



TUPELO REGULAR CITY COUNCIL MEETING

OCTOBER 18, 2022 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER LYNN BRYAN

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER NETTIE DAVIS

CALL TO ORDER: COUNCIL PRESIDENT LYNN BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

1. IN THE MATTER OF RECOGNITION OF TUPELO CITIZEN JQ

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

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

APPEALS

CITIZEN HEARING

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

- 3.** IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY ADDING APPENDIX “A” CONTAINING VARIOUS DESIGN STANDARDS, GUIDELINES AND SPECIFICATIONS REFERENCED THEREIN (TA22-03.26) **TN**
- 4.** IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 BELLEDEER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.25) **TN**

ROUTINE AGENDA

- 5.** IN THE MATTER OF MINUTES OF OCTOBER 4, 2022 REGULAR MEETING
- 6.** IN THE MATTER OF BILL PAY **KH**
- 7.** IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
- 8.** IN THE MATTER OF THE ELECTRIC FUND AUDIT FOR FY 2022 **KH**
- 9.** IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR LOT MOWING **TN**
- 10.** IN THE MATTER OF AGREEMENT BETWEEN DEA AND TPD **JQ**
- 11.** IN THE MATTER OF PROPOSAL FROM McCARTY ARCHITECTS **JQ**
- 12.** IN THE MATTER OF AGREEMENT BETWEEN CARFAX AND TPD **JQ**
- 13.** IN THE MATTER OF ACCEPTING BID #2022-034PD - EOD ROBOT**JQ**
- 14.** IN THE MATTER OF LEAVE DONATION REQUEST FOR FIRE DEPARTMENT EMPLOYEE **KE**
- 15.** IN THE MATTER OF FIRE STATION #2 SURPLUS ITEMS **KE**
- 16.** IN THE MATTER OF AN ORDER TO SURPLUS THE STRUCTURE(S) AND REAL PROPERTY LOCATED ON LEE COUNTY TAX PARCEL NO. 089J-31-335-00, NAMELY FIRE STATION NO. 2, AND TO AUTHORIZE THE DEMOLITION AND SALE OF SAID PROPERTY **SR**
- 17.** IN THE MATTER OF BID REJECTION OF THE REROOFING FOR THE POLICE ATHLETIC LEAGUE BUILDING BID NO. 2022-033WL **CW**
- 18.** IN THE MATTER OF RATIFICATION OF CONTRACT FOR PROFESSIONAL SERVICES OF ENDVILLE RD SAFETY IMPROVEMENTS PROJECT NO. DC NO. 2226-01 **CW**

- [19.](#) IN THE MATTER OF BID FOR HANK AND HELEN BOERNER SKATE PARK RENOVATIONS AND IMPROVEMENTS BID #2022-035PR **AF**
- [20.](#) IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEM **JT**
- [21.](#) IN THE MATTER OF FINAL RESOLUTION OF ADVALOREM TAX EXEMPTION FOR HAWKEYE INDUSTRIES, INC. **BL**
- [22.](#) IN THE MATTER OF AN ORDER TO SURPLUS .107 ACRES OF REAL PROPERTY LOCATED ON LEE COUNTY TAX PARCEL NO. 089K-31-297-00, NEAR THE INTERSECTION OF MAIN STREET AND GREEN STREET, AND TO AUTHORIZE THE SALE OF SAID PROPERTY TO BOSTICK NORTH MISSISSIPPI RENTALS, LLC IN ACCORDANCE WITH MISSISSIPPI LAW **NM**
- [23.](#) IN THE MATTER OF APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC. **DL**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: October 12, 2022
SUBJECT: IN THE MATTER OF RECOGNIZEING A CITIZEN FROM TUPELO **JQ**

Request:

Please accept this letter of request for a civilian, Nadia Dilworth, from the City of Tupelo community, to be recognized for going above and beyond in reference to an incident in the City of Tupelo.

Chief,

I would like to take the opportunity to commend a member of the civilian community for going above and beyond in reference to case #2022-6683. At approximately 2315 hrs. on 09/26/2022 Nadia Dilworth was driving on Monument when she observed a very small child riding his bicycle on the road unattended. She immediately took possession of the child for his safety and contacted 911. Responding units met her at Hancock park where she had the child warming up in her car. The child had no shoes on and appeared very cold. As we were making notifications and taking custody of the child, Nadia informed us the child was wet from urinating on himself. While we were waiting for MDCPS personnel to arrive on scene Dilworth came back with a diaper and changed the toddler so he would be dry. She also asked us if she could bring back some food for him. Ms. Dilworth went way above and beyond what a normal citizen normally contributes to a call. Her quick actions were instrumental in ensuring the child was not hit by a car or even worse possibly abducted. Due to the caring attitude of Dilworth we were able to come to a successful resolution and ensure no harm came to the child. Her actions reflect greatly upon herself as a member of our community. Her phone number is 601-874-1457 in case we want to reach out to her. Thank you for your consideration in this matter.

CAPT. BRETT MOYER
EDWARD SHIFT COMMANDER/BOMB TECHNICIAN
TUPELO POLICE DEPT.
400 N. FRONT ST. TUPELO, MS. 38801





AGENDA REQUEST

TO: Mayor and City Council
FROM: Tanner Newman, Director of Development Services
DATE October 18, 2022
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING TN

Request:

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

Preliminary Lot Mowing Report for 10/18/2022

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43360	077P3513100	412 MAYNARD DR	SHACKELFORD STEPHEN	345 CR 2446	GUNTOWN, MS 38849	RS
2.	43363	078H2706700	2403 EVERGREEN ST	DUPREE JAY	2403 EVERGREEN	TUPELO, MS 38801	JLS
3.	43364	078H2707500	2301 EVERGREEN ST	CLEGG ENTERPRISES LLC	2448 WENDOVER RD	BELDEN, MS 38826	JLS
4.	43368	078D2709500	3270 WINCHESTER CIR	MCFARLING MISTY MATHIS	283 ROAD 325	TUPELO, MS 38801	DS
5.	43369	075R2202600	3452 FAIR OAKS DR	TGA INVESTMENTS LLC	1001 SERENITY LANE	NEW ALBANY, MS 38652	DS
6.	43372	089K3107300	464 N BROADWAY ST	CUMMINGS ATLENA ESTATE	804 COLONIAL LANE	KILLEEN, TX 76543	SB
7.	43373	077G2520001	701 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
8.	43374	077G2520002	703 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
9.	43375	077G2520003	705 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
10	43377	087S2603507	N EASON BLVD	HAWKINS PROPERTIES LLC	P O BOX 1277	TUPELO, MS 38802	JLS
11	43378	087S2603706	1295 N EASON BLVD SUITE A-C	NORTH FRONT PROPERTIES LLC	1295 NORTH EASON BLVD	TUPELO, MS 38804	JLS
12	43379	112C0305100	1803 TULIP RD	DAVIS JAMES ALAN & MICHAEL WAYNE	1715 TULIP RD	TUPELO, MS 38804	JLS

Preliminary Lot Mowing Report for 10/18/2022

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	43380	112C0305000	1706 TULIP RD	PETTIGREW MICHAEL C & JENIFER C	281 MCNEECE STREET	TUPELO, MS 38804	JLS
14	43382	112C0305200	S EASON BLVD	TRL LOGISTICS SERVICES LLC	1 POND DRIVE	HUNTINGTON, NY 11743	JLS
15	43383	077G2520004	707 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
16	43384	077G2520005	709 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
17	43388	088Q3404900	100 MCNEECE ST	Y & T LLC	604 ARBOR WAY	BRANDON, MS 39047	RS
18	43389	112C0308700	668 MCNEECE ST	PANTOVICH DEYAN V	668 DUNWOODY DR	TUPELO, MS 38804	RS
19	43390	112F0401700	1915 BRIAR RIDGE RD	PHIL WEBSTER LLC	P O BOX 661	FULTON, MS 38843	RS
20	43393	077G2504500	1304 E BRISTOW DR	POUNDERS EMERALD C	1304 E BRISTOW DR	TUPELO, MS 38801	JLS
21	43394	077G2502100	1204 BIENVILLE ST	LUTHER PROPERTIES LLC	299 WILSON CHAPEL RD	PONTOTOC, MS 38863	JLS
22	43395	077G2502000	1206 BIENVILLE ST	GALE, KENNETH D	167 CR 1732	SALTILLO, MS 38866	JLS
23	43397	077C2501600	1507 TRACE AVE	WEBB DEAN & JENNIFER HANKINS	1104 CR 811	SALTILLO, MS 38866	DS
24	43398	113T0503100	1233 S VETERANS MEMORIAL BLVD	T T & D INC	P O BOX 867	TUPELO, MS 38802	RS

Preliminary Lot Mowing Report for 10/18/2022

Item # 2.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	43408	089B3004000	1259 N GREEN ST	JOHNSON ERDITH E	3979 COBB STUMP RD	FULTON, MS 38843	SB
26	43409	089B3003900	1261 N GREEN ST	CLARK EMMA JANE	1261 N GREEN ST	TUPELO, MS 38804	SB
27	43411	106G1308600	3266 CRAIGMONT CIR	FIELDS CONTESSA A	336 WINDSOR DR NORTH	OXFORD, MS 38655	RS
28	43413	088N3306000	143 CANAL ST	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	RS
29	43414	088N3306200	137 CANAL ST	MCMILLAN BRANDON & MELVIN T SCRUGGS	160 CR 601	GUNTOWN, MS 38849	RS
30	43415	088N3306601	129 CANAL ST	BOULDIN CHARLES	4749 SOUTH EASON BOULEVARD	SUITE A	RS
31	43418	074C1707200	3442 SUMMERLIN DR	SUMMERLIN PROPERTIES LLC	P O DRAWER 67	TUPELO, MS 38802	DS
32	43419	075S1605217	MCCULLOUGH BLVD	REYES ANA B	P O BOX 584	SALTILLO, MS 38866	DS
33							
34							
35							
36							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

SUBJECT: IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY ADDING APPENDIX "A" CONTAINING VARIOUS DESIGN STANDARDS, GUIDELINES AND SPECIFICATIONS REFERENCED THEREIN (TA22-03.26) TN

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

Request:

Please review and approve the attached ordinance for TA22-03.26.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: October 4, 2022

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

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

Request:

Please review and approve the attached ordinance for TA22-03.25.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE October 12, 2022

SUBJECT: IN THE MATTER OF MINUTES OF OCTOBER 4, 2022 REGULAR MEETING

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

OCTOBER 04, 2022

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, October 4, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Lynn Bryan gave the invocation, and Council Member Nettie Davis introduced Lee Green, who then led the pledge of allegiance. Council President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

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

ADD: Item 30

IN THE MATTER OF APPROVAL OF CHANGE ORDER #2 FOR COURT STREET PARKING LOT IMPROVEMENTS BID NO 2022-012PW

The vote was unanimous in favor.

IN THE MATTER OF PROCLAMATION FOR PIOMINKO DAY

Mayor Todd Jordan recognized Brady Davis, who read a Proclamation for Piominko Day, Monday, October 10, 2022. APPENDIX A

IN THE MATTER OF PROCLAMATION FOR FIRE PREVENTION WEEK

Mayor Todd Jordan recognized Fire Chief Kelly Elliott. Chief Elliott read a Proclamation for 2022 Fire Prevention Week - October 10-16, 2022. APPENDIX B

EMPLOYEE RECOGNITION

The following employees were recognized for their employment with the City of Tupelo:

Craig Helmuth	DTMSA	5 years
Major Rudy Young	PW	20 years
Adam Merrill	PD	10 years
Robert Paul Hendrix	PD	15 years
Tyler Cook	PD	10 years
Missy Shelton	Council	15 years

PUBLIC RECOGNITION

Council Member Janet Gaston thanked all those who are involved with and who volunteer to help with Habitat for Humanity. There have been 766 volunteers this year.

Council Member Rosie Jones thanked the City of Tupelo and all others who had a part in the 1st annual 'Savin' Our Youth' held in Haven Acres last weekend. She specifically thanked Fire Chief Kelly Elliott, Police Chief John Quaka and their employees who helped with the event. She also mentioned Tombigbee Electric Power Association, Joe Metcalf and Joe Green for all their help. S.A.F.E. held its annual festival in front of City Hall on Monday of this week. Ms. Jones thanked them for all they do in stopping and bringing attention to domestic violence.

Council Member Nettie Davis reminded everyone that there are several activities coming up in the next few days. Faith in Blue, NAACP banquet and Fall Into Tupelo will all be held this weekend. She encouraged everyone to attend.

MAYOR'S REMARKS

Mayor Todd Jordan mentioned the S.A.F.E. festival held on Monday, stating that there was good attendance. He commended Council Member Rosie Jones for all her hard work on the 1st annual 'Savin' Our Youth' festival held in Haven Acres. He also thanked the Council and all the City employees who helped with the festival.

PUBLIC AGENDA**IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING**

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

<u>Parcel</u>	<u>Location</u>
077P3506700	107 LAKEVIEW DR
113T0501500	PAYNE ST
088N3304700	335 CANAL ST
079V3210000	5437 TURNING LEAF CV
084U1900705	NATION HILL DR
089N3107500	627 CARNATION
089N3107400	642 CARNATION
113E0614400	813 SHUMACOLA TRL
101H0100900	1100 CLEVELAND ST
101H0115000	819 SHUMACOLA TRL

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION OF 5661 BUTLER ROAD

No one appeared concerning the proposed demolition of 5661 Butler Road.

IN THE MATTER OF PUBLIC HEARING FOR REZONING OF PARCELS FRONTING EAST MAIN ST FROM HWY 45 TO VETERANS BLVD (RZ22-03)

Mr. Matt Bogue, representing the owners of Victory Property, LLC, the East Main Shell Station and the Sprint Mart located at the corner of East Main and Veterans, spoke to the Council stating his concerns on how the rezoning of the properties might affect the resale value of these properties.

IN THE MATTER OF PUBLIC HEARING FOR REZONING OF PARCELS FRONTING WEST MAIN ST FROM MADISON ST TO GLOSTER ST (RZ22-04)

No one appeared for the public hearing concerning the rezoning of parcels fronting West Main from Madison St to Gloster St.

IN THE MATTER OF PUBLIC HEARING FOR ORDINANCES AMENDING DEVELOPMENT CODE (TA22-03.01 - TA22-03.26)

No one appeared concerning the public hearing for Ordinances Amending Development Code (TA22-13.01 - TA22-03.26).

ACTION AGENDA

IN THE MATTER OF COMPREHENSIVE DEVELOPMENT CODE UPDATE APPLICATION TA22-03(TABLED AT MEETING OF SEPTEMBER 20, 2022) AND REZONING APPLICATION RZ22-03(TABLED AT MEETING OF SEPTEMBER 20, 2022)

Council Member Palmer moved, seconded by Council Member Jones, to take the items off the table, as represented on this agenda as Items # 7-32. Items #33-34 will stay on the table. The vote was unanimous in favor.

IN THE MATTER OF AN ORDINANCE REZONING OF PARCELS FRONTING EAST MAIN ST FROM HWY 45 TO VETERANS BLVD (RZ22-03) THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI (RZ22-03) - TABLED AT THE SEPTEMBER 20, 2022, REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Davis, to approve the ‘ORDINANCE REZONING OF PARCELS FRONTING EAST MAIN ST FROM HWY 45 TO VETERANS BLVD (RZ22-03) THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI’. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI TO REZONE PARCELS BETWEEN CHURCH STREET AND GLOSTER STREET (RZ22-04) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Beard, to approve the ‘ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF TUPELO, MISSISSIPPI TO REZONE PARCELS BETWEEN CHURCH STREET AND GLOSTER STREET (RZ22-04). The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE CHAPTER 2: DEFINITIONS AND RULES OF CONSTRUCTION, AND OTHER CODE SUB-SECTIONS AFFECTED BY DEFINITION CHANGES (TA22-03.01) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Gaston moved, seconded by Council Member Palmer, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE CHAPTER 2: DEFINITIONS AND RULES OF CONSTRUCTION, AND OTHER CODE SUB-SECTIONS AFFECTED BY DEFINITION CHANGES (TA22-03.01)’. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF AN ORDINANCE AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 PURPOSE AND APPLICABILITY, AND CERTAIN SUB-SECTIONS OF SECTION 5.2 PRIMARY USE, DEVELOPMENT CODE CHAPTER 5 OVERLAY DISTRICTS (TA22-03.02) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Jones moved, seconded by Council Member Beard, to approve the ‘ORDINANCE AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 PURPOSE AND APPLICABILITY, AND CERTAIN SUB-SECTIONS OF SECTION 5.2 PRIMARY USE, DEVELOPMENT CODE CHAPTER 5 OVERLAY DISTRICTS (TA22-03.02)’. The vote was unanimous in favor. APPENDIX F

ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTION 5.3.3 DESIGNATING SUB-DISTRICTS (TA22-03.03) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Mims, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTION 5.3.3 DESIGNATING SUB-DISTRICTS (TA22-03.03)’. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING COMPOSITE FIGURE 5.3.3 SUB-DISTRICT OVERLAY MAP CHANGES (TA22-03.04) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Gaston, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING DEVELOPMENT CODE BY AMENDING COMPOSITE FIGURE 5.3.3 SUB-DISTRICT OVERLAY MAP CHANGES (TA22-03.04)’. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SECTION 5.3, MIXED USE DOWNTOWN OVERLAY DISTRICT, SUB-SECTIONS 5.3.4.1 AND 5.3.4.2 INCLUDING FIGURE 5.3.4 (TA22-03.05) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Beard moved, seconded by Council Member Gaston, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SECTION 5.3, MIXED USE DOWNTOWN

OVERLAY DISTRICT, SUB-SECTIONS 5.3.4.1 AND 5.3.4.2 INCLUDING FIGURE 5.3.4 (TA22-03.05)’. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.1 MAP FOR JUDICIAL SUB-DISTRICT (TA22-03.06) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Jones, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.1 MAP FOR JUDICIAL SUB-DISTRICT (TA22-03.06)’. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.2 MAP FOR CITY CENTER RETAIL SUB-DISTRICT (TA22-03.07) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Jones, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.2 MAP FOR CITY CENTER RETAIL SUB-DISTRICT (TA22-03.07)’. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.3 MAP FOR FINANCIAL SUB-DISTRICT (TA22-03.08) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Jones, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.3 MAP FOR FINANCIAL SUB-DISTRICT (TA22-03.08)’. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.4 MAP FOR COLISEUM SUB-DISTRICT (TA22-03.09) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Gaston, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.4 MAP FOR COLISEUM SUB-DISTRICT (TA22-03.09)’. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.5 MAP FOR GATEWAY EAST SUB-DISTRICT (TA22-03.10) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Palmer, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.5 MAP FOR GATEWAY EAST SUB-DISTRICT (TA22-03.10)’. The vote was unanimous in favor.

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.6 MAP FOR GATEWAY WEST SUB-DISTRICT (TA22-03.11) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Beard moved, seconded by Council Member Davis, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.6 MAP FOR GATEWAY WEST SUB-DISTRICT (TA22-03.11)’. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.7 MAP FOR FAIRGROUNDS SUB-DISTRICT (TA22-03.12) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Gaston moved, seconded by Council Member Palmer, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.7 MAP FOR FAIRGROUNDS SUB-DISTRICT (TA22-03.12)’. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.8 MAP FOR MAJOR DEVELOPMENT SUB-DISTRICT (TA22-03.13) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Beard, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE SUB-SECTION 5.3.3 BY ADDING FIGURE 5.3.3.8 MAP FOR MAJOR DEVELOPMENT SUB-DISTRICT (TA22-03.13)’. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE TO AMEND SUB-SECTION 5.3.4 BY REPLACING CURRENT UN-NUMBERED TABLE WITH ALLOWED USES TABLE 5.3.4.3 (1) RESIDENTIAL USES (TA22-03.14) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Gaston, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE TO AMEND SUB-SECTION 5.3.4 BY REPLACING CURRENT UN-NUMBERED TABLE WITH ALLOWED USES TABLE 5.3.4.3 (1) RESIDENTIAL USES (TA22-03.14)’. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE TO AMEND SUB-SECTION 5.3.4 BY REPLACING CURRENT UN-NUMBERED TABLE WITH ALLOWED NON-RESIDENTIAL USES TABLE 5.3.4.3 (2) NON-RESIDENTIAL USES (TA22-03.15) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Beard moved, seconded by Council Member Davis, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE TO AMEND SUB-SECTION 5.3.4 BY REPLACING CURRENT UN-NUMBERED TABLE WITH ALLOWED NON-RESIDENTIAL USES TABLE

5.3.4.3 (2) NON-RESIDENTIAL USES (TA22-03.15)’. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTIONS 5.3.4.4 COMPATIBILITY STANDARDS, 5.3.6 DESIGN STANDARDS AND 5.3.7 REVIEW PROCESS (TA22-03.16) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Jones, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTIONS 5.3.4.4 COMPATIBILITY STANDARDS, 5.3.6 DESIGN STANDARDS AND 5.3.7 REVIEW PROCESS (TA22-03.16)’. The vote was unanimous in favor. APPENDIX T

IN THE MATTER OF ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTION 5.3.5 HEIGHT AND AREA TABLES 5.3.5A AND 5.3.5B (TA22-03.17) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Beard, to approve the ‘ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING SUB-SECTION 5.3.5 HEIGHT AND AREA TABLES 5.3.5A AND 5.3.5B (TA22-03.17)’. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF AN ORDINANCE AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.5 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI CONCERNING THE JOYNER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.18) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Gaston, to approve the ‘ORDINANCE AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.5 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI CONCERNING THE JOYNER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.18)’. The vote was unanimous in favor. APPENDIX V

IN THE MATTER OF AN ORDINANCE TO REPEAL SECTION 5.6 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI CONCERNING THE SHARON HILLS NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.19) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Beard, to approve the ‘ORDINANCE TO REPEAL SECTION 5.6 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI CONCERNING THE SHARON HILLS NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.19)’. The vote was unanimous in favor. APPENDIX W

IN THE MATTER OF AN ORDINANCE TO REPLACE THE PREVIOUSLY REPEALED SECTION 5.6 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI WITH THE ESTABLISHMENT OF THE PARK HILL BUSINESS DISTRICT OVERLAY DISTRICT (TA22-03.20) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Beard, to approve the ‘ORDINANCE TO REPLACE THE PREVIOUSLY REPEALED SECTION 5.6 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI WITH THE ESTABLISHMENT OF THE **PARK HILL BUSINESS DISTRICT OVERLAY DISTRICT (TA22-03.20)**’. The vote was unanimous in favor. APPENDIX X

IN THE MATTER OF AN ORDINANCE TO REPEAL SECTION 5.7 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI CONCERNING THE BEL AIR NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.21) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Beard moved, seconded by Council Member Gaston, to approve ‘ORDINANCE TO REPEAL SECTION 5.7 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI CONCERNING THE BEL AIR NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.21)’. The vote was unanimous in favor. APPENDIX Y

IN THE MATTER OF AN ORDINANCE TO REPLACE THE PREVIOUSLY REPEALED SECTION 5.7 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI WITH THE ESTABLISHMENT OF THE MILL VILLAGE HISTORIC PRESERVATION OVERLAY DISTRICT (TA22-03.22) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Beard moved, seconded by Council Member Palmer, to approve ‘ORDINANCE TO REPLACE THE PREVIOUSLY REPEALED SECTION 5.7 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI WITH THE ESTABLISHMENT OF THE MILL VILLAGE HISTORIC PRESERVATION OVERLAY DISTRICT (TA22-03.22)’. The vote was unanimous in favor. APPENDIX Z

IN THE MATTER OF AN ORDINANCE TO SECTION 5.8 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI BY CHANGING THE NAME AND AMENDING CERTAIN SUB-SECTIONS CONCERNING THE WEST JACKSON NEIGHBORHOOD REDEVELOPMENT OVERLAY DISTRICT (TA22-03.23) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Davis moved, seconded by Council Member Beard, to approve the’ ORDINANCE TO SECTION 5.8 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI BY CHANGING THE NAME AND AMENDING CERTAIN SUB-SECTIONS CONCERNING THE WEST JACKSON NEIGHBORHOOD REDEVELOPMENT OVERLAY DISTRICT (TA22-03.23)’. The vote was unanimous in favor. APPENDIX AA

IN THE MATTER OF AN ORDINANCE TO AMEND SECTION 5.9 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI CONCERNING THE WINFIELD NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.24) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

Council Member Palmer moved, seconded by Council Member Beard, to approve the ‘ORDINANCE TO AMEND SECTION 5.9 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO,

MISSISSIPPI CONCERNING THE WINFIELD NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.24)'. The vote was unanimous in favor. APPENDIX BB

IN THE MATTER OF AN ORDINANCE TO AMEND SECTION 5.1 OF THE DEVELOPMENT CODE OF THE CITY OF TUPELO, MISSISSIPPI CONCERNING THE BELLEDEER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.25) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

This item was left on the table.

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY ADDING APPENDIX "A" CONTAINING VARIOUS DESIGN STANDARDS, GUIDELINES AND SPECIFICATIONS REFERENCED THEREIN (TA22-03.26) - TABLED AT THE SEPTEMBER 20, 2022 REGULAR MEETING

This item was left on the table.

IN THE MATTER OF APPROVAL OF MINUTES OF REGULAR MEETING ON SEPTEMBER 20, 2022

Council Member Palmer moved, seconded by Council Member Gaston, to approve the minutes of the Regular City Council meeting held on September 20, 2022. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Beard moved, seconded by Council Member Palmer to approve the request for advertising and promotional items, as submitted. The vote was unanimous in favor. APPENDIX DD

IN THE MATTER OF MUNICIPAL COMPLIANCE QUESTIONNAIRE

Council Member Davis moved, seconded by Council Member Mims, to approve the Municipal Compliance Questionnaire as submitted by City Clerk Kim Hanna. The period covered by this questionnaire is October 1, 2021, to September 30, 2022. A copy is attached to these minutes as APPENDIX EE

IN THE MATTER OF ACCEPTANCE OF GRANT AWARD FOR HOMELAND SECURITY GRANT 22LE366

Council Member Palmer moved, seconded by Council Member Beard, to approve the grant award and contract for Homeland Security Grant 22LE366 in the amount of \$37,000. This grant is administered

through the MS Department of Homeland Security and there is no match for the City. The vote was unanimous in favor. APPENDIX FF

IN THE MATTER OF ACCEPTANCE OF GRANT AWARD FOR HOMELAND SECURITY GRANT 22LE366B

Council Member Gaston moved, seconded by Council Member Jones, to approve the grant award and contract for Homeland Security Grant 22LE366B in the amount of \$100,000. This grant is administered through the MS Department of Homeland Security and there is no match for the City. The vote was unanimous in favor. APPENDIX GG

IN THE MATTER OF APPOINTMENT OF AMY TATE TO TUPELO PUBLIC SCHOOL BOARD FOR A FIVE YEAR TERM

Council Member Beard moved, seconded by Council Member Mims, to approve the appointment of Amy Tate for a five-year term to the Tupelo Public School District. The vote was unanimous in favor. APPENDIX HH

IN THE MATTER OF APPROVAL OF PROPERTIES FOR LOT MOWING

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

IN THE MATTER OF OPPOVAL OF LIEN RESOLUTION FOR UNPAID PROPERTY CLEANING AND DEBRIS REMOVAL

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

1015 Chickasaw Trail (Parcel # 113J-07-017-00)

The vote was unanimous in favor. APPENDIX JJ

IN THE MATTER OF APPROVAL OF PROPERTY FOR DEMOLITION

DDS Director Tanner Newman asked the Council to approve the structures located on 5881 Butler Road to be demolished. He stated that the property was checked today and it appears that the owner has begun to remove the structure. However, he asked the Council to proceed with the demolition process to insure that the property will be completely cleaned. Council Member Palmer moved, seconded by Council Member Beard, to approve the requested demolition of the property located at 5881 Butler Road (Parcel 079T-29-007-01). The vote was unanimous in favor. APPENDIX KK

IN THE MATTER OF REVIEW/ACCEPT PLANNING COMMITTEE MINUTES OF SEPTEMBER 12, 2022

Council Member Palmer moved, seconded by Council Member Jones, to accept the planning committee minutes of September 12, 2022. The vote was unanimous in favor. APPENDIX LL

IN THE MATTER OF MOU WITH CITY OF TUPELO AND FBI

Council Member Beard moved, seconded by Council Member Gaston, to approve the Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI) and the City of Tupelo. This MOU will allow the Safe Streets Task Force to work with the City of Tupelo Police Department. The vote was unanimous in favor. APPENDIX MM

IN THE MATTER OF APPROVAL OF BANCORPSOUTH ARENA MINUTES OF AUGUST 15, 2022

Council Member Palmer moved, seconded by Council Member Gaston, to approve the Bancorpsouth Arena Minutes of August 15, 2022. The vote was unanimous in favor. APPENDIX NN

IN THE MATTER OF APPROVAL OF CHANGE ORDER #2 FOR COURT STREET PARKING LOT IMPROVEMENTS BID NO 2022-012PW

Council Member Beard moved, seconded by Council Member Davis, to approve change order #2 for Bid # 2022-012PW - Court Street Parking Lot Improvements. This change order will be an increase of \$27,678.71 to the original bid for a total of \$406,519.71. The vote was unanimous in favor. APPENDIX OO

EXECUTIVE SESSION

Council Member Palmer moved, seconded by Council Member Davis, to determine the need for an executive session. Attorney Ben Logan said the session will be for the prospective purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor at 6:55 p.m.

Council Member Beard moved, seconded by Council Member Gaston, to close the regular session and enter executive session for discussion of the purchase, sale or leasing of lands under Miss. Code Anno. 25-41-7 (g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Palmer moved, seconded by Council Member Beard to return to the regular meeting at 7:14 p.m. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Beard moved, seconded by Council Member Mims, to adjourn the meeting.

This, the 4th day of October, 2022 at 7:15 p.m.

Lynn Bryan, President
City Council

ATTEST:

Missy Shelton, Clerk of the Council

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO/City Clerk
DATE October 12, 2022
SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

For your review and approval.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE October 18, 2022

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

Request:

There are no items for approval at this time.

ITEMS:

None



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE October 18, 2022

SUBJECT: IN THE MATTER OF THE ELECTRIC FUND AUDIT FOR FY 2022 **KH**

Request:

I am requesting the approval of Electric Audit for the fiscal year ending 6/30/2022

TO BE EMAILED

Draft Copy of the 2022 Electric Audit



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: Oct. 18, 2022

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

Request:

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

Preliminary Lot Mowing Report for 10/18/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43360	077P3513100	412 MAYNARD DR	SHACKELFORD STEPHEN	345 CR 2446	GUNTOWN, MS 38849	RS
2.	43363	078H2706700	2403 EVERGREEN ST	DUPREE JAY	2403 EVERGREEN	TUPELO, MS 38801	JLS
3.	43364	078H2707500	2301 EVERGREEN ST	CLEGG ENTERPRISES LLC	2448 WENDOVER RD	BELDEN, MS 38826	JLS
4.	43368	078D2709500	3270 WINCHESTER CIR	MCFARLING MISTY MATHIS	283 ROAD 325	TUPELO, MS 38801	DS
5.	43369	075R2202600	3452 FAIR OAKS DR	TGA INVESTMENTS LLC	1001 SERENITY LANE	NEW ALBANY, MS 38652	DS
6.	43372	089K3107300	464 N BROADWAY ST	CUMMINGS ATLENA ESTATE	804 COLONIAL LANE	KILLEEN, TX 76543	SB
7.	43373	077G2520001	701 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
8.	43374	077G2520002	703 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
9.	43375	077G2520003	705 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
10	43377	087S2603507	N EASON BLVD	HAWKINS PROPERTIES LLC	P O BOX 1277	TUPELO, MS 38802	JLS
11	43378	087S2603706	1295 N EASON BLVD SUITE A-C	NORTH FRONT PROPERTIES LLC	1295 NORTH EASON BLVD	TUPELO, MS 38804	JLS
12	43379	112C0305100	1803 TULIP RD	DAVIS JAMES ALAN & MICHAEL WAYNE	1715 TULIP RD	TUPELO, MS 38804	JLS

Preliminary Lot Mowing Report for 10/18/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	43380	112C0305000	1706 TULIP RD	PETTIGREW MICHAEL C & JENIFER C	281 MCNEECE STREET	TUPELO, MS 38804	JLS
14	43382	112C0305200	S EASON BLVD	TRL LOGISTICS SERVICES LLC	1 POND DRIVE	HUNTINGTON, NY 11743	JLS
15	43383	077G2520004	707 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
16	43384	077G2520005	709 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	SB
17	43388	088Q3404900	100 MCNEECE ST	Y & T LLC	604 ARBOR WAY	BRANDON, MS 39047	RS
18	43389	112C0308700	668 MCNEECE ST	PANTOVICH DEYAN V	668 DUNWOODY DR	TUPELO, MS 38804	RS
19	43390	112F0401700	1915 BRIAR RIDGE RD	PHIL WEBSTER LLC	P O BOX 661	FULTON, MS 38843	RS
20	43393	077G2504500	1304 E BRISTOW DR	POUNDERS EMERALD C	1304 E BRISTOW DR	TUPELO, MS 38801	JLS
21	43394	077G2502100	1204 BIENVILLE ST	LUTHER PROPERTIES LLC	299 WILSON CHAPEL RD	PONTOTOC, MS 38863	JLS
22	43395	077G2502000	1206 BIENVILLE ST	GALE, KENNETH D	167 CR 1732	SALTILLO, MS 38866	JLS
23	43397	077C2501600	1507 TRACE AVE	WEBB DEAN & JENNIFER HANKINS	1104 CR 811	SALTILLO, MS 38866	DS
24	43398	113T0503100	1233 S VETERANS MEMORIAL BLVD	T T & D INC	P O BOX 867	TUPELO, MS 38802	RS

Preliminary Lot Mowing Report for 10/18/2022

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	43408	089B3004000	1259 N GREEN ST	JOHNSON ERDITH E	3979 COBB STUMP RD	FULTON, MS 38843	SB
26	43409	089B3003900	1261 N GREEN ST	CLARK EMMA JANE	1261 N GREEN ST	TUPELO, MS 38804	SB
27	43411	106G1308600	3266 CRAIGMONT CIR	FIELDS CONTESSA A	336 WINDSOR DR NORTH	OXFORD, MS 38655	RS
28	43413	088N3306000	143 CANAL ST	SOUTHERN CHARM PROPERTIES LLC	194 GOLDEN HILLS RD	MOOREVILLE, MS 38857	RS
29	43414	088N3306200	137 CANAL ST	MCMILLAN BRANDON & MELVIN T SCRUGGS	160 CR 601	GUNTOWN, MS 38849	RS
30	43415	088N3306601	129 CANAL ST	BOULDIN CHARLES	4749 SOUTH EASON BOULEVARD	SUITE A	RS
31	43418	074C1707200	3442 SUMMERLIN DR	SUMMERLIN PROPERTIES LLC	P O DRAWER 67	TUPELO, MS 38802	DS
32	43419	075S1605217	MCCULLOUGH BLVD	REYES ANA B	P O BOX 584	SALTILLO, MS 38866	DS
33							
34							
35							
36							



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE October 12, 2022
SUBJECT: IN THE MATTER OF AGREEMENT BETWEEN DEA AND TPD **JQ**

Request:

Please accept this letter of request for an agreement between the United States Department of Justice, Drug Enforcement Administration DEA, and the Tupelo Police Department, along with the mandatory Addendum.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

Check if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Tupelo Police Department
400 North Front Street
Tupelo, MS 38804

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Oxford HIDTA Task Force

4. Typed Name and Title of Authorized Representative

John Quaka, Chief Of Police

5. Signature

6. Date

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT**Drug Enforcement Administration****New Orleans Field Division****Oxford Resident Office**

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Tupelo Police Department ORI#MS0410100 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Oxford area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Mississippi, the parties hereto agree to the following:

- 1 The Oxford HIDTA Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Oxford area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Mississippi.
- 2 To accomplish the objectives of the Oxford HIDTA Task Force, the parent agency agrees to detail one (1) experienced officers to the Oxford HIDTA Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
- 3 The parent agency officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
- 4 The parent agency officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
- 5 To accomplish the objectives of the Oxford HIDTA Task Force, DEA will assign six (6) Special Agents to the Task Force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers-. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special

Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

If the parent agency provides the Task Force Officer with a vehicle, the Drug Enforcement Administration will pay up to \$400 a month in fuel. Routine maintenance and repair is not included and is the responsibility of the parent agency.

- 6 During the period of assignment to the Oxford HIDTA Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
- 7 In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
- 8 The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
- 9 The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
- 10 The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

- 11 The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
- 12 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
- 13 The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

 Brad L. Byerley

 Special Agent in Charge

Date

For the Tupelo Police Department

 John Quaka

 Chief of Police

Date

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. 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.

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

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

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: October 12, 2022
SUBJECT: IN THE MATTER OF PROPOSAL FROM McCARTY ARCHITECTS JQ

Request:

Please accept this letter of request for a Proposal for Professional Services-Master Planning from McCarty Architects.



September 29, 2022

Chief John Quaka
 Tupelo Police Department
 400 N Front St.
 Tupelo, MS 38804

Re: Proposal for Professional Services – Master Planning

Dear Chief Quaka:

Thank you very much for the opportunity to provide design services for the Tupelo Police Department (TPD). It is our understanding the TPD wishes to embark on a master planning effort for budgeting purposes. The study would include a vehicle garage for motorcycle patrol units, bomb squad, and other rapid response vehicles. It would also include planning for a new barracks, with chow hall, bathrooms, and dayroom, to be located at the Tupelo Police Academy campus. Below are the services we would recommend for this effort.

Master Planning Services

- Visioning Session – Two planning sessions with the TPD leadership to understand the vision and project goals. Project priorities and drivers will be developed from this effort and will help steer the planning process.
- Architectural Space Program – This document is a comprehensive analysis of space needs organized by building and departments and includes a listing of all spaces/rooms. This effort will require two sessions with the TPD leadership and will be the foundational document for conceptual design.
- Conceptual Site Plan – A planning study of the proposed buildings to be located at the Front Street station and the police academy campus. This study will include building locations, parking, drives, pedestrian paths, security barriers, and other site features.
- Conceptual Floor Plan – A conceptual floor plan diagram of both buildings will be provided. The intent is to show the relative size, proper relationships, adjacencies, and flow of the various functional components. It will also identify expansion zones for future growth if required.
- Cost Summary – We will develop a statement of probable cost for each building to help identify all project cost including construction hard cost and soft cost. A third-party estimator will be used to help generate the construction estimate.

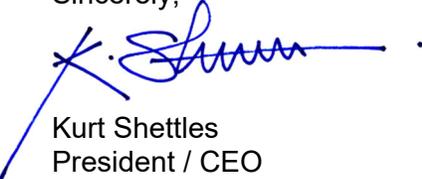
Compensation - We propose a “not to exceed” fee of **\$9,200** (Nine Thousand and Two Hundred Dollars) for the Master Plan. Invoicing will be based on the attached hourly rates and billed monthly. This agreement does not include the cost of topographical / utility survey, geotechnical analysis, and any other third-party services.

Schedule - This work can begin within four to six weeks of the execution of this agreement and finalized by March 2023 depending on the availability and decision-making process of TPD.

If this approach meets with your approval, please indicate by signing in the space below. Once again, we appreciate the opportunity and look forward to serving the Tupelo Police Department.

Accepted By: _____
Signature Date

Sincerely,



Kurt Shettles
President / CEO

Enclosure

c: Major McDougald
Major Davis
Deputy Chief Hill
22051.500



**DESIGN SERVICES
HOURLY RATE AND EXPENSE SCHEDULE
FOR CALENDAR YEAR 2022**

McCarty Architects is “Determined to Deliver the Best.” Our objective is to provide professional design services that meet your needs. The following hourly rate and expense information applies to project services performed on a “time spent and expense reimbursement” basis. These fees and expenses will be invoiced monthly and are due upon receipt of invoice.

ARCHITECTURE

Architect ~ Licensed Architect with a varying range of experience, capabilities, and leadership, primarily engaged in project management, design, production, and construction administration.

Principal	\$205 per hour
Senior Architect / Team Leader	\$173 per hour
Project Architect	\$144 per hour
Architect	\$122 per hour

Intern Architect ~ Non-licensed individual with a professional degree, actively involved in the NCARB Intern Development Program, primarily engaged in project design, production, and construction administration.

Intern Architect	\$103 per hour
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Designer / Technician ~ Non-licensed individual with a varying range of professional education, capability, and experience, primarily engaged in project design, production, and construction administration.

Designer / Technician Level 1	\$116 per hour
Designer / Technician Level 2	\$ 98 per hour
Designer / Technician Level 3	\$ 87 per hour

CONSTRUCTION ADMINISTRATION

Construction Administrator ~ Non-licensed individual with a varying range of professional education, capabilities, and experience, primarily engaged in administration of construction services.

Construction Administration Director	\$129 per hour
Construction Administration Associate	\$ 98 per hour



HOURLY RATE AND EXPENSE SCHEDULE (Continued)

PROJECT ADMINISTRATION

Project Administrator ~ Non-licensed individual with a varying range of project administration experience, primarily engaged in a direct support role to the project team.

Project Administrator Level 1	\$74 per hour
Project Administrator Level 2	\$64 per hour

INTERIOR DESIGN

Interior Designer ~ Licensed Designers with a varying range of experience, capabilities, and leadership, primarily engaged in project management, design, furniture and material specifications, and construction administration.

Interior Designer	\$114 per hour
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Design Associate ~ Non-licensed individual with an associate or professional degree actively involved in the NCIDQ Intern Development Program, primarily engaged in project design, production and construction administration.

Design Associate Level 1	\$95 per hour
Design Associate Level 2	\$78 per hour

We will invoice expenses incurred at the following rates:

- AutoCAD Time at \$12 per hour.
- Automobile mileage in accordance with IRS guidelines.
- Travel, meals and lodging at cost.
- Postage and shipping at cost.
- Reproduction done outside our office at cost.
- Photocopies and reproductions made in our office as follows:

8½ x 11 @ \$0.10 per page	8½ x 11 Color @ \$0.45 per page
11 x 17 @ \$0.20 per page	11 x 17 Color @ \$0.55 per page
24 x 36 Bond @ \$2.00 per page	24 x 36 Color Bond @ \$3.75 per page
30 x 42 Bond @ \$3.25 per page	30 x 42 Color Bond @ \$4.50 per page

Rates are subject to change annually.



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: October 12, 2022
SUBJECT: IN THE MATTER OF AGREEMENT BETWEEN CARFAX AND TPD JQ

Request:

Please accept this letter of request for an Agreement, with the Mandatory Addendum attached, between Carfax and The Tupelo Police Department.

ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (*must provide FULL name*) ("Agency"): _____

Agency ORI Number: ____ - _____

Name: _____ Number of Sworn Officers: _____

Address: _____ City: _____

County: _____ State: _____ Zip: _____

Total Number of Motor Vehicle Crash Reports Written Last Year: _____

Agency wishes to use:

Investigative Tools and/or Driver Exchange Service Yes No

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Send completed form to: Chris Marchetti | EMAIL: ChrisMarchetti@carfax.com

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions (the “Terms and Conditions”), any enrollment form (each, an “Enrollment Form”) signed or accepted by Agency, and any written exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement (the “Agreement”) between CARFAX, Inc. (“CARFAX”) and Agency and govern Agency’s participation in the CARFAX® For Police Program (the “Program”).

1. Definitions.

1.1 “Agency Crash Report” is defined as a motor vehicle crash or incident report created and/or collected by or on behalf of Agency (including but not limited to all data and information contained therein or derived therefrom).

1.2 “Alternative Vehicle History Provider” is defined as a provider or reseller of motor vehicle history data, information, products, and/or services other than CARFAX.

1.3 “Crash Data” is defined as all Agency Crash Reports and all other data and information related to motor vehicle crashes or other incidents (including but not limited to all Driver Exchange Information) that are: (a) provided by or on behalf of Agency to CARFAX under this Agreement, (b) uploaded, submitted and/or otherwise transmitted to or through any of the Services by or on behalf of Agency or any authorized user of the Services, and/or (c) otherwise received by CARFAX under this Agreement.

1.4 “DPPA” is defined as the Federal Driver’s Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws.

1.5 “DPPA Permissible Use” is defined as a permissible use set forth in the DPPA.

1.6 “Driver Exchange Information” is defined as all data and information that is uploaded, submitted and/or otherwise transmitted to or through the Driver Exchange Service.

1.7 “Driver Exchange Service” is defined as the CARFAX service that facilitates the collection and exchange of data and information between or among drivers or other parties involved in motor vehicle crashes or other incidents.

1.8 “Effective Date” is defined as the date on which Agency first provides Crash Data to CARFAX in the form and format that allows CARFAX to upload such Crash Data to the VHDB and the Law Enforcement Database.

1.9 “Intellectual Property” is defined as the Services and all intellectual property relating either directly or indirectly to the Services, including but not limited to patents, design rights, copyrights, database rights, trade secrets, know-how and all derivative works thereof, including but not limited to future enhancements and modifications.

1.10 “Investigative Tools” is defined as: (a) the VHDB, (b) the VH Tools, (c) the Law Enforcement Database, (d) the Law Enforcement Information, and (e) all data and information contained in or derived from each of the foregoing.

1.11 “Law Enforcement Database” is defined as the CARFAX crash report database(s) that contains Law Enforcement Information.

1.12 “Law Enforcement Information” is defined as motor vehicle crash and incident reports that CARFAX obtains from or on behalf of law enforcement agencies (including but not limited to all data and information contained therein or derived therefrom).

1.13 “Services” is defined as the Investigative Tools, the Driver Exchange Service, and any other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.14 “VH Tools” is defined as CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.15 “VHDB” is defined as the CARFAX vehicle history database(s) that contains data and information regarding motor vehicle transactions.

2. Services.

2.1 Investigative Tools. If Agency elects to use the Investigative Tools, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to: (a) access and use the VH Tools solely for Agency’s use in law enforcement investigations, and (b) access the Law Enforcement Database to obtain and use the Law Enforcement Information solely for Agency’s use in law enforcement investigations. To the extent “personal information” (as such term is defined under the DPPA) is contained in any Law Enforcement Information and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each Agency user that it shall comply with the DPPA, including without limitation disclosing such personal information only in connection with a DPPA Permissible Use.

2.2 Driver Exchange Service. If Agency elects to use the Driver Exchange Service (when available), CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the Driver Exchange Service solely to: (a) collect, or facilitate the collection of, data and information relating to a motor vehicle crash or other incident, and (b) facilitate the exchange of such data and information to drivers or other parties involved in such motor vehicle crash or other incident. Agency authorizes CARFAX to store and maintain the Driver Exchange Information, notify the individuals using the Driver Exchange Service to access the Driver Exchange Information, and provide such Driver Exchange Information (in whole or in part) to such individuals and/or their representatives.

2.3 Agency Account. Promptly following the Effective Date, CARFAX will establish an account to allow Agency and authorized employees of Agency to access the Services that Agency elected and is permitted to use under this Agreement (the “Agency Account”). Agency acknowledges and agrees that it is responsible for all use and misuse that arise out of the Agency Account and the username(s) and password(s) used to gain access to the Agency Account.

2.4 Restrictions on Access and Use of CARFAX Services. Agency shall not: (a) provide, offer, distribute, sell, resell, or otherwise disclose any data or information made available or derived from the Investigative Tools in any way to any third party (except to the extent necessary to comply with applicable law); (b) allow any third party (excluding individuals who use the Driver Exchange Service (or their representatives)) to view, access or use any of the Services; (c) use or permit the use of any of the Services for personal purposes or in contravention of any federal, state, local, foreign or other laws, rules or regulations; or (d) introduce into the Services any viruses, spyware or other software that is intended to disrupt, delete, damage or alter any of the Services. Systematic access to the Services or retrieval of data or information included in or derived from the Services, including but not limited to the use of “bots” or “spiders,” is strictly prohibited. Without limiting CARFAX’s other rights under this Agreement, CARFAX may, upon written notice (e-mail acceptable) to Agency, suspend Agency’s access to one or more of the Services (in whole or in part) for any breach of this Agreement by Agency.

2.5 Security. Agency acknowledges that the Law Enforcement Database contains Law Enforcement Information that may include personally identifiable information (collectively, “PII”). Agency shall keep all such PII confidential and secure, including but not limited to by: (a) restricting access to such Law Enforcement Information to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such Law Enforcement Information is accessed solely for law enforcement investigations as permitted under this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of Law Enforcement Information; and (d) maintaining an information security program that is designed to meet applicable state and federal law requirements for

safeguarding PII, including, at a minimum, to: (i) ensure the security and confidentiality of such Law Enforcement Information; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained in such Law Enforcement Information; and (iii) protect against unauthorized access to or use of the PII and other data contained in such Law Enforcement Information. In the event of any actual or reasonably suspected breach or unauthorized access of Law Enforcement Information (collectively, “Agency Breach”), Agency shall promptly notify CARFAX of such Agency Breach and shall fully cooperate with CARFAX in investigating such Agency Breach and preventing the recurrence of an Agency Breach. As between CARFAX and Agency, Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such Agency Breach, shall bear all costs associated with complying with legal and regulatory obligations in connection therewith and shall reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of such Agency Breach and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the Law Enforcement Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX’s express written consent. As between CARFAX and Agency, Agency shall remain solely liable for claims that may arise from such Agency Breach, including but not limited to costs for litigation (including attorneys’ fees), and reimbursement sought by individuals, including but not limited to costs for credit monitoring or allegations of loss in connection with such Agency Breach.

3. Provision of Crash Data. Agency hereby provides (or authorizes its third-party service provider to provide) to CARFAX all Agency Crash Reports and Crash Data (as applicable). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the Crash Data, and therefore Agency shall notify CARFAX of erroneous data and information in any Crash Data. Agency authorizes CARFAX to include any and all non-personal data and information from the Crash Data in the VHDB, and to use such data and information from the Crash Data in connection with any data, products or services provided by CARFAX. Agency authorizes CARFAX to include any and all data and information from the Crash Data in the Law Enforcement Database and to use such data and information in connection with any data, products or services that CARFAX provides to law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX’s request, another copy of any previously provided Crash Data as soon as reasonably possible after such request. **The Crash Data provided by the Agency to CARFAX is limited to that information listed in the attached “Exhibit A.”**

4. Crash Data Restrictions. Because of the significant investment CARFAX has made and continues to make in the Services that CARFAX licenses to Agency for free, Agency shall not, directly or indirectly: (a) offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider or (b) allow any person or entity to offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider (collectively, the “Crash Data Restrictions”). Without limiting the foregoing, Agency shall ensure that each person or entity that receives any Crash Data from Agency (or a third party on Agency’s behalf) (each, a “Crash Data Recipient”) shall be bound by a written agreement that: (i) obligates such Crash Data Recipient to comply with the Crash Data Restrictions and (ii) names CARFAX as an intended third party beneficiary with the right to enforce the Crash Data Restrictions directly against such Crash Data Recipient. Agency agrees to notify CARFAX of any suspected or known breach of the Crash Data Restrictions by a Crash Data Recipient, and at CARFAX’s request, Agency will enforce the terms of such agreement against the Crash Data Recipient.

5. Intellectual Property; Marks. Agency acknowledges that Intellectual Property is and will remain the property of CARFAX. CARFAX grants Agency a limited, revocable, nonexclusive and nontransferable license

use CARFAX trademarks and logos provided by CARFAX to Agency (“CARFAX Marks”) solely as approved by CARFAX. Agency acknowledges that Agency’s use of the CARFAX Marks shall inure to CARFAX’s benefit.

6. Disclaimers. Agency acknowledges that CARFAX collects data from public records and other sources for use in the Investigative Tools and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the Investigative Tools, and CARFAX will have no liability for errors or omissions with respect to the Investigative Tools. Agency assumes full responsibility with respect to its decisions and transactions using the Investigative Tools. THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” CARFAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability; Indemnification. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of CARFAX under this Agreement will not exceed \$1,000, and such amount will be Agency’s exclusive remedy. Except to the extent prohibited by applicable law, Agency shall indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorneys’ fees and costs) arising out of: (a) Agency’s failure to comply with any applicable federal, state and local laws, rules and regulations, (b) Agency’s use of the Services for any purpose other than as explicitly permitted under this Agreement, or (c) Agency’s breach of this Agreement.

8. Term and Termination.

8.1 Term. The term of this Agreement commences on the Effective Date and continues in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods unless either party provides the other party at least ninety (90) days written notice of its intention to terminate this Agreement prior to any renewal date (the “Term”).

8.2 Termination; Survival. Agency may discontinue its access to and use of any Service at any time by giving at least thirty (30) days’ prior written notice to CARFAX. Any termination of Agency’s access to and use of a Service does not terminate any other Services that Agency may access and use under this Agreement. CARFAX may terminate this Agreement and/or any Service immediately upon written notice if Agency breaches any provision of this Agreement. Upon any expiration or termination of a Service or this Agreement (as applicable), CARFAX may continue to use the Crash Data already acquired under this Agreement. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including but not limited to this Section 8.2 and Sections 2.4(a), 2.5, 5, 6 and 7.

9. General Provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. In the event of any ambiguity or conflict between any of the terms and conditions contained in the Enrollment Form and those set forth in these Terms and Conditions, the Terms and Conditions shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services licensed to Agency hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement, and Agency’s continued use of any of the Services will be deemed acceptance thereof. Each party shall comply with all applicable federal, state and local laws, rules and regulations with respect to its performance under this Agreement. This Agreement does not create a joint venture, partnership, agency, franchise, dealership,

distributorship or employment relationship between the parties or any other relationship other than independent contractors. A party's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by the other party, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by a party will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX. A signed Agreement sent by fax or scanned and emailed, or signed via a recognized electronic signature service, shall be legally binding and enforceable.

10. The terms of the Mandatory Addendum attached as Exhibit "B" are incorporated herein, and in the event that any of the aforementioned Terms and Conditions contradict any of the terms of the Mandatory Addendum attached herewith, Agency and CARFAX agree that the terms of the Mandatory Addendum shall control.

EXHIBIT "A"

Item # 12.

1. VIN
2. Report Number
3. Crash Date
4. Police Agency
5. County
6. City
7. State
8. License Plate Number
9. Licenses Plate State
10. Vehicle Make
11. Vehicle Model
12. Vehicle Year
13. Point of Impact
14. Damage Severity
15. Fire
16. Extraction
17. Towing
18. Airbag Deployed

Preferred but optional:

19. Driver First Name
20. Driver Last Name
21. Passengers First Name
22. Passengers Last Name

EXHIBIT "B"

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. 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.

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

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

16. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).

17. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

18. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

ABSOLUTE RELEASE AND INDEMNIFICATION AGREEMENT

This Hold Harmless agreement is executed on this the 10 TH day of
_OCTOBER , 2022 by and between the **CITY OF TUPELO, MISSISSIPPI**
and CARFAX.

FOR AND IN CONSIDERATION IN THE AMOUNT OF _____
_____, **IT IS AGREED** between the parties in this
Hold Harmless Agreement.

IT IS FURTHER AGREED that CARFAX , Tupelo,
MS, the undersigned hereby fully and finally releases, remises, acquits and discharges the
City of Tupelo, Mississippi, its agents, servants, employees, agencies, subdivisions,
insurers or any other affiliated or associated person or entity (collectively "Releases"), for
and from any and all injuries and damages of whatsoever kind, known or
unknown, allegedly sustained by the undersigned.

WITNESS my signature, this the ____ day of _____, 2022.

STATE OF MISSISSIPPI
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the State and
County aforesaid, _____, who acknowledged that the
undersigned delivered the above and foregoing Absolute Release and Indemnification
Agreement on the day and year therein mentioned.

Give under my hand and seal of office this the ____ day of _____, 2022.

Notary Public

My Commission Expires:

(SEAL)



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: October 12, 2022
SUBJECT: IN THE MATTER OF ACCEPTING BID #2022-034PD **JQ**

Request:

Please accept this letter of request for accepting Bid # 2022-034PD, for the purchase of one Police EOD ROBOT from ICOR Technology Inc. for \$104,040.00.

City of Tupelo, MS

ONE (1) POLICE EOD ROBOT (per specifications)

Lot Specification Shall include all equipment, software, delivery and fees.
Lot Start Date / Time Sep 29, 2022 10:00 AM US/Central
Lot End Date / Time Sep 29, 2022 10:30 AM US/Central
Lot Duration 00:30 [hh:mm]



ONE (1) POLICE EOD ROBOT

Company	Bid Amount	Bidding Date / Time	IP Address
ICOR Technology Inc.	\$ 104,040.00 USD	Sep 29, 2022 10:09:35 AM US/Central	76.70.16.46



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kelly Elliott, Fire Chief
DATE October 13, 2022
SUBJECT: IN THE MATTER OF LEAVE DONATION REQUEST **KE**

Request:

The Fire Department is requesting approval to donate leave to one of their employees, Anthony Mallard, who has had major surgery requiring him to be off work for approximately 12 weeks. He has exhausted all of his earned vacation and sick leave, therefore members of the department would like to donate the necessary time.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kelly Elliott, Fire Chief
DATE: October 13, 2022
SUBJECT: IN THE MATTER OF FIRE STATION #2 SURPLUS ITEMS **KE**

Request:

PLEASE CONSIDER THE FOLLOWING ITEM TO BE DEEMED AS JUNK, NO LONGER USABLE.

AIR CONDITIONER A060CK10EAKA PACKAGE STATION 2

PLEASE CONSIDER THE FOLLOWING ITEMS TO BE DEEMED SURPLUS FOR PARTS.

For Parts:
EXHAUST SYSTEM A STATION 2



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE October 13, 2022

SUBJECT: IN THE MATTER OF AN ORDER TO SURPLUS THE STRUCTURE(S) AND REAL PROPERTY LOCATED ON LEE COUNTY TAX PARCEL NO. 089J-31-335-00, NAMELY FIRE STATION NO. 2, AND TO AUTHORIZE THE DEMOLITION AND SALE OF SAID PROPERTY

Request:

Please move to accept an Order to authorize the surplus, demolition and sale of the structures and real property located on Lee County tax parcel No. 089J-31-335-00, namely Fire Station No. 2.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director of Public Works

DATE: October 5, 2022

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

Request:

Request for bid rejection of the reroofing for the Police Athletic League Building on Bid 2022-033WL

Two bidders responded –

Cooper Top Roofing	\$ 252,000.00
G&G Sheet Metal and Roofing	\$ 191,000.00

We request to reject the bid due to exceeding what is budgeted for the project.

BID# 2022-033WL TUPELO POLICE ATHLETIC LEAGUE REROOF

Name	CR	Ins	Signed	ADD	Bid Amount
Cooper top Roofing	12260-52	Gray Courstky	vice president	NO	252,000. ⁰⁰ XX
G+G Sheet Metal + Roofing	18797-52	Sure Tech Insurance	manager	NO	191,000. ⁰⁰ XX

BID PROPOSAL

Proposal of G & G Sheetmetal & Roofing (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **TUPELO POLICE ATHLETIC LEAGUE (P.A.L) REROOF**

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **60** consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: N/A DATE: N/A
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project. BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Bid Documents and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond 5% of Base Bid Amount DOLLARS (\$ 9,551.15) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid

Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTES:

1. Any erasure change, or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no additional cost to the owner should an increase or decrease in quantities required be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item, but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
4. OWNER reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

BID SCHEDULE

TO: CITY OF TUPELO (OWNER)

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the bid documents and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

BASE BID – TUPELO POLICE ATHLETIC LEAGUE (P.A.L) REROOF

Total Bid Price: \$ 191,000.00

CONTRACTOR: G & G Sheetmetal & Roofing

NAME: Rickey Griffin

TITLE: manager

ADDRESS: 4812 W main St
Tupelo ms 38801

CERTIFICATE OF RESPONSIBILITY NUMBER: 18797-SC

END OF SECTION

NON-COLLUSION/DEBARMENT AFFIDAVIT

(Execute in duplicate)

I, Jonathan Criddle
(Name of person signing affidavit)

individually, and in my capacity as Estimator of
(Title)

G & G Sheetmetal & Roofing LLC do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

G & G Sheetmetal & Roofing LLC, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. 2022-033WL

in Lee County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " _____ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

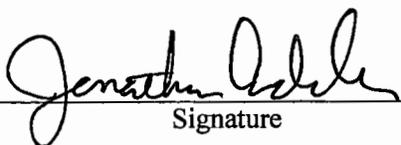
The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 9/28/2022


Signature

NON-COLLUSION/DEBARMENT AFFIDAVIT

(Execute in duplicate)

I, Jonathan Criddle
(Name of person signing affidavit)

individually, and in my capacity as Estimator of
(Title)

G & G Sheetmetal & Roofing LLC do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

G & G Sheetmetal & Roofing LLC, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. 2022-033WL

in Lee County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here " _____ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on

9/28/2022


Signature

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Michael A. McDaniel, Richard H. Whitley, James S. Brown

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of August A.D. 2020.

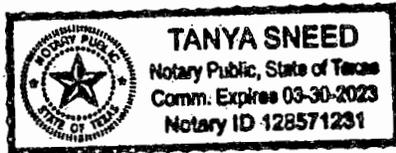
SURETEC INSURANCE COMPANY

By: *Michael C. Keimig*
Michael C. Keimig, President



State of Texas ss:
County of Harris

On this 27th day of August A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed
Tanya Sneed, Notary Public
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29th day of September, 2022, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4310005
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST

BID BOND

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

BIDDER (Name and Address):

G & G Sheet Metal & Roofing, LLC
4812 W. Main Street
Tupelo, MS 38801

SURETY (Name and Address of Principal Place of Business):

SureTec Insurance Company
2103 CityWest Boulevard, Suite 1300
Houston, TX 77042

OWNER (Name and Address):

City of Tupelo
71 Troy Street
Tupelo, MS 38804

BID:

Bid Due Date: September 29, 2022
Project (Brief Description Including Location):
Police Athletic League Reroof; Roof Replacement with 60mil PVC Membrane

BOND:

Bond Number: N/A
Date: (Not Later than Bid Due Date): September 29, 2022

Penal Sum: Five Percent of Amount Bid \$ 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER:

G & G Sheet Metal & Roofing, LLC (Seal)
Bidder's Name and Corporate Seal

By: Jonathan Criddle
Signature

Jonathan Criddle
Print Name

Estimator
Title

Attest: Robert Collins
Signature

Forman
Title

SURETY:

SureTec Insurance Company
Surety's Name and Corporate Seal

By: Michael A. McDaniel
Signature (Attach Power of Attorney)

Michael A. McDaniel
Print Name

Attorney-in-Fact
Title

Attest: Jan Melton
Signature

Jan Melton, Bond Account Manager
Title



Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

By: Jenna B. Allen
Jenna B. Allen, MS Resident Agent

BID PROPOSAL

Proposal of Copper Top Sheet Metal, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **TUPELO POLICE ATHLETIC LEAGUE (P.A.L) REROOF**

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **60** consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER:	<u>NA</u>	DATE:	<u>NA</u>
NUMBER:	<u>NA</u>	DATE:	<u>NA</u>
NUMBER:	<u>NA</u>	DATE:	<u>NA</u>

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project. BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Bid Documents and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond 5% of Base Bid Amount DOLLARS (\$ 12,600.00) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid

Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTES:

1. Any erasure change, or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no additional cost to the owner should an increase or decrease in quantities required be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.
3. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item, but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
4. OWNER reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

BID SCHEDULE

TO: CITY OF TUPELO (OWNER)

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the bid documents and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

BASE BID – TUPELO POLICE ATHLETIC LEAGUE (P.A.L) REROOF

Total Bid Price: \$ 252,000.00 - Two hundred fifty two thousand

CONTRACTOR : Copper Top Sheet Metal, Inc.

NAME: Jimmy Scott Phillips *Jimmy Scott Phillips*

TITLE: Vice President

ADDRESS: 110 Cooper Road
Columbus, MS 39702

CERTIFICATE OF RESPONSIBILITY NUMBER: 1 2200 -S C

END OF SECTION

NON-COLLUSION/DEBARMENT AFFIDAVIT

(Execute in duplicate)

I, Jimmy Scott Phillips
(Name of person signing affidavit)

individually, and in my capacity as Vice President
(Title)

Copper Top Sheet Metal, Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

Copper Top Sheet Metal, Inc., Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. Bid# 2022-033WL

in Lee County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on September 29th, 2022

Jimmy Scott Phillips
Signature

BID PROPOSAL

Proposal of Copper Top Sheet Metal, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF TUPELO**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **TUPELO POLICE ATHLETIC LEAGUE (P.A.L) REROOF**

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **60** consecutive workdays thereafter.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>NA</u>	DATE: <u>NA</u>
NUMBER: <u>NA</u>	DATE: <u>NA</u>
NUMBER: <u>NA</u>	DATE: <u>NA</u>

By submitting this BID, the BIDDER certifies that he has thoroughly examined the bid documents, specifications and contract documents and has visited the job site to inform himself fully of the conditions at the site relating to the completion of the project. BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Bid Documents and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond 5% of Base Bid Amount DOLLARS (\$ 12,600.00) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid

BID BOND

Item # 17.

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

BIDDER (Name and Address):

Copper Top Sheet Metal, Inc.

110 Cooper Road, Columbus MS 39702

SURETY (Name and Address of Principal Place of Business):

The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009

OWNER (Name and Address):

City of Tupelo

71 East Troy Street, Tupelo MS 38804

BID:

Bid Due Date: September 29, 2022

Project (Brief Description Including Location):

Bid # 2022-033WL, Tupelo Police Athletic League, (P.A.L) Reroof

BOND:

Bond Number :

Date: (Not Later than Bid Due Date): September 29th, 2022

Penal Sum: Twelve Thousand Six Hundred
(Words)

\$ 12,600
(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER:

Copper Top Sheet Metal, Inc. (Seal)

Bidder's Name and Corporate Seal

By: Jimmy Scott Phillips
Signature

Jimmy Scott Phillips
Print Name

President
Title

Attest: Kathryn Henry
Signature

Secretary
Title

SURETY:

The Gray Casualty & Surety Company (Seal)

Surety's Name and Corporate Seal

By: Brandt C. Galloway
Signature (Attach Power of Attorney)

Brandt C. Galloway
Print Name

Attorney-in-Fact
Title

Attest: Brandt C. Galloway
Signature

Attorney-in-Fact
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

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

Item # 17.

GENERAL POWER OF ATTORNEY

Bond Number: Principal: Copper Top Sheet Metal, Inc.

Project: Bid #2022-033WL, Tupelo Police Athletic League, (P.A.L.) Reroof

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, 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 \$15,000,000.00.

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

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

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

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



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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



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

Leigh Anne Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September, 2022

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September, 2022

Leigh Anne Henican





AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director of Public Works

DATE: September 29, 2022

SUBJECT: IN THE MATTER OF RATIFICATION OF CONTRACT FOR
PROFESSIONAL SERVICES OF ENDVILLE RD SAFETY IMPROVEMENTS
PROJECT NO. DC NO. 2226-01 - **CW**

Request:

Ratification of Contract for Project No. DC No. 2226-01 Professional Services of
Endville Rd Safety Improvements

The contract was approved on September 20, 2022.

CITY OF TUPELO, MS
Professional Services Agreement for
Endville Road Safety Improvements

PROJECT NUMBER: DC NO. 2226-01

DATE: SEPTEMBER 14, 2022

A. GENERAL

This Agreement is for professional services by Dabbs Corporation (*1050 N. Eason Blvd., Tupelo, MS 38804*), after this called “CONSULTANT”, to be provided to the City of Tupelo, Mississippi (*71 East Troy Street, Tupelo, MS 38804*), after this called the “CITY”, to include Professional Engineering Services related to the PROJECT identified as “Endville Road Safety Improvements” for the City of Tupelo Public Works Department. The Project will include design phase, bidding/contracting and construction phase services related to the development and construction of the proposed roadway improvements.

A more detailed scope of services that shall be included for this Agreement is included in Section B – Scope of Work.

B. SCOPE OF WORK

1.0 INTRODUCTION

1.1 Project: Endville Road Safety Improvements

1.2 Purpose: The purpose of this Scope of Work (SOW) is to provide professional services related to future roadway improvements for Endville Road as proposed by the City of Tupelo and as defined within this Agreement. The City of Tupelo intends to widen Endville Road from a two-lane section to a three-lane section and add curb and gutter and related drainage infrastructure within the project corridor. This shall include transition sections on each end of the project in order to provide transitions between the two-lane and three-lane sections along Endville Road. The final limits of the proposed project improvements will be determined during the design phase of the project as approved by the City of Tupelo upon submission/approval of the preliminary site layout as defined in Section 2.0 of this Agreement.

1.3 Project Location: All work shall be within the existing Tupelo City Limits. The limits of the project shall be within existing / future rights-of-way (ROW) owned and maintained by the City of Tupelo for Endville Road approximately between Walsh Road (approximate eastern boundary) and Countrywood Rd. (approximate

western boundary) as schematically represented on the attached Exhibit A – Schematic Project Area, which is attached hereto and made part of this Agreement.

- 2.0 SCOPE OF SERVICES:** The Project Services shall include the following:
- 2.1 ROW Assessment** – The Consultant shall provide office and field survey to support the design phase of the project, including the assessment of existing/future ROW. Survey services shall include acquiring the land deeds from adjacent properties along the project corridor to assess existing ROW and to assess the need for future temporary or permanent ROW as required to complete the project. It is anticipated that there is an existing 50' road ROW owned by the City of Tupelo along the project corridor and that this will be sufficient for the proposed roadway and related drainage improvements. *Should additional ROW be required in order to complete the project, the Consultant shall, as directed by the City, provide the necessary plats and descriptions as required for proposed ROW acquisition as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 2.2 Topographic Survey** – The Consultant shall provide office and field survey to collect the topographic information as required to complete the design phase of the project. *Any field survey that is required during the construction phase of the project to support the contractor's activities, including construction staking, ROW markers, etc., shall be provided by the Consultant as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 2.3 Preliminary Site Layout** – in order to assess the proposed roadway improvements to be completed as part of the project, the Consultant will establish design criteria and evaluate existing and proposed improvements to provide a preliminary site layout to the City for review/approval. Upon the approval of the design criteria and the preliminary site layout, the Consultant will initiate the final design services.
- 2.4 Final Design Phase** – the Consultant, based on the approval of the design criteria and the preliminary site layout, will complete the project drawings, technical specifications, and related Contract Documents for the project. Project drawings will include cover sheet, existing conditions layout, proposed site layout plan, grading/drainage plan, utility improvements plan, traffic striping plan, erosion control plan and related standard detail sheets. The consultant shall, if curb and gutter is required by the City, include the design of proposed stormwater infrastructure (i.e. curb inlets, drainage pipe, etc. as required to facilitate the installation of curb and gutter along the project corridor. The Contract Documents shall include the technical specifications and all sections required for the bidding and construction phases to be facilitated and completed per local, state and federal requirements.
- 2.5 Bidding/Contracting Phase** – upon the approval of the final design documents and, if required, following the acquisition of any proposed ROW required for the project, the Consultant will coordinate with the City of Tupelo in order to advertise the project for construction bids. The Consultant shall assist the City in the receiving of bids for the project and during the project award / contracting phase of the project to procure

a construction contract for the project. Construction phase services shall be initiated with the issuance of a Notice to Proceed to the Contractor for the project.

- 2.6 *Pre-Construction Conference*** – the Consultant will schedule and conduct a meeting with representatives of the Owner and Contractor to review/discuss the Contract Documents, Project Schedule, Site/Traffic Coordination, Erosion Control Permitting and related requirements, etc.
- 2.7 *Construction Representative***– the Consultant will represent the City of Tupelo during the construction phase of the project in order to coordinate with the Contractor to provide assistance to the Owner and to the Contractor for the duration of the construction period. The Consultant shall review/approve material submittals, review and monitor construction schedule, coordinate with the Contractor in regards to the Erosion Control requirements (SCNOI, etc.), coordinate between the City and the Contractor with regards to traffic control and work periods, etc. The Consultant shall review partial and final pay estimates as submitted by the Contractor and make recommendations to the City for payment during the construction phase of the project.
- 2.8 *Construction Inspection*** – the Consultant shall provide part-time inspection during the construction phase of the project. An inspector shall be provided by the Consultant as needed to support the Contractor and monitor the project improvements with regards to field conditions, compliance with the project drawings and technical specifications and pay items/quantities. The Consultant shall not provide full-time inspection for the project as part of this Agreement.
- 2.9 *Final Inspection*** – the Consultant will coordinate with the City and the Contractor to schedule a final walk-through / inspection following the completion of the construction activities. Representatives of the City and the Contractor shall meet on site to review the final improvements and compile a check-list of any items that need to be addressed and/or completed by the Contractor prior to the final closeout of the project. The Consultant shall issue a punch list of items to be addressed and/or completed to the contractor and shall coordinate on behalf of the City for the completion of the punch list items.
- 2.10 *Project Closeout*** – upon the completion of the construction activities by the contractor and the approval of the City of Tupelo, the Consultant shall coordinate with the City and the contractor for final project closeout.
- 2.11** This scope of services does not include pre-project planning components; traffic study/analysis; warrant analysis; environmental services or related permitting services; cultural resources investigation/study or related services; ROW acquisition services, full-time construction inspection or any other services not specifically identified in this section of the Agreement.

3.0 SPECIAL CONSIDERATIONS:

3.1 All original materials, visual aids, materials, and text developed in performance of the tasks listed herein will be the property of the OWNER, and will not be used, distributed, or published without the specific authorization of the OWNER.

3.2 The Consultant may provide additional services if directed by the City. Should additional services related to project be required/requested by the City, the Consultant shall complete additional services on a time and materials basis or via a separate agreement approved by the Owner.

4.0 SCHEDULE OF WORK: Upon the execution of this Agreement, the CONSULTANT shall initiate the services necessary to complete the tasks related to the Project as defined herein and produce the associated deliverables according to the following schedule:

ROW Assessment	2 weeks
Topographic Survey	2 weeks
Preliminary Site Layout	2 weeks
Review / Approval of Preliminary Site Layout	2 weeks
Final Design Phase	4 weeks
Review / Approval of Final Design Documents	2 weeks
Bidding / Contracting Phase	8 weeks
Construction Phase	T.B.D.
<hr/>	
TOTAL	22 weeks

5.0 PAYMENT FOR SERVICES: Professional services completed under this Agreement shall be provided on a fixed fee basis. The total fixed fee shall be based on the percentages defined in the CDBG Fee Schedule to the proposed project budget of \$1,300,000.00 as defined by the City of Tupelo. Per the CDBD Project Fee Schedule, engineering services shall include \$109,200 (8.4%) for design phase services and \$53,300.00 (4.1%) for construction phase services. The total fixed for the project shall be \$162,500.00 (12.5%).

The Owner agrees to pay the Consultant based on the approximate percentage of work completed at the end of each monthly pay period. Payment shall be made based on no other consideration other than the Consultant's ability to provide the services as defined herein.

6.0 ADDITIONAL SERVICES: Should the Owner direct Dabbs Corporation to provide Additional Services that are not included within the scope of this Agreement, these services shall be provided by the Consultant under the terms & conditions defined under this Agreement but on an time and materials basis in accordance with Exhibit B – Rate Schedules, which is attached hereto and made part of this Agreement.

If required, any sub-consultants that are required as associated with additional services shall be reimbursed at the actual cost of the work provided by the sub-consultant.

7.0 ATTACHMENTS:

Exhibit A – Schematic Project Area

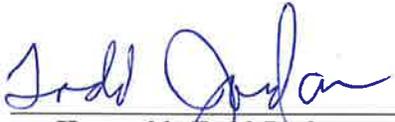
Exhibit B – Rate Schedules

C. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF TUPELO

DABBS CORPORATION



Honorable Todd Jordan
Mayor, City of Tupelo



Mr. Dustin D. Dabbs, PE
PRESIDENT

ATTEST:

ATTEST:



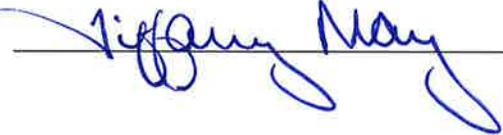
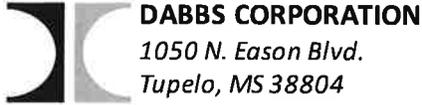


EXHIBIT A - SCHEMATIC PROJECT AREA



ENDVILLE ROAD SAFETY IMPROVEMENTS

EXHIBIT B - RATE SCHEDULES

DIRECT SERVICES	
<u>DESCRIPTION</u>	<u>RATE</u>
PRINCIPAL	\$150.00
PROJECT MANAGER / SR. ENGINEER	\$125.00
GEOTECHNICAL ENGINEER	\$125.00
PROFESSIONAL LAND SURVEYOR	\$130.00
DESIGN ENGINEER	\$100.00
FIELD TECHNICIAN	\$75.00
DESIGN TECHNICIAN	\$75.00
CONSTRUCTION INSPECTOR	\$50.00
TWO-MAN SURVEY CREW	\$140.00
ONE MAN SURVEY CREW	\$90.00
REIMBURSEABLE SERVICES	
<u>DESCRIPTION</u>	<u>RATE</u>
ATV / UTV PER DAY	\$150.00
PRINTING - Letter Size (B&W / Color)	\$0.50 / \$1.00
PRINTING - Half Scale Size (B&W / Color)	\$1.00 / \$2.00
PRINTING - Full Scale Size (B&W / Color)	print shop cost
Vehicle Mileage	\$0.60 / mile



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE: October 12, 2022
SUBJECT: IN THE MATTER OF BID FOR HANK AND HELEN BOERNER SKATE PARK RENOVATIONS AND IMPROVEMENTS BID #2022-035PR **AF**

Request:

Please review and approve the lowest and best bid from Grindline Skateparks, Inc for the Hank and Helen Boerner Skate Park Renovations and Improvements Bid of \$572,000.00.

Attached to this request are the following;

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



October 12, 2022

Alex Farned, Director of Parks and Recreation Department
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

**RE: City of Tupelo, Department of Parks and Recreation, Hank & Helen
Boerner Skate Park Renovations & Improvements: REBID, Tupelo, MS**

Dear Mr. Farned:

Bids were received this past Monday, October 10, 2022, on the above-noted project. The apparent low bidder for this project is Grindline Skateparks, Inc., with a Base Bid of \$572,000.00.

After discussions with yourself and key representatives from the city, it is my recommendation to award the bid to Grindline Skateparks, Inc. based upon their submitted proposal for the **Total Bid Amount of \$572,000.00**

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

Sincerely,

Shipman Sloan, ASLA

pc: Don Lewis, COO; Traci Dillard, Finance; Missy Shelton, Council Clerk
File PN: 220043.00, CBN 2022-035PR

P. N. 22043.00
C.B.N 2022-035PR

Sloan Landscape Architecture, LLC

09/09/2022

SECTION 00 42 00 PROPOSAL FORM

(Submit in Duplicate)

Bidder's Name: Grindline Skateparks, Inc.

Address: 6419 14th Ave SW

Seattle, WA 98208

Date: 10/10/22

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

Project Name: Hank & Helen Boerner Skate Park Renovations & Improvements, REBID

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

Base Bid: Five Hundred Seventy Two Thousand Dollars and zero cents
(\$ 572,000.00).

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

If awarded this Contract, I, (We), agree to execute a Contract and start Work on a date to be set in a Notice to Proceed and to complete the entire work in **One Hundred Eighty (180) Calendar Days**, subject to the terms and conditions of the Contract.

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

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

Liquidated Damages:

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

P. N. 22043.00
C.B.N 2022-035PR

Sloan Landscape Architecture, LLC

09/09/2022

(complete if a corporation)

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

Name	Address (City, State Zip)	Title
Jennifer Louise Rosholt	4619 14th Ave SW, Seattle, WA 98106	President
James Roger Klinedinst	4619 14th Ave SW, Seattle, WA 98106	Secretary
Monica Lynn Miller	4619 14th Ave SW, Seattle, WA 98106	Treasurer
Matthew Brett Fluegge	4619 14th Ave SW, Seattle, WA 98106	CEO

(complete if in if a partnership)

Our Partnership is composed of the following individuals:

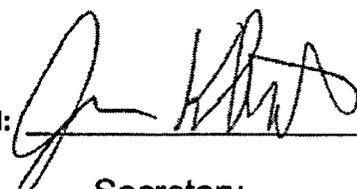
Name	Address (City, State Zip)	Title

Notice of Acceptance of Our Bid May Be Delivered To:

Company Name: Grindline Skateparks, Inc.

Address: 4619 14th Ave SW, Seattle, WA 98106

Email Address: bids@grindline.com **Fax Number:** 206.932.6840

Signed: 
Title: Secretary

Certificate of Responsibility Number: 19476-MC

P. N. 22043.00
C.B.N 2022-035PR

Sloan Landscape Architecture, LLC

09/09/2022

Directions for Mailing:

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

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

Project Name: Hank & Helen Boerner Skate Park Renovations & Improvements, REBID
to be opened at **10:00 am on Monday October 10, 2022.**

P. N. 22043.00
C.B.N 2022-035PR

Sloan Landscape Architecture, LLC

09/09/2022

Form of Non-Collusive Affidavit:

AFFIDAVIT

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

State of: Washington

County of: King

James Klinedinst, being first duly sworn, deposes and says:

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

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

Partner, if the bidder is partnership

Officer, if the bidder is a corporation:

Subscribed and sworn to before me the 3rd day of October, ~~2019~~ ²⁰²²

Monica L. Miller
Monica L. Miller

My commission expires April 9th, 2024



P. N. 22043.00
C.B.N 2022-035PR

Sloan Landscape Architecture, LLC

09/09/2022

SECTION 00 45 16 – BIDDER’S QUALIFICATIONS

QUALIFICATION FORM

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

LEGAL QUESTIONNAIRE

In the past 5 (five) years has the contractor been sued for damages for breach of contract, defective construction or breach of warranty by a public entity?

YES or NO

In the past 5 (five) years has a claim or lawsuit been filed against the contractor’s performance bonding company arising from a breach of contract or defective construction?

YES or NO

INSURANCE

Does the contractor meet the following minimum insurance requirements?

- Workers Compensation and Employers Liability insurance in the amount of \$1,000,000

YES or NO

- Automobile Coverage for all Owned, Non-Owned and Hired vehicles in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate

YES or NO

- Comprehensive General Liability or Commercial General Liability insurance covering all operations or job specific in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate

YES or NO

- Excess Liability/ Umbrella Insurance in the amount of \$3,000,000

YES or NO

- Errors and Omissions/ Professional Liability insurance in the amount of \$1,000,000 per occurrence, \$1,000,000 aggregate

YES or NO

P. N. 22043.00
C.B.N 2022-035PR

Sloan Landscape Architecture, LLC

09/09/2022

SHOTCRETE NOZZLEMAN

The contractor's shotcrete nozzleman is required to be certified by the American Concrete Institute.

- Name: Kevin A Lane
- Certification ID: 01890770
- Certification Expiration Date: 11/11/2024

PRIOR SPECIALTY SKATEPARK CONSTRUCTION EXPERIENCE

The contractor is required to have constructed 5 (five) concrete skateparks of a minimum of 10,000 square feet for a public entity within the last 5 (five) years. Projects must have been open and continuously in operating condition for at least one year.

1. PROJECT NAME: Torguson Park Skatepark

OWNER: Si View Metro Parks

OWNER CONTACT INFORMATION: Travis Stombaugh - 425.831.1900

SHOTCRETE NOZZLEMAN: Isaac Cole

YEAR CONSTRUCTED: 2021

SQUARE FOOTAGE: 13,000

CONTRACTOR'S SCOPE: Design and Build

2. PROJECT NAME: ROC City Skatepark

OWNER: City of Rochester, NY

OWNER CONTACT INFORMATION: Steve Phillips - 585.889.8800

SHOTCRETE NOZZLEMAN: Kevin Lane

YEAR CONSTRUCTED: 2020

SQUARE FOOTAGE: 12,000

CONTRACTOR'S SCOPE: Skatepark Construction

3. PROJECT NAME: Zelienople Memorial Skate Park

OWNER: Borough of Zelienople, PA

OWNER CONTACT INFORMATION: Linda Gass - 724.368.9859

SHOTCRETE NOZZLEMAN: Andy Kropff

P. N. 22043.00
C.B.N 2022-035PR Sloan Landscape Architecture, LLC 09/09/2022

YEAR CONSTRUCTED: 2020

SQUARE FOOTAGE: 13,000

CONTRACTOR'S SCOPE: Design and Build

4. PROJECT NAME: Riverside Skatepark

OWNER: City of Detroit, MI

OWNER CONTACT INFORMATION: Tim Karl- 313.224.3484

SHOTCRETE NOZZLEMAN: Kevin Lane

YEAR CONSTRUCTED: 2019

SQUARE FOOTAGE: 21,000

CONTRACTOR'S SCOPE: Design and Build

5. PROJECT NAME: McVicker Park Skatepark

OWNER: City of Lake Elsinore, CA

OWNER CONTACT INFORMATION: Johnathan O. Skinner - 951.674.3124

SHOTCRETE NOZZLEMAN: Dave Palmer

YEAR CONSTRUCTED: 2018

SQUARE FOOTAGE: 13,500

CONTRACTOR'S SCOPE: Design and Build

END OF SECTION 004516

P. N. 22043.00
C.B.N 2022-035PR

Sloan Landscape Architecture, LLC

09/09/2022

SECTION 005200 AGREEMENT FORM

1.01 DESCRIPTION

- A. The Owner will use AIA Document A101, 2007 Edition, Standard Form of Agreement Between Owner and Contractor, where basis for Payment is a Stipulated Sum as a part of the Contract Documents.
- B. A copy of this document is on file at the Landscape Architect's office. All Bidders shall read and understand the referenced document.

END OF SECTION 005200

BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, Grindline Skateparks, Inc., as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto City of Tupelo, as Obligee, in the sum of Five Percent of the Total Amount Bid Dollars (5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Hank & Helen Boerner Skate Park Renovations & Improvements Project Number 22043.00 - City of Tupelo Bid Number 2022-035PR ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 3rd day of October, 2022.

Grindline Skateparks, Inc.
(Principal)
By: [Signature]



Travelers Casualty and Surety Company of America
By: [Signature]
Peggy L. Jackson, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **PEGGY L JACKSON** of **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

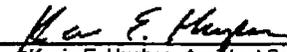
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 3rd day of October, 2022.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

RCW 39.04.380 Preference for resident contractors. (1) The department of enterprise services must conduct a survey and compile the results into a list of which states provide a bidding preference on public works contracts for their resident contractors. The list must include details on the type of preference, the amount of the preference, and how the preference is applied. The list must be updated periodically as needed. The initial survey must be completed by November 1, 2011, and by December 1, 2011, the department must submit a report to the appropriate committees of the legislature on the results of the survey. The report must include the list and recommendations necessary to implement the intent of this section and section 2, chapter 345, Laws of 2011.

(2) The department of enterprise services must distribute the report, along with the requirements of this section and section 2, chapter 345, Laws of 2011, to all state and local agencies with the authority to procure public works. The department may adopt rules and procedures to implement the reciprocity requirements in subsection (3) of this section. However, subsection (3) of this section does not take effect until the department of enterprise services has adopted the rules and procedures for reciprocity under this subsection or announced that it will not be issuing rules or procedures pursuant to this section.

(3) In any bidding process for public works in which a bid is received from a nonresident contractor from a state that provides a percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. This subsection does not apply until the department of enterprise services has adopted the rules and procedures for reciprocity under subsection (2) of this section, or has determined and announced that rules are not necessary for implementation.

(4) A nonresident contractor from a state that provides a percentage bid preference means a contractor that:

(a) Is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and

(b) At the time of bidding on a public works project, does not have a physical office located in Washington.

(5) The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed.

(6) This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding. [2015 c 225 § 39; 2011 c 345 § 1.]

Conflict with federal requirements—2011 c 345: "If any part of this act is found to be in conflict with federal requirements that are a prescribed condition to the allocation of federal funds to the state or local authority, the conflicting part of this act is inoperative solely to the extent of the conflict and with respect to the agencies directly affected, and this finding does not affect the operation of the remainder of this act in its application to the agencies concerned. Rules adopted under this act must meet federal requirements that are a necessary condition to the receipt of federal funds by the state or local authority." [2011 c 345 § 2.]

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

GRINDLINE SKATEPARKS, INC.

4619 14TH AVE SW

SEATTLE, WA 98106

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION
- 2) CONCRETE



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 31 day of May, 2022.

CERTIFICATE OF RESPONSIBILITY

No. 19476-MC

Expires May. 31, 2023

Joel A. Cavell

CHAIRMAN OF THE BOARD

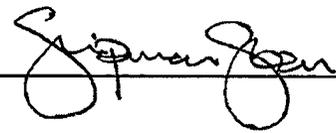
PN: 22043.00
CBN: 2022-035PR

City of Tupelo, MS- Department of Parks and Recreation
Hank Helen Boerner Skate Park Renovations Improvements

Item # 19.

Opening Date: 10/10/2022
Opening Time: 2:00 p.m.

Contractor:	Grindline Skateparks, Inc	Philips Contracting Co., Inc	Spohn Ranch Skateparks	Stewart Environmental Construction, Inc.	
Certificate of Responsibility	19476-MC	00229-MC		12080-SC	
Surety Company	Travelers Casualty and Surety Company of America	Fidelity and Deposit Company of Maryland		The Ohio Casualty Insurance Company	
Base Bid:	\$572,000.00	\$691,376.00		\$619,496.00	

Certified Correct By: 



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE October 13, 2022
SUBJECT: IN THE MATTER OF REQUEST FOR APPROVAL OF SURPLUS ITEM **JT**

Request:

I respectfully request your approval to surplus the following item:

Description

- 2013 Skid Steer Loader (S/N 230801514)

After declaration as surplus, this item will be sold by sealed bid.

Thank you for your cooperation.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE: October 13, 2022

SUBJECT: IN THE MATTER OF FINAL RESOLUTION OF ADVALOREM TAX EXEMPTION FOR HAWKEYE INDUSTRIES, INC. **BL**

Request:

Final resolution to grant tax exemption from ad valorem taxes to Hawkeye Industries, Inc.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Director

DATE October 13, 2022

SUBJECT: IN THE MATTER OF SURPLUS OF LAND FOR SALE, October 13, 2022 NM

Request:

Approve Surplus of Land for Sale



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE October 13, 2022

SUBJECT: IN THE MATTER OF AN ORDER TO SURPLUS .107 ACRES OF REAL PROPERTY LOCATED ON LEE COUNTY TAX PARCEL NO. 089K-31-297-00, NEAR THE INTERSECTION OF MAIN STREET AND GREEN STREET, AND TO AUTHORIZE THE SALE OF SAID PROPERTY TO BOSTICK NORTH MISSISSIPPI RENTALS, LLC IN ACCORDANCE WITH MISSISSIPPI LAW

Request:

Please move to accept an Order to authorize the surplus and sale of .107 acres of real property located on Lee County tax parcel No. 089K-31-297-00, near the intersection of Green Street and Main Street, and to authorize the sale of the real property to Bostick North Mississippi Rentals, LLC, for the average of two fair market appraisals.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Don Lewis, COO

DATE: October 14, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC. **DL**

Request:

Please review the MOU with NE MS Community Services, Inc. for a 12 month contract for the transportation program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TUPELO AND GOVERNING BOARD AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.**

WHEREAS, Northeast Mississippi Community Services, Inc. Transportation Program is a federally funded 5311 Rural General Public Transportation Program through Mississippi Department of Transportation.

WHEREAS, Northeast Mississippi Community Services, Inc.'s administrative location is in Prentiss County, Mississippi. NEMCS, Inc. is located at 801 Hatchie Street Booneville, Mississippi. NEMCS, Inc. operates public transportation in the areas of Prentiss, Alcorn, Tishomingo, Marshall, Itawamba, and Desoto counties.

WHEREAS, There exists an independent relationship between Northeast Mississippi Community Services, Inc. and the government of the City of Tupelo and Governing Board; and

WHEREAS, the executive branches of the City of Tupelo and Governing Board ("City of Tupelo") and Northeast Mississippi Community Services, Inc., have issued executive orders to begin contractual services for transportation within the City of Tupelo. These services shall be implemented and begin on October 1, 2022, and will follow a twelve-month contract.

WHEREAS, the City of Tupelo and Governing Board, and Northeast Mississippi Community Services, desire to work together in coordination and cooperation with each other in government-to-government relationship for the benefit of both parties;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this memorandum of Understanding is to formalize the terms and conditions Northeast Mississippi Community Services, Inc. and the City of Tupelo will employ to effectively provide transportation services to the citizens of Tupelo, Mississippi.

II. CONTACT PERSONS

Unless otherwise stated, the appropriate contact person for the City of Tupelo and Governing Board for matters pertaining to this Memorandum of Understanding shall be:

Don Lewis
COO, City of Tupelo
City of Tupelo
71 E Troy St,
Tupelo, MS 38804
(662) 840-2059
Don.Lewis@tupeloms.gov

The appropriate contact person(s) for the Northeast Mississippi Community Services, Inc. shall be:

Steve Gaines
 Director, Northeast Mississippi Community Services, Inc.
 NEMCS, Inc.
 P. O. Box 930, 801 Hatchie Street
 Booneville, MS 38829
 (662) 728-2118; Fax (662) 728-8720
sgaines@maxxsouth.net

The City of Tupelo shall contact the above-designated individual(s), or successor(s), for NEMCS, Inc., and NEMCS, Inc. shall contact the above-designated individual, or successor, for the City of Tupelo when either party has any questions related to this Memorandum of Understanding.

III. IMPLEMENTATION, OBJECTIVES AND RESPONSIBILITIES

A. IMPLEMENTATION

This Memorandum of Understanding shall be immediately effective upon the signature of the parties hereto.

B. OBJECTIVES

The parties hereto agree to providing residents of the city of Tupelo daily access to transportation to and from community Medical Facilities, Educational Institutions, social activity sites, and other destinations determined by the city, which they currently are not able to travel to. Northeast Mississippi Community Services, Inc. has the ability and the means to enhance and improve the quality of life to the citizens of Tupelo by providing mobility through coordinated, safe and affordable transportation.

C. RESPONSIBILITIES

1. NEMCS, Inc. and the City of Tupelo agree as follows:

- a. That NEMCS, Inc. shall provide General Public Demand Response transportation services to the residents of Tupelo for a maximum of 13 hours per day, five (5) days per week. The parties further agree that trips will be provided within the limits of the City of Tupelo.
- b. That NEMCS, Inc. shall provide these services for a twelve (12) month program period beginning on or about **October 1, 2022** and ending on or about **September 30, 2023**.
- c. That the City of Tupelo shall pay the sum of \$144,900.00 to be billed by NEMCS, Inc. and paid on a monthly basis for said twelve (12) month period.

- d. That the parties agree that, upon written agreement, the period for providing transportation services can be renewed as well as expanded on an annual basis for a sum to be negotiated for said services.
- e. NEMCS, Inc will provide 1 bus and five vans actively running and 2 backup vehicles if needed to be run during daytime hours of 6:00 a.m. until 7:00 p.m. on 5 days of the week Monday through Friday, or as otherwise adjusted as agreed by the parties. All trips need to be scheduled if possible, with a forty-eight-hour notice. For emergency or last-minute scheduling, NEMCS will provide transportation according to availability up to six hours prior to schedules pick up.
- f. NEMCS, Inc. will provide maintenance on these vehicles by outsourcing through local vendors.
- g. The City of Tupelo will notify Law Enforcement of general public transportation service so that protection will always be available for the daily trips.
- h. The City of Tupelo has adopted the name of the transit service to be called "Tupelo Transit".
- i. The City of Tupelo has expressed that NEMCS, Inc. will be the primary and sole agency in charge of this venture.
- j. The City of Tupelo has agreed to wrap any necessary additional vehicles needed in future with its own designs and will work with Toyota to open a venue for advertising and marketing by local businesses to be used to gain revenue for NEMCS, Inc.
- k. Northeast Mississippi Community Services, Inc. will charge a fare to ride the Demand Response General Public transit service of \$2.00 per one-way trip and \$4.00 round trip.

V. SOVEREIGNTY

The parties hereto have entered into this Memorandum of Understanding for the sole purpose of enhancing government-to-government cooperation between the City of Tupelo and the Northeast Mississippi Community Services, Inc. The Memorandum of Understanding does not, and shall not be construed to change, enlarge, diminish, or waive the sovereignty or jurisdiction of either party or the rights, privileges or immunities of either party or any person. In addition, this Memorandum of Understanding does not, and shall not be construed to create any right to administrative or judicial review, or any other right, benefit or responsibility, substantive or procedural, enforceable by any person against Northeast Mississippi Community Services, Inc., the City of Tupelo, their officers or employees, or any other person, except as expressly agreed to herein.

VI. INSURANCE

Northeast Mississippi Community Services, Inc. agrees to provide the following insurance coverage and limits.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Employer's Liability	\$1,000,000
Bodily, Injury Liability	\$1,000,000 per occurrence (\$3,000,000 aggregate)
Property Damage Liability	\$500,000 per occurrence (\$500,000 aggregate)
Automobile Bodily Injury Liability	\$1,000,000 per occurrence (\$3,000,000 aggregate)
Excess Umbrella Liability	\$4,000,000 per occurrence
Worker's Compensation Insurance as required by the state.	

Northeast Mississippi Community Services, Inc. agree to indemnify the City against any and all damages, losses, liabilities, fees, fines and penalties and other losses and expenses arising out of or related to the conduct of the Service Provider at no cost to the City of Tupelo. Northeast Mississippi Community Services, Inc. will list the City of Tupelo as a named insured on its Commercial General Liability (CBL) coverages.

VII. REPORTING

A. Northeast Mississippi Community Services, Inc. shall provide on not less than a quarterly basis the following data as either part of its invoicing to the City or as a periodic report attached to its invoice:

- Vehicle hours
- Vehicle miles
- Number of rides (Ridership)
- Operating cost/hour/mile/ride
- Passenger per hour/mile
- Number of requested trips
- Number of trip denials
- Copy of MDOT reports

B. Northeast Mississippi Community Services, Inc. shall provide a monthly report of any clientele complaints made and the response provided by the Service Provider.

C. Northeast Mississippi Community Services, Inc. shall provide a quarterly report of any vehicle accidents or incidents involving riders. Northeast Mississippi Community Services, Inc. shall also provide an immediate incident report within twenty-four (24) hours to the City of Tupelo of any injuries to clientele during the provision of service.

VIII. ADDITIONAL REQUIREMENTS

Northeast Mississippi Community Services, Inc. will demonstrate the capability to fulfill the following professional and administrative requirements.

- Remain abreast of and abide by current, local, state and federal laws, regulations and policies affecting the provision of services. Northeast Mississippi Community Services, Inc. will propose services in accordance with Federal Transportation Administration (FT A) guidelines for drug testing of employees, safety/security, reporting, DBE program, certification and assurances, and vehicle maintenance.
- Northeast Mississippi Community Services, Inc. will provide records access upon City request.
- Northeast Mississippi Community Services, Inc. will provide a system of handling and resolving customer complaints as expeditiously as possible, including responding to all complaints within twenty-four (24) hours and maintaining a log of all complaints.
- Northeast Mississippi Community Services, Inc. is a private non-profit community action agency that offers several programs for the elderly, disabled, low income, and general public including transportation. Our agency began transportation services in 1978 in the counties of Alcorn, Prentiss, Tishomingo and Marshall. We operate a 5310 and 5311 transportation contract program with Mississippi Department of Transportation. We offer general public

transportation in the counties of Alcorn, Prentiss, Tishomingo, Itawamba and Marshall. We offer a fixed and flex route system as part of contract services for Region IV Mental Health in the counties of Alcorn, Prentiss, Tishomingo and Desoto. With the support of MDOT, our contract partners, and our local elected officials, we have successfully provided transportation services within our service area.

- As part of the 5311 General Public Transportation program offered by NEMCS Inc., we provide curb to curb transit service to individuals within Alcorn, Prentiss, Tishomingo, Itawamba and Marshall Counties. This service requires the coordinated efforts of our staff in the functions of receiving, scheduling, and dispatching, of transportation personnel in order to provide not only adequate, but exceptional, transportation service. During the program year 2017 our agency provided 92,446 passenger trips. We are currently on track to provide 100,000 passenger trips for the 2018 program year.

IX. AMENDMENTS

This Memorandum of Understanding may be amended in writing as mutually agreed upon by the parties.

X. TERMINATION

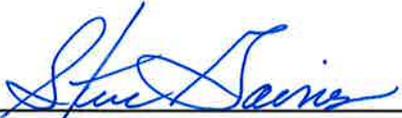
This Memorandum of Understanding may be terminated by either party at the end of the agreed upon ending date of September 30, 2023.

XI. EXECUTION

The parties agree that this Memorandum of Understanding shall be submitted to both the executive branches of the City of Tupelo and Northeast Mississippi Community Services, Inc., and that nothing contained in this Memorandum of Understanding or any amendments thereto shall become effective until executed both by Northeast Mississippi Community Services, Inc. and the City of Tupelo.

WE, THE UNDERSIGNED, HEREBY AGREE TO THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TUPELO AND ITS GOVERNING BOARD AND NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.

NORTHEAST MISSISSIPPI COMMUNITY SERVICES, INC.



STEVE GAINES, EXECUTIVE DIRECTOR
NEMCS, INC.



DATE

CITY OF TUPELO, MISSISSIPPI

TODD JORDAN, MAYOR
CITY OF TUPELO

DATE