of 1,268.07 feet to a Creosote Fence Corner (found); thence run South 77 degrees 35 minutes 21 seconds East for a distance of 684.99 feet to a ½ inch Rebar (Set ) and the POINT OF BEGINNING.

LESS AND EXCEPT:

Any and All City of Tupelo Street Rights-Of-Way

Indexing Instructions: Lying and being partly in the South half of the Northwest Quarter of Section 26, Township 9 South, Range 5 East and the Southeast Quarter of the Northeast Quarter of Section 27, Township 9 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian and containing 74.95 acres.

Exhibit B



Foundation and the City of Tupelo

Page **9** of **8** 



TO:	Mayor and City Council
FROM:	Lucia Randle, DTMSA Director
DATE	January 17, 2025
SUBJECT:	IN THE MATTER OF APPROVAL OF MEMORANDUM OF AGREEMENT WITH MISSISSIPPI MAIN STREET ASSOCIATION <b>LR</b>

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





# 2025 MEMORANDUM OF AGREEMENT FOR CONTINUATION AS A MISSISSIPPI MAIN STREET ASSOCIATION DESIGNATED COMMUNITY

**THIS AGREEMENT** is entered into and executed by the Mississippi Main Street Association ("MMSA") and <u>Downtown Tupelo Main Street Assopiation</u> after referred to as the "local program."

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

## SECTION I. MMSA AGREES TO:

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

calendar year.

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

### SECTION II. THE LOCAL PROGRAM AGREES TO:

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

- 11. Send the local program director (or other representative) to the annual Directors' Retreat.
- 12. In addition to the Directors' Retreat, the local program director shall earn <u>four</u> training points for attending MMSA-approved training events per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. A list of required and approved trainings is attached to this agreement as Exhibit A.
- 13. When requesting a community service, the Director of Community Development will take into consideration: if the local program is in good standing with MMSA, if requested funds are available, whether a match from the local program is available, and previous requests from the local program.
- 14. Include the MMSA Designated Community logo on all print, web-based, and electronic marketing materials according to the brand guidelines established and provided by MMSA.
- 15. Be an Accredited or Affiliate Member in good standing with the National Main Street Center. Affiliate status for two or more consecutive years may result in a program review by MMSA staff.
- 16. Be an active participant in The Point, an online community forum, in partnership with the National Main Street Center. Every Designated Program should have at least one active member account on The Point.
- 17. Provide the MMSA Director of Communication and Marketing with your annual event calendar as well as news of your local program's projects and accomplishments so that MMSA may promote them.
- 18. Include MMSA staff in the hiring and selection process of new local program directors.
- 19. File all applicable IRS forms in accordance with state and federal tax laws to remain in good standing with both state and federal agencies. Local programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
- 20. Complete the annual Director's Survey (online) with required attachments no later than Oct. 31, 2025.
- 21. Submit Payment of 2025 MMSA dues by **January 31, 2025**. The invoice was mailed to the local program director on record in October 2024. The local program director is responsible for ensuring that the invoice is paid by January 31, 2025.

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

- 1. This agreement may be modified only by written amendment executed by all parties and approved by the MMSA Executive Director.
- 2. The term of this agreement shall be for one calendar year, beginning on January 1, 2025, and expiring on December 31, 2025. This agreement shall not be binding upon the parties until it contains all signatures and is approved by the MMSA Executive Director.
- 3. Either party may terminate this agreement without penalty by giving written notice to the other party at least sixty (60) days before the effective date of such termination.
- 4. This agreement shall be interpreted under the laws of the State of Mississippi. Any litigation under this agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in Mississippi.
- 5. Both parties shall jointly indemnify and hold each other and their respective employees, officers, directors, and assigned harmless from and against all activities, losses, costs, liabilities, claims, damages, and expenses of every kind and character.
- 6. If any provision of this agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. Any and all remaining provisions of this agreement shall remain in full force and effect.
- 7. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or of the provision itself.
- 8. Except as expressly set forth herein, the services to be provided under this agreement are furnished as is, where is, with all faults and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose.
- 9. If a local program fails to comply with the provisions of this Memorandum of Agreement (MOA), MMSA may choose to send the local program a written initial notice that summarizes the non-compliance issues and provides guidance on how to resolve them. At that point, the local program shall be placed on probationary status and shall be ineligible for any services or grant funds from MMSA until the local program is compliant. MMSA will re-evaluate the local program 90 days following the initial notice. If the local program has failed to correct the issues listed in the first notice, MMSA will issue a final notice. If the local program fails to comply with the provisions of this MOA within 90 days of the final notice, the local program will be de-certified with an official letter from MMSA. At that point, the community will have to start a new application process if they wish to rejoin the association.
- IN WITNESS WHEREOF, the following parties have executed this agreement:

By:

Lucia Randle Main Street Director Date

Date

Local Board President or Chief Elected Official

Jim Miller, Executive Director Mississippi Main Street Association Date



TO:	Mayor and City Council
FROM:	Ben Logan, City Attorney
DATE	April 11, 2024
SUBJECT:	IN THE MATTER OF DEVELOPMENT CODE AMENDMENTS TA-23-01

## **Request:**

These development code amendments deal with residential uses by adding and revising definitions, changing uses within base zoning districts, updating tables and providing supplemental standards. These amendments will be considered separately by subject matter below:

TA 23-01 (1) Definitions. Enacted in part 12-19-2023.
TA 23-01 (2) Multifamily. Enacted in part 4-2-2024.
TA 23-01 (3) Temporary Shelters. Moved to Study Agenda 2-20-2024.
TA 23-01 (4) Congregate Living. Moved to Study Agenda 2-20-2024.
TA 23-01 (5) Errata and Addenda of Separate Ordinances. Moved to Study Agenda 2-20-2024

These matters will be moved up when completed.