



TUPELO REGULAR CITY COUNCIL MEETING

JUNE 06, 2023 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER ROSIE JONES

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CHAD MIMS

CALL TO ORDER: COUNCIL PRESIDENT LYNN BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

- 1.** IN THE MATTER OF PROCLAMATION FOR NATIONAL GARDEN WEEK TJ

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

- 2.** CITY OF TUPELO ACHIEVES IN ENERGY SAVINGS THROUGH PROJECT WITH SCHNEIDER ELECTRIC
- 3.** RECOGNITION OF COUNCIL MEMBERS

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

- 4.** IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING DRB

5. IN THE MATTER OF PUBLIC HEARING FOR 735 EASON BOULEVARD **DRB**
6. IN THE MATTER OF PUBLIC HEARING FOR REZONING OF PARCEL 088N-33-029-03 **DRB**

APPEALS

CITIZEN HEARING

7. PATRICE MAXWELL

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

8. IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE (TABLED AT MAY 2, 2023 MEETING) **SR**

ROUTINE AGENDA

9. IN THE MATTER OF MINUTES OF MAY 16, 2023 REGULAR COUNCIL MEETING AND THE JUNE 1, 2023 SPECIAL CALLED MEETING
10. IN THE MATTER OF BILL PAY **KH**
11. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
12. IN THE MATTER OF RESOLUTION APPOINTING MML 2023 VOTING DELEGATES **MS**
13. IN THE MATTER OF APPROVAL OF COLLECTIONS CONTRACT WITH AMERICAN MUNICIPAL SERVICES AS ACCOUNT RESOLUTION FOR DELINQUENT FEES AND FINES OWED TO THE MUNICIPAL COURT **SR**
14. IN THE MATTER OF REVIEW/APPROVE LIENS FOR LOT MOWING **DRB**
15. IN THE MATTER OF REVIEW/APPROVE DEMOLITION/CLEANUP ON PROPERTY AT 735 EASON BOULEVARD **DRB**
16. IN THE MATTER OF SURPLUS OF STRUCTURE AT 502 AUGUSTA AND AUTHORIZE FOR DEMOLITION **DRB**
17. IN THE MATTER OF REVIEW/APPROVE REZONING OF PARCEL 088N-33-029-03 **DRB**
18. IN THE MATTER OF APPROVAL OF CHANGE ORDER NO. 1 FOR NORTH VETERANS BLVD IMPROVEMENTS **DRB**

19. IN THE MATTER OF APPROVAL OF CHANGE ORDER #2 FOR GUN CLUB ROAD IMPROVEMENTS **DRB**
20. IN THE MATTER OF APPROVAL OF CHANGE ORDER NO. 1 FOR BID # 2022-015MT EASON BLVD IMPROVEMENTS (VETERANS TO BRIAR RIDGE) **DRB**
21. IN THE MATTER OF REVIEW, APPROVE, REJECT, AWARD RFP 2023-021PD TO FUSUS **JQ**
22. IN THE MATTER OF AGREEMENT WITH FUSUS **JQ**
23. IN THE MATTER OF SURPLUSING 3 VEHICLES TO AIRPORT **JQ**
24. IN THE MATTER OF AMENDMENT OF OFFICER LISTS FOR SPECIAL POLICE DETAILS FOR AMERICAN FAMILY ASSOCIATION (AFA), BARNES CROSSING MALL AND CADENCE BANK ARENA. **JQ**
25. IN THE MATTER OF SURPLUSING K9 PACO **JQ**
26. IN THE MATTER OF REVIEW, APPROVE, REJECT, AWARD RFP 2023-020PD TO AXON **JQ**
27. IN THE MATTER OF AGREEMENT WITH AXON AND TUPELO POLICE DEPARTMENT **JQ**
28. IN THE MATTER OF LEAVE DONATION REQUEST - BLANKENSHIP **KE**
29. IN THE MATTER OF BID APPROVAL FOR CONCRETE CURB AND GUTTER / FLAT WORK 12 MOS SUPPLY 2023-024PW **CW**
30. IN THE MATTER OF APPROVAL OF TUPELO PARK & RECREATION ADVISORY MINUTES OF FEBRUARY 28, 2023 **AF**
31. IN THE MATTER OF CVB BOARD MINUTES FOR MAY 2, 2023 **NM**
32. IN THE MATTER OF CVB INT'L TRAVEL SEPTEMBER & OCTOBER, 2023 **NM**
33. IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF APRIL 17, 2023 **KK**
34. IN THE MATTER OF APPROVAL OF CONTRACT WITH ENSCOR, LLC FOR BID # 2023-019WL **JT**
35. IN THE MATTER OF APPROVAL OF A CONTRACT WITH INNOVATIVE CONSTRUCTION MANAGEMENT, LLC FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE CITY'S EXPENDITURE OF APRA FUNDS **SR**

36. IN THE MATTER OF ADOPTION OF EMPLOYEE HANDBOOK POLICY 317
TRAINING OPPORTUNITIES **SR**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Todd Jordan, Mayor
DATE June 6, 2023
SUBJECT: IN THE MATTER OF PROCLAMATION FOR NATIONAL GARDEN WEEK
TJ

Request:

Proclamation attached.



OFFICE OF THE MAYOR

NATIONAL GARDEN WEEK PROCLAMATION

WHEREAS, gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

WHEREAS, gardeners seek to add beauty, splendor, fragrance and nutrition to our lives through the growing of herbs, vegetables, foliage and flowers; and

WHEREAS, gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

WHEREAS, gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

WHEREAS, gardening furnishes a challenging and productive activity for our citizens, for those just learning as well as those having years of experience; and

WHEREAS, gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

WHEREAS, gardening enables members of garden clubs across the nation and the world to make a world of difference in the communities where they reside and work;

NOW, THEREFORE, I, Todd Jordan, Mayor of the City of Tupelo, do hereby proclaim the week of June 4-10, 2023, as

NATIONAL GARDEN WEEK

in the city of Tupelo and encourage our citizens to observe the week with educational activities and projects that emphasize the benefits of gardening.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Tupelo, Mississippi, to be affixed this the 6th day of June, 2023.

Todd Jordan, Mayor

ATTEST:

Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE: June 1, 2023

SUBJECT: IN THE MATTER OF CITY OF TUPELO ACHIEVES IN ENERGY SAVINGS THROUGH PROJECT WITH SCHNEIDER ELECTRIC

Request:

City of Tupelo Achieves Over One Million in Energy Savings through Project with Schneider Electric



AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, Interim Director of Development Services
DATE June 1, 2023
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **DRB**

Request: DRB

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 06/06/23

Item # 4.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44081	089J3120100	1006 BLAIR ST	PREMIER REALTY LLC	P O BOX 7333	TUPELO, MS 38802	DS
2.	44082	077F2615000	705 VASSAR DR	SINGH NIRBHAI	122 LONGHORN DR	TUPELO, MS 38801	DS
3.	44083	101H0121300	1802 FILLMORE DR	CAGLE M SCOTT & CATHERINE	1802 FILMORE	TUPELO, MS 38801	SB
4.	44084	077M3612501	RANKIN BLVD	WADDELL AUSTIN	P O BOX 423	BELDEN, MS 38826	DS
5.	44085	089P3114300	623 S CHURCH ST	NAVA JUAN C & LESSA A	623 SOUTH CHURCH STREET	TUPELO, MS 38804	SB
6.	44086	089P3112100	602 S CHURCH ST	DUNCAN NATHAN C	PO BOX 1564	TUPELO, MS 38802-1564	SB
7.	44093	089K3102400	413 E JACKSON ST	CONNOR PROPERTIES LLC	PO BOX 417	BELDEN, MS 38826	SB
8.	44102	077B2601600	1412 SUNSET DR	COKER CAROL ANN Y	1412 SUNSET DR	TUPELO, MS 38801	DS
9.	44104	077L3604800	507 EXCHANGE ST	VANLANDINGHAM JOSEPH D	507 EXCHANGE ST	TUPELO, MS 38801	DS
10	44109	113T0503000	1193 S VETERANS MEMORIAL BLVD	TIGRETT HUGH D JR	707 CLIFT ROAD	TUPELO, MS 38804	RS
11	44113	101B0218300	2301 BRYAN ST	SHELTON JIMMY D ESTATE	P O BOX 1310	TUPELO, MS 38802	RS
12	44115	101B0222700	2303 ENGLEWOOD DR	LACKS STEPHEN R & BRECA M	2303 ENGLEWOOD	TUPELO, MS 38801	RS

Preliminary Lot Mowing Report for

Item # 4.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	44117	075S1600101	4945 ENDVILLE RD	ALVARADO JUAN & REFUGIO	4945 ENDVILLE RD	BELDEN, MS 38826	DS
14	44120	077G2520001	701 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	DS
15	44123	088B2800100	1521 ELVIS PRESLEY DR	KUYKENDALL WESLEY G	1521 ELVIS PRESLEY	TUPELO, MS 38804	RS
16	44124	077G2520002	703 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	DS
17	44127	077G2520003	705 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	DS
18	44130	077P3506700	107 LAKEVIEW DR	GDA INVESTMENTS LLC	P O BOX 87	RED BANKS, MS 38661	DS
19	44131	077G2520004	707 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	DS
20	44132	077G2520005	709 GEORGE AVE	SIMPLE REALTY LLC	2005 W MAIN ST	TUPELO, MS 38801	DS
21	44134	101F0200103	996 S THOMAS ST	PERRY RONALD L & SAVINA YORDANOVA	996 S THOMAS STREET	TUPELO, MS 38801	RS
22	44136	077F2613400	1830 W JACKSON ST	CLAYTON PATRICK M	115 PATTERSON CIR	SALTILLO, MS 38866	DS
23	44137	077C2501600	1507 TRACE AVE	BENNETT HILLS INC	P O BOX 3786	MERIDIAN, MS 39303-3786	DS
24	44138	078H2709300	2313 REDBUD LN	THOMPSON CARRIE S	2313 REDBUD LANE	TUPELO, MS 38801	DS

Preliminary Lot Mowing Report for

Item # 4.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	44143	088N3310500	324 LAKE ST	SCALES MARK	1103 HILDA	TUPELO, MS 38804	RS
26	44145	101M1217400	1195 S GLOSTER ST	RAC LAND LLC	6775 LENOX CENTER COURT #100	MEMPHIS, TN 38115	RS
27	44147	077Q3612400	1502 REED ST	SWINEA JAMES (LUCILLE)	421 RD 830	PLANTERSVILLE, MS 38862	SB
28	44149	077Q3625400	116 HANCOCK ST A & B	SGP REAL ESTATE LLC	P. O. BOX 2066	TUPELO, MS 38803	SB
29	44150	077Q3625500	114 HANCOCK ST	DRIVER GLORIA	404 CR 484	SHANNON, MS 38868	SB
30	44151	077Q3621900	202 ENOCH AVE	HILARIO OSCAR	168 MOUNTAIN LEADER TRAIL	SALTILLO, MS 38866	SB
31							
32							
33							
34							
35							
36							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE June 1, 2023

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR 735 EASON BOULEVARD **DRB**

Request: DRB

Public Hearing for property located at 735 Eason Boulevard Tupelo, MS 38801.



HEARING NOTICE

May 22, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43963

Vs.

TRL LOGISTICS SERVICES, LLC
1 POND DRIVE
HUNTINGTON, NY 11743

TRL LOGISTIC SERVICES, LLC
735 SOUTH EASON BLVD.
TUPELO, MS 38801

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

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

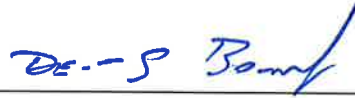
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

- Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **735 S. EASON BLVD #112C-03-052-01, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **06/06/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner to remove junk vehicle that you parked on this property to a location outside of city limits, undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

WITNESS MY SIGNATURE, THIS **THE 22nd day of May, 2023.**



**Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi**

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 5.

735 SOUTH EASON BOULEVARD

BASIC INFORMATION

- ▶ PARCEL: 112C-03-052-01
- ▶ CASE: 43963
- ▶ WARD: 5
- ▶ TAX VALUE: \$10,000
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$17,600
Left side \$0
Rear \$0
Across street \$16,940

TAXES/LIENS

Taxes – Arrears
City liens - None

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS None
- ▶ CURRENT STATUS – Out of town owners
- ▶ This property was purchased by a company in New York that plans to build. They are aware that the property needs to be cleaned and all buildings demolished.

04/11/2023

TRL LOGISTICS SERVICES LLC
1 POND DRIVE
HUNTINGTON, NY 11743

Re: CASE # 43963
735 S EASON BLVD,
PARCEL NUMBER: 112C0305201



Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
JUNK AND ABANDONED VEHICLES	HAVE REMOVED BY COMPLIANCE DATE
JUNK AND LITTER	HAVE REMOVED BY COMPLIANCE DATE
DILAPIDATED BUILDINGS	DEMOLISH AND HAUL OFF BY COMPLIANCE DATE

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 5/11/2023	REINSPECTION DATE: 5/10/2023
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Thank you in advance for your compliance. If you have questions, please call 662.587-7236.

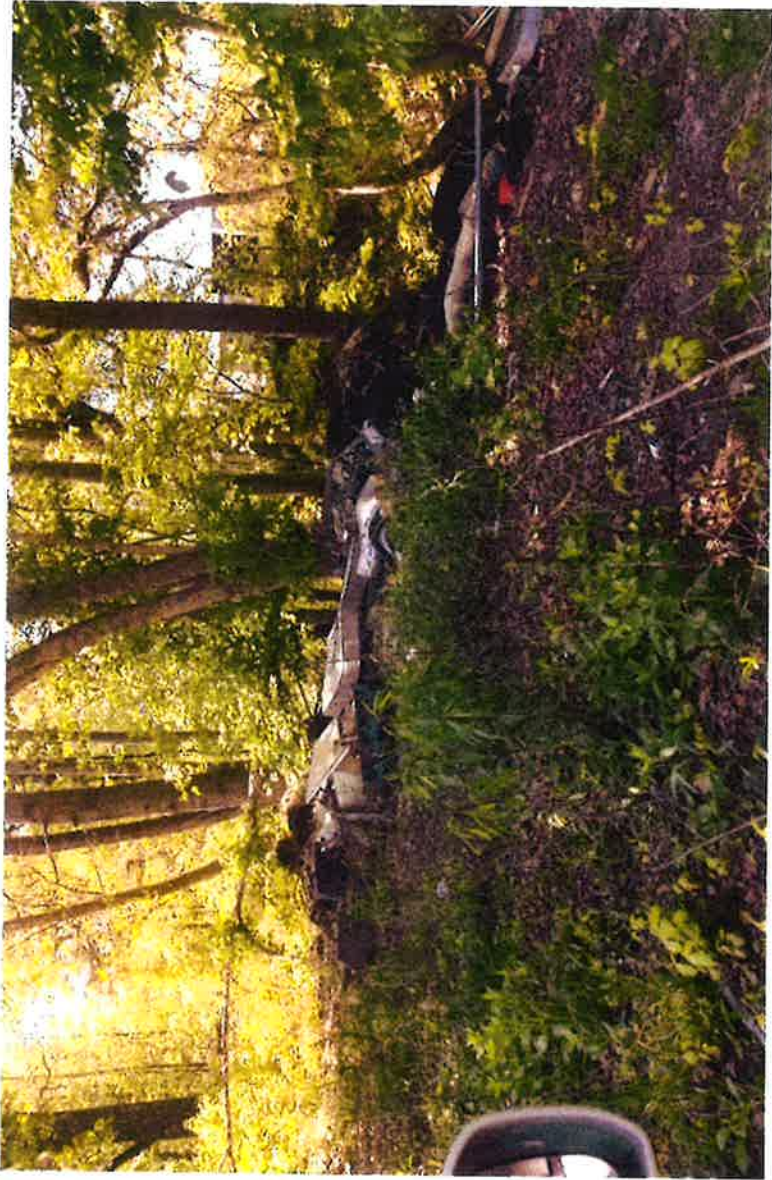
Sincerely,

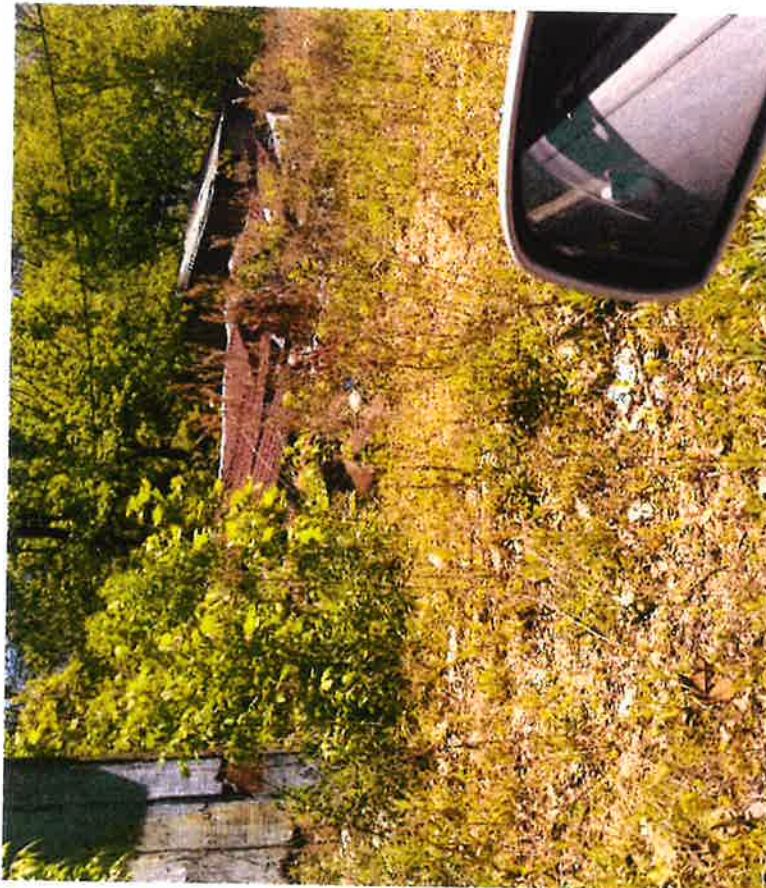

 LYNDA FORD
 Code Enforcement

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

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







EXHIBIT



A



B

V



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE: June 1, 2023

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR REZONING OF PARCEL 088N-33-029-03 **DRB**

Request: DRB

Public Hearing for rezoning of Parcel 088N-33-029-03 from split zoning to MUCC in its entirety.

Account: 3486	Ad ID: 1632416
Name: TIFFANY MAY	Description: #1632416 LEGAL NOTICE NOTICE OF PUBL
Company: CITY OF TUPELO	Run Dates: 05/20/23 to 05/20/23
Address: P.O BOX 1485	Class: 1401
TUPELO, MS 38802	Orig User: JSH
Telephone: (662) 841-6487	Words: 180
	Lines: 37
	Agate Lines: 35

Other Charges:	\$10.00	Net Cost:	\$31.60	Notes:
Discount:	\$0.00			
Surcharge:	\$0.00	Paid Amount:	- \$0.00	
Credits:	\$0.00			
Bill Depth:	3.5	Amount Due:	\$31.60	

#1632416
LEGAL NOTICE
NOTICE OF PUBLIC HEARING

CITY OF TUPELO, MISSISSIPPI

A Public Hearing will be held by the Tupelo City Council to consider a request by the Department of Development Services to rezone by corrective action the split zoned Parcel number 088N-33-029-03, and containing 2.2 acres on the east side of South Veterans south of Duncan Street to the Mixed Use Commercial Corridor (MUCC) zoning district in its entirety. The parcel is currently MUCC on the western side and Mixed Density Residential (MDR) on the eastern portion.

A Public Hearing has been scheduled to consider this application on Tuesday, June 6, 2023 at 6:00 P.M. This Public Hearing will be held in the Council Chambers on the second floor of City Hall, located at 71 East Troy Street.

Copies of the rezoning applicant and supporting information are available for inspection during regular business hours at the Department of Development Services on the third floor of City Hall, 71 East Troy Street, Tupelo, Mississippi.

WITNESS MY SIGNATURE, THIS THE 22nd DAY OF MAY, 2023.
/s/Todd Jordan, MAYOR
May 20, 2023.

City of Tupelo
 Planning Committee Meeting
 May 1, 2023

Project: Rezoning Split Zone Parcel – Map Correction

Project Proposal Summary: City of Tupelo Department of Development Services proposes the rezoning of parcel 088N-33-029-03, currently Mixed Use Commercial Corridor (MUCC) and Medium Density Residential (MDR), to Mixed Use Commercial Corridor. The parcel's frontage is along South Veterans Street south of the intersection of Wilson Street in an existing commercial corridor developed area.

Planning Committee Action Required: Public Hearing to consider adoption or rejection of rezoning requested MUCC on Parcel 088N-33-029-03 City of Tupelo, MS. Approval requires decision to recommend rezoning approval, approval with contingencies, denial, or tabling.

Staff Recommendation: Staff recommends approval

Application Number:	RZ23-01	Application Type: Rezoning	
Parcel Numbers:	088N-33-029-03	Meeting Date: May 1, 2023	
Applicant:	Department of Development Services	City of Tupelo	
Location:	Unaddressed		
Purpose:	Correction of zoning map to split zoned parcel		
Present Zoning:	MUCC/MDR		
Existing Land Use:	Vacant		
Size of Property:	2.2 Acres		
Surrounding Land Use and Zoning:	East – residential fronting Canal, North – vacant, South – vacant and commercial, West – vacant A/O		
Future Land Use:	MUD		
Applicable Regulations:	Section 12.8, Zoning map changes		

Driving Directions

From the intersection of Main and I-45, continue East on Main Street. Turn south on South Veterans Blvd. At the intersection of Wilson St and S Veterans, continue south. Location is on the east side of Veterans before the Tupelo Veterinary Hospital.

Special Circumstances:

A preliminary development plan has been provided by the owner toward possible use of the parcel for Congregate Living 2. Licensing for the facility is required prior to submission of application for compatible use for Congregate Living 2. State licensing requirements of such a facility require Zoning Verification from the municipality. To correctly provide this verification, the City must correct the split zoning of the parcel to appropriate consider allowed commercial uses.

Development Code Section 12.8 Zoning Map Change Requirements: The proposal to rezone has been set forth by the Department of Development Services with a preliminary development plan presented by the owner. Development and/or site plans are not required for developments less than 5 acres.

All parcels proposed for rezoning must be approved first by the Planning Committee by a 2/3rd majority, followed by approval of the City Council.

A notice of this public hearing was published in the Daily Journal, April 15, 2023.

12.8.14. Written Recommendation and Review Criteria.

The Planning Committee shall provide a written recommendation regarding whether each proposed map change is consistent with the comprehensive plan and other applicable adopted plans. The recommendation shall be based on the reasons articulated by Committee members voting in the majority, and the recommendation shall be developed as determined in the Committee's Rules of Procedure. In addition to plan consistency, Committee members may also consider other matters deemed appropriate by the Committee, which may include but are not limited to:

- (1) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
- (2) Suitability of the subject property for uses permitted by the current versus the proposed district;
- (3) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City; and
- (4) The availability of adequate school, road, parks, wastewater treatment, water supply and stormwater drainage facilities for the proposed use.

12.8.15. Action by the Governing Body.

Before taking action on a zoning map change request, the governing body shall consider any recommendations of the Planning Committee, Director of Development Services or designee, and of staff agencies, and shall conduct a public hearing where interested parties may be heard.

- (1) Notice and public hearing requirements shall be in accordance with Section 12.3, Notice and Public Hearings.
- (2) Continuances may be granted before action on the request.
- (3) Following the public hearing, the governing body may approve the request, deny the request, or send the request back to the Planning Committee for additional consideration.
- (4) In adopting or rejecting a zoning map change, the governing body shall adopt a statement describing whether its action is consistent with the Comprehensive Plan and why the action is reasonable and in the public interest. The governing body may adopt the statement furnished by staff or agencies, including but not limited to the Director of Development Services or the Planning Committee, or it may formulate its own statement.
- (5) The map change request approved by the governing body may include changes from the request presented. Changes to a development plan may be made upon the proffer by the applicant of such changes.
- (6) Approval of a petition gives the applicant the ability to proceed with any additional required approvals.

Comprehensive Development Plan Compliance (per Section 12.8.14):

- 1) Compatibility and conforming uses: Existing land uses in the immediate vicinity and future land use plans for South Veterans call for Mixed Use Commercial development

- 2) Suitability of proposal: South Veterans is able to support expansion of commercial development on the South with hopes to connect existing commercial development and the Itawamba Community College campus at the intersection of Eason and Veterans.
- 3) Balance of use and City demand: Split parcels considered for rezoning post 2008 are generally considered a mapping error from the Comprehensive Rezoning of 2008 which did not always follow parcel lines. Split parcel development complicates use approvals and may permit unwanted development that is not compatible on the same parcel or within the surrounding vicinity.
- 4) Availability of schools, roads, parks, wastewater treatment, water supply, and storm water drainage: City infrastructure and school district have sufficient capacity to support commercial development.

Proposed zoning changes are compatible with present zoning and conforming uses of nearby property and the character of surrounding neighborhoods. There is no direct conflict or violation of the comprehensive development plan.

Allowable Variances and Administrative Adjustments: None required

Final Recommendation: Staff recommends approval

CASE No: RZ23-01

Hearing: Mon 6pm 5/1/2023

Parcel: 088N-33-029-03

Location: South Veterans Drive

Applicant: City of Tupelo

**Zoning: Mixed Zone Parcel MUCC
and MDR**

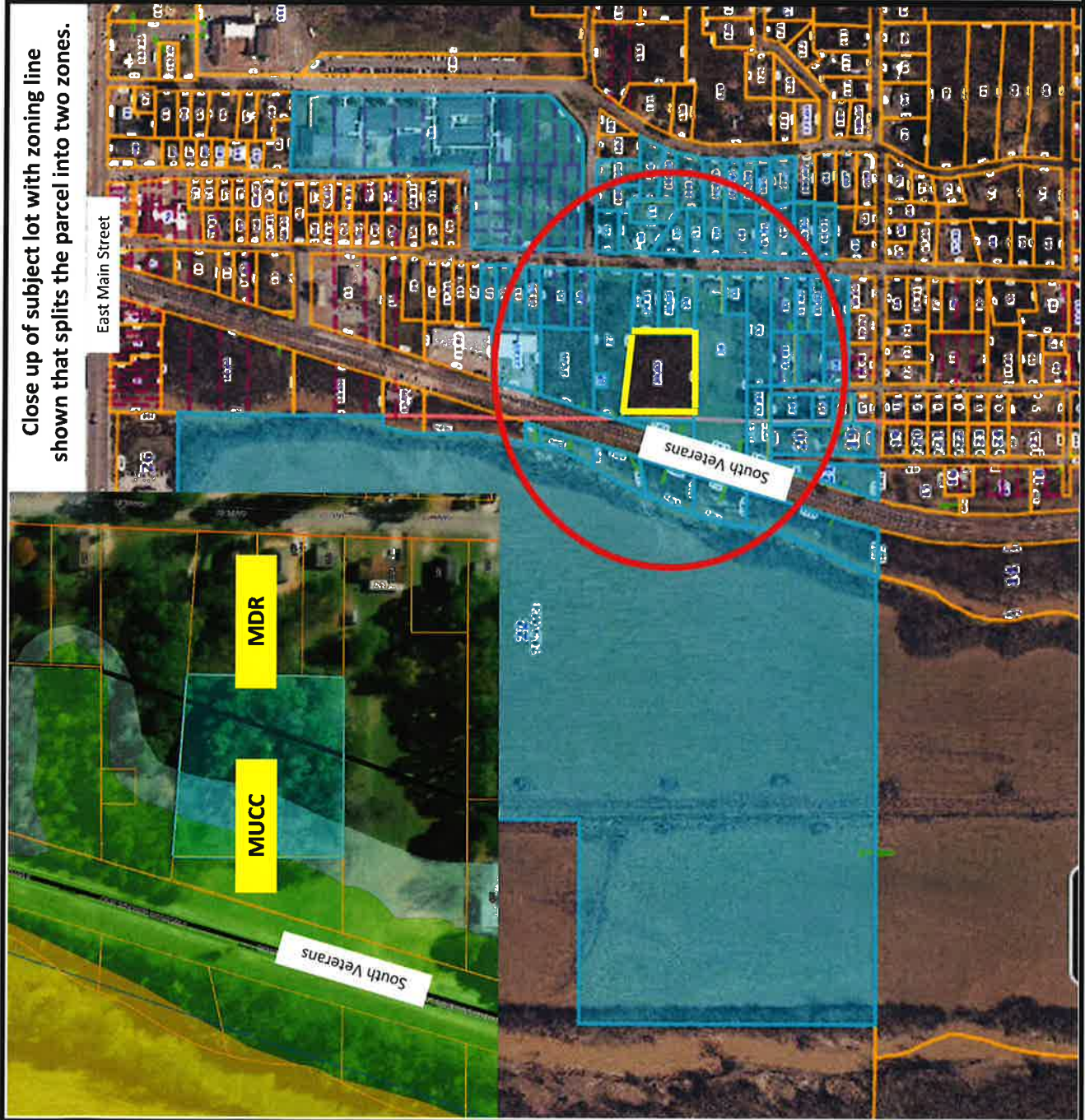
Ward : 5

Explanation:

Request to do a corrective rezoning for a parcel which has split zoning to MUCC on both the west and east portions of the parcel. When the comprehensive rezoning took place in 2013, an arbitrary line was drawn across this undeveloped parcel with the intent to correct the zoning when the parcel developed as either Commercial or Residential. This area is adjacent to South Veterans which has continued to develop as commercial. Only the east portion of the parcel in yellow will be rezoned to MUCC giving this parcel the same zoning for the entire lot. The adjacent parcels to the east off of Canal Street will remain Medium Density Residential.

The map to the top left shows the general neighborhood and the current zoning line. The areas within the red circle are the properties within the 500 foot notification boundary. The yellow area is the subject property that this application covers.

Close up of subject lot with zoning line shown that splits the parcel into two zones.



- NOTE: 5: BEARINGS ARE PLACED ON GLOBE IIC NOKIII AS DETERMINED BY ITRK GPS
- 1: THIS SURVEY AND PLAT ARE COPYRIGHTED
 - 2: NO HISTORIC TITLE SEARCH WAS DONE BY LANDMARK SURVEYING
 - 3: PROPERTY IS SUBJECT TO TOWN CREEK WATERSHED MANAGEMENT EASEMENT.
 - 4: THIS PROPERTY SHOULD BE SUBJECT TO AN EASEMENT FOR SANITARY SEWER LINE BASED ON EVIDENCE FOUND ON GROUND.

NOTE: THIS PROPERTY HAS A LAND USE CLASSIFICATION OF CLASS B, AS DEFINED IN APPENDIX A AND THIS BOUNDARY SURVEY MEETS OR EXCEEDS THE MINIMUM QUALITY REQUIREMENTS FOR CONDITION A, AS DEFINED IN APPENDIX B OF THE "STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI."

BRAD NOLAN AND DENNIS NOLAN
INST. NO. 2012000100

VESTING DEED
ROBERT C. KINGSLEY AND WIFE BETTY J. KINGSLEY
DEED BOOK 1405 PAGE 463

TRACT 1
82298 Sq. Feet
1.8893 Acres

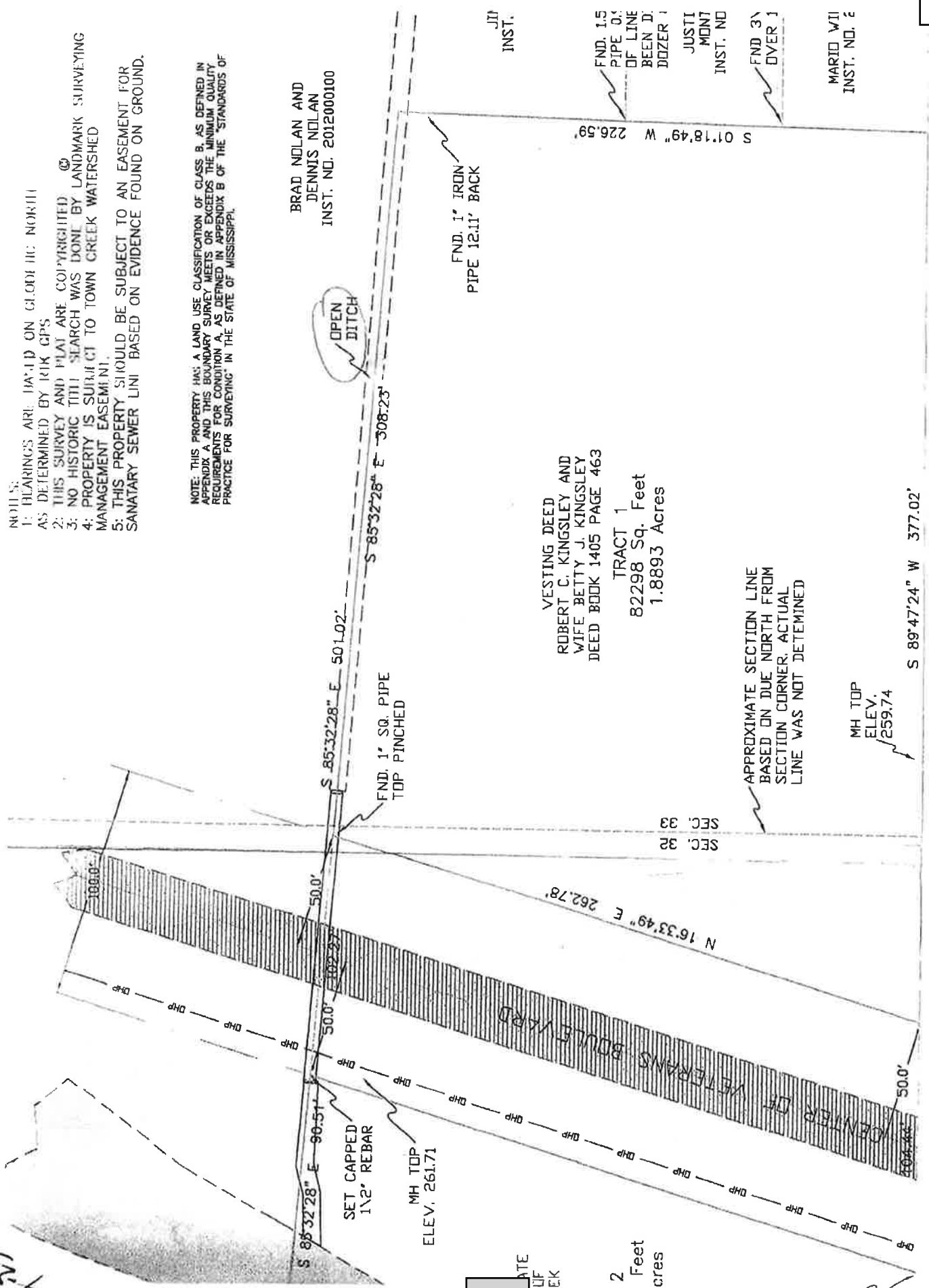
APPROXIMATE SECTION LINE BASED ON DUE NORTH FROM SECTION CORNER. ACTUAL SECTION LINE WAS NOT DETERMINED

MH TOP ELEV. 259.74

S 89°47'24" W 377.02'

2 Feet cnes

44-23

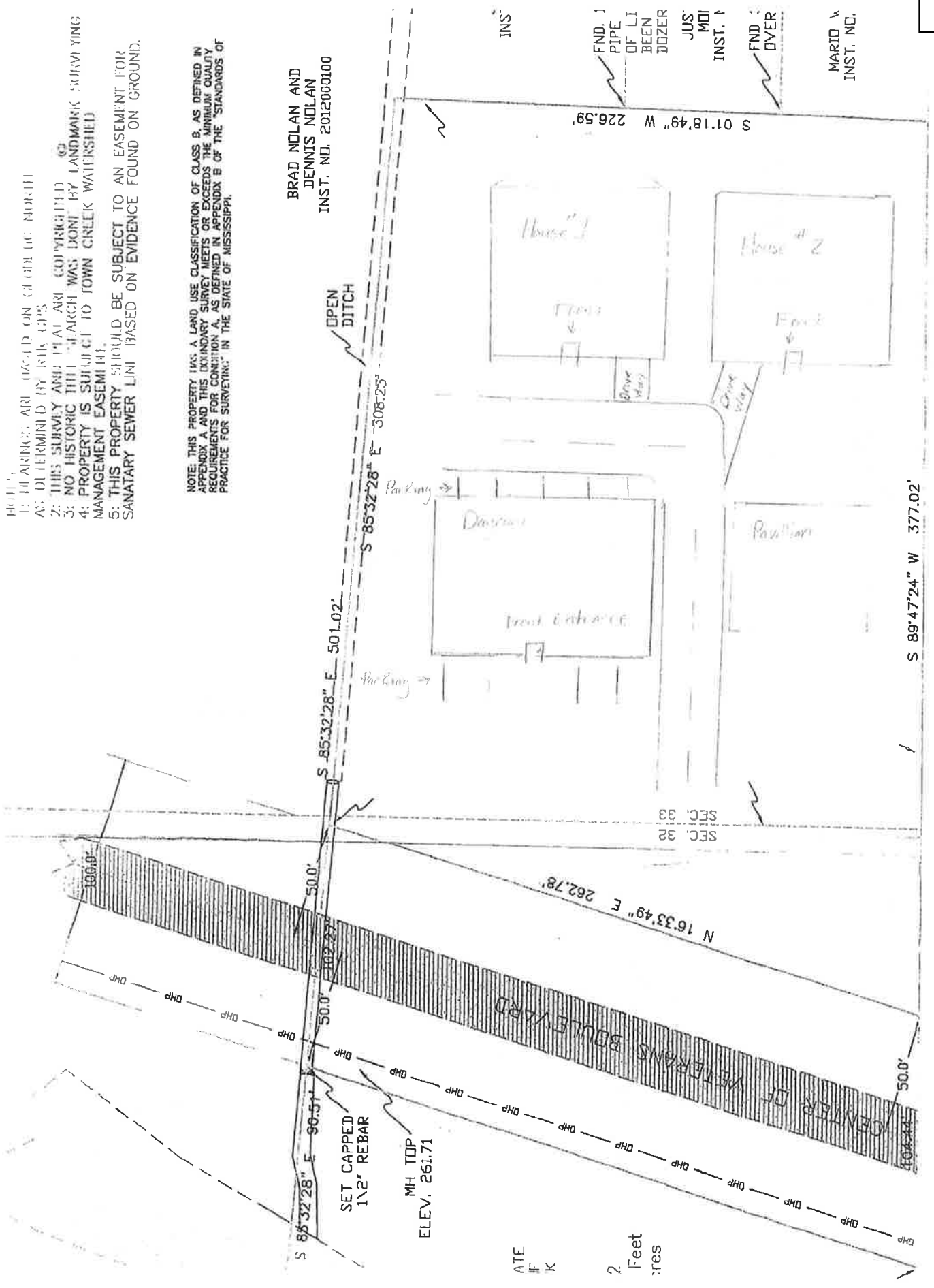


- 1: BEARINGS ARE BASED ON GRID LINE NORTH
- 2: AS DETERMINED BY THE GPS
- 3: THIS SURVEY AND PLAT ARE COPYRIGHTED
- 4: NO HISTORIC TITLE MARCH WAS DONE BY LANDMARK SURVEYING
- 5: PROPERTY IS SUBJECT TO TOWN CREEK WATERSHED MANAGEMENT EASEMENT
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BRAD NOLAN AND DENNIS NOLAN
INST. NO. 2012000100

MARIO V. INST. NO.



DATE: 11/11/11
SCALE: 1" = 20' Feet

East

House 2

House 1

Driveway

Driveway

Parking

Day Care Center

New Street

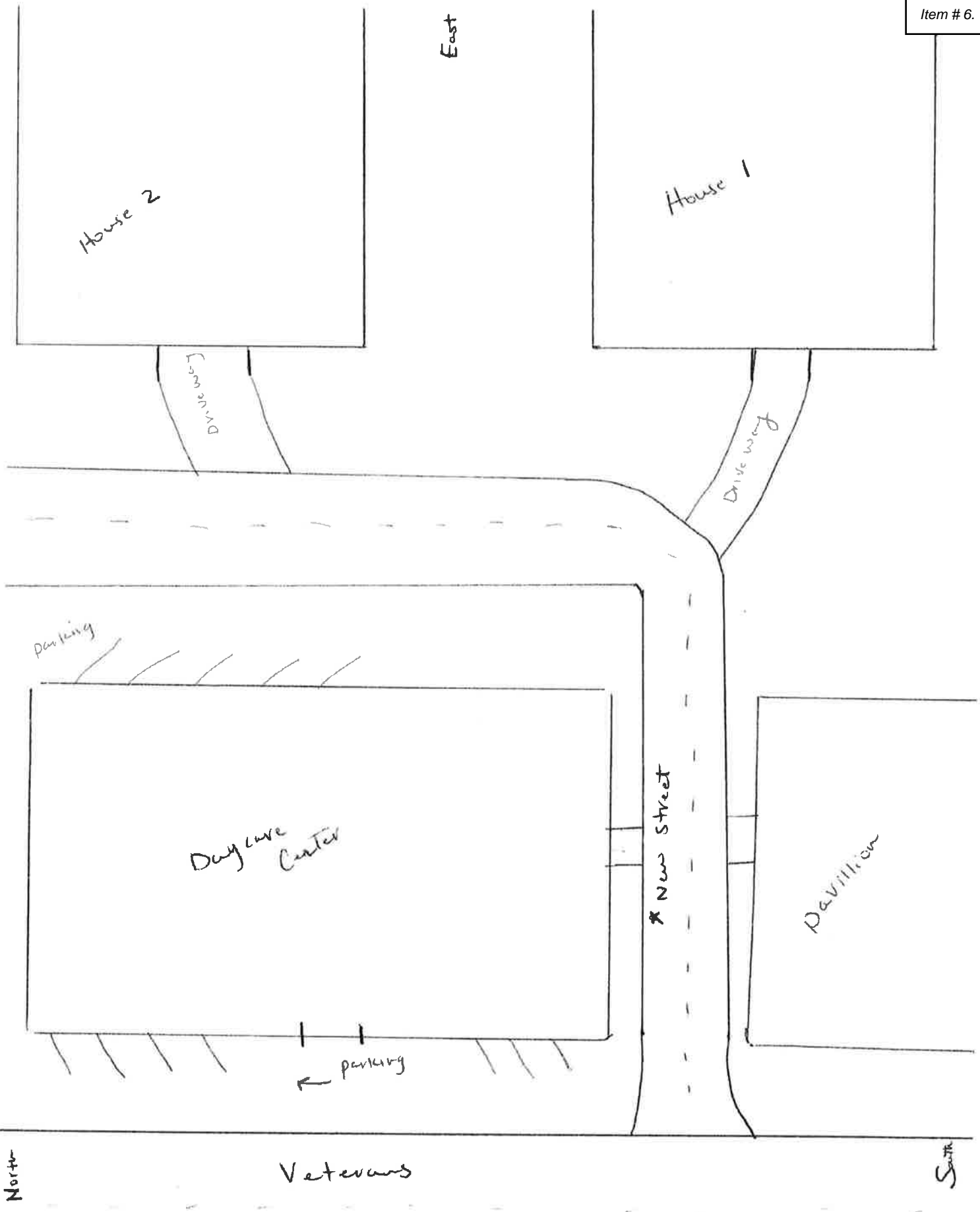
Driveway

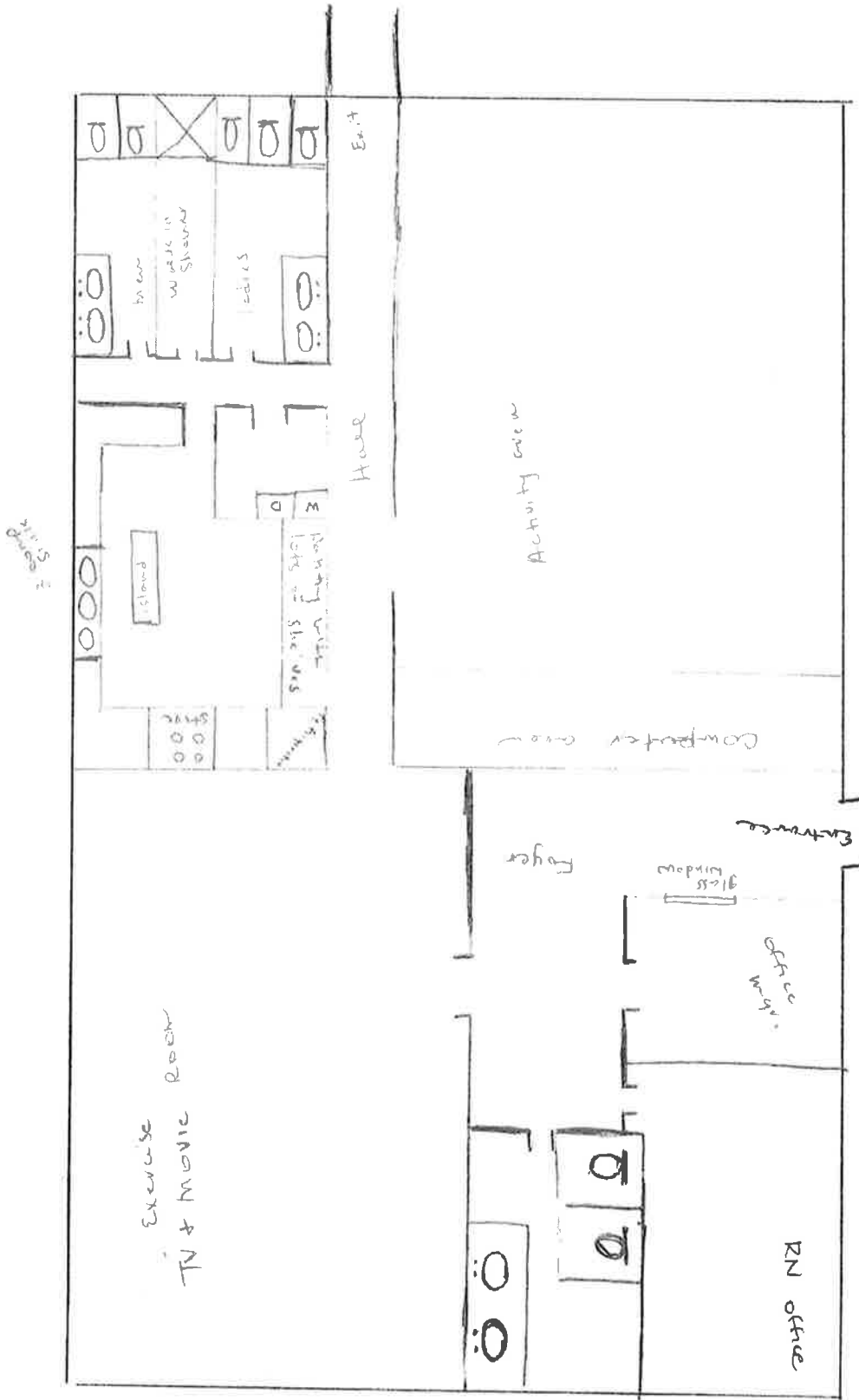
Parking

North

Veterans

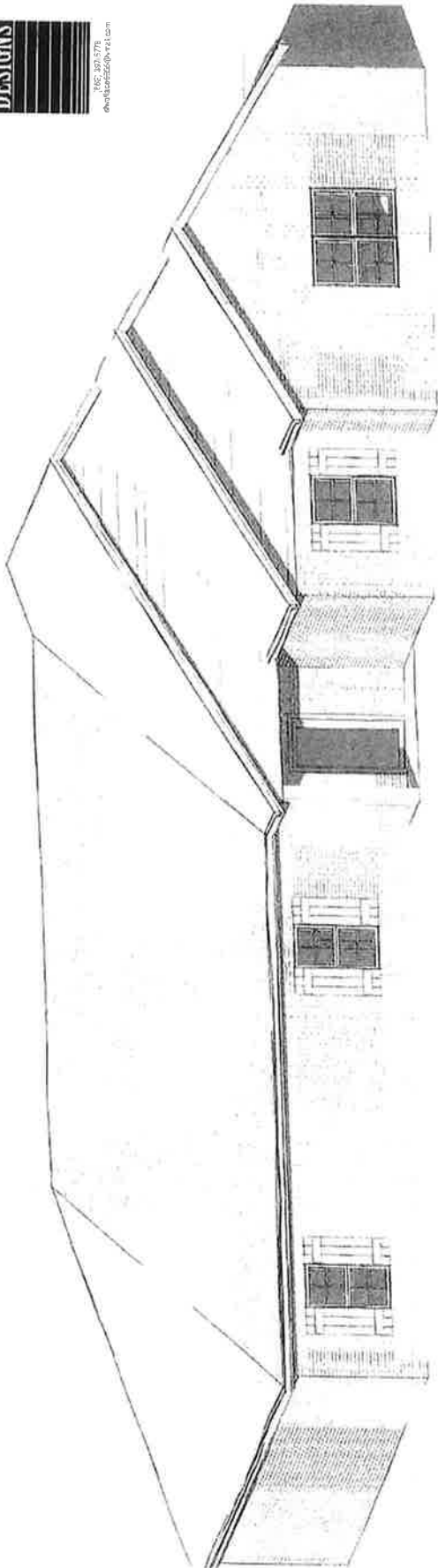
South





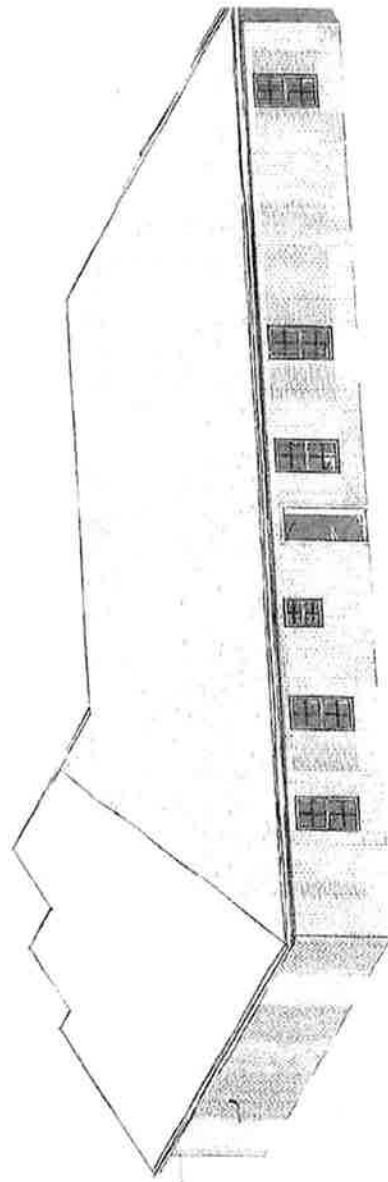
Daycare Center
 approx 2,000 sq ft

YOUNG CENTER



DRAWING INDEX

- A001 TITLE PAGE
- A101 LEVEL 1 FLOOR PLAN
- A201 ELEVATIONS
- A202 ELEVATIONS





SQUARE FEET

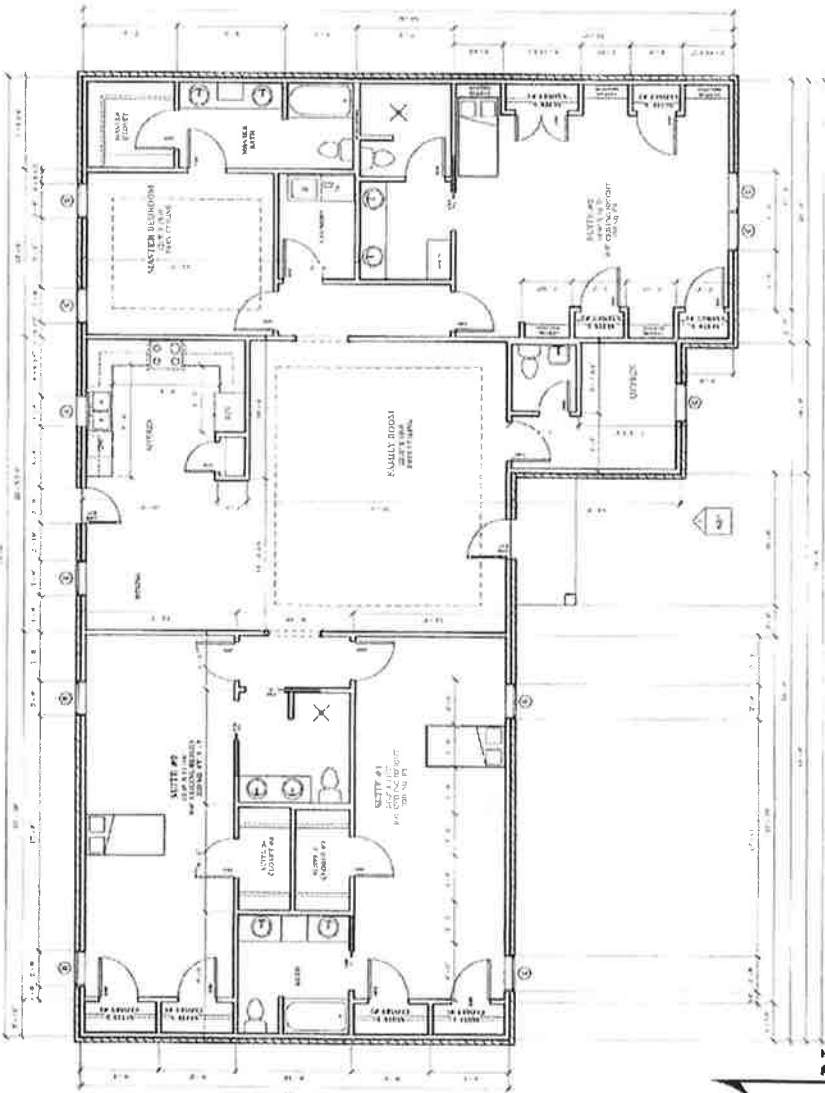
TOTAL HEATED / COOLED SQ. FT. 2,879

NOTES:
 1. VERIFY ALL DIMENSIONS & EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.
 2. CONTRACTOR SHALL VERIFY ALL INTERFERING ELEMENTS, SUCH AS OBSTACLES, AND THEIR SIZES & CONFIGURATIONS WITH OWNER PRIOR TO CONSTRUCTION.
 3. BE THE ONE RESPONSIBLE FOR THE CONTRACTOR TO VERIFY CLEARANCES OF ALL THE ITEMS MENTIONED.
 4. ALL WORK SHALL BE VERIFIED BY A STRUCTURAL ENGINEER.
 5. CONTRACTOR SHALL MAKE ALL NECESSARY ADJUSTMENTS DURING CONSTRUCTION WORKS TO COMPLY WITH SUBSIDIARY REGULATIONS.

YOUNG CENTER

Layer	Depth	Height	Quantity	Description
SLAB	12" x 18"	12" x 18"	3	CONCRETE (INTERIOR)
WALL	8" x 12"	8" x 12"	18	CONCRETE (WALL)
CEILING	2" x 4"	2" x 4"	18	CONCRETE (CEILING)
FLOOR	2" x 4"	2" x 4"	18	CONCRETE (FLOOR)
WALL	8" x 12"	8" x 12"	1	SINGLE-GLASS (WALL)
FLOOR	8" x 12"	8" x 12"	1	SINGLE-GLASS (FLOOR)
WALL	8" x 12"	8" x 12"	1	SINGLE-GLASS (WALL)
FLOOR	8" x 12"	8" x 12"	1	SINGLE-GLASS (FLOOR)

Layer	Depth	Height	Quantity	Description
WALL	2" x 4"	2" x 4"	1	CONCRETE (WALL)
FLOOR	2" x 4"	2" x 4"	1	CONCRETE (FLOOR)



A101
 10/20/19
 Project: [unreadable]
 Date: 10/20/19

SHAWN WALLACE DESIGNS, INC. is not responsible for any errors or omissions in this drawing. The user of this drawing is responsible for verifying the accuracy of the information shown hereon. SHAWN WALLACE DESIGNS, INC. is not responsible for any errors or omissions in this drawing. The user of this drawing is responsible for verifying the accuracy of the information shown hereon.



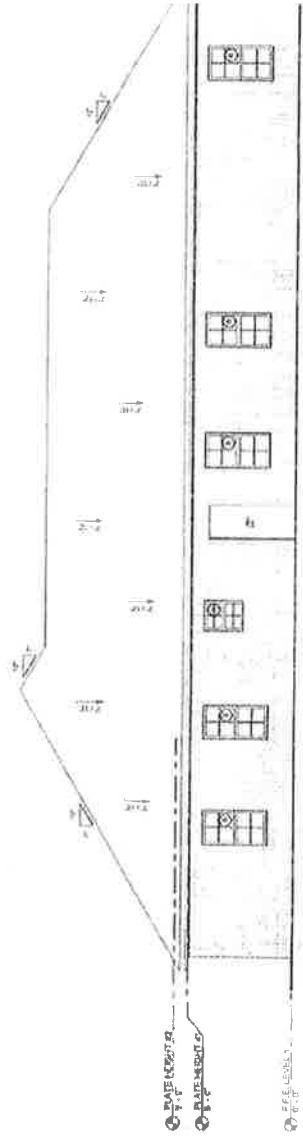
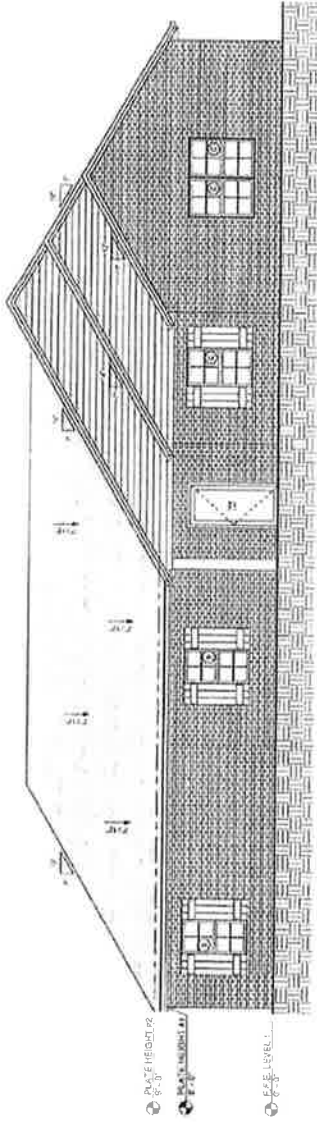
623.292.5778
 www.shawwallacedesigns.com

YOUNG CENTER

A201

10/20/11
 Shaw Wallace
 Civil/2011

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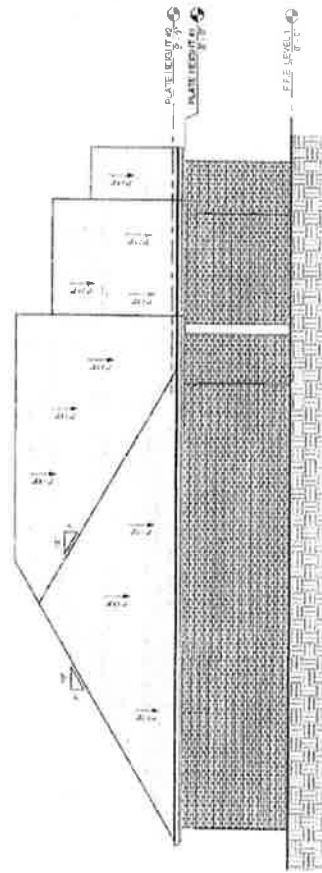
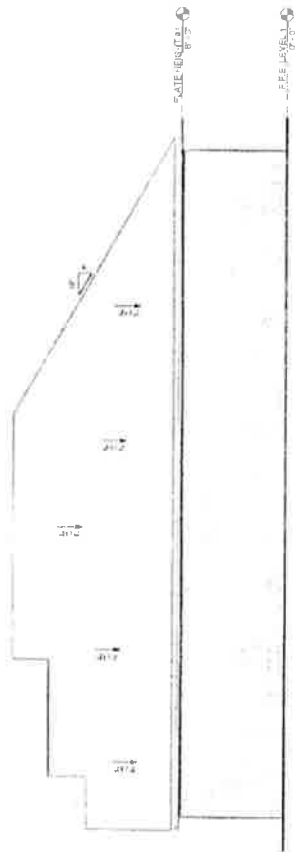


YOUNG CENTER

A202

Date: 11/22/18
Project: Young Center
Drawing: Foundation

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AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE: June 1, 2023

SUBJECT: IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE

Request:

This item was moved to the Action Agenda during the April 18, 2023 Regular Meeting. The Council was fully advised of the City's legal authority to enact meaningful regulations concerning the care and upkeep of animals during a work session on April 24th the item was tabled during the May 2, 2023 Regular Meeting.

Vote to bring this item off of the table.

Vote to approve the attached recommended amendments.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Missy Shelton, Council Clerk

DATE May 17, 2023

SUBJECT: IN THE MATTER OF MINUTES OF MAY 16, 2023 REGULAR COUNCIL MEETING AND THE JUNE 1, 2023 SPECIAL CALLED MEETING

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

MAY 16, 2023

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, May 16, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Nettie Davis was absent. Council Member Lynn Bryan led the invocation. Council Member Travis Beard 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 confirm the agenda and agenda order, with the following addition:

ADD ITEM #6.5

IN THE MATTER OF CORRECTION OF MINUTES OF MARCH 21, 2023 COUNCIL MEETING

Of those present, the vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Janet Gaston asked that everyone remember Leesha Faulkner, as she continues to gain strength.

Council Member Rosie Jones asked that everyone remember one of her patients in their prayers.

Council Member Travis Beard mentioned that Council Member Nettie Davis is absent due to illness.

Council Member Lynn Bryan thanked the CVB and the Gumtree Arts Council for all their hard work on the festival last weekend.

MAYOR'S REMARKS

Mayor Todd Jordan mentioned several past events that were all a big success: Gumtree Festival, Blue Suede Cruise (1100 entrants) and Wine Downtown. He offered congratulations to all the graduates of 2023. He asked Deputy Chief Anthony Hill to come forward and accept congratulations for his recent public safety award - Law Enforcement Agent of the Year 2023. DC Hill thanked everyone.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to address the final lot mowing list, as follows:

<u>Parcel</u>	<u>Location</u>
088N3305700	151 CANAL ST
088N3304700	335 CANAL ST
089N3100601	123 S INDUSTRIAL RD
089J3114900	404 N GLOSTER ST
088J3303600	1250 BERRY ST
089B3013600	1132 HILDA AVE
113B0602200	S GREEN ST
105D1505100	3091 MOORE AVE
105D1503500	3064 MOORE AVE
089E3001700	816 CLAYTON AVE

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS

A public hearing was held concerning the demolition of properties located at the following addresses:

1133 Elvis Presley (Parcel 088F2802600)
 1155 Elvis Presley (Parcel 088F2802700)
 1165 Elvis Presley (Parcel 088F280260H)

Susan Reed, on behalf of Vernell Reed, spoke concerning the property located at 1133 Elvis Presley.

Evelyn Shields spoke concerning the property located at 1155 Elvis Presley.

IN THE MATTER OF PUBLIC HEARING FOR REDISTRICTING

A scheduled public hearing was held concerning the proposed redistricting plan. Jenny Savely, City Planner, and Cristen Bland, Three Rivers Planning and Development District, addressed the Council and audience on how the plan was developed. The following addressed the Council during this hearing:

Reverend Jeffrey Gladney	415 N Joyner
Reverend Charles Penson	377 Huntington Place
Reverend Charles Moore	3204 Shonda Circle
Rosie Jones	Council Member of Ward 7

After each gave comments concerning the plan, the public hearing ended.

APPENDIX A

IN THE MATTER OF REDISTRICTING PLAN

Council Member Beard moved, seconded by Council Member Palmer, to table this item until a Special Called Meeting scheduled for June 1, 2023. Of those present, the vote was unanimous in favor.
APPENDIX B

**IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE
(TABLED AT THE MAY 6, 2023 MEETING)**

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

IN THE MATTER OF APPROVAL OF MINUTES OF MAY 2, 2023

Council Member Beard moved, seconded by Council Member Mims, to approve the minutes of the May 6, 2023 Council meeting. Of those present, the vote was unanimous in favor.

IN THE MATTER OF CORRECTION OF MINUTES OF MARCH 21, 2023 COUNCIL MEETING

Having been brought to the attention of the City Council, Council Member Palmer moved, seconded by Council Member Gaston to approve a correction to the March 21, 2022 minutes of the regular meeting of the City Council.

The minutes originally stated:

The Council previously awarded a bid and contract for Bid # 2023-003MT - North Veterans Blvd Improvements (Reese St to Hamm St) at the March 7, 2023, meeting. The contract is now being brought forward for ratification. Council Member Palmer moved, seconded by Council Member Jones, to ratify the contract between the City of Tupelo and James A. Hodges Construction Inc. in the amount of \$1,014,124.47 for Bid # 2023-003MT. The vote was unanimous in favor. APPENDIX L

The correction of the minutes should be, as follows:

The Council previously awarded a bid and contract for Bid # 2023-003MT - North Veterans Blvd Improvements (Reese St to Hamm St) at the March 7, 2023, meeting. The contract is now being brought forward for ratification. Council Member Palmer moved, seconded by Council Member Jones, to ratify the contract between the City of Tupelo and James A. Hodges Construction Inc. in the amount of \$1,814,124.47 for Bid # 2023-003MT. The vote was unanimous in favor. APPENDIX L

Of those present, the vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Beard moved, seconded by Council Member Palmer, to approve the advertising and promotional items, as presented. After a brief explanation by CFO/City Clerk Kim Hanna, of those present, the vote was unanimous in favor. APPENDIX D

IN THE MATTER OF APPROVAL TO SUBMIT FOR BVP GRANT

Grant Writer Abby Christian, addressed the Council to request approval to submit an application for a Bullet Vest Partnership (BVP) grant for 50% funding of the cost of body armor vests purchased for law enforcement officers. This is a DOJ grant and requires a 50 % match from the City. Council Member Beard moved, seconded by Council Member Palmer, to approve the submission of the grant application. Of those present, the vote was unanimous in favor. APPENDIX E

IN THE MATTER OF APPROVING SELECTION OF CONSTRUCTION MANAGER FOR DESIGNATED ARPA PROJECTS

The City of Tupelo advertised and received proposals for RFQ 2023-031PW for the selection of construction manager for designated ARPA projects. Although several inquiries were received, only one RFQ was received. Council Member Palmer moved, seconded by Council Member Mims, to approve the selection of ICM Construction as the construction manager of these projects. Of those present, the vote was unanimous in favor. APPENDIX F

IN THE MATTER OF LOT MOWING

Council Member Mims moved, seconded by Council Member Palmer, to approve the final lot mowing list, as presented. Of those present, the vote was unanimous in favor. APPENDIX G

IN THE MATTER OF PROPERTIES FOR DEMOLITION

DDS Interim Director Dennis Bonds requested that the Council consider the adjudication of each property on the public hearing demolition list that have been found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). Each property was separately considered and found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition. The properties are:

1133 Elvis Presley (Parcel 088F2802600)
 1155 Elvis Presley (Parcel 088F2802700)
 1165 Elvis Presley (Parcel 088F280260H)

Council Member Beard moved, seconded by Council Member Gaston, that each property on the demolition list be found to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of cleaning by demolition as authorized by Miss. Code § 21-19-11 (1972 as amended). Of those present, the vote was unanimous in favor of approval of the demolitions. APPENDIX H

IN THE MATTER OF PLANNING COMMITTEE MEETING MINUTES APRIL 3, 2023

Council Member Palmer moved, seconded by Council Member Gaston, to approve the minutes of the Planning Committee of April 3, 2023. Of those present, the vote was unanimous in favor. APPENDIX I

IN THE MATTER OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES MARCH 13 AND APRIL 10, 2023

Council Member Beard moved, seconded by Council Member Mims, to accept the minutes of the Major Thoroughfare Committed of March 13 and April 10, 2023. Of those present, the vote was unanimous in favor. APPENDIX J

IN THE MATTER OF BODY WORN CAMERAS AGREEMENT WITH DRUG ENFORCEMENT ADMINISTRATION

Council Member Beard moved, seconded by Council Member Palmer, to approve an agreement with the Drug Enforcement Agency (DEA), pertaining to the use of Tupelo PD body-worn cameras by deputized task force officers. Tupelo PD personnel assigned to the DEA Task Force will not have a Tupelo PD body worn camera on any DEA operation. Of those present, the vote was unanimous in favor to approve the agreement. APPENDIX K

IN THE MATTER OF DONATED LEAVE REQUEST - FAULKNER

Council Member Palmer moved, seconded by Council Member Gaston, to approve the donation of sick time for Tupelo Parks and Recreation/Museum employee Leesha Faulkner, as allowed by the employee handbook. Of those present, the vote was unanimous in favor. APPENDIX L

IN THE MATTER OF RATIFICATION OF CONTRACT FOR BID # 2023-013FP FAIRPARK RESTROOMS

Council Member Mims moved, seconded by Council Member Palmer, to approve the ratification of a contract with Timmons Electric Co., LLC for Bid 2023-013FP - Fairpark Restrooms, in the amount of \$316,648.23. Of those present, the vote was unanimous in favor. APPENDIX M

EXECUTIVE SESSION

Council Member Beard moved, seconded by Council Member Palmer, to determine the need for an executive session. Attorney Ben Logan said the session is for prospective litigation under Miss. Code Anno. 25-41-7(b) (1972 as amended) and the possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). Of those present, the vote was unanimous in favor at 6:55 p.m.

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

After discussion in executive session, Council Member Beard moved, seconded by Council Member Palmer to return to the regular meeting at 7:17 p.m. Of those present, the vote was unanimous in favor.

IN THE MATTER OF ORDER TO SETTLE ALL CLAIMS ASSERTED AGAINST THE CITY OF TUPELO BY THE PINES AT BARNES CROSSING IN TUPELO II, LLC, AND ITS MANAGING COMPANY KIRKLAND PROPERTIES, LLC FOR THE OVERPAYMENT OF SOLID WASTE COLLECTION FEES

Council Member Jones moved, seconded by Council Member Palmer, to approve 'An Order to Settle All Claims Asserted Against the City of Tupelo by The Pines at Barnes Crossing in Tupelo II, LLC, and its Managing Company Kirkland Properties, LLC for the Overpayment of Solid Waste Collection Fees' in the amount of \$56,997.01. Of those present, the vote was unanimous. APPENDIX N

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Jones moved, seconded by Council Member Beard, to adjourn the meeting, Of those present, the vote was unanimous in favor.

This the 16th day of May, 2023, at 7:18 p.m.

Lynn Bryan, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date

CITY COUNCIL SPECIAL CALLED MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

JUNE 01, 2023

Be it remembered that a special called meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Thursday, June 1, 2023, at 4:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Janet Gaston attended by telephone. Council President Lynn Bryan called the meeting to order at 4:00 p.m.

IN THE MATTER OF APPROVAL AND ADOPTION OF THE PROPOSED 2020 REDISTRICTING PLAN OF THE CITY OF TUPELO

Council Member Beard moved, seconded by Council Member Davis, to approve and adopt the proposed 2020 redistricting plan of the City of Tupelo. After each Council Member had the opportunity to speak, the vote was unanimous in favor. An Ordinance Adopting 2023 Ward Redistricting Plan and Map of the City of Tupelo, Mississippi, is attached to these minutes as APPENDIX A.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Beard moved, seconded by Council Member Palmer to adjourn the meeting at 4:06 p.m. The vote was unanimous in favor.

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 May 17, 2023
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 June 6, 2023

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: Missy Shelton, Council Clerk

DATE May 17, 2023

SUBJECT: IN THE MATTER OF RESOLUTION APPOINTING MML 2023 VOTING DELEGATES MS

Request:

For your approval.

RESOLUTION

A RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2023 VOTING DELEGATES FOR THE CITY OF TUPELO

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention to elect a Second Vice President; and

WHEREAS, the amended bylaws require the governing authority of each participating municipality to designate in its minutes the voting delegate and alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Tupelo, Mississippi that in accordance with the bylaws of the Mississippi Municipal League, the voting delegates for the 2023 Mississippi Municipal league election to be held at the annual convention on June 27, 2023 are as follows:

Voting Delegate: Council Member Nettie Davis

First Alternate: Council Member Travis Beard

That public interest and necessity requiring the same, this Resolution shall become effective upon passage. The above and forgoing Resolution, after having been first reduced to writing, was introduced by _____, seconded by _____ and was adopted by the following vote, to-wit:

- Councilmember Mims voted _____
- Councilmember L. Bryan voted _____
- Councilmember Beard voted _____
- Councilmember Davis voted _____
- Councilmember Palmer voted _____
- Councilmember Gaston voted _____
- Councilmember Jones voted _____

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____

LYNN BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Rhonda Cole, Court Administrator

DATE May 18, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF COLLECTIONS CONTRACT WITH AMERICAN MUNICIPAL SERVICES AS ACCOUNT RESOLUTION FOR DELINQUENT FEES AND FINES OWED TO THE MUNICIPAL COURT **SR**

Request:

APPROVAL OF AGREEMENT WITH AMERICAN MUNICIPAL SERVICES AS RESOLUTION ON PAST DUE PAYMENT COLLECTIONS.

COURT AGREEMENT

The City of Tupelo, Mississippi, hereinafter referred to as “Municipality” retains American Municipal Services Corporation, hereinafter referred to as “AMSC”, to provide account resolution services for the Municipality. The relationship between the parties is to be governed by the terms of this Agreement.

Municipality agrees to periodically send pending court cases to AMSC for AMSC to work to resolve the outstanding citations, fines, and warrants with the defendants. AMSC agrees to use their best efforts to resolve the cases sent to AMSC. AMSC agrees to skip trace those accounts where it is determined that a current address is not known and to send each defendant a minimum of four letters. AMSC is to contact each defendant by telephone in effort to have the defendant resolve the case in a manner established by the court. AMSC will limit all telephone calls to between the hours of 8:00 am and 7:00 pm Monday through Friday, and to between 8:00 am and 2:00 pm on Saturdays. No phone calls are to be made to a defendant on Sunday. All contacts between AMSC and defendants are to be by either telephone, mail, or the internet. No personal contacts are to occur.

AMSC is to arrange for defendants to send their payments directly to AMSC. AMSC will process all payments and will deposit all payments into a client account. Within 15 days from final Municipality confirmation of payments for the previous month, AMSC will forward to Municipality payment for all money received by AMSC on behalf of Municipality. AMSC is authorized to accept payment by credit card, debit card, and bank account debit and the municipality will not be responsible for the processing or convenience fee charged by AMSC for providing this service. AMSC will provide Municipality with periodic reports on payments received and will provide Municipality with reports on payments received daily. In the event a defendant makes a payment directly to the court, whether in person or by mail, on a case AMSC is in the process of resolving, Municipality will notify AMSC of such payment and the fee due AMSC from said payment.

AMSC is authorized to arrange payment schedules with defendants and to establish payment plans with defendants pursuant to guidelines established by the court. AMSC agrees that they will request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMSC negotiate a payment plan. AMSC will provide each defendant on a payment plan with payment coupons, return envelopes, and a payment amortizing schedule. Each payment plan is to be monitored by AMSC for compliance and if a payment is missed AMSC is to contact by telephone or mail the defendant in effort to bring the payment plan current. **AMSC will not offer or grant to any defendant the option of a lump-sum payment or series of payments equal to an amount less than what is actually owed for the satisfaction of all debts owed to the Municipality without first receiving an Order of the Municipal Court granting such authority.**

All expenses incurred by AMSC including postage, labor, telephone, skip tracing, etc. shall be paid for by AMSC. AMSC agrees to constantly monitor those staff members working on Municipality cases to ensure that all contact with defendants is done in a polite, courteous, professional, and helpful manner.



Municipality agrees to review on a regular basis with AMSC the amounts paid on those cases referred to AMSC and to answer specific questions on an account when the defendant claims that they have already paid the fine, has served time in jail for the offense, is the wrong person, that the cases has been dismissed, or other matters potentially affecting a case is brought to AMSC attention.

Pursuant to Mississippi Code Ann. § 21-17-1 (6), Municipality will add a Twenty-Five Percent (25%) collection fee to the amount defendant owes for each case sent to AMSC. AMSC is to be paid the Twenty-Five Percent (25%) collection fee on all monies received by Municipality to compensate AMSC for its services. AMSC agrees to invoice Municipality within 15 days from final confirmation of payments for the previous month's collections, said invoices being due and payable within thirty (30) days. AMSC will not be paid on an account if the account is dismissed by the court for whatever reason, or the defendant is arrested.

Municipality owns all accounts sent to AMSC and may withdraw any case at any time. AMSC is required to follow the guidelines set by the court as to payment amounts, payment plans, total amount owed, and letters to be sent defendants. AMSC has no authority to change the amount a defendant owes Municipality, the fees charged a defendant by Municipality, or to dismiss a case. This contract shall have a term of one (1) year, commencing on the date it is signed by the municipality and shall automatically renew itself annually and continue in effect unless a party to this agreement notifies in writing the other party at least ninety (90) days prior to its renewal date for it not to renew.

The terms of the Mandatory Addendum to City of Tupelo Contracts is attached hereto as "Exhibit A." The terms of said addendum are agreed to by the parties and shall be incorporated fully herein.



SIGNATURE PAGE

Municipality: City of Tupelo, Mississippi

Address: 316 Court Street

City: Tupelo State: MS Zip: 38804

Telephone: _____ Fax: _____

Contact Person: _____

Title: _____

Signature: _____ Date: _____

American Municipal Services Corporation:

By: _____ Date: _____

Joy Veghelyi, Controller



INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services Corporation has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

WHEREAS the below named Municipality desires to be released from and indemnified from all liability from the actions of American Municipal Services Corporation, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

WHEREAS, American Municipal Services Corporation, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services Corporation hereby agrees to indemnify, defend, and hold harmless the below named Municipality from and against all losses, claims, demands, damages, suits, or actions resulting from any activity of American Municipal Services Corporation, its agents, officers, staff, servants, or employees in the handling and/or collecting of the below named Municipality’s Warrants, Citations, or monies.

Agreed to, this the _____ day of _____, 2023.

American Municipal Services Corporation:

By: _____

Joy Veghelyi, Controller

Municipal Court:

City of Tupelo, Mississippi

EXHIBIT "A"

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

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

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

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

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

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

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

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

- 20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

CITY
Date:

CONTRACTING PARTY
Date:



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE: June 1, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIENS FOR LOT MOWING **DRB**

Request: DRB

Adjudicating cost and assessing lien against real property under Miss. Code Ann. 1972, § 21-19-11 located at the following addresses:

- 151 Canal Street (Parcel: 088N-33-057-00)**
- 335 Canal Street (Parcel: 088N-33-047-00)**
- 123 South Industrial (Parcel: 089N-31-006-01)**
- 404 North Gloster Street (Parcel: 089J-31-149-00)**
- 1250 Berry Street (Parcel: 088J-33-036-00)**
- South Green Street (Parcel: 113B-06-022-00)**
- 3091 Moore Avenue (Parcel: 105D-15-051-00)**
- 3064 Moore Avenue (Parcel: 105D-15-035-00)**

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44009

COLLEEN M. WENSLEY
OWNER

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

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

Property Owner: COLLEEN M. WENSLEY
Address of Owner: P.O. BOX 5913
CONCORD, CA 94524-5913
Parcel Number: 088N-33-057-00
Address of Violation: 151 CANAL STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/16/2023 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot mowing was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 06/06/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property.

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

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann §11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of June, 2023.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44011

LLOYD FAULKNER
OWNER

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

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

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

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/16/2023 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot mowing was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 06/06/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property.

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

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann §11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of June, 2023.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44015

ACC TAX SALES PROPERTIES, LLC
OWNER

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

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

Property Owner: ACC TAX SALES PROPERTIES, LLC
Address of Owner: P.O. BOX 850001
ORLANDO, FL 32885
Parcel Number: 089N-31-006-01
Address of Violation: 123 SOUTH INDUSTRIAL

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/16/2023 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot mowing was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 06/06/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property.

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

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann §11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of June, 2023.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44028

TATE PROPERTIES, LP
OWNER

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

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

Property Owner: TATE PROPERTIES, LP
Address of Owner: P.O. DRAWER B
TUPELO, MS 38802
Parcel Number: 089J-31-149-00
Address of Violation: 404 NORTH GLOSTER STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/16/2023 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot mowing was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 06/06/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property.

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

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann §11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of June, 2023.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44032

CARLTON LEE BAGWELL
OWNER

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

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

Property Owner:	CARLTON LEE BAGWELL
Address of Owner:	2112 BRYAN DRIVE TUPELO, MS 38801
Parcel Number:	088J-33-036-00
Address of Violation:	1250 BERRY STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/16/2023 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot mowing was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 06/06/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property.

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

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann §11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of June, 2023.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44060

GENLYTHE THOMAS GROUP, LLC
OWNER

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

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

Property Owner: GENLYTHE THOMAS GROUP, LLC
Address of Owner: 4360 BROWNSBORO ROAD, STE 300
LOUISVILLE, KY 40232
Parcel Number: 113B-06-022-00
Address of Violation: SOUTH GREEN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/16/2023 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot mowing was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 06/06/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property.

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

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann §11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of June, 2023.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44065

DANCER MCCOY
OWNER

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

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

Property Owner:	DANCER MCCOY
Address of Owner:	1103 FILMORE DRIVE TUPELO, MS 38801
Parcel Number:	105D-15-051-00
Address of Violation:	3091 MOORE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/16/23 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot mowing was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 06/06/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property.

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

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann §11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of June, 2023.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44072

MEGAN RICHARDSON
OWNER

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

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

Property Owner:	MEGAN RICHARDSON
Address of Owner:	P.O. BOX 87 RED BANKS, MS 38661
Parcel Number:	105D-15-035-00
Address of Violation:	3064 MOORE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/16/23 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot mowing was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 06/06/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property.

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

6. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner at its last known address, advising that the assessment is a lien against the property. The Director is further directed to advise the owner that this assessment and all decisions rendered under the provisions of Miss. Code Ann. §21-19-11 (1972) as amended, appealed in accordance with Miss. Code Ann §11-51-75.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 6th day of June, 2023.

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
LYNN BRYAN, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE June 1, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE ACTION ON PROPERTY AT 735 EASON BOULEVARD **DRB**

Request: DRB

Review / Approve action at 735 Eason Boulevard Tupelo, MS 38801



HEARING NOTICE

May 22, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43963

Vs.

TRL LOGISTICS SERVICES, LLC
1 POND DRIVE
HUNTINGTON, NY 11743

TRL LOGISTIC SERVICES, LLC
735 SOUTH EASON BLVD.
TUPELO, MS 38801

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

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

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

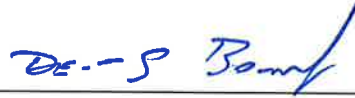
- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **735 S. EASON BLVD #112C-03-052-01, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- 2. Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **06/06/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner to remove junk vehicle that you parked on this property to a location outside of city limits, undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

Item # 15.

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

WITNESS MY SIGNATURE, THIS **THE 22nd day of May, 2023.**



**Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi**

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 15.

735 SOUTH EASON BOULEVARD

BASIC INFORMATION

- ▶ PARCEL: 112C-03-052-01
- ▶ CASE: 43963
- ▶ WARD: 5
- ▶ TAX VALUE: \$10,000
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side \$17,600
Left side \$0
Rear \$0
Across street \$16,940

TAXES/LIENS

Taxes – Arrears
City liens - None

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS None
- ▶ CURRENT STATUS – Out of town owners
- ▶ This property was purchased by a company in New York that plans to build. They are aware that the property needs to be cleaned and all buildings demolished.

04/11/2023

TRL LOGISTICS SERVICES LLC
1 POND DRIVE
HUNTINGTON, NY 11743

Re: CASE # 43963
735 S EASON BLVD,
PARCEL NUMBER: 112C0305201



Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
JUNK AND ABANDONED VEHICLES	HAVE REMOVED BY COMPLIANCE DATE
JUNK AND LITTER	HAVE REMOVED BY COMPLIANCE DATE
DILAPIDATED BUILDINGS	DEMOLISH AND HAUL OFF BY COMPLIANCE DATE

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 5/11/2023	REINSPECTION DATE: 5/10/2023
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Thank you in advance for your compliance. If you have questions, please call 662.587-7236.

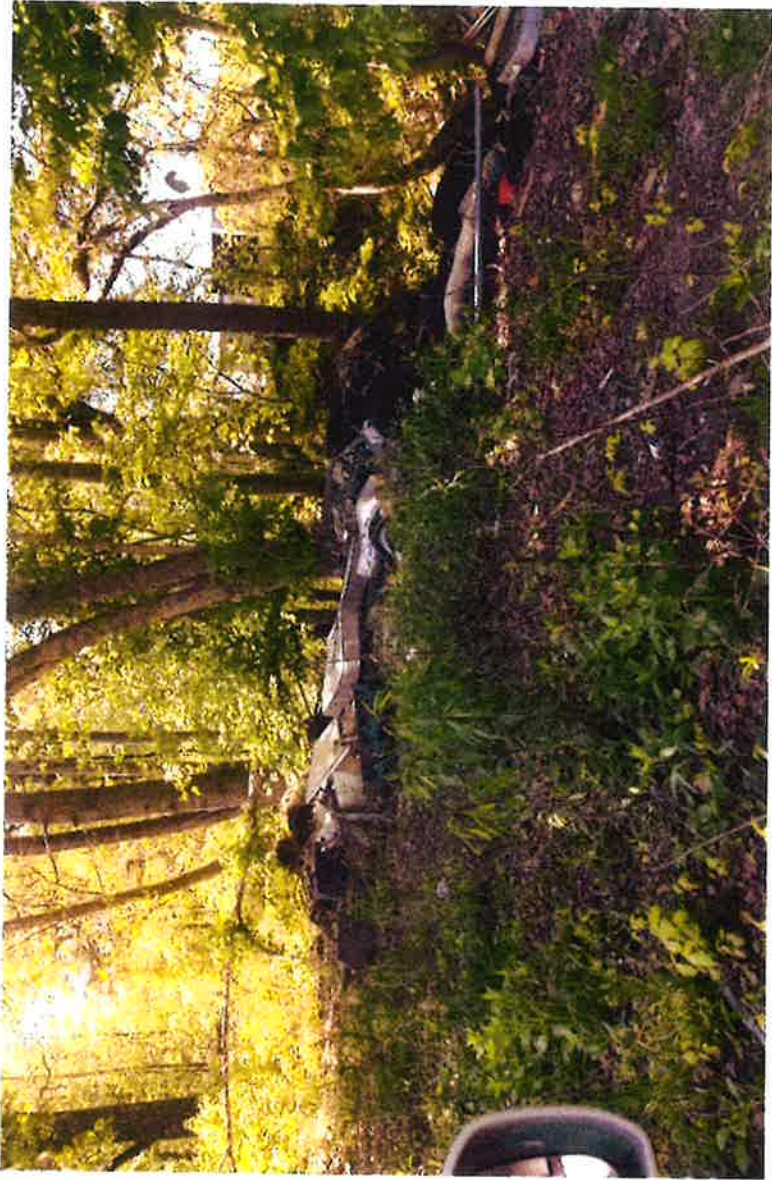
Sincerely,

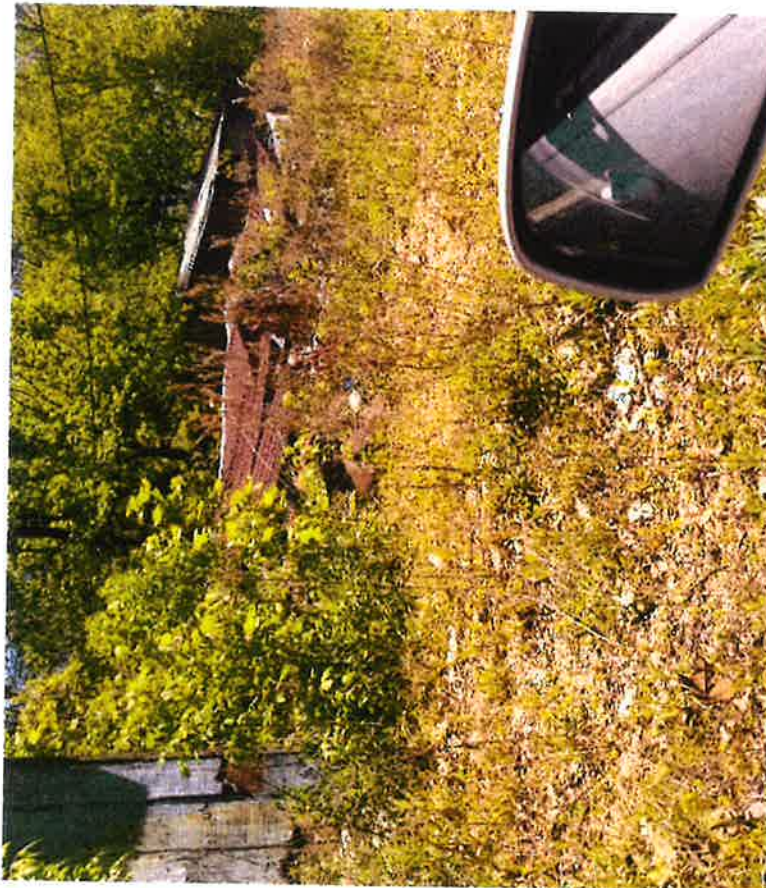

LYNDA FORD
Code Enforcement

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

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







EXHIBIT



A



B

V



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE: June 1, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE SURPLUS OF STRUCTURE AT 502 AUGUSTA AND AUTHORIZE FOR DEMOLITION **DRB**

Request: DRB

Review / Approve surplus of the structure located at 502 Augusta and to authorize the demolition of the surplus structure.

Prepared By & Please Return
After Recording To:

****ABOVE THIS LINE FOR OFFICIAL USE ONLY****

B. Bronson Tabler, P.A.
322 West Jefferson Street
P.O. Box 7116
Tupelo, Mississippi 38802
Tel: (662) 840-8400
Fax: (662) 840-8414
Email: bronson@tablerlaw.com

INDEXING INSTRUCTIONS: Southeast Quarter of Section 35,
Township 9 South, Range 5 East, Lee County, Mississippi

Address Reference: 502 Augusta Street, Tupelo, MS
PPIN / Parcel Reference: 18517 / 077P-35-085-00

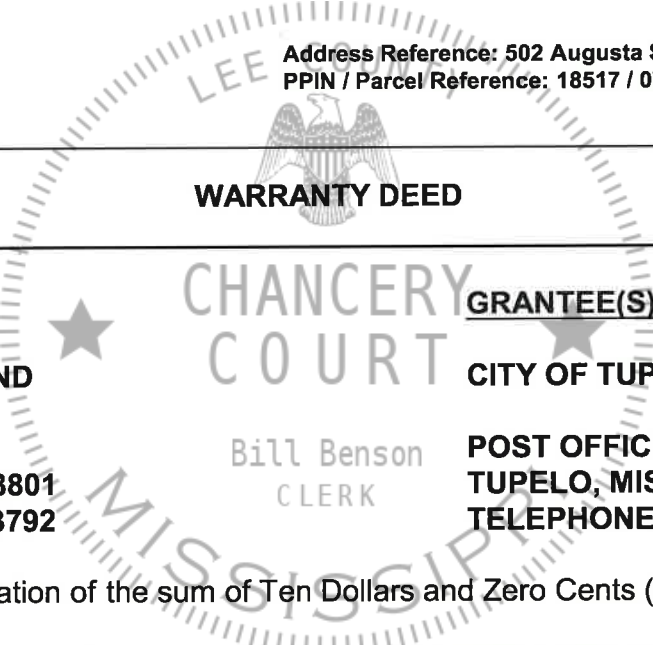
WARRANTY DEED

GRANTOR(S):

**RUBLE LADON WEST AND
MARIE WEST
502 AUGUSTA STREET
TUPELO, MISSISSIPPI 38801
TELEPHONE: (662) 213-3792**

GRANTEE(S):

**CITY OF TUPELO, MISSISSIPPI
POST OFFICE BOX 1485
TUPELO, MISSISSIPPI 38802
TELEPHONE: (662) 841-6513**



For and in consideration of the sum of Ten Dollars and Zero Cents (\$10.00) and other good and valuable consideration, the Grantor(s) **RUBLE LADON WEST AND MARIE WEST**, do hereby grant, bargain, sell, convey and warrant unto **CITY OF TUPELO, MISSISSIPPI**, the following described real property located and situated in **LEE COUNTY, MISSISSIPPI**, and being more particularly described as follows, to-wit:

INDEXING INSTRUCTIONS:

**Lot 14 and Part of Lot 13, Block B, Revised Plat of Confederate Park Addition
Subdivision. Southeast Quarter of Section 35, Township 9 South, Range 5 East,
Lee County, Mississippi.**

Lot Number 14 in Block "B" of the Revised Plat of Confederate Park Subdivision, according to said Plat as same is recorded in Plat Book 2 at Page 29 of the Records of Maps and Plats on file in the Office of the Chancery Clerk of Lee County, Mississippi.

ALSO, beginning at the Northwest corner of Lot Number 13 in Block "B" of said Revised Plat of Confederate Park Subdivision, and run thence East 125 feet; thence run South 65 feet to a point on the North bank of a ditch; thence North 85 degrees 25 minutes West along the North bank of said ditch 125.5 feet to the East line of Augusta Street; thence North along the East line of Augusta Street 54 feet to the Point of Beginning, being a part of Lot Number 13 in Block "B" of said Revised Plat of Confederate Park Subdivision.

All of said property lying and being partly in the Northeast Quarter of Section 35, Township 9, Range 5 Township and partly in the Northeast Quarter of Section 2, Township 10, Range 5, City Tupelo, Lee County, Mississippi.

Subject to an Easement 12 feet in width across the East side of said property for the construction, repair and maintenance of a sewer line.

Grantors certify and warrant that the above described property remains subject to a valid Disability homestead exemption as of the date of execution of this Warranty Deed. Further, Grantors certify and warrant that no action will be taken that would cause the homestead exemption upon the above described property to be removed for the current Tax Year.

SOURCE DEED(S): Being the same property acquired by Grantor(s) herein by virtue of Warranty Deed recorded in Book 1199 at Page 130.

Witness the signature of the Grantor(s) on this the 18th day of May 2023.

RUBLE LADON WEST
RUBLE LADON WEST

Witness the signature of the Grantor(s) on this the 18th day of May 2023.

Erice Marie West
MARIE WEST

STATE OF MISSISSIPPI

COUNTY OF LEE

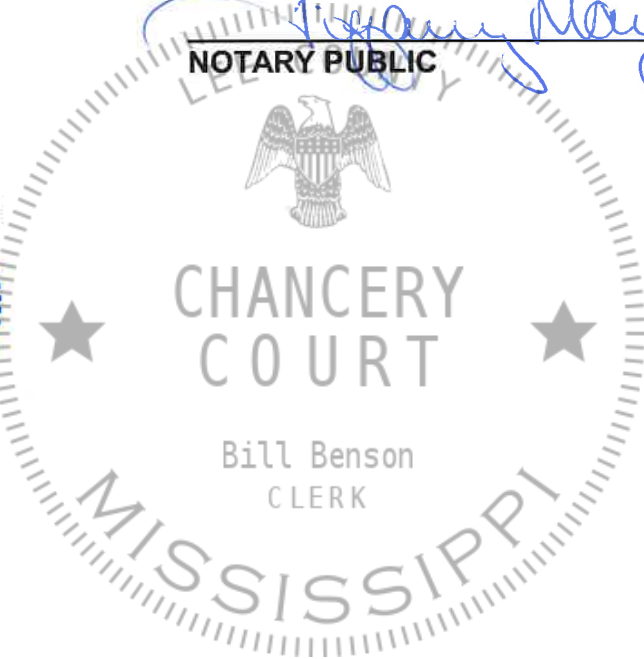
Personally appeared before me, the undersigned authority at law in and for the aforesaid County and State, the within named **RUBLE LADON WEST**, who acknowledged that he signed, sealed and delivered the above and foregoing **WARRANTY DEED** on the day and year therein mentioned as his free and voluntary act and deed.

Given under my hand and official seal of office, this the 18th day of May 2023.

Tiffany May
NOTARY PUBLIC
LEE COUNTY

SEAL

My Commission Expires:



STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority at law in and for the aforesaid County and State, the within named **MARIE WEST**, who acknowledged that she signed, sealed and delivered the above and foregoing **WARRANTY DEED** on the day and year therein mentioned as her free and voluntary act and deed.

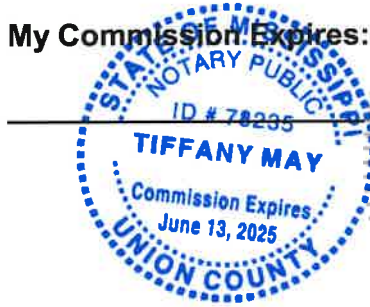
Given under my hand and official seal of office, this the 18th day of May 2023.

Tiffany May

NOTARY PUBLIC
LEE COUNTY

SEAL

My Commission Expires:



ORDER

AN ORDER DECLARING AS SURPLUS THE STRUCTURE(S) LOCATED AT 502 AUGUSTA AND TO AUTHORIZE THE DEMOLITION OF THE SURPLUSSED STRUCTURE(S).

WHEREAS, the governing authorities of the City of Tupelo, Mississippi are empowered to act with respect to the care, management and control of municipal affairs and its properties for which no provision has been made by general law and which is not inconsistent with existing law pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority; and

WHEREAS, the Subject Property to be deemed surplus encompasses all structures lying and being partly in the Northwest corner of Lot Number 14 and part of Lot Number 13 in block “B” of said Revised Plat of Confederate Park Subdivision as same as recorded in Plat Book 2 at Page 29 of the Records of Maps and Plats on file in Office of the Chancery Clerk of Lee County, Mississippi and having been conveyed to the City of Tupelo by Warranty Deed from Ruble Landon West and Marie West dated the 18th of May, 2023 and on file in the office of the Chancery Clerk, Lee County, MS as instrument number 2023005692; and

WHEREAS, the Subject Property is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality; and

WHEREAS, it is the desire of the City of Tupelo to demolish the structure(s) located on the Subject Property for the proper municipal purpose of removing blighted conditions and to make the real property marketable for purchase.

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

1. The prefatory paragraphs of this Order are hereby found and determined to be in accordance with the necessary and warranted exercise of its authority regarding the care, management and control of real property, and is in the best interest of the health, safety and welfare of the citizens of the City of Tupelo.
2. The Subject Property and the structures thereon are not needed for governmental or related purposes of the municipality, and are hereby found to be declared surplus.
3. The Mayor and City Clerk are authorized to execute all documents necessary for the demolition of the structure(s) located on the Subject Property, subject to the provisions contained in Miss. Code Ann. § 31-7-13 (1972, as amended).

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

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

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

WHEREUPON, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 6th day of June, 2023.

CITY OF TUPELO, MISSISSIPPI

LYNN BRYAN, City Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

DATE



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE June 1, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE REZONING OF PARCEL 088N-33-029-03
DRB

Request: DRB

Review/Approve rezoning of Parcel 088N-33-029-03 from split zoning to MUCC in its entirety.

City of Tupelo
Planning Committee Meeting
May 1, 2023

Project: Rezoning Split Zone Parcel – Map Correction

Project Proposal Summary: City of Tupelo Department of Development Services proposes the rezoning of parcel 088N-33-029-03, currently Mixed Use Commercial Corridor (MUCC) and Medium Density Residential (MDR), to Mixed Use Commercial Corridor. The parcel's frontage is along South Veterans Street south of the intersection of Wilson Street in an existing commercial corridor developed area.

Planning Committee Action Required: Public Hearing to consider adoption or rejection of rezoning requested MUCC on Parcel 088N-33-029-03 City of Tupelo, MS. Approval requires decision to recommend rezoning approval, approval with contingencies, denial, or tabling.

Staff Recommendation: Staff recommends approval

Application Number:	RZ23-01	Application Type: Rezoning	
Parcel Numbers:	088N-33-029-03	Meeting Date: May 1, 2023	
Applicant:	Department of Development Services	City of Tupelo	
Location:	Unaddressed		
Purpose:	Correction of zoning map to split zoned parcel		
Present Zoning:	MUCC/MDR		
Existing Land Use:	Vacant		
Size of Property:	2.2 Acres		
Surrounding Land Use and Zoning:	East – residential fronting Canal, North – vacant, South – vacant and commercial, West – vacant A/O		
Future Land Use:	MUD		
Applicable Regulations:	Section 12.8, Zoning map changes		

Driving Directions

From the intersection of Main and I-45, continue East on Main Street. Turn south on South Veterans Blvd. At the intersection of Wilson St and S Veterans, continue south. Location is on the east side of Veterans before the Tupelo Veterinary Hospital.

Special Circumstances:

A preliminary development plan has been provided by the owner toward possible use of the parcel for Congregate Living 2. Licensing for the facility is required prior to submission of application for compatible use for Congregate Living 2. State licensing requirements of such a facility require Zoning Verification from the municipality. To correctly provide this verification, the City must correct the split zoning of the parcel to appropriate consider allowed commercial uses.

Development Code Section 12.8 Zoning Map Change Requirements: The proposal to rezone has been set forth by the Department of Development Services with a preliminary development plan presented by the owner. Development and/or site plans are not required for developments less than 5 acres.

All parcels proposed for rezoning must be approved first by the Planning Committee by a 2/3rd majority, followed by approval of the City Council.

A notice of this public hearing was published in the Daily Journal, April 15, 2023.

12.8.14. Written Recommendation and Review Criteria.

The Planning Committee shall provide a written recommendation regarding whether each proposed map change is consistent with the comprehensive plan and other applicable adopted plans. The recommendation shall be based on the reasons articulated by Committee members voting in the majority, and the recommendation shall be developed as determined in the Committee's Rules of Procedure. In addition to plan consistency, Committee members may also consider other matters deemed appropriate by the Committee, which may include but are not limited to:

- (1) Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood;
- (2) Suitability of the subject property for uses permitted by the current versus the proposed district;
- (3) Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the City; and
- (4) The availability of adequate school, road, parks, wastewater treatment, water supply and stormwater drainage facilities for the proposed use.

12.8.15. Action by the Governing Body.

Before taking action on a zoning map change request, the governing body shall consider any recommendations of the Planning Committee, Director of Development Services or designee, and of staff agencies, and shall conduct a public hearing where interested parties may be heard.

- (1) Notice and public hearing requirements shall be in accordance with Section 12.3, Notice and Public Hearings.
- (2) Continuances may be granted before action on the request.
- (3) Following the public hearing, the governing body may approve the request, deny the request, or send the request back to the Planning Committee for additional consideration.
- (4) In adopting or rejecting a zoning map change, the governing body shall adopt a statement describing whether its action is consistent with the Comprehensive Plan and why the action is reasonable and in the public interest. The governing body may adopt the statement furnished by staff or agencies, including but not limited to the Director of Development Services or the Planning Committee, or it may formulate its own statement.
- (5) The map change request approved by the governing body may include changes from the request presented. Changes to a development plan may be made upon the proffer by the applicant of such changes.
- (6) Approval of a petition gives the applicant the ability to proceed with any additional required approvals.

Comprehensive Development Plan Compliance (per Section 12.8.14):

- 1) Compatibility and conforming uses: Existing land uses in the immediate vicinity and future land use plans for South Veterans call for Mixed Use Commercial development

- 2) Suitability of proposal: South Veterans is able to support expansion of commercial development on the South with hopes to connect existing commercial development and the Itawamba Community College campus at the intersection of Eason and Veterans.
- 3) Balance of use and City demand: Split parcels considered for rezoning post 2008 are generally considered a mapping error from the Comprehensive Rezoning of 2008 which did not always follow parcel lines. Split parcel development complicates use approvals and may permit unwanted development that is not compatible on the same parcel or within the surrounding vicinity.
- 4) Availability of schools, roads, parks, wastewater treatment, water supply, and storm water drainage: City infrastructure and school district have sufficient capacity to support commercial development.

Proposed zoning changes are compatible with present zoning and conforming uses of nearby property and the character of surrounding neighborhoods. There is no direct conflict or violation of the comprehensive development plan.

Allowable Variances and Administrative Adjustments: None required

Final Recommendation: Staff recommends approval

CASE No: RZ23-01

Hearing: Mon 6pm 5/1/2023

Parcel: 088N-33-029-03

Location: South Veterans Drive

Applicant: City of Tupelo

**Zoning: Mixed Zone Parcel MUCC
and MDR**

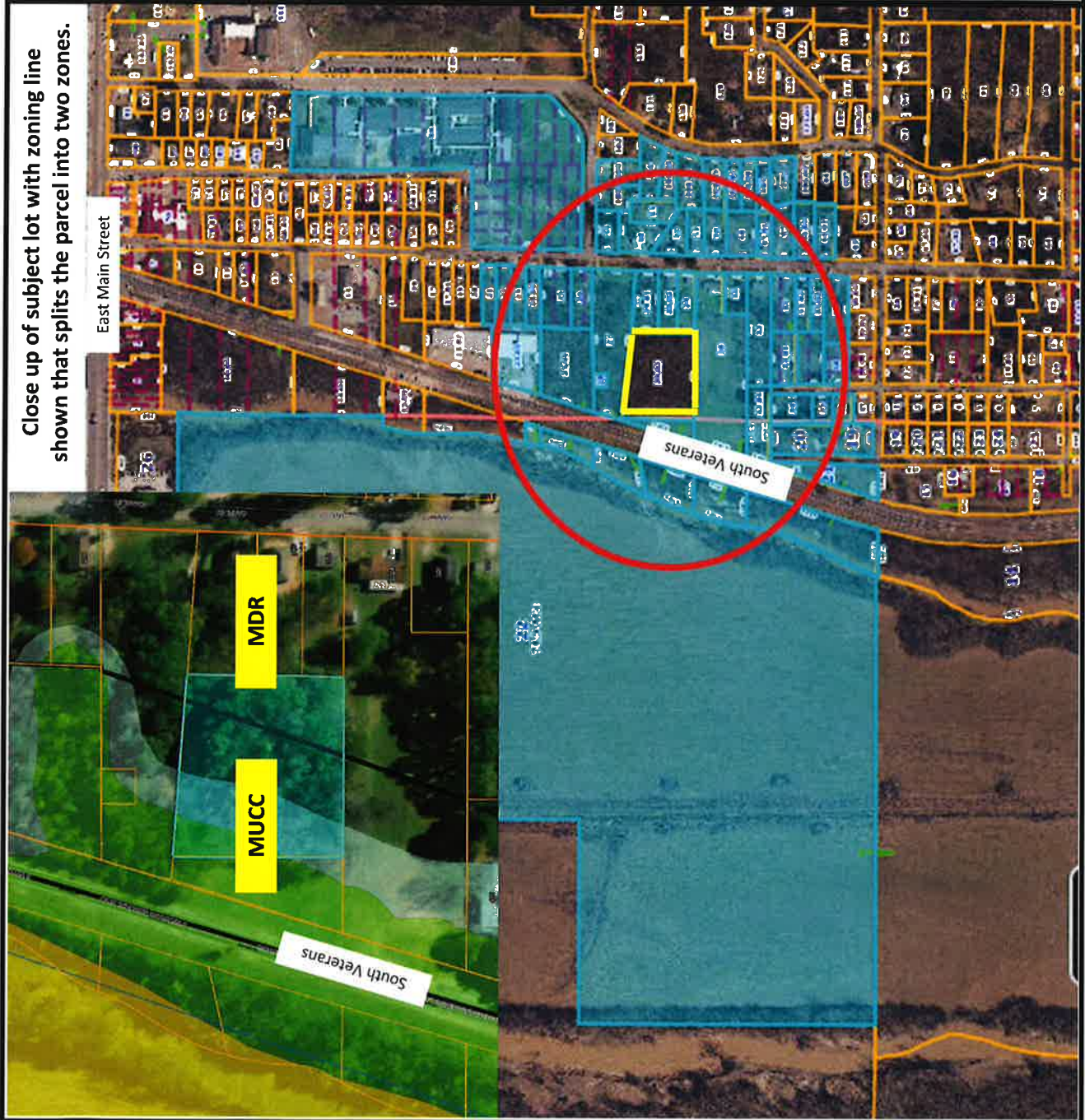
Ward : 5

Explanation:

Request to do a corrective rezoning for a parcel which has split zoning to MUCC on both the west and east portions of the parcel. When the comprehensive rezoning took place in 2013, an arbitrary line was drawn across this undeveloped parcel with the intent to correct the zoning when the parcel developed as either Commercial or Residential. This area is adjacent to South Veterans which has continued to develop as commercial. Only the east portion of the parcel in yellow will be rezoned to MUCC giving this parcel the same zoning for the entire lot. The adjacent parcels to the east off of Canal Street will remain Medium Density Residential.

The map to the top left shows the general neighborhood and the current zoning line. The areas within the red circle are the properties within the 500 foot notification boundary. The yellow area is the subject property that this application covers.

Close up of subject lot with zoning line shown that splits the parcel into two zones.



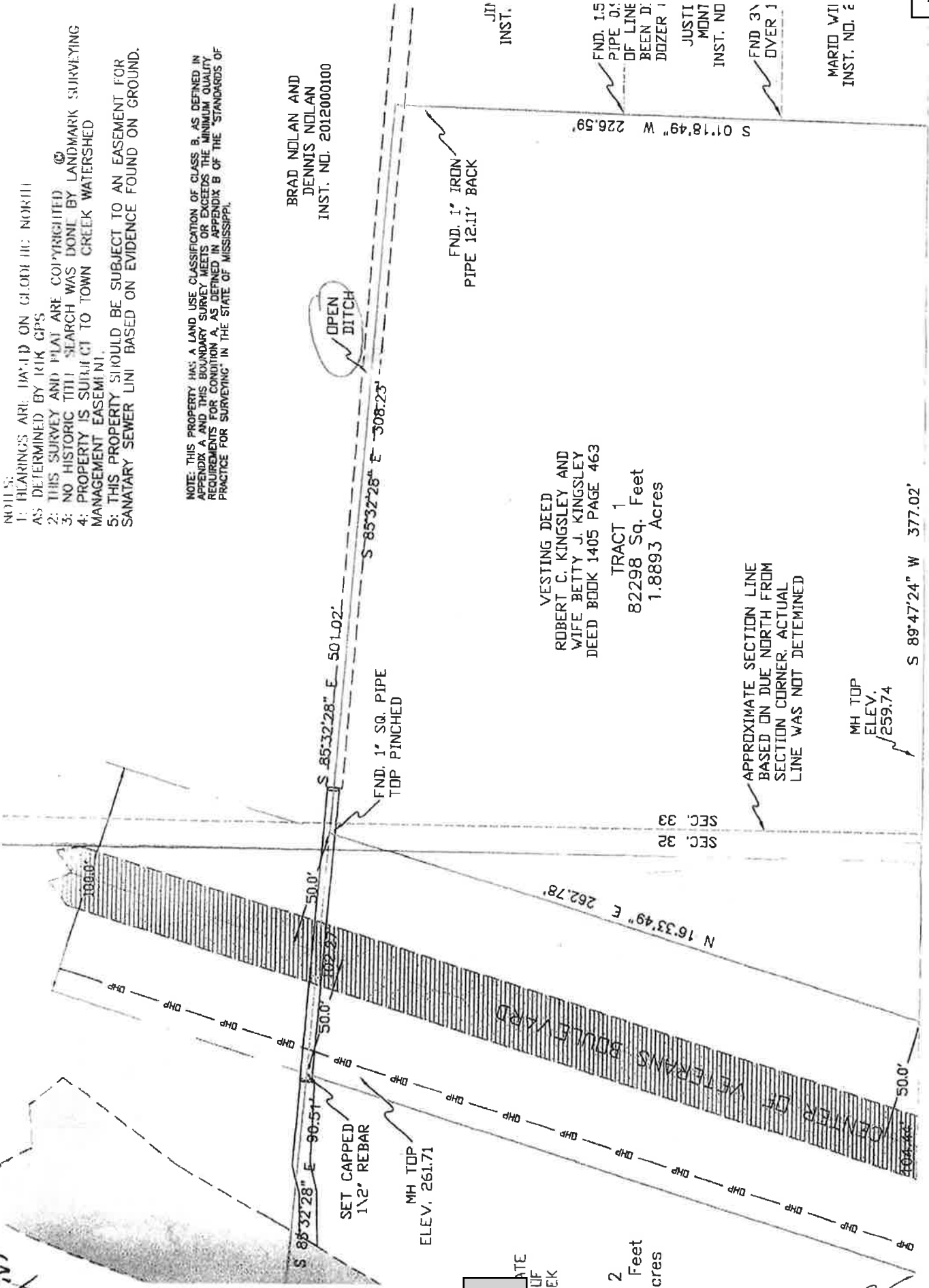
- NOTE: 5: BEARINGS ARE PLACED ON GROUND BY MONUMENTS AS DETERMINED BY TRIP GPS
- 1: THIS SURVEY AND PLAT ARE COPYRIGHTED
 - 2: NO HISTORIC TITLE SEARCH WAS DONE BY LANDMARK SURVEYING
 - 3: PROPERTY IS SUBJECT TO TOWN CREEK WATERSHED MANAGEMENT EASEMENT.
 - 4: THIS PROPERTY SHOULD BE SUBJECT TO AN EASEMENT FOR SANITARY SEWER LINE BASED ON EVIDENCE FOUND ON GROUND.

NOTE: THIS PROPERTY HAS A LAND USE CLASSIFICATION OF CLASS B, AS DEFINED IN APPENDIX A AND THIS BOUNDARY SURVEY MEETS OR EXCEEDS THE MINIMUM QUALITY REQUIREMENTS FOR CONDITION A, AS DEFINED IN APPENDIX B OF THE "STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI."

BRAD NOLAN AND DENNIS NOLAN
INST. NO. 2012000100

VESTING DEED
ROBERT C. KINGSLEY AND WIFE BETTY J. KINGSLEY
DEED BOOK 1405 PAGE 463
TRACT 1
82298 Sq. Feet
1.8893 Acres

MARION W. JUSTI
INST. NO. 2012000100



2 Feet
cres

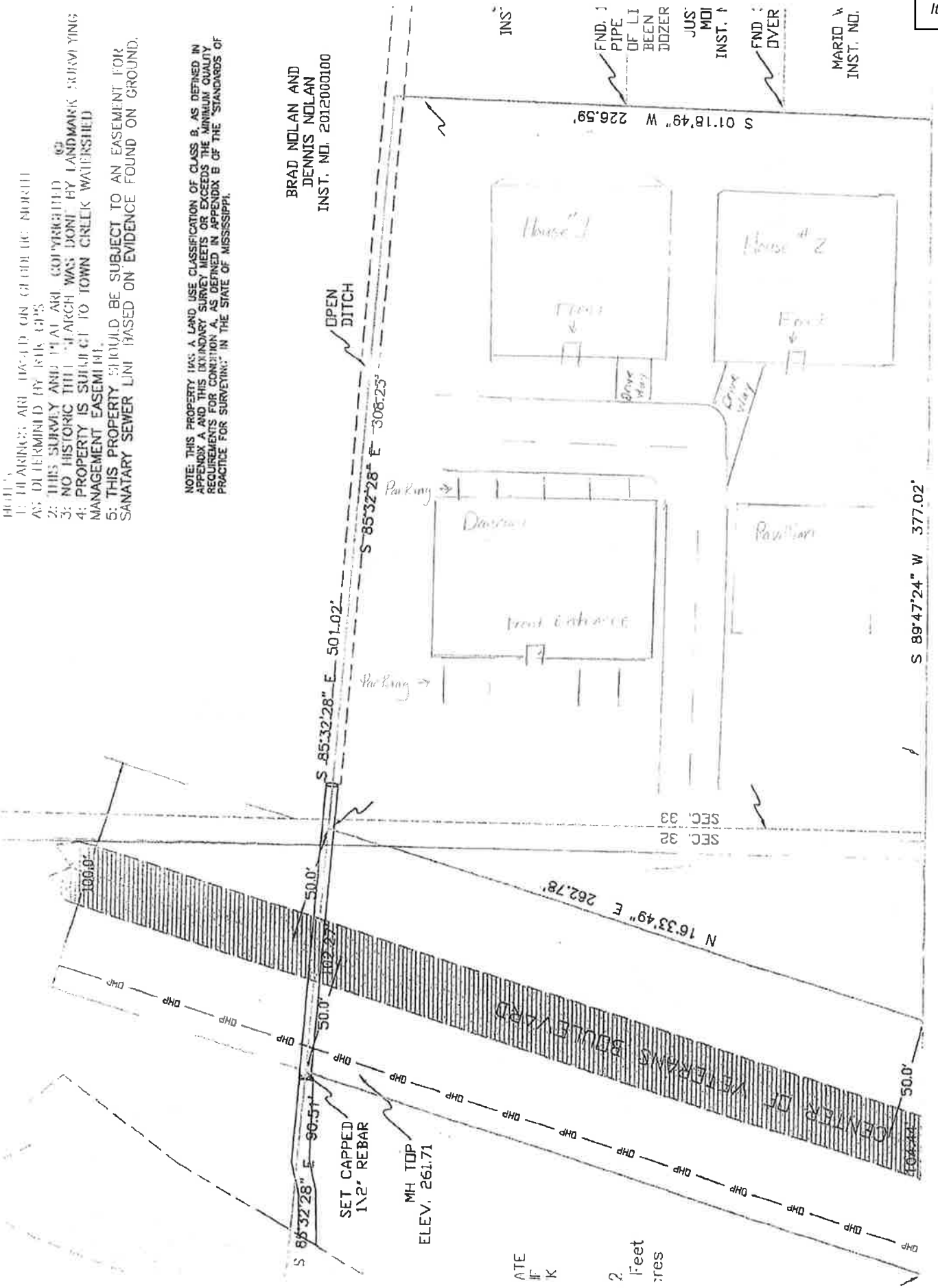
44-23

- 1: BEARINGS ARE BASED ON GRID LINE NORTH
- 2: AS DETERMINED BY THE GPS
- 3: THIS SURVEY AND PLAT ARE COPYRIGHTED
- 4: NO HISTORIC TITLE MARCH WAS DONE BY LANDMARK SURVEYING
- 5: PROPERTY IS SUBJECT TO TOWN CREEK WATERSHED MANAGEMENT EASEMENT
- 6: THIS PROPERTY SHOULD BE SUBJECT TO AN EASEMENT FOR SANITARY SEWER LINE BASED ON EVIDENCE FOUND ON GROUND.

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BRAD NOLAN AND DENNIS NOLAN
INST. NO. 2012000100

MARIO V. INST. NO.



DATE: 11/11/11
SCALE: 1" = 20' Feet

East

House 2

House 1

Driveway

Driveway

Parking

Day Care Center

New Street

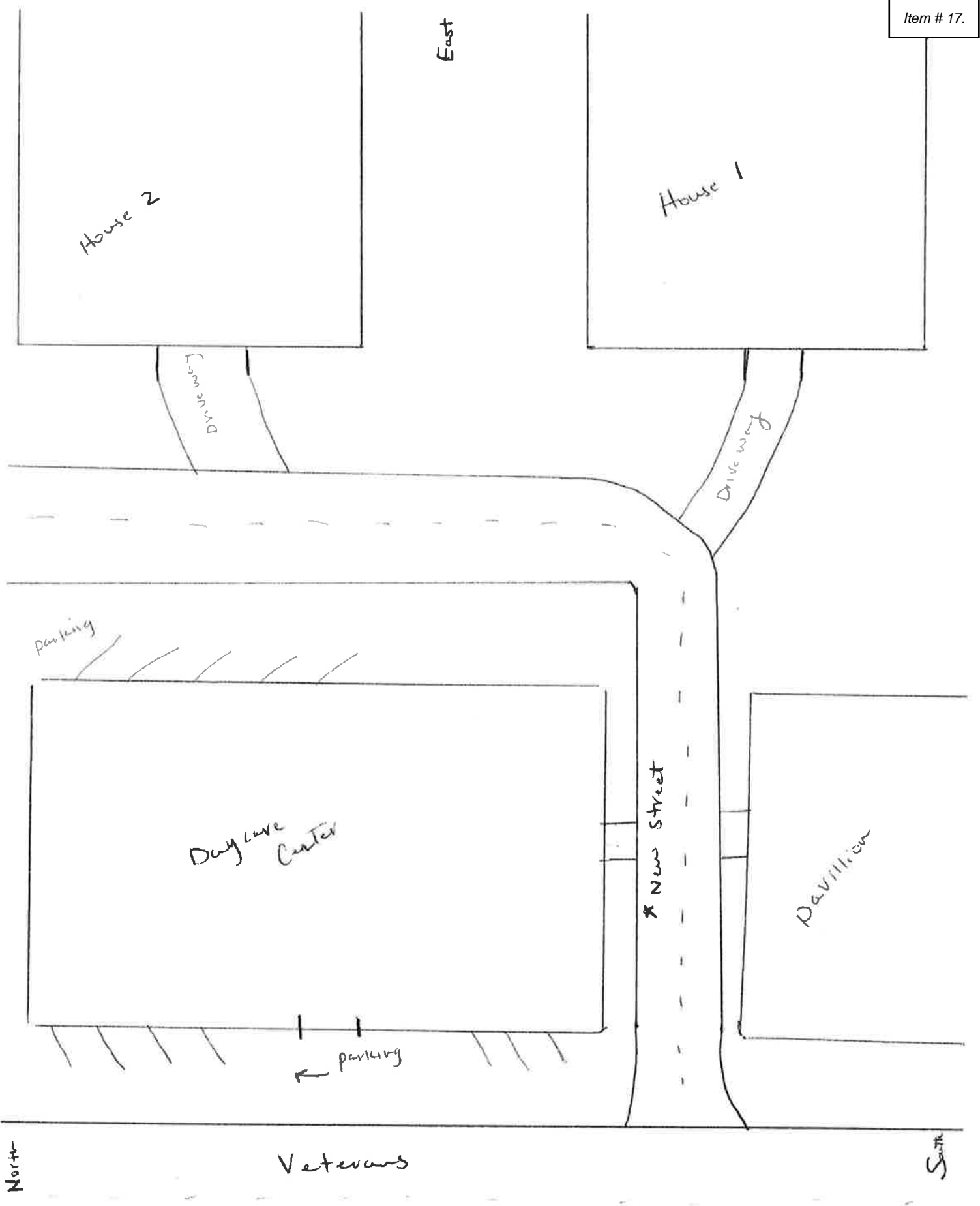
Driveway

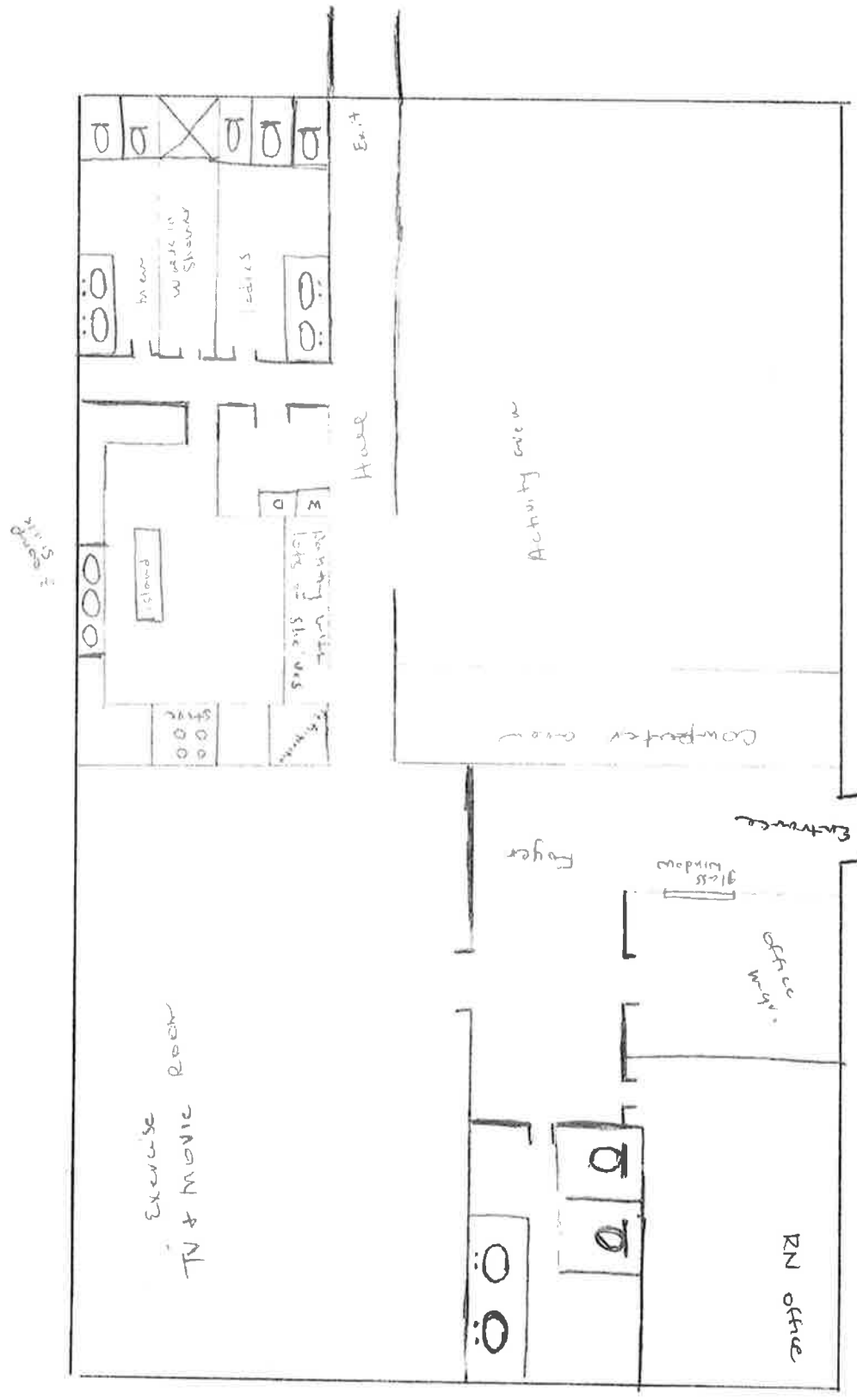
Parking

North

Veterans

South

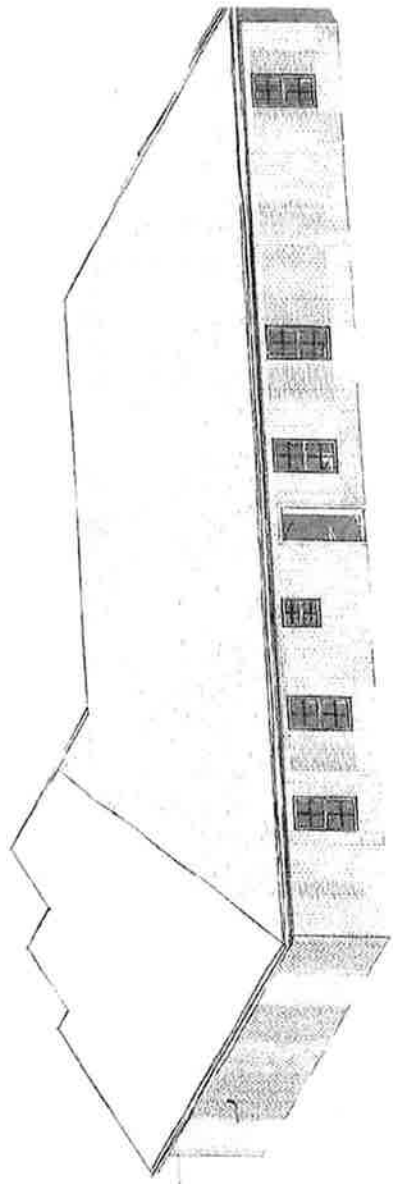
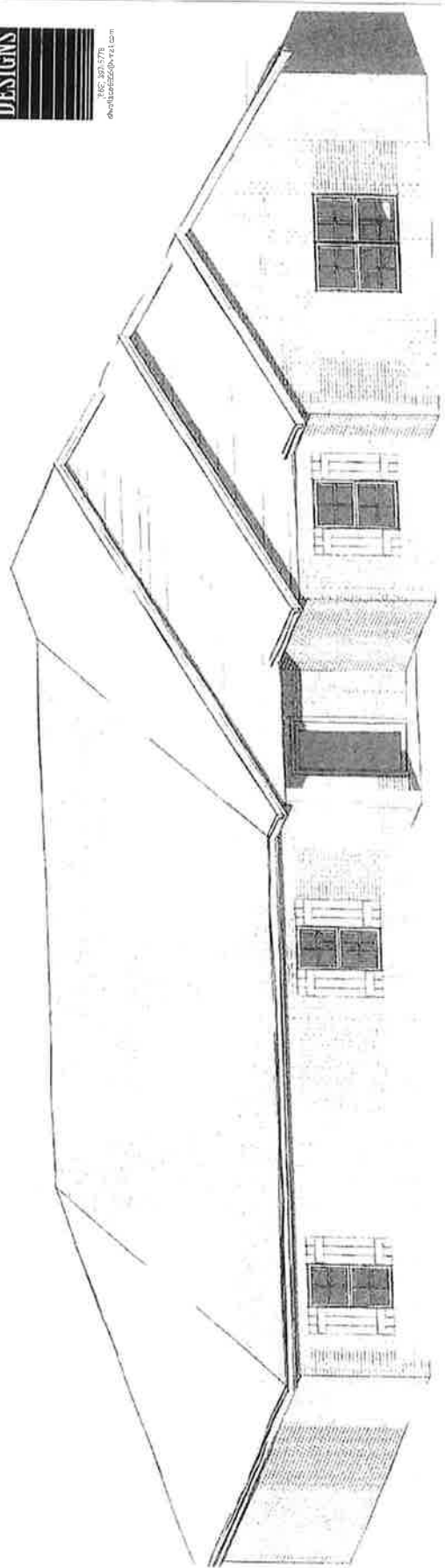




Daycare Center
 approx 2,000 sq ft



YOUNG CENTER



DRAWING INDEX

- A001 TITLE PAGE
- A101 LEVEL 1 FLOOR PLAN
- A201 ELEVATIONS
- A202 ELEVATIONS



1601 257 2771
shawn@swdesigns.com

SQUARE FEET
TOTAL HEATED / COOLED SQ. FT. 2,879

YOUNG CENTER

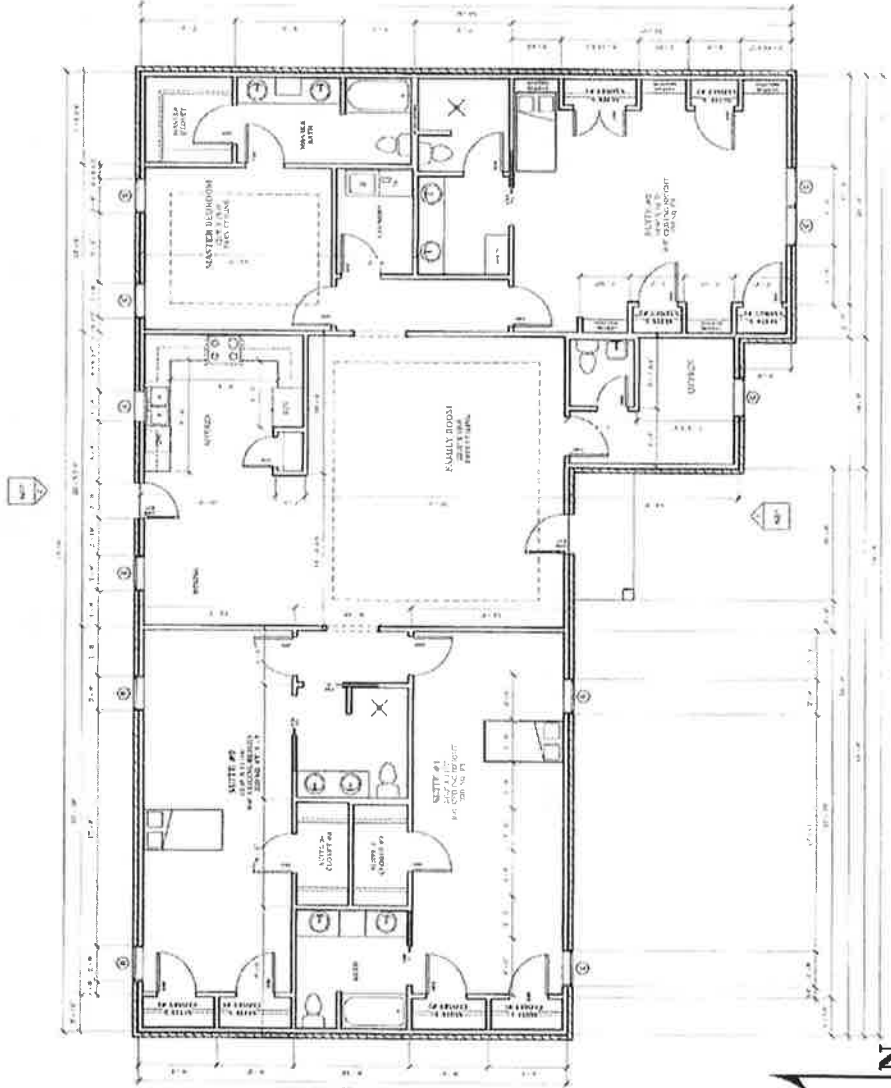
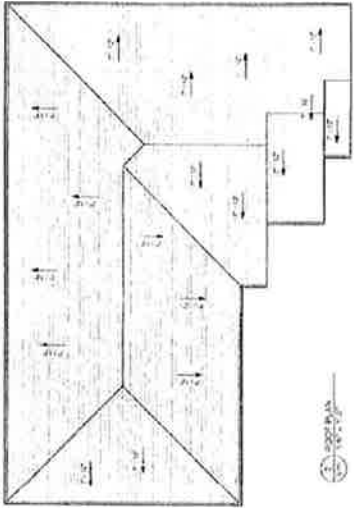
A101

10/22/19
Project No. 19-0001
Date 10/22/19

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Interior Schedule			
Layer	Thickness	Height	Quantity
SLAB	4" - 12"	12' 0"	1
CEILING	4" - 12"	12' 0"	1
WALL	4" - 12"	12' 0"	1
DOOR	4" - 12"	12' 0"	1
WINDOW	4" - 12"	12' 0"	1
GLASS	4" - 12"	12' 0"	1
INSULATION	4" - 12"	12' 0"	1
MECHANICAL	4" - 12"	12' 0"	1
FINISH	4" - 12"	12' 0"	1

Exterior Schedule			
Layer	Material	Quantity	Description
A	2" x 4" x 8" S.P.	1	
B	2" x 4" x 8" S.P.	1	
C	2" x 4" x 8" S.P.	1	



NOTES:
 1. VERIFY ALL DIMENSIONS & EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.
 2. VERIFY ALL DIMENSIONS, FINISHES, AND MATERIALS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.
 3. VERIFY ALL DIMENSIONS, FINISHES, AND MATERIALS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.
 4. VERIFY ALL DIMENSIONS, FINISHES, AND MATERIALS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.
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 9. VERIFY ALL DIMENSIONS, FINISHES, AND MATERIALS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.
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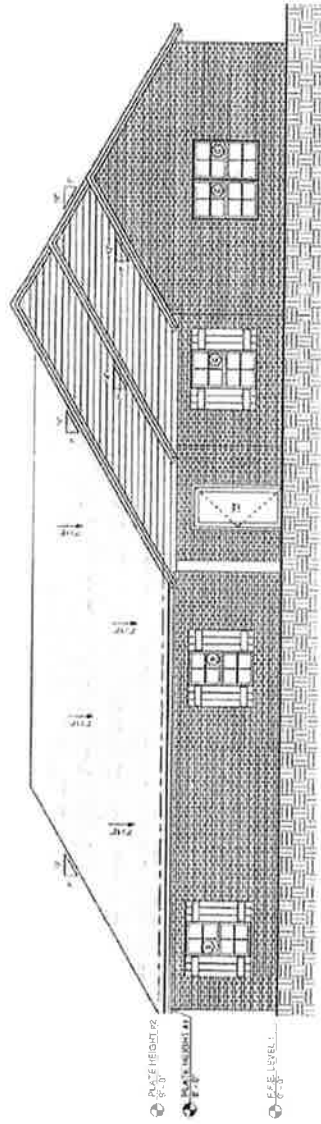
623.242.5778
www.shawywallacedesigns.com

YOUNG CENTER

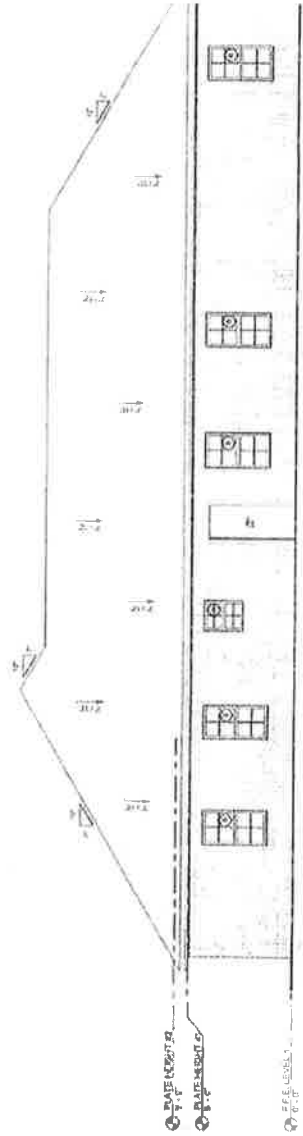
A201

Date: 10/20/11
Drawn by: Shawn Wallace
Checked by: Chris Lutz

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1/4" = 1'-0"



1/4" = 1'-0"

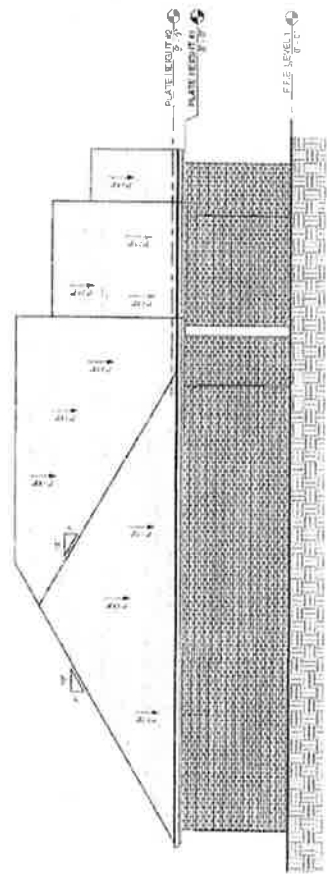
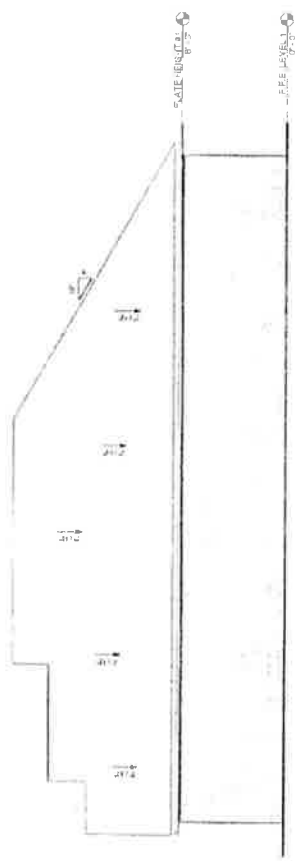


YOUNG CENTER

A202

Date: 11/22/18
Project: Young Center
Drawing: Foundation

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AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE May 26, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF CHANGE ORDER NO. 1 FOR NORTH VETERANS BLVD IMPROVEMENTS **DRB**

Request: DRB

See attached Change Order paperwork.

**NORTH VETERANS MEMORIAL
BOULEVARD IMPROVEMENTS
REESE STREET to HAMM STREET
CITY OF TUPELO, MISSISSIPPI**

CHANGE ORDER

Order No.: 1

Date: 05-25-2023

Agreement Date: 03-08-2023

Project: **NORTH VETERANS MEMORIAL BOULEVARD IMPROVEMENTS, REESE STREET to HAMM STREET**

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

Pay Item	Original Quantity	Revised Quantity	Unit Price	Total Change
22 – Class “B” Structural Concrete, Min. Str.	6 CY	4.5 CY	\$1,500.00	- \$2,250.00
27 – 30” HP Pipe	11 LF	91 LF	\$79.11	+ \$6,328.00
Add the following Pay Items				
56 – 48” Concrete FES	0 EA	1 EA	\$4,339.00	+ \$4,339.00
57 – Removal of Pipe (All Sizes)	0 LF	80 LF	\$20.00	<u>+\$1,600.00</u>
			Total Addition	+ \$10,017.00

Justification:

After the project had been awarded it was determined that the existing metal culvert driveway pipes at the dog park needed to be replaced. Since the project was paving these driveways it was determined that the pipes should be replaced now. Also during construction it was determined that a 48 inch concrete flared end section would work better to drain the existing area in front of the Aquatic Center than the slotted inlet which was originally planned for that area.

ORIGINAL CONTRACT PRICE	<u>\$1,814,124.47</u>
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	<u>\$1,814,124.47</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	<u>\$10,017.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	<u>\$1,824,141.47</u>

The CONTRACT TIME will be increased by 0 calendar days.

Approvals required:

Requested by (OWNER): _____

Recommended by (ENGINEER):  _____

Accepted by (CONTRACTOR): _____



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE May 24, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF CHANGE ORDER #2 FOR GUN CLUB ROAD IMPROVEMENTS **DRB**

Request: DRB

See attached information regarding Change Order #2 for Gun Club Road Improvements
Total increase will be \$4,829.00

**GUN CLUB ROAD IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI**

CHANGE ORDER

Order No.: 2

Date: May 23, 2023

Agreement Date: January 28, 2022

Project: **GUN CLUB ROAD IMPROVEMENTS**

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

Add the Following Pay Item	Original Quantity	Revised Quantity	Unit Price	Total Change
67 – Wood Fence and Gates	0 EA	1 EA	\$4,829.00	<u>+\$4,829.00</u>
			Total Addition	+ \$4,829.00

Justification:

As part of the agreement with the property owner who claimed to own portions of the existing roadway, approximately 245 feet of 2 rail treated pine fence with 4x6 posts and 2x6 rails are proposed to be installed along the north side of gun club road. This work will also include the removal of the existing tube gate and post and the installation of a new 24-foot gate opening with 2 new tube gates.

ORIGINAL CONTRACT PRICE \$1,131,541.31

CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER: \$1,250,587.50

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$4,829.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$1,255,416.50

The CONTRACT TIME will be increased by calendar days.

Approvals required:

Requested by (OWNER): _____

Recommended by (ENGINEER):  _____

Accepted by (CONTRACTOR): _____

Prepared by:

Return to: PREPARER

Stephen N. Reed
City Attorney
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802
(662) 840-2059

Lee County, MS

TO THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI: All lying and being in the parcel of land lying in the Southwest $\frac{1}{4}$ of Section 31, Township 9 South, Range 6 East, Lee County, Mississippi.

**QUITCLAIM OF PERMANENT RIGHT OF WAY
EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT**

**FROM: TOMICENE M. WILSON
FAMILY TRUST
1496 N GUN CLUB
TUPELO, MS 38801
TELEPHONE: (662) 680-9222**

**TO: CITY OF TUPELO, MS
P.O. BOX 1485
TUPELO, MS 38801
TELEPHONE: (662) 840-2059**

**DAVID W. WILSON FAMILY TRUST
1496 N GUN CLUB
TUPELO, MS 38801
TELEPHONE: (662) 680-9222**

**ROBERT L. WILSON
2800 WEST MAIN STREET
COTTAGE 101A
TUPELO, MS 38801
TELEPHONE: (662) 231-7790**

**DAVID W. WILSON
1496 N GUN CLUB
TUPELO, MS 38801
TELEPHONE: (662) 680-9222**

For and in consideration of the mutual consideration, benefits and covenants accruing to both parties, including the making of certain improvements to the Gun Club Road Right-of-Way in the city limits of Tupelo, Mississippi, the receipt and sufficiency of all of which is hereby acknowledged, **Tomicene M. Wilson Family Trust, Robert L. Wilson, Sr., Trustee of Tomicene M. Wilson Family Trust; David W. Wilson Family Trust, David W. Wilson, Trustee of David W. Wilson Family Trust; Robert L. Wilson, Sr., Individually; and David W. Wilson, Individually,** (Grantors), do hereby quitclaim unto the **City of Tupelo, Mississippi (Grantee)**, a permanent right of way easement and temporary construction easement along, over and across the following described real property situated in Lee County, Mississippi, identified in and located in the land records of the Chancery Clerk of Lee County, Mississippi, said property as depicted in "**Exhibit A**" attached hereto and more particularly described as follows:

See Exhibit "A"- north line of Gun Club Road from west property line east to Grantor's shop gate.

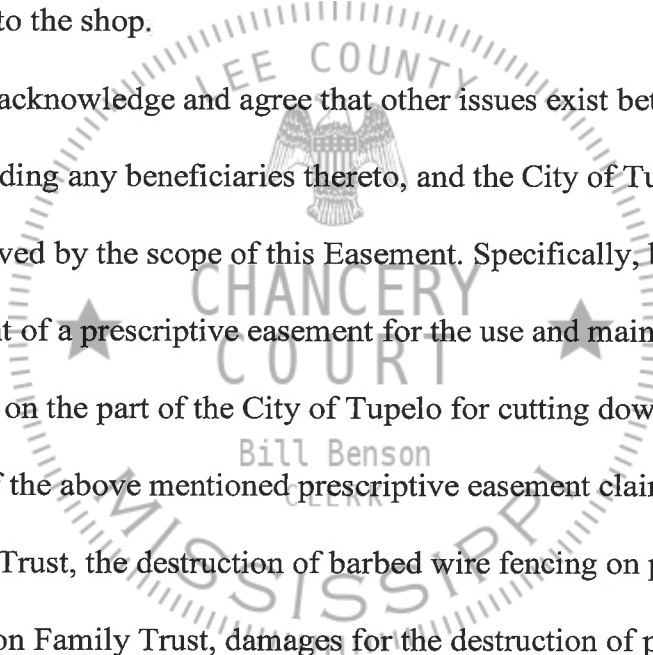
The location of the temporary construction easement is known to and agreed to by the parties, and it is further understood and agreed that the temporary construction easement granted herein shall terminate upon completion of the construction.

Grantee covenants that it will restore that part of Grantors' property comprising the temporary construction easement described above to substantially the same condition as existed prior to the construction, including adding curb and gutter; filling and sloping the

ground from back of curb on the North side of Gun Club Road to tie into Grantor's frontage, removing a bush, trimming the lower branches of a tree so as to permit work underneath, tying in the driveway to the house, removing the current standing section of barbed-wire fence between the Wilson driveway to the Wilson home and the driveway to the Wilson shop; replacing the barbed-wire fence with a wooden 2-rail fence with posts made of treated wood 4x6 posts and 2x6 rails held together with headlock bolts to line up with the shop gate; and removing the shop gate that is currently angled and straighten it to square it up with the road to the shop.

The parties acknowledge and agree that other issues exist between the Wilson Family Trust, including any beneficiaries thereto, and the City of Tupelo, Mississippi, which are not resolved by the scope of this Easement. Specifically, but not limited to, the existence and extent of a prescriptive easement for the use and maintenance by the public, the liability, if any, on the part of the City of Tupelo for cutting down or causing to cut down trees north of the above mentioned prescriptive easement claimed to be owned by the Wilson Family Trust, the destruction of barbed wire fencing on property claimed to be owned by the Wilson Family Trust, damages for the destruction of property, attorneys fees to the extent allowed by law, if any, as well as incidental and consequential damages related thereto.

IN WITNESS WHEREOF, Grantors and Grantee have executed this instrument on this, the ____ day of December, 2022.



Handwritten initials

TOMICENE M. WILSON FAMILY TRUST

BY: Robert L. Wilson, Sr.

ROBERT L. WILSON, SR., TRUSTEE

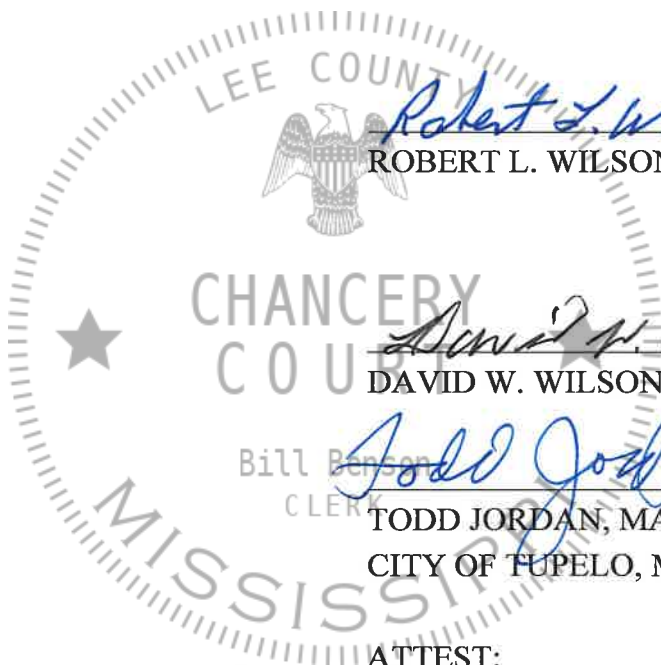
DAVID W. WILSON FAMILY TRUST

BY: David W. Wilson

DAVID W. WILSON, TRUSTEE

Robert L. Wilson

ROBERT L. WILSON, TRUSTEE



Robert L. Wilson, Sr.

ROBERT L. WILSON, SR., INDIVIDUALLY

David W. Wilson

DAVID W. WILSON, INDIVIDUALLY

Todd Jordan

TODD JORDAN, MAYOR
CITY OF TUPELO, MISSISSIPPI

ATTEST:

Kim Hanna

KIM HANNA, CITY CLERK

Parcel# 078D-27-007-00

STATE OF MISSISSIPPI

COUNTY OF Lee

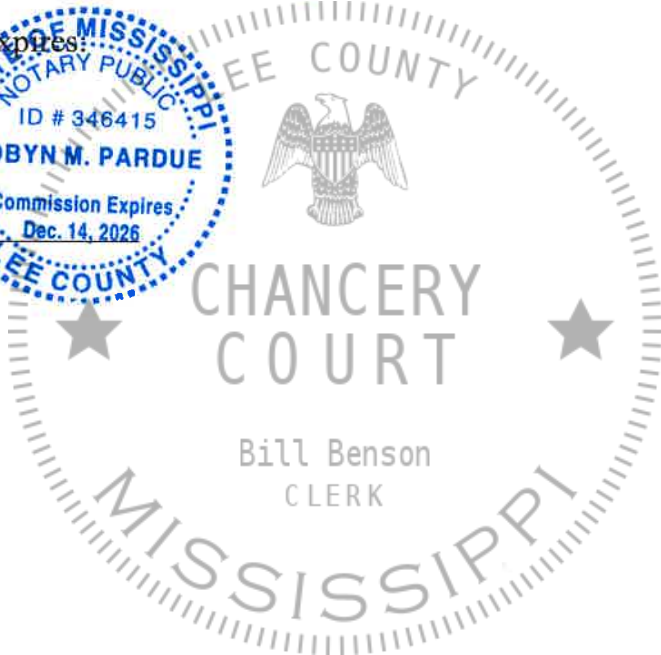
Personally appeared before me, the undersigned authority in and for said county and state on this 12/29/22 day of December, 2022 within my jurisdiction, the within named, Tomicene M. Wilson Family Trust, Robert L. Wilson, Sr., Trustee, (Grantor), who acknowledged that he signed, executed and delivered the above and foregoing instrument.

Robyn M. Pardue
NOTARY PUBLIC

My Commission Expires:



(SEAL)



STATE OF MISSISSIPPI

COUNTY OF Lee

Personally appeared before me, the undersigned authority in and for said county and state on this 29th day of December, 2022 within my jurisdiction, the within named, David W. Wilson Family Trust, David W. Wilson, Trustee and Robert L. Wilson, Trustee (Grantor), who acknowledged that they signed, executed and delivered the above and foregoing instrument.

Robyn M Pardue
NOTARY PUBLIC

My Commission Expires:

(SEAL)



Bill Benson
CLERK

STATE OF MISSISSIPPI

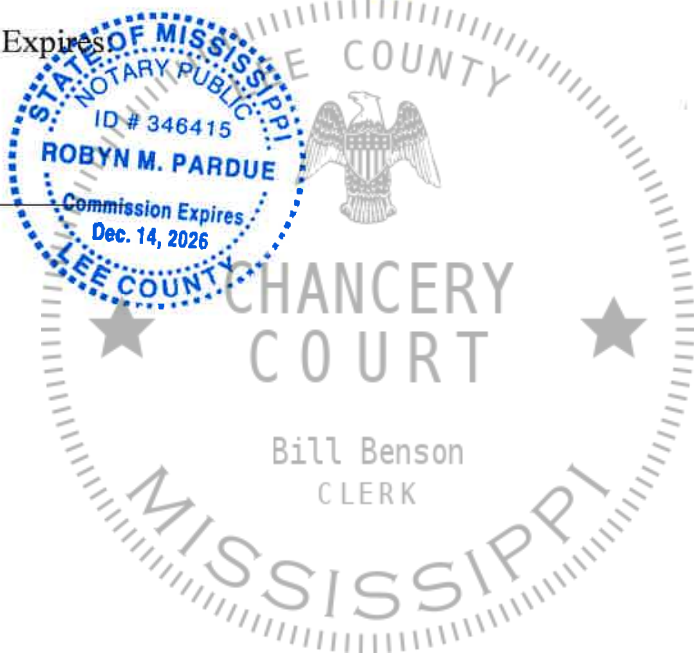
COUNTY OF Lee

Personally appeared before me, the undersigned authority in and for said county and state on this 29th day of December, 2022 within my jurisdiction, the within named, David W. Wilson, Individually, (Grantor), who acknowledged that he signed, executed and delivered the above and foregoing instrument.

Robyn M. Pardue
NOTARY PUBLIC

My Commission Expires

(SEAL)



STATE OF MISSISSIPPI

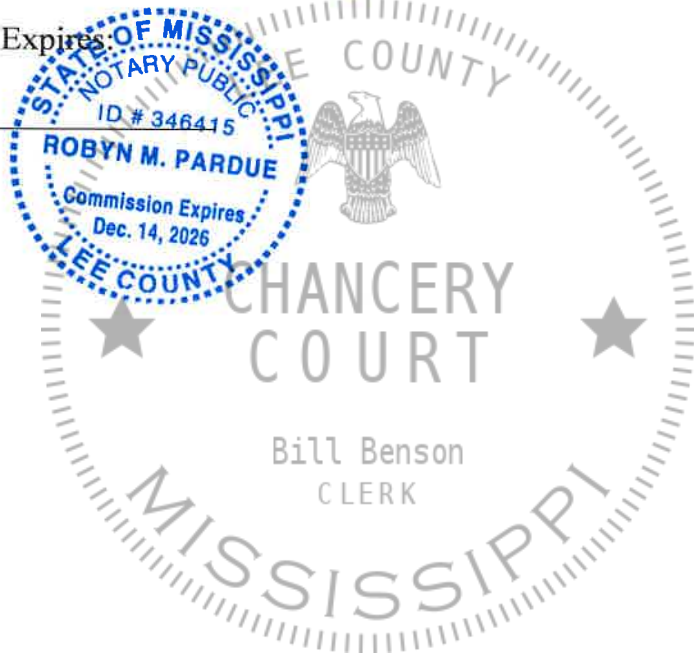
COUNTY OF Lee

Personally appeared before me, the undersigned authority in and for said county and state on this 29th day of December, 2022 within my jurisdiction, the within named, Robert L. Wilson, Sr., Individually, (Grantor), who acknowledged that he signed, executed and delivered the above and foregoing instrument.

Robyn M. Pardue
NOTARY PUBLIC

My Commission Expires:

(SEAL)



STATE OF MISSISSIPPI
COUNTY OF Lee

Personally appeared before me, the undersigned authority in and for said county and state on this 28 day of December, 2022 within my jurisdiction, the within named, Todd Jordan, Mayor and Kim Hanna City Clerk, on behalf of the City of Tupelo, Mississippi, (Grantee), who acknowledged that they signed, executed and delivered the above and foregoing instrument.

Stephen N. Reed
NOTARY PUBLIC

My Commission Expires:

July 7, 2026
(SEAL)





1311 N. VETERANS BLVD.
TUPELO MS 38804
TEL: 662.281.1111
FAX: 662.281.9004
100 WEST BAYVIEW LN
SUITE 200 BOX 811
PONTOTOC MS 38863
PHONE: 662.497.1333
FAX: 662.497.1333

PERFORMING CONTRACTOR'S EMPLOYMENT
**TOMICENE M WILSON &
DAVID W WILSON FAMILY
TRUST.**

OWNER:
CITY OF TUPELO
PROJECT NUMBER:

LOCATION:
SHEET 27, TYP. SET:

NO.	REVISION	DATE

DATE:
SCALE:
PROJECT NO.:

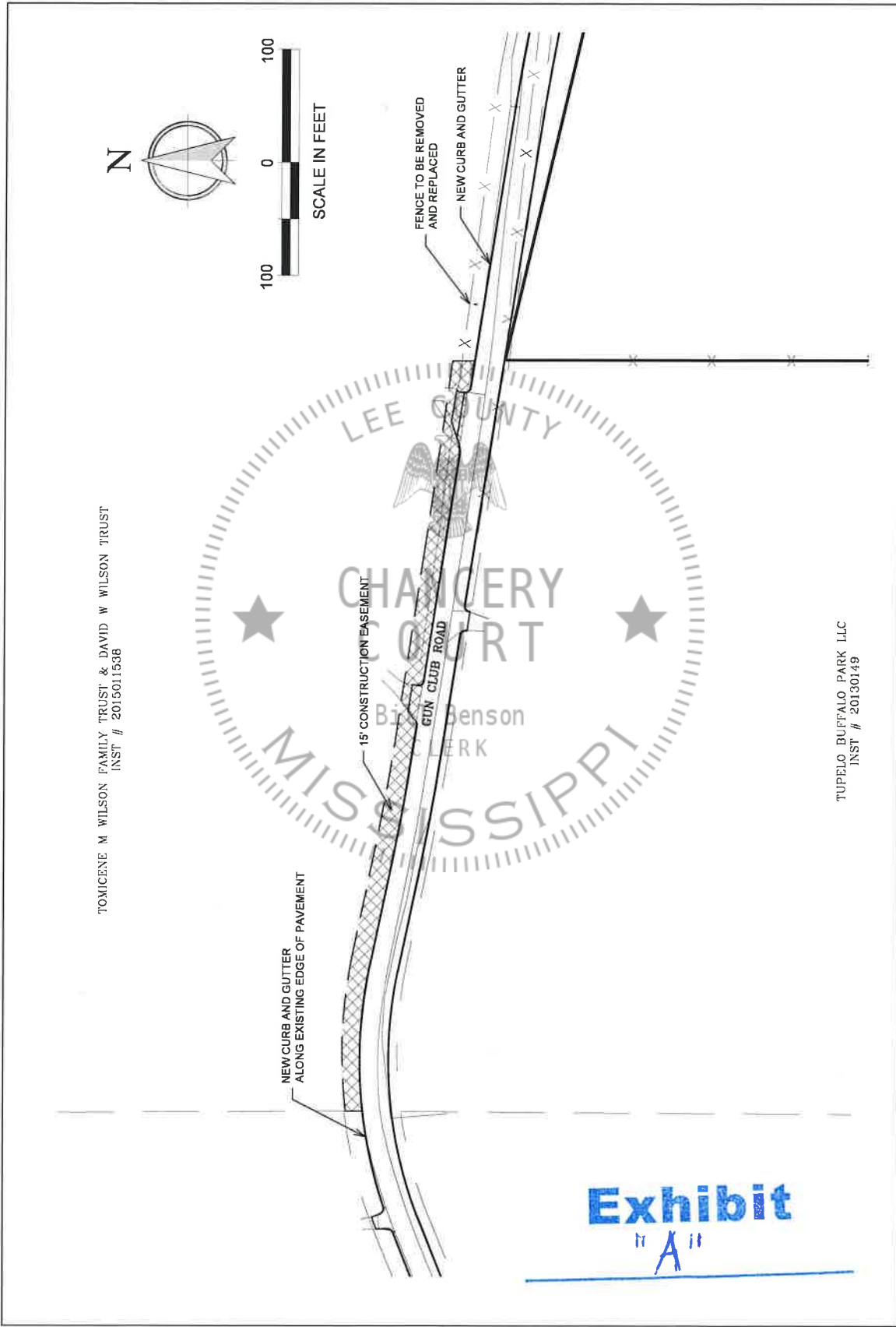
TTC-305

SHEET NUMBER

1 OF 1

TOMICENE M WILSON FAMILY TRUST & DAVID W WILSON TRUST
INST # 2015011538

TUPELO BUFFALO PARK LLC
INST # 20130149





AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE June 1, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF CHANGE ORDER NO. 1 FOR EASON BLVD IMPROVEMENTS **DRB**

Request: DRB

See attached Change Order paperwork.

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

CHANGE ORDER

Order No.: 1

Date: 05-31-2023

Agreement Date: 06-01-2022

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

OWNER: CITY OF TUPELO, MISSISSIPPI

The following changes are hereby made to the CONTRACT DOCUMENTS:

Add the following Pay Items	Original Quantity	Revised Quantity	Unit Price	Total Change
96 – Concrete Paved Ditch	0 CY	24 CY	\$850.00	+ \$20,400.00
97 – Wet Vac Excavation for Signal Foundation	0 Hours	16 Hours	\$549.19	+ \$8,787.00
		Total Addition		+ \$29,187.00

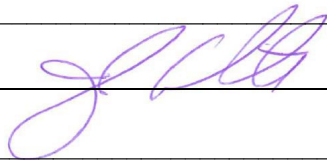
Justification:

After the project was under construction it was determined that the existing ditches along the southeast and southwest corners of the intersection of Eason and Brair Ridge Road are heavily eroded and will be difficult to maintain both now and in the future. The best way to control the erosion of these ditches will be to install a concrete paved ditch between the pipe culverts at the intersection and the existing driveway to the east and west. It was also determined during construction that the foundation for the proposed traffic signal mast arm in the Northwest corner of the intersection cannot be excavation by traditional methods without danger of damaging existing underground utilities. Therefore, wet vac excavation is required for this foundation.

ORIGINAL CONTRACT PRICE	<u>\$4,102,161.63</u>
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	<u>\$4,102,161.63</u>
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	<u>\$29,187.00</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	<u>\$4,131,348.63</u>
The CONTRACT TIME will be increased by <u>0</u> calendar days.	

Approvals required:

Requested by (OWNER): _____

Recommended by (ENGINEER):  _____

Accepted by (CONTRACTOR): _____



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: June 2, 2023
SUBJECT: IN THE MATTER OF REVIEW, APPROVE, REJECT, AWARD RFP 2023-021PD TO FUSUS

Request:

The Proposals were received by the deadline.

The RFP's were evaluated based on the following criteria: Capabilities, Technical Expertise, References, and Pricing.

Evaluation Team: David King, Robert Vail, Doug Mansell, Paul Hendrix, Stephen Reed, and Rosiland Barr.

After the evaluation process, it is the recommendation of the evaluation team that FUSUS be awarded RFP 2023-021PD. The grading sheet is on file in the Finance Department.



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE May 30, 2023
SUBJECT: IN THE MATTER OF AGREEMENT WITH FUSUS **JQ**

Request:

Please accept this letter of request for the Service Agreement Proposal between Fusus and the Tupelo Police Department with the Mandatory Addendum.



May 12, 2023

Chief John Quaka
 Tupelo Police Department
 400 North Front Street
 Tupelo, MS 38804

Subject: Service Agreement Proposal

Dear Chief Quaka,

Fūsus is honored that the Tupelo Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for sixty (60) months.

1. Initial Scope of Work: The following fūsus Pro Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fūsusONE™: Initial setup, access and training of users to include up to 500 data points and 500 public/private video feeds
 - b. fūsusCORE™: Installation and setup of:
 - i. Fifteen (15) fūsusCORE Pro™ Appliances
 - ii. One (1) fūsusCORE Elite AI™ Appliances
 - c. fūsusREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fūsusVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 5TB of videos and still images captured via the fūsusONE™ platform
 - e. fūsusOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fūsusTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
 - g. fūsusNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
 - h. fūsusAlert™: Implementation of our iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
 - i. fūsusANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
 - j. fūsusCONNECT Call-Out: One (1) month fūsus call-out to businesses within the jurisdiction to assist with camera registration and integration

- k. fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
- l. fūsusINCIDENT™: Implementation of the Fūsus Situational Awareness system for bi-directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices
- m. fūsusLIVELINK™: Provision of a live link system which allows 911 callers to initiate a camera stream in the event of an emergency to the Department, along with a one-to-many methodology for secure and encrypted responder-group sharing during an emergency
- n. fūsusOVERWATCH: Allows users the ability to track vehicles and people from one camera to another
- o. Remote Configuration of fūsus Core(s)
- p. Integration of all current and future video feeds
- q. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

a. Payment 1: Due Upon Contract Signing	\$100,000
b. Payment 2: Due Upon 1 st Anniversary of Contract Signing	\$100,000
c. Payment 3: Due Upon 2 nd Anniversary of Contract Signing	\$100,000
d. Payment 4: Due Upon 3 rd Anniversary of Contract Signing	\$100,000
e. Payment 5: Due Upon 4 th Anniversary of Contract Signing	\$100,000

Invoices for payments 2, 3, 4 and 5 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances may be purchased for the following per unit price schedule.

a. CORE Lite:	\$200/each
b. CORE Lite Extended:	\$300/each
c. CORE Pro:	\$600/each
d. CORE Pro Extended:	\$1,000/each
e. CORE Elite:	\$4,000/each
f. CORE Elite AI:	\$5,000/each

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fūsusONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fūsusOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s for live video sharing will be required for each CORE location.

5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service V08.30.2022 found at <https://www.fusus.com/fusus-terms-of-service>.

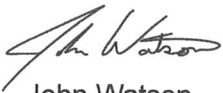
The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

6. Addenda:

The terms of the Mandatory Addendum to City of Tupelo Contracts is attached hereto as "Exhibit A." The terms of said addendum are agreed to by the parties and shall be incorporated fully herein.

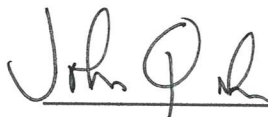
We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fusus.com.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature):



By (Print Name/Title):

John Quake Chief

Date

5/24/23

EXHIBIT "A"

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

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

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

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

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

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

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

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

Miss. Code Anno. 21-27-1

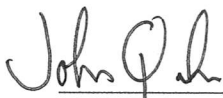
- 19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.

MS AG Ops. 2012-00013

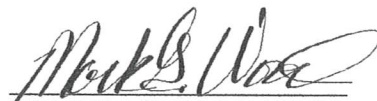
- 20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the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

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

Acknowledged and agreed:



 TUPELO
 Date: 5/24/23



 CONTRACTING PARTY
 Date: May 23, 2023



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE May 30, 2023
SUBJECT: IN THE MATTER OF SURPLUSING 3 VEHICLES TO AIRPORT **JQ**

Request:

Please accept this letter of request to surplus a 2007 Ford CV Vin#2FAFP71W77X149010 asset # 12804, a 2009 Ford CV Vin#2FAHP71VX9X121401 asset #14614, and a 2001 Dodge Ram Pickup Vin#1B7HC16YX1S735197 to the Tupelo Airport Authority. The Tupelo Airport has requested these vehicles to assist with their patrol fleet and a service vehicle. These vehicles have reached their life expectancy for TPD and are no longer being used by the Tupelo Police Department.



AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief of Police

DATE May 24, 2023

SUBJECT: IN THE MATTER OF AMENDMENT OF OFFICER LISTS FOR SPECIAL POLICE DETAILS FOR AMERICAN FAMILY ASSOCIATION (AFA), BARNES CROSSING MALL AND CADENCE BANK ARENA.

Request:

I REQUEST THE APPROVAL OF THE UPDATED FULL-TIME OFFICER LIST AND RESERVE OFFICER LIST FOR SPECIAL POLICE DETAIL FOR AMERICAN FAMILY ASSOCIATION, BARNES CROSSING MALL AND CADENCE BANK ARENA.



Tupelo Police Department

Chief John Quaka

Item # 24.

To: Mayor Todd Jordan & COO Don Lewis
CC: Council Members
Fr: Chief John Quaka
Dt: June 1, 2023
Re: Special Police Detail – American Family Association

Ladies and Gentlemen:

I respectfully request that you approve the amended list of Tupelo Police Officers & Reserve Officers to be able to wear Police uniform and to have proper city issued equipment for help with security and deterrent for the American Family Association. Liability and the fee for the officer's detail will come from AFA. Please see attached lists of Officers.

Sincerely,

John Quaka
Chief of Police



Tupelo Police Department

Chief John Quaka

Item # 24.

To: Mayor Todd Jordan & COO Don Lewis
CC: Council Members
Fr: Chief John Quaka
Dt: June 1, 2023
Re: Special Police Detail – Cadence Bank Arena

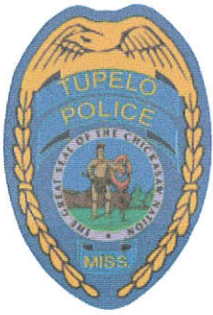
Ladies and Gentlemen:

I respectfully request that you approve the amended list of Tupelo Police Officers & Reserve Officers to be able to wear Police uniform and to have proper city issued equipment for help with security and determent for the Cadence Bank Arena. Liability and the fee for the officer's detail will come from the Arena. Please see attached updated list of Full –Time and Reserve Officers.

Sincerely,

A handwritten signature in blue ink that reads 'John Quaka'.

John Quaka
Chief of Police



Tupelo Police Department

Chief John Quaka

Item # 24.

To: Mayor Todd Jordan & COO Don Lewis
CC: Council Members
Fr: Chief John Quaka
Dt: June 1, 2023
Re: Special Police Detail – Barnes Crossing Mall

Ladies and Gentlemen:

I respectfully request that you approved the amended list of Tupelo Police Officers & Reserve Officers to be able to wear Police uniform and to have proper city issued equipment for help with security and deterrent for the Barnes Crossing Mall. Liability and the fee for the officer's detail will come from the Barnes Crossing Mall. Please see attached updated list of Full-Time and Reserve Officers.

Sincerely,

A handwritten signature in blue ink that reads 'John Quaka'.

John Quaka
Chief of Police

TPD Full-Time Officer List

Item # 24.

- | | |
|----------------------------|-------------------------------|
| 1 Bell, Samuel | 53 Merrill, Adam |
| 2 Bell, Travis | 54 Miller, Joshua |
| 3 Berryman, Keylon Zackary | 55 Miller, L'Brien |
| 4 Bowens, Michael | 56 Mills, Kaleb |
| 5 Bramlett, Brett "Colton" | 57 Montgomery, Jeremy |
| 6 Brown, Christopher | 58 Moore, Austin Tyler |
| 7 Brown, Jeffery | 59 Moss, Jacob |
| 8 Burnley, Shelby | 60 Naron, Christopher Neil |
| 9 Burress, Devin Blake | 61 Noe, Roy |
| 10 Caldwell, Joshua | 62 Parker Jr., Kevin |
| 11 Callahan, James | 63 Payne, Noah |
| 12 Carter, Jessica | 64 Price, Jon |
| 13 Chavers, Alan | 65 Quaka, John |
| 14 Clark, John | 66 Ramirez Jr., Heriberto |
| 15 Cook, Tyler | 67 Ray, George |
| 16 Cunningham, Mitchell | 68 Reed, Marcus |
| 17 Davidson, Jarret | 69 Sadler, Jereard |
| 18 Davis, Jerry | 70 Sanford, James Adam |
| 19 Doss, Stephanie Nicole | 71 Scott, Derek |
| 20 Edmondson, Braxton | 72 Senter, Christopher Austin |
| 21 Ewing, Dylan | 73 Senter, Joseph |
| 22 Farris, Peyton | 74 Shea, James |
| 23 Finney, Greg | 75 Sheffield, Nathan |
| 24 Floyd, William Scott | 76 Shepherd, Daniel |
| 25 Forman, Jacob | 77 Simmons, Christopher Seth |
| 26 Forrester, Chris | 78 Smith, Bethany |
| 27 Franklin, Richard | 79 Smith, Parker |
| 28 Gazaway, Myles | 80 Styles, Lauren |
| 29 Gordan, Bradley | 81 Summerlin, Michael |
| 30 Griffin, Jeffery | 82 Tallant, Cameron |
| 31 Hannon, Evan | 83 Thompson, Jared |
| 32 Harvey, Charles | 84 Thornton, Brenton |
| 33 Harville, David | 85 Thrasher, Preston |
| 34 Hayes, Christian | 86 Tubbs, Ahmad |
| 35 Hendrix, Robert Paul | 87 Tucker, Brandon |
| 36 Henson, Jason | 88 Tutor, Dustin |
| 37 Hill, Anthony | 89 Tyra, Elijah |
| 38 Iglesias Marcado, Karlo | 90 Uhiren, Benjamin |
| 39 Johnson, Jonathan | 91 Vail, Robert |
| 40 Johnson, Patrick | 92 Veal, Hal |
| 41 Jones, Cameron | 93 Voicu, Victor |
| 42 Jumper, Cassidy | 94 Walker, Ambrose |
| 43 Kimbrough, Christopher | 95 Ware, Justin |
| 44 Kloac, James Weston | 96 Washington, Tye |
| 45 Lee, Joshua | 97 Weaver, Thomas |
| 46 Macon, Lemadrick | 98 Webb II, Dean Justin |
| 47 Mansell, Douglas | 99 White, Katarsha |
| 48 Manning, Davis | 100 Whitaker, Mark |
| 49 Marshall Jr., James | 101 Whitlock, Jacob |
| 50 Mask, Marty | 102 Wilkerson, Walter |
| 51 McDougald, Charles | ay, Christopher |
| 52 McRee, David | ight, Nathan |

TPD Reserve Officer List

Item # 24.

- 1 Bearden, Dean
- 2 Blanton, Len
- 3 Conrad, Stewart
- 4 Gibens, Michael Eric
- 5 Jackson, John
- 6 Johnson, Patrick
- 7 King, James
- 8 Kingsley, Randy
- 9 Madlock, Charles
- 10 Magers, Sylvia Dawn
- 11 McClain, Mike
- 12 Nesmith, Bill
- 13 Parker Sr., Kevin
- 14 Richey, Sean
- 15 Sanford, Terry
- 16 Sumner, Charles
- 17 Watkins, Sennett Connor
- 18 Williams, Michael



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: June 1, 2023
SUBJECT: IN THE MATTER OF SURPLUSING K9 PACO

Request:

Please accept this letter of request to surplus K9 Paco from The City of Tupelo Assets, to Mason's K9 Academy. This K9 is no longer useful to The Tupelo Police Department.

Gretchen Ganas, DVM

1411 Coley Rd

Tupelo, MS 38801

May 24, 2023

To Whom It May Concern:

I have been Paco, TPD's working K9, primary care veterinarian for the last several years. He has been a joy to work with and care for during that time. Paco has never given any concern to myself or my workers as to being a bite hazard. He has always allowed unrestrained examinations and treatments to be performed within reason.

I was shocked and saddened to hear of his recent incident with his handler Officer Tutor. Officer Tutor has always been proud to share stories of Paco's accomplishments in his working career. For Paco to suddenly turn on his handler is incredibly concerning. My understanding is that Paco would not release when directed after the initial bite.

Due to Paco's sudden turn of unpredictable behavior, I believe he is a danger to his handler and the community. Paco's prey nature and training also make it impossible to rehome him or retire him for fear that he would act out again in a violent manner.

I am heartbroken to recommend that K9 Paco be humanely euthanized as soon as possible. If Paco is kenneled for a significant period of time without being able to work, it will likely result in new or worsening aggressive behaviors.

Respectfully,

Gretchen Ganas, DVM



Senatobia Police Department

114 North Center Street
Senatobia, Mississippi 38668

Richard Chandler
Chief of Police

Off: (662) 562-5643
Fax: (662) 560-0355

Matt Defore
Asst. Chief

May 24, 2023

Chief Quaka,

To begin, my name is Richard Chandler. I am the Chief of Police for the Senatobia Police Department since January of 2020. Prior to that, I worked for the Southaven Police Department holding several different titles including K-9 Handler, Trainer, and Commander. I am a certified K-9 Instructor with the state of Mississippi and certifying official for several nationally recognized organizations. I am also a recognized expert witness regarding the use of police K-9s.

I have participated in the training of several Tupelo PD k-9 Teams over the last several years. I have also trained and certified several hundred K-9 teams throughout the last 15 years.

My knowledge of the incident:

I spoke with Corporal Tutor on Sunday May 21st regarding a K-9 Deployment with his partner Paco. Corporal Tutor advised me that he was on a hot track with his partner for a suspect and was led to a back yard that had a raised porch with decorative lattice around the bottom of it. Corporal Tutor advised that he believed his partner was in strong odor (Paco was spinning in a defined area around near the porch and then laid down) This is commonly referred to as a change in behavior by the K-9 and an indicator that a suspect or evidence may be close. At this time Corporal Tutor received a phone call from another supervisor on the original scene. The supervisor was giving him important information regarding the circumstances of the alleged crime that the suspect committed. Corporal Tutor paused his search to determine whether to continue with his partner.

Corporal Tutor then advised me after speaking with the supervisor for a period of time, Paco raised from the down position and engaged him in the crotch with a bite. Corporal Tutor then advised that K-9 Paco ignored repeated commands to stop biting him. Corporal Tutor attempted to use several common techniques to make Paco disengage without success. Corporal Tutor worked his thumb and eventually his hand into Paco's mouth to force him to release his bite on him. Once Paco transitioned to Corporal Tutor's

hand and wrist, he was able to get him to release his bite and put him in his patrol vehicle. Corporal Tutor then received medical attention.

Why did Paco bite Corporal Tutor in the specific area (crotch)?

It is well documented that pack-animals in a pack or hunting group (wolves, lions, etc..) is an ever-evolving hierarchy. Younger males will challenge the authority of older alpha males in combat at certain times. This is the same with what we consider domesticated K-9s and certainly with working K-9s trained to hunt for and to apprehend human beings.

It is not uncommon for a handler to be nipped by their partner early in their training. It is also common for it to happen at times during stressful scenarios and sometimes after a hard correction. These nips can be attributed to them learning their role in the hierarchy, or a self-preservation act by the K-9. A full attack by the K-9 to the genitalia specifically is a sign that Paco was attempting to eliminate the established alpha male, Corporal Tutor. It is well documented that some more aggressive animals will mutilate the genitalia of another male to ensure their continued dominance in the pack.

With the majority of working dogs in the police and military field, the working dogs understand their roles as subservient to the actual human handler in charge of them. However, there are several documented instances of working dogs that have tried to “take control” of the hierarchy between handler and K-9. In some situations, this issue can be resolved through training depending on the skill set of the handler / trainer and the trainability of the K-9. The K-9 must have ingrained traits and instincts that help it to understand and accept its role in the hierarchy. The K-9 must also have the “mentality” to accept this training which can be affected by his experiences throughout the K-9’s career.

I believe that the biggest contributing factor in Paco’s case is the number of traumatizing events that he has experienced. Corporal Tutor and K-9 Paco to my understanding have experienced several events that would lead to Paco having a hypersensitization to stress and rapidly evolving situations that would cause his behavior to be unpredictable in the future. It is well documented that military K-9s have been declared unfit to perform from traumatic events in their past. This is true for police K-9s as well. While not all of these documented instances resulted in the handler being attacked, it does happen.

What is the best action to take with Paco?

After analyzing the information given to me, it is my determination that K-9 Paco is unfit for duty. I also believe that the best course of action is the immediate euthanizing of K-9 Paco. It would be unrealistic to believe that a dog with this level of training and skill to be given to someone as a pet or to pass on this potential danger to another department.

I would also add that this should not be a reflection of the training that Paco received under Corporal Tutor and other trainers. I have observed Corporal Tutor’s training methods and discussed his training on multiple occasions. I have certified Corporal Tutor and Paco, and others in the Tupelo K-9 Unit. The Tupelo Police Department has a top-notch K-9 Unit under Corporal Tutor and should not be judged on this particular outlier that has many contributing factors as a result of serving the citizens of Tupelo.

Please contact me if I can be of further help.

Respectfully,

Richard Chandler
Chief of Police
Senatobia Police Department
(662)562-5643
rhandler@cityofsenatobiams.gov



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: June 2, 2023
SUBJECT: IN THE MATTER OF REVIEW, APPROVE, REJECT, AWARD RFP 2023-020PD TO AXON JQ

Request:

The Proposals were received by the deadline.

The RFP's were evaluated based on the following criteria: Capabilities, Technical Expertise, References, and Pricing.

Evaluation Team: David King, Robert Vail, Doug Mansell, Paul Hendrix, Stephen Reed, and Rosiland Barr.

After the evaluation process, it is the recommendation of the evaluation team that Axon be awarded RFP 2023-020PD. The grading sheet is on file in the Finance Department.



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: June 1, 2023
SUBJECT: IN THE MATTER OF AGREEMENT WITH AXON AND TPD **JQ**

Request:

Please accept this letter of request for an Agreement with Axon and The Tupelo Police Department.



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Kelly Elliott, Fire Chief Title
DATE June 1, 2023
SUBJECT: IN THE MATTER OF LEAVE DONATION REQUEST **KE**

Request:

The Fire Department is requesting approval to donate leave to one of their employees, Andrew C Blankenship, who has had major surgery requiring him to be off work for approximately 4 months. 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: Chuck Williams, Public Works

DATE: May 25, 2023

SUBJECT: IN THE MATTER OF BID APPROVAL FOR CONCRETE CURB AND GUTTER / FLAT WORK 12 MOS SUPPLY 2023-024PW - CW

Request:

Request to approve Concrete Curb and Gutter / Flat Work 12 Month Supply
Bid No. 2023-024PW

Three vendors responded. We recommend the following as lowest and best bid –

Slayton’s Concrete

Standard Curb and Gutter – Broom Finish		\$22.50 per LF
Standard Curb and Gutter – Exposed Aggregate		\$23.50 per LF
Lay Back Curb and Gutter – Broom Finish		\$22.50 per LF
Lay Back Curb and Gutter – Exposed Aggregate		\$23.50 per LF
Flat Work – Broom Finish	4in	\$6.00 per SF
	6in	\$7.00 per SF
	8in	\$8.00 per SF
Flat Work – Exposed Aggregate	4in	\$6.50 per SF
	6in	\$7.50 per SF
	8in	\$8.50 per SF
Flat Work – Stamped Finish	4in	\$9.00 per SF
	6in	\$10.00 per SF
	8in	\$11.00 per SF
ADA Ramps		\$6.50 per SF

**PUBLIC WORKS DEPARTMENT
 BID TABULATION - CONCRETE CURB & GUTTER/FLATWORK
 (12 MONTH SUPPLY BID)
 BID NUMBER 2023-024PW
 MAY 23, 2023**

VENDORS

ITEM	PRODUCT	SLAYTON CONCRETE	COOK & SON LLC	PHILLIPS CONTRACTING
1	Standard Curb & Gutter Broom Finish	\$ 22.50	\$ 100.00	\$ 30.00
2	Standard Curb & Gutter Exposed Aggregate	\$ 23.50	\$ 110.00	\$ 32.00
3	Lay Back Curb & Gutter--Broom Finish	\$ 22.50	\$ 100.00	\$ 30.00
4	Lay Back Curb & Gutter-Exposed Aggregate	\$ 23.50	\$ 110.00	\$ 32.00
5	Flat Work-Broom Finish: (a) 4" thick per sq ft	\$ 6.00	\$ 21.00	\$ 8.70
6	Flat Work-Broom Finish: (b) 6" thick per sq ft	\$ 7.00	\$ 22.25	\$ 10.50
7	Flat Work-Broom Finish: (c) 8" thick per sq ft	\$ 8.00	\$ 23.60	\$ 12.30
8	Flat Work-Exposed Aggregate: (a) 4" thick per sq ft	\$ 6.50	\$ 21.25	\$ 9.20
9	Flat Work-Exposed Aggregate: (b) 6" thick per sq ft	\$ 7.50	\$ 22.50	\$ 11.00
10	Flat Work-Exposed Aggregate: (c) 8" thick per sq ft	\$ 8.50	\$ 23.85	\$ 12.80
11	Flat Work-Stamped Finish: (a) 4" thick per sq ft	\$ 9.00	\$ 21.25	\$ 10.20
13	Flat Work-Stamped Finish: (b) 6" thick per sq ft	\$ 10.00	\$ 22.50	\$ 12.00
14	Flat Work-Stamped Finish: (c) 8" thick per sq ft	\$ 11.00	\$ 23.85	\$ 13.80
15	ADA Ramps	\$ 6.50	\$ 100.37	\$ 15.00

Minute Entry Sign Up Sheet

Date: 5/23/2023
Time: 10:00AM

Bid # 2023-024PW

Department: PUBLIC WORKS

BID# 2023-024PW CONCRETE CURB & GUTTER/FLATWORK
12 MONTH SUPPLY

Project:

Attendance

Company

Clayton Harrison
James L. Harrison
Tommy D. D. D.

Tupelo Public Works
COT
COT
COT

BID FORM

UNIT PRICE BID- CONCRETE CURB AND GUTTER / FLATWORK

Item Description	Unit	Unit Price
STANDARD CURB & GUTTER - Broom Finish <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	\$ 22.50 per LF
STANDARD CURB & GUTTER - Exposed Aggregate <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	\$ 23.50 per LF
LAY BACK CURB & GUTTER - Broom Finish <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	\$ 22.50 per LF
LAY BACK CURB & GUTTER- Exposed Aggregate <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	\$ 23.50 per LF
FLAT WORK- Broom Finish <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i>		
(a) <u>4" thick per sq ft</u>	SF	4" Thick: \$ <u>6.00 per SF</u>
(b) <u>6" thick per sq ft</u>	SF	6" Thick: \$ <u>7.00 per SF</u>
(c) <u>8" thick per sq ft</u>	SF	8" Thick: \$ <u>8.00 per SF</u>
FLAT WORK- Exposed Aggregate <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i>		
(a) <u>4" thick per sq ft</u>	SF	4" Thick: \$ <u>6.50 per SF</u>
(b) <u>6" thick per sq ft</u>	SF	6" Thick: \$ <u>7.50 per SF</u>
(c) <u>8" thick per sq ft</u>	SF	8" Thick: \$ <u>8.50 per SF</u>
FLAT WORK- Stamped Finish <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i>		
(a) <u>4" thick per sq ft</u>	SF	4" Thick: \$ <u>9.00 per SF</u>
(b) <u>6" thick per sq ft</u>	SF	6" Thick: \$ <u>10.00 per SF</u>
(c) <u>8" thick per sq ft</u>	SF	8" Thick: \$ <u>11.00 per SF</u>
ADA Ramps <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i>	SF	\$ 6.50 per SF

This Bid is submitted for: Concrete Curb and Gutter / Flatwork- 12 Month Supply

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

The undersigned, in compliance with the request for bids 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 Concrete Curb and Gutter- 12 Month Supply for the City of Tupelo in accordance with the specifications provided for the above UNIT PRICE amount:

BIDDER INFORMATION

Company Name: Slaytons Concrete Construction, LLC

Company Representative: Jennifer Weatherford

Title: OWNER

Business Address: 110 Garrett Cove
Street

Sattillo Ms 38866
City State Zip

662-891-0147 slaytonsconcrete@ymail.com
Phone Email

Certificate of Responsibility #: _____

Signature of Bidder: Jennifer Weatherford

Date: 5/23/23



BID PACKAGE

CURB AND GUTTER / FLATWORK 12 MOS SUPPLY

Bid # 2023-024PW

CITY OF TUPELO, MS

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi Public Works Department will receive bids for:

**CONCRETE CURB AND GUTTER / FLATWORK 12 MONTHS SUPPLY
Bid # 2023-024PW**

until 10:00 o'clock A.M. local time on Tuesday, May 23, 2023.

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

Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

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

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

CITY OF TUPELO, MISSISSIPPI

**BY: s/b Jennifer Shempert
JENNIFER SHERPERT, City Purchasing Clerk**

Publish Dates: 04/25/2023 and 05/2/2023 in the NE Mississippi Daily Journal.

CURB AND GUTTER / FLATWORK 12 MOS SUPPLY

Bid # 2023-024PW

SPECIFICATIONS

Maintenance of Traffic: The contractor shall provide qualified flagmen where necessary to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public. The contractor shall erect warning signs (men working) in advance of all places on the project where operations may interfere with the use of road by traffic, and at all intermediate points where the new work crosses or coincides with existing traveled roads.

All warning signs, flagmen and signaling devices shall conform to the minimum requirements contained in the Manual on Uniform Traffic Control Devices and its revisions published by the United States Government Printing office current at the time bids are received.

Section 601- Structural Concrete

601.02 Materials

601.02.1 General: Materials for structural concrete and their use, care and handling shall be in accordance with Subsection 804.02. In addition, Type IP Hydraulic Cement (e.g. Portland Cement) meeting the requirements of Subsection 701.04 will be permitted. Sampling and testing will be in accordance with Subsection 804.02.3.

601.02.2 Classification of Concrete: Concrete for this work shall be the class specified on the plans or in the bid schedule of the contract. Classes of concrete are identified in Subsection 804.02.6.

804 Concrete Bridges and Structures

804.02 Materials

804.02.6 Classification and Uses of Concrete: When a specific class of concrete is not specified on the plans or in the contract documents, the structure parts thereof shall be constructed with the class of concrete as directed by the Engineer / City of Tupelo.

The classes and their uses are as follows –

- 1) Class AA – Concrete for bridge construction and concrete exposed to seawater.
- 2) Class B – General use, heavily reinforced sections, cast-in place concrete piles, and conventional concrete piles.
- 3) Class BD – Concrete for bridge decks
- 4) Class C – Massive sections or lightly reinforced sections
- 5) Class D – Massive unreinforced sections and riprap
- 6) Class F – Concrete for prestressed members
- 7) Class FX – Extra strength concrete for prestressed members, as shown on plans
- 8) Class S – For all seal concrete deposited under water
- 9) Class DS – Drilled shaft

Section 609 Concrete curb, gutter and combination curb and gutter.

609.01 Description: This work consists of constructing curb, gutter, and combination curb and gutter in accordance with these specifications and in reasonably close conformity with the lines, grades, dimensions, and cross sections shown on the plans or as established.

609.02 Materials: Concrete for detached curb, gutter and combination curb and gutter shall meet the requirements of Section 601*. Concrete for curbs integral with concrete pavement shall meet the requirements of Section 501*.

609.03 Construction Requirements

609.03.2 Cast in place Hydraulic Cement Concrete (e.g. Portland cement)

609.03.2.1 Forms: Forms, except for divider plates and templates, may be wood or metal. All forms shall be full depth, straight, and free of warp and shall be securely staked, braced and sufficiently tight to prevent leakage of mortar. All forms shall be cleaned thoroughly and oiled before placing concrete against them.

Lumber for wood forms shall be sound, free of bulges, loose knots, and warps and of uniform width. All lumber shall be dressed and at least two (2) inches thick, except the City of Tupelo may permit the use of another size of lumber along with flexible material on short radii.

Metal forms shall be of approved sections and shall have a flat surface on top. They shall present a smooth surface and be of sufficient strength when braced to withstand the weight of the concrete without bulging or displacement. Special care shall be exercised to keep metal forms free from rust, grease, or other foreign matter that would discolor the concrete.

Metal templates or dividing plates shall be of sufficient thickness and of such design as to hold the forms rigidly in place and to produce a smooth vertical joint after the plates are removed. They shall be of the full dimensions shown on the plans for curb, gutter or combination curb or gutter.

609.03.2.2 Proportioning, Mixing and Placing Concrete: Unless otherwise specified, concrete used for detached curb, gutter and combination curb and gutter shall be Class "B" proportioned, mixed and placed in accordance with the provisions of Section 601*.

Concrete used for curb integral with concrete pavement shall be proportioned, mixed and placed in accordance with the provisions of Section 501*.

The concrete shall be placed on a moist grade and consolidated by vibration or other acceptable methods. Weep holes shall be placed through curbs where indicated on the plans or as directed.

609.03.2.3 Extruded Construction: Concrete curb and gutter may be constructed by the use of a curb forming machine. Such a machine shall conform to (a), (b), and (e) of 609.03.3.2, and in addition, its continued use shall be contingent upon it producing curb with the specified section, line and grade.

If these conditions cannot be met, construction shall be by conventional methods. **Also, expansion joints will need to be cut with a concrete saw.**

In the event a curb forming machine is used, minor modifications in the concrete mix design may have to be made to improve placement, subject to approval of the City of Tupelo.

609.03.2.4 Sections and Joints: Concrete curb, gutter or combination curb and gutter shall be constructed in uniform sections of the length specified on the plans. These lengths may be reduced where necessary for closure, but no section less than six feet will be permitted. The templates shall be accurately set before placing the concrete an, to the extent possible, allowed to remain in place until the concrete has set sufficiently to hold its shape. The templates shall be removed while the forms are still in place.

Expansion joints shall be formed of pre-molded joint filler of the specified thickness, and shall be placed in line with expansion joints in the adjoining pavement or structure and at other locations designated on the plans. All joint fillers shall be cut to full cross section and shall extend for full depth, width and length. All expansion joint material protruding after the concrete is finished shall be trimmed as directed. Immediately after removal of forms, the outer edges of filled joints shall be carefully exposed.

609.03.2.5 Finishing: The concrete shall be finished smooth and even by an approved float. Forms on the face of curbs shall be removed as soon as the concrete will hold its shape, and the surface shall be finished with a float to a smooth even texture. Plastering will not be permitted. Strike-off templates of the form and shape of the gutter shall be used to shape the top surface of gutters. Before final finishing the surface of gutters shall be checked with a 10-foot straightedge, and all irregularities of more than 1/8 inch in 10 feet shall be corrected.

Edges on the faces of curbs shall be rounded with finishing tools and having the radii shown on the plans or to match existing. Edges where templates have been removed or expansion joint material has been placed shall be finished with an edging tool having a radius of 1/4 inch. All exposed surfaces against which some rigid type of construction is to be made shall be left smooth and uniform so as to permit free movement of the curb, gutter, or combination curb and gutter.

All tool marks shall be removed with a wetted brush or wood float. The finished surface shall be a uniform color free from discolorations.

609.03.2.6 Protection and Curing: The contractor shall have materials available at all times for the protection of unhardened concrete against rain. During the curing period all traffic, both pedestrian and vehicular, shall be kept off the concrete. Vehicular traffic shall be kept off for such additional times as the City of Tupelo may direct. The contractor shall protect the work from damage until release of maintenance. All sections damaged before release of maintenance shall be removed and reconstructed by the Contractor without extra compensation.

609.03.4 Backfilling and Cleaning Up: After the concrete has set sufficiently, all surplus material shall be disposed of as directed, and the entire area shall be left in a neat and satisfactory condition.

609.04 Method of measurement: Complete In-place Concrete gutter, curb and combination curb and gutter will be measured by the linear foot along the face of the curb or flow line of the gutter. Deduction will be made of driveway openings.

Concrete integral curb, complete in place, will be measured by the linear foot along the face of the curb including the full length of curb returns for driveways.

No deduction in length will be made for drainage structures such as catch basins and inlets installed in the curbing.

609.05 Basis of payment: The work - concrete gutter, curb, combination curb and gutter will be paid for at the contract unit prices per linear foot, complete in place, which shall be full compensation for completing the work.

GENERAL BIDDER REQUIREMENTS:

1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
2. The bidder shall sign and date the bid at the bottom of the form.
3. If the bid is delivered to City Hall, the outside of the envelope shall be clearly marked with vendor, invitation number, time and date to be opened, and Certificate of Responsibility Number. If the bid is submitted electronically through www.tupelombids.com, the Certificate of Responsibility shall be included with the bid documents.
Responsibility number or state work will be under \$50,000.
4. Bidder must show evidence of Worker's Compensation insurance submitted with bid.
5. Bid must show evidence of \$1,000,000 general liability insurance with submitted bid.
6. Bidder must have and show evidence of Mississippi State Contractor's license with submitted bid.
7. Bidder must have current Privilege License with the City of Tupelo and show proof with submitted bid.
8. Successful bidder must provide traffic control when needed.
9. Successful bidder must be willing to accept curb and gutter jobs as short as ten linear feet.
10. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomever they may choose.

*of the Mississippi Standard Specifications for Road and Bridge Construction 2017 edition by the Mississippi Department of Transportation

END OF SECTION

BID FORM

UNIT PRICE BID- CONCRETE CURB AND GUTTER / FLATWORK

Item Description	Unit	Unit Price
STANDARD CURB & GUTTER - Broom Finish <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	100
STANDARD CURB & GUTTER - Exposed Aggregate <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	110
LAY BACK CURB & GUTTER - Broom Finish <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	100
LAY BACK CURB & GUTTER- Exposed Aggregate <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	110
FLAT WORK- Broom Finish <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i>		
(a) <u>4" thick per sq ft</u>	<u>SF</u>	4" Thick: \$ <u>21.00</u>
(b) <u>6" thick per sq ft</u>	<u>SF</u>	6" Thick: \$ <u>22.25</u>
(c) <u>8" thick per sq ft</u>	<u>SF</u>	8" Thick: \$ <u>23.60</u>
FLAT WORK- Exposed Aggregate <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i>		
(a) <u>4" thick per sq ft</u>	<u>SF</u>	4" Thick: \$ <u>21.25</u>
(b) <u>6" thick per sq ft</u>	<u>SF</u>	6" Thick: \$ <u>22.50</u>
(c) <u>8" thick per sq ft</u>	<u>SF</u>	8" Thick: \$ <u>23.85</u>
FLAT WORK- Stamped Finish <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i>		
(a) <u>4" thick per sq ft</u>	<u>SF</u>	4" Thick: \$ <u>21.25</u>
(b) <u>6" thick per sq ft</u>	<u>SF</u>	6" Thick: \$ <u>22.50</u>
(c) <u>8" thick per sq ft</u>	<u>SF</u>	8" Thick: \$ <u>23.85</u>
ADA Ramps <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i>	SF	100.37

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

**COOK & SON, LLC
60146 SEMINOLE RD
SMITHVILLE, MS 38870**

is duly registered and entitled to perform

HIGHWAY, STREET AND BRIDGE CONSTRUCTION



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 7 day of Mar., 2023

CERTIFICATE OF RESPONSIBILITY

No. 22593-MC

Expires Mar. 7, 2024

Joel Q. Canell

CHAIRMAN OF THE BOARD

POST IN A
CONSPICUOUS
PLACE

City of Tupelo Privilege Tax License

License Number
34125

Business Name & Address: KENNETH COOK
60146 SEMINOLE RD
SMITHVILLE, MS 38870

Issue Date: 05/22/2023
Expire Date: 09/30/2023

This is to certify that the person or firm named herein has paid into my hands minimum payment of tax as set out herein for the use and benefit of the City aforesaid, and is licensed to engage in

Business as: COOK AND SON LLC
Location: 60146 SEMINOLE RD



THIS LICENSE SHALL NOT MAKE LAWFUL ANY ACT OR THING
DECLARED TO BE UNLAWFUL IN THE STATE OF MISSISSIPPI

Business
License

Jodi Jaska
Mayor

Kim Hanna
City Clerk/Tax Collector

This License is NOT Transferable



BID PACKAGE

CURB AND GUTTER / FLATWORK 12 MOS SUPPLY

Bid # 2023-024PW

CITY OF TUPELO, MS

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City of Tupelo, Mississippi Public Works Department will receive bids for:

CONCRETE CURB AND GUTTER / FLATWORK 12 MONTHS SUPPLY Bid # 2023-024PW

until **10:00 o'clock A.M. local time on Tuesday, May 23, 2023.**

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

Any questions regarding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

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

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

CITY OF TUPELO, MISSISSIPPI

**BY: s/b Jennifer Shempert
JENNIFER SHERPERT, City Purchasing Clerk**

Publish Dates: 04/25/2023 and 05/2/2023 in the NE Mississippi Daily Journal.

CURB AND GUTTER / FLATWORK 12 MOS SUPPLY

Bid # 2023-024PW

SPECIFICATIONS

Maintenance of Traffic: The contractor shall provide qualified flagmen where necessary to direct the traffic; and shall take all necessary precautions for the protection of the work and the safety of the public. The contractor shall erect warning signs (men working) in advance of all places on the project where operations may interfere with the use of road by traffic, and at all intermediate points where the new work crosses or coincides with existing traveled roads.

All warning signs, flagmen and signaling devices shall conform to the minimum requirements contained in the Manual on Uniform Traffic Control Devices and its revisions published by the United States Government Printing office current at the time bids are received.

Section 601- Structural Concrete

601.02 Materials

601.02.1 General: Materials for structural concrete and their use, care and handling shall be in accordance with Subsection 804.02. In addition, Type IP Hydraulic Cement (e.g. Portland Cement) meeting the requirements of Subsection 701.04 will be permitted. Sampling and testing will be in accordance with Subsection 804.02.3.

601.02.2 Classification of Concrete: Concrete for this work shall be the class specified on the plans or in the bid schedule of the contract. Classes of concrete are identified in Subsection 804.02.6.

804 Concrete Bridges and Structures

804.02 Materials

804.02.6 Classification and Uses of Concrete: When a specific class of concrete is not specified on the plans or in the contract documents, the structure parts thereof shall be constructed with the class of concrete as directed by the Engineer / City of Tupelo.

The classes and their uses are as follows –

- 1) Class AA – Concrete for bridge construction and concrete exposed to seawater.
- 2) Class B – General use, heavily reinforced sections, cast-in place concrete piles, and conventional concrete piles.
- 3) Class BD – Concrete for bridge decks
- 4) Class C – Massive sections or lightly reinforced sections
- 5) Class D – Massive unreinforced sections and riprap
- 6) Class F – Concrete for prestressed members
- 7) Class FX – Extra strength concrete for prestressed members, as shown on plans
- 8) Class S – For all seal concrete deposited under water
- 9) Class DS – Drilled shaft

Section 609 Concrete curb, gutter and combination curb and gutter.

609.01 Description: This work consists of constructing curb, gutter, and combination curb and gutter in accordance with these specifications and in reasonably close conformity with the lines, grades, dimensions, and cross sections shown on the plans or as established.

609.02 Materials: Concrete for detached curb, gutter and combination curb and gutter shall meet the requirements of Section 601*. Concrete for curbs integral with concrete pavement shall meet the requirements of Section 501*.

609.03 Construction Requirements

609.03.2 Cast in place Hydraulic Cement Concrete (e.g. Portland cement)

609.03.2.1 Forms: Forms, except for divider plates and templates, may be wood or metal. All forms shall be full depth, straight, and free of warp and shall be securely staked, braced and sufficiently tight to prevent leakage of mortar. All forms shall be cleaned thoroughly and oiled before placing concrete against them.

Lumber for wood forms shall be sound, free of bulges, loose knots, and warps and of uniform width. All lumber shall be dressed and at least two (2) inches thick, except the City of Tupelo may permit the use of another size of lumber along with flexible material on short radii.

Metal forms shall be of approved sections and shall have a flat surface on top. They shall present a smooth surface and be of sufficient strength when braced to withstand the weight of the concrete without bulging or displacement. Special care shall be exercised to keep metal forms free from rust, grease, or other foreign matter that would discolor the concrete.

Metal templates or dividing plates shall be of sufficient thickness and of such design as to hold the forms rigidly in place and to produce a smooth vertical joint after the plates are removed. They shall be of the full dimensions shown on the plans for curb, gutter or combination curb or gutter.

609.03.2.2 Proportioning, Mixing and Placing Concrete: Unless otherwise specified, concrete used for detached curb, gutter and combination curb and gutter shall be Class "B" proportioned, mixed and placed in accordance with the provisions of Section 601*.

Concrete used for curb integral with concrete pavement shall be proportioned, mixed and placed in accordance with the provisions of Section 501*.

The concrete shall be placed on a moist grade and consolidated by vibration or other acceptable methods. Weep holes shall be placed through curbs where indicated on the plans or as directed.

609.03.2.3 Extruded Construction: Concrete curb and gutter may be constructed by the use of a curb forming machine. Such a machine shall conform to (a), (b), and (e) of 609.03.3.2, and in addition, its continued use shall be contingent upon it producing curb with the specified section, line and grade.

If these conditions cannot be met, construction shall be by conventional methods. **Also, expansion joints will need to be cut with a concrete saw.**

In the event a curb forming machine is used, minor modifications in the concrete mix design may have to be made to improve placement, subject to approval of the City of Tupelo.

609.03.2.4 Sections and Joints: Concrete curb, gutter or combination curb and gutter shall be constructed in uniform sections of the length specified on the plans. These lengths may be reduced where necessary for closure, but no section less than six feet will be permitted. The templates shall be accurately set before placing the concrete and, to the extent possible, allowed to remain in place until the concrete has set sufficiently to hold its shape. The templates shall be removed while the forms are still in place.

Expansion joints shall be formed of pre-molded joint filler of the specified thickness, and shall be placed in line with expansion joints in the adjoining pavement or structure and at other locations designated on the plans. All joint fillers shall be cut to full cross section and shall extend for full depth, width and length. All expansion joint material protruding after the concrete is finished shall be trimmed as directed. Immediately after removal of forms, the outer edges of filled joints shall be carefully exposed.

609.03.2.5 Finishing: The concrete shall be finished smooth and even by an approved float. Forms on the face of curbs shall be removed as soon as the concrete will hold its shape, and the surface shall be finished with a float to a smooth even texture. Plastering will not be permitted. Strike-off templates of the form and shape of the gutter shall be used to shape the top surface of gutters. Before final finishing the surface of gutters shall be checked with a 10-foot straightedge, and all irregularities of more than 1/8 inch in 10 feet shall be corrected.

Edges on the faces of curbs shall be rounded with finishing tools and having the radii shown on the plans or to match existing. Edges where templates have been removed or expansion joint material has been placed shall be finished with an edging tool having a radius of 1/4 inch. All exposed surfaces against which some rigid type of construction is to be made shall be left smooth and uniform so as to permit free movement of the curb, gutter, or combination curb and gutter.

All tool marks shall be removed with a wetted brush or wood float. The finished surface shall be a uniform color free from discolorations.

609.03.2.6 Protection and Curing: The contractor shall have materials available at all times for the protection of unhardened concrete against rain. During the curing period all traffic, both pedestrian and vehicular, shall be kept off the concrete. Vehicular traffic shall be kept off for such additional times as the City of Tupelo may direct. The contractor shall protect the work from damage until release of maintenance. All sections damaged before release of maintenance shall be removed and reconstructed by the Contractor without extra compensation.

609.03.4 Backfilling and Cleaning Up: After the concrete has set sufficiently, all surplus material shall be disposed of as directed, and the entire area shall be left in a neat and satisfactory condition.

609.04 Method of measurement: Complete In-place Concrete gutter, curb and combination curb and gutter will be measured by the linear foot along the face of the curb or flow line of the gutter. Deduction will be made of driveway openings.

Concrete integral curb, complete in place, will be measured by the linear foot along the face of the curb including the full length of curb returns for driveways.

No deduction in length will be made for drainage structures such as catch basins and inlets installed in the curbing.

609.05 Basis of payment: The work - concrete gutter, curb, combination curb and gutter will be paid for at the contract unit prices per linear foot, complete in place, which shall be full compensation for completing the work.

GENERAL BIDDER REQUIREMENTS:

1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
2. The bidder shall sign and date the bid at the bottom of the form.
3. If the bid is delivered to City Hall, the outside of the envelope shall be clearly marked with vendor, invitation number, time and date to be opened, and Certificate of Responsibility Number. If the bid is submitted electronically through www.tupelomsbids.com, the Certificate of Responsibility shall be included with the bid documents.
Responsibility number or state work will be under \$50,000.
4. Bidder must show evidence of Worker's Compensation insurance submitted with bid.
5. Bid must show evidence of \$1,000,000 general liability insurance with submitted bid.
6. Bidder must have and show evidence of Mississippi State Contractor's license with submitted bid.
7. Bidder must have current Privilege License with the City of Tupelo and show proof with submitted bid.
8. Successful bidder must provide traffic control when needed.
9. Successful bidder must be willing to accept curb and gutter jobs as short as ten linear feet.
10. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomever they may choose.

*of the Mississippi Standard Specifications for Road and Bridge Construction 2017 edition by the Mississippi Department of Transportation

END OF SECTION

BID FORM

UNIT PRICE BID- CONCRETE CURB AND GUTTER / FLATWORK

Item Description	Unit	Unit Price
STANDARD CURB & GUTTER - Broom Finish <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	\$ 30.00
STANDARD CURB & GUTTER - Exposed Aggregate <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	\$ 32.00
LAY BACK CURB & GUTTER - Broom Finish <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	\$ 30.00
LAY BACK CURB & GUTTER- Exposed Aggregate <i>Material and Labor per Linear Foot – to form and pour (Public Works will excavate.)</i>	LF	\$ 32.00
FLAT WORK- Broom Finish <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i> (a) <u>4" thick per sq ft</u> (b) <u>6" thick per sq ft</u> (c) <u>8" thick per sq ft</u>	SF	4" Thick: \$ 8.70
	SF	6" Thick: \$ 10.50
	SF	8" Thick: \$ 12.30
FLAT WORK- Exposed Aggregate <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i> (a) <u>4" thick per sq ft</u> (b) <u>6" thick per sq ft</u> (c) <u>8" thick per sq ft</u>	SF	4" Thick: \$ 9.20
	SF	6" Thick: \$ 11.00
	SF	8" Thick: \$ 12.80
FLAT WORK- Stamped Finish <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i> (a) <u>4" thick per sq ft</u> (b) <u>6" thick per sq ft</u> (c) <u>8" thick per sq ft</u>	SF	4" Thick: \$ 10.20
	SF	6" Thick: \$ 12.00
	SF	8" Thick: \$ 13.80
ADA Ramps <i>Material and Labor per Square Foot – to form and pour (Public Works will excavate.)</i>	SF	\$ 15.00

This Bid is submitted for: Concrete Curb and Gutter / Flatwork- 12 Month Supply

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

The undersigned, in compliance with the request for bids 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 Concrete Curb and Gutter- 12 Month Supply for the City of Tupelo in accordance with the specifications provided for the above UNIT PRICE amount:

BIDDER INFORMATION

Company Name: Phillips Contracting Co., Inc.

Company Representative: [Signature] Blake Hill

Title: President

Business Address: 319 Park Creek Drive
Street

Columbus MS 39705
City State Zip

662-378-6250 allen@phillipscontracting.com
Phone Email

Certificate of Responsibility #: 00229-MC

Signature of Bidder: [Signature]

Date: 5/23/23





AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE June 1, 2023

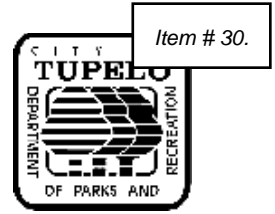
SUBJECT: IN THE MATTER OF APPROVAL OF TUPELO PARK & RECREATION
ADVISORY MINUTES OF FEBRUARY 2023 **AF**

Request:

Attached are the Tupelo Parks and Recreation Advisory Board minutes.



Parks Advisory Board and
Sports Council Meeting
February 28, 2023



Advisory Members Present

Robin Faucette, Ward 1
Davey Cole, Ward 5
Cheryl Dexter, Ward 6
Mattie Mabry, Ward 7
Jim Ingram, President TSC

Advisory Member Absent

Mike Maynard, Ward 2
Vacant, Ward 3
Boyce Grayson, Ward 4

Staff Present

Alex Farned, Director
Deana Carlock, Office Manager
Shanta Jones, Program Director
Leigh Ann Mattox, Recreation Director
Chris Edmondson, Sports Director

Staff Absent

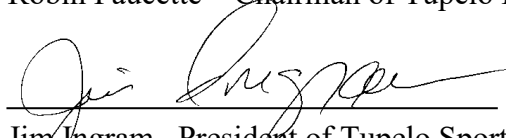
Laura Kramer, Sports Director
Amy Kennedy, Aquatic Director
Leesha Faulkner, Oren Dunn Museum Curator
Ben Haas, Sports Director
Janet Gaston, City Council Representative
Chad Mims, City Council Representative

1. Robin Faucette called the meeting to order.
2. Davey Cole made the motion to approve the agenda with Cheryl Dexter making the second. Pass unanimously.
3. Davey made the motion to accept the minutes with Cheryl making the second. Pass unanimously.
4. Davey made the motion to accept the treasure report with Jim Ingram making the second. Pass unanimously.
5. Member Reports
 - a. Tupelo Youth Soccer Association – Report received.
 - b. Tupelo Youth Baseball Association – Report received.
 - c. Tupelo Softball Association – Report received.
 - d. Tupelo Basketball Association – Report received.
 - e. Tupelo Tennis Association – Report received.
 - f. Tupelo Therapeutic Recreation Association – Report received.
 - g. Tupelo Aquatic Club – Report received.
 - h. Tupelo Disc Golf Association – Report received.
 - i. Tupelo Skate Park Association – Report received.
 - j. Tupelo Flag Football Association – Report received.
 - k. Friends of the Park – Report received.
 - l. Tupelo Fourth of July Celebration Association – Report received.
 - m. Veterans Council – Report received.

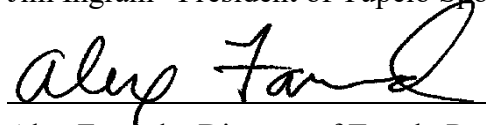
- n. Oren Dun Museum Association
- 6. The Board was updated on the Skate Park project and Pickleball project.
- 7. The Board was updated on the upcoming events for the Spring.
- 8. The Board was given an update on the pickleball league.
- 9. The Board was provided a calendar of events.
- 10. The Board was provided information on the Department looking at providing AED for the main parks that in use for sporting events.
- 11. Davey made a motion to adjourn with Cheryl making the second. Pass unanimously.



Robin Faucette – Chairman of Tupelo Parks Advisory Board



Jim Ingram –President of Tupelo Sports Council



Alex Farned – Director of Tupelo Parks and Recreation



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Director

DATE May 24, 2023

SUBJECT: IN THE MATTER OF CVB BOARD MINS. MAY 2, 2023 NM

Request:

Review May Board Mins.



Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, May 2, 2023

The Tupelo Convention & Visitors Bureau met Tuesday, May 2, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Leslie Nabors, Stephanie Browning and Chauncey Godwin. Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee, Stephanie Moody-Coomer and Mitch Lowe. Kim Hanna and Nettie Davis were in attendance representing the City of Tupelo.

Neal McCoy called the meeting to order at 2:07 p.m.

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

Chauncey Godwin moved that the minutes from April, 2023 be approved as presented. Leslie Nabors seconded the motion. All voting aye, the motion carried.

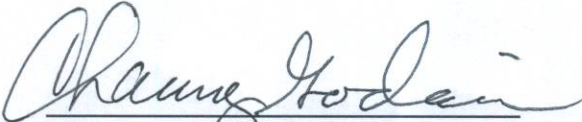
Kim Hanna presented the financial report.

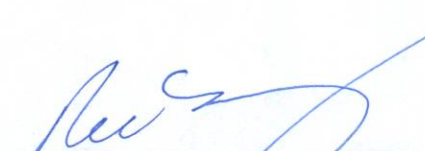
Jan Pannell, Jennie Bradford Curlee, and Stephanie Coomer presented staff reports.

Neal McCoy gave an update on various projects that he is managing for the City of Tupelo, including Fairpark restrooms, pickleball facility, farmers' depot, Gravlee building, skate park and a potential boutique hotel.

The meeting adjourned at 2:41 p.m.

Submitted by:


Chauncey Godwin, Secretary


Neal McCoy, Executive Director



AGENDA REQUEST

TO: Mayor and City Council
FROM: Neal McCoy, Director
DATE MAY 24, 2023
SUBJECT: IN THE MATTER OF CVB INT'L TRAVEL SEPTEMBER & OCTOBER, 2023
NM

Request:

Approval of International Travel for Jennie Bradford Curlee



May 4, 2023

Mayor Todd Jordan
Mr. Lynn Bryan, Council President
Mr. Travis Beard
Ms. Nettie Davis
Ms. Janet Gaston
Ms. Rosie Jones
Mr. Chad Mims
Mr. Buddy Palmer

Mayor Jordan and City Council,

I am requesting approval of international travel for Jennie Bradford Curlee. She will participate in Visit Mississippi's sales and media mission to Ireland and the United Kingdom September 18-22, 2023. The mission will include appointments with tour operators and journalists and networking events for travel trade and media in both countries, as well as attendance at a Visit USA Committee event at the U.S. Embassy. The maximum per diem rate is \$100 in Ireland and \$173 in the UK, and the total travel cost estimated for this trip is \$3,000.

Jennie Bradford will also participate in Brand USA Travel Week UK & Europe October 16-20, 2023 in London, England. This annual event brings together U.S. destinations and key European travel trade to drive future visitation to the United States. It includes four days of pre-scheduled appointments with international tour operators, enrichment sessions, and networking events. The maximum per diem rate is \$173 and the total travel cost estimated for this trip is \$5,000.

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

Sincerely,

Neal McCoy
Executive Director



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Director Cadence Bank Arena

DATE May 26, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES
OF APRIL 17, 2023 **KK**

Request:

PLEASE REVIEW AND ACCEPT MINUTES OF APRIL 17, 2023



CADENCE BANK
Arena & Conference Center

Tupelo Coliseum Commission
Regular Meeting Minutes
April 17, 2023

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, April 17, 2023 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden
Vice Chair- Neal McCoy
Commissioner-Yvette Crump
Commissioner- Jessica Hollinger
Commissioner- Marcus McCoy

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

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

Approval of Minutes from March 20, 2023 Regular Meeting

Commissioner Jessica Hollinger made a motion to approve the minutes from March 2023 as written, seconded by Commissioner Marcus McCoy. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

New Business

Surplus of 9 old radios that was beyond repair was discussed to dispose of. Vice Chair Neal McCoy made a motion to approve the surplus items, seconded by Commissioner Marcus McCoy. All commission members voting aye, the motion passed.

May Commission Meeting date was discussed to move Commission Meeting from May 15th to May 22nd. Commissioner Yvette Crump made a motion to approve moving the date as discussed, seconded by Commissioner Jessica Hollinger. All commission members voting aye, the motion passed.

Director's Report

Kevan began by updating us on our past events. We had Golden Triangle Rodeo on 03/25 with 3,000 people attending. Taste of Tupelo was 03/30 and was a sold out event, Bert Kreischer was



CADENCE BANK
Arena & Conference Center

03/31 with 4,600 people attending, Blippi was 04/13 with only 1,248 people attending, Reo Speedwagon was on 04/14 with 2,400 people attending and we had 34 meeting events.

Kevan also gave us an update on our upcoming events. We have MercyMe on 04/21 which was postponed from November, Blue Suede Cruise will be 05/05-07, Tupelo Graduation 05/19, Lee Co. Graduation 05/20 and 36 meeting events.

Project updates

Kevan also updated us on our current projects.

Chiller project is approximately 200 days past the completion date, it should be complete within 3-4 weeks and we are holding final payment until completion. We forced them to supply us with a portable chiller for our upcoming shows. Ice plant and generator are complete.

Parking lot pipe project is underway, we are working with Public Works on this project and should be complete within 3-4 weeks.

Old Business:

None was discussed

Beverage Approval:

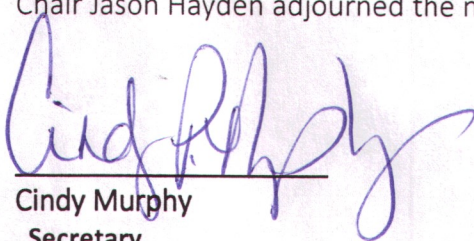
Beverage approval was discussed for Blue Suede Cruise, May 5th-7th. Vice Chair Neal McCoy motion to approve the beverage approval, seconded by Commissioner Yvette Crump. All commissioners voted aye; the motion passed.

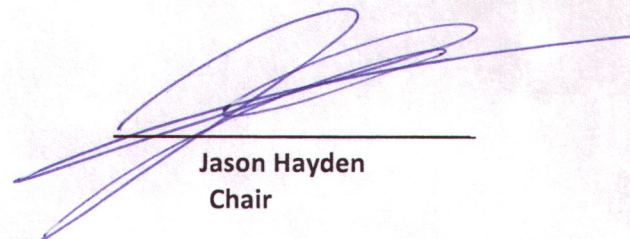
Check Approval:

Commissioner Yvette Crump made a motion to approve the checks from March, seconded by Commission Marcus McCoy. All commissioners voted aye; the motion passed.

Adjournment:

Chair Jason Hayden adjourned the meeting at approximately 3:25 p.m.


Cindy Murphy
Secretary


Jason Hayden
Chair

Leslie Bailey

From: Lara Mansell
Sent: Wednesday, April 5, 2023 12:34 PM
To: Leslie Bailey
Cc: Kevan Kirkpatrick
Subject: Please place these on a new list for the commission to surplus at the next meeting

Item	SN	Tag#
MOTOROLA Radius CP 150	018THU7055	14167
MOTOROLA	018TPSS279	?
MOTOROLA	018TNN5027	15323
MOTOROLA	018TPSS265	?
MOTOROLA	018THU8036	14165
MOTOROLA	018THU7067	14172
KENWOOD	B6115088	?
MOTOROLA	018THU7072	14174
MOTOROLA Radius CP 200	018TNN5030	15322

They are broken beyond repair.

Lara Mansell

Operations Coordinator



(662) 841-6573 Ext: 907
(662) 432-5238 - Direct
(662) 321-0557 - Cell
lara@cb-arena.com



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE May 31, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT WITH ENSCOR, LLC
FOR BID # 2023-019WL **JT**

Request:

We recommend award of the attached contract with Encsor, LLC for the Hwy 45 N Sewer Outfall Line. The bid for this project (Bid No. 2023-019WL) was approved through your regular council meeting on May 2, 2023 in the amount of \$1,368,762.00.

Please let me know if you have any questions.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE: June 1, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF A CONTRACT WITH INNOVATIVE CONSTRUCTION MANAGEMENT, LLC FOR CONSTRUCTION MANAGEMENT SERVICES RELATED TO THE CITY'S EXPENDITURE OF APRA FUNDS

Request:

Adopt and ratify the attached contract between the City and ICM authorizing ICM to perform construction management services related to the City's expenditure of ARPA funds.

DRAFT AIA® Document C132™ - 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the «14th» day of «February» in the year «2023»
(In words, indicate day, month and year.)

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

«City of Tupelo»« »
«71 East Troy Street»
«Tupelo, MS 38804»
«662.841.6513»

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

«Innovative Construction Management, LLC dba ICM Construction»« »
«P.O. Box 1515»
«Oxford, MS 38655»
«662.550.3051»

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

«City of Tupelo Public Projects»

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

«As described in attached "Exhibit B".»« »
«Group 2 – Dabbs CORP
1050 N Eason Blvd.
Tupelo, MS
601.927.4012»

«
Group 3 – Engineering Solutions, Inc.
1324 Veterans Memorial Blvd.
Tupelo, MS »

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Documents A132™-2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™-2019, Standard Form of Agreement Between Owner and Engineer, Construction Manager as Adviser Edition. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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- 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES
- 3 SCOPE OF CONSTRUCTION MANAGER’S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER’S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as “not applicable” or “unknown at time of execution.”)

§ 1.1.1 The Owner’s program for the Project: (Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

«As described in attached “Exhibit B”. »

§ 1.1.2 The Project’s physical characteristics: (Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

« As described in attached “Exhibit B”.»

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

« As described in attached “Exhibit B”. »

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

«TBD»

- .2 Construction commencement date:

«TBD»

.3 Substantial Completion date or dates:

«TBD»

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

« Competitive Bid and Multiple Prime Contracts »

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.9 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address, and other contact information.)

«Don Lewis»
«71 East Troy Street»
«Tupelo, MS 38804»

§ 1.1.10 The persons or entities, in addition to the Owner’s representative, who are required to review the Construction Manager’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

- .1 Land Surveyor:
- .2 Geotechnical Engineer:
- .3 Civil Engineer:
- .4 Contractors, as defined in Section 1.4:
- .5 Separate Contractors, as defined in Section 1.4:
- .6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

«Casey B. Rogers»

«P.O. Box 1515»
«Oxford, MS 38655»
«662.816.7326»
«casey@icmlcms.com»

§ 1.1.13 The Construction Manager’s staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

«PERSONNEL
Project Manager
Assistant Project Manager
Job Superintendent
Project Engineer»

§ 1.1.14 The Construction Manager’s consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

«.1 Cost Estimator:
Mark Naylor
6348 Cheyenne Drive
Olive Branch, MS 38654»

§ 1.1.15 The Construction Manager’s consultants retained under Supplemental Services:

§ 1.1.16 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager’s services, schedule for the Construction Manager’s services, and the Construction Manager’s compensation.

ARTICLE 2 CONSTRUCTION MANAGER’S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Engineer or Engineer as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Engineer, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Engineer or Engineer.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner’s knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager’s judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Commercial General Liability with policy limits of not less than «one million dollars» (\$ «1,000,000») for each occurrence and «two million dollars» (\$ «2,000,000») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than «one million dollars» (\$ «1,000,000») each occurrence and one million dollars (\$ 1,000,000) aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than «state required minimums» for each accident.

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in the performance of professional services with policy limits of not less than «one million dollars» (\$ «1,000,000») per claim and «one million dollars» (\$ «1,000,000») in the aggregate.

§ 2.6.6 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.7 The Construction Manager shall assist the Owner, Engineer, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.8 A centralized electronic document management system will be used on the Project, and the Construction Manager shall be designated the Responsible Project Participant in section 3.5 of E203-2013, responsible for managing and maintaining the centralized electronic document management system. The centralized electronic document management system shall include all items listed in Article 3 of E203, and the following:
(List any items to be included that are not listed in Article 3 of E203-2013.)

« »

§ 2.9 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Engineer or Engineer shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary construction coordination and scheduling, constructability review, cost estimating and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Engineer or Engineer, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Engineer or Engineer.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, for the Owner's approval, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work. The Construction Manager shall periodically update the Construction Management Plan, for the Owner's approval, over the course of the Project.

§ 3.2.4 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Owner's review. The Construction Manager shall obtain the Engineer's approval for the portion of the Project schedule relating to the performance of the Engineer's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Engineer's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that affect the Project's timely completion.

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Engineer or Engineer and other Owner consultants, the Construction Manager shall prepare, for the Owner's review, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

§ 3.2.7 The Construction Manager shall review design documents during their development and advise the Owner and Engineer on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Engineer or Engineer, consistent with the Project requirements, on constructability; availability of materials and labor; sequencing for phased construction; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Engineer or Engineer, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Engineer or Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Engineer or Engineer, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Owner's approval. The Construction Manager shall inform the Owner and Engineer or Engineer in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.2.10 As the Engineer or Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Engineer or Engineer and make recommendations whenever the Construction Manager determines that the design, or details, adversely affect cost, scope, schedule, constructability, or quality of the Project.

§ 3.2.11 The Construction Manager shall provide recommendations and information to the Owner and Engineer or Engineer regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.12 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.13 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts for Construction. The Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

§ 3.2.16 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Engineer's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Engineer and Engineer, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Engineer or Engineer shall issue the current Project schedule, which shall be provided by the Construction Manager, with each set of bidding documents. The Construction Manager shall assist the Engineer or Engineer with regard to questions from bidders and with the issuance of addenda.

§ 3.2.19 The Construction Manager shall submit a list of prospective bidders for the Engineer or Engineer's review and the Owner's approval.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager shall assist the Owner in preparing Contracts for Construction and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.23 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Engineer or Engineer in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project for the work included in this scope of work. The Construction Manager shall not be responsible for permits for work performed outside this scope of work.

§ 3.3 Construction Phase (Administration of the Construction Contract)

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Engineer as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Engineer issues the final Certificate for Payment.

§ 3.3.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Engineer or Engineer. The Construction Manager shall coordinate the activities of the Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 The Construction Manager shall review and analyze the construction schedules provided by the Contractors to update the Project schedule, incorporating the activities of the Owner, Engineer or Engineer, and Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Engineer or Engineer.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss matters such as procedures, progress, coordination, and scheduling of the Work, and to develop solutions to issues identified. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Engineer or Engineer and Multiple Prime Contractors.

§ 3.3.7 In accordance with the Contract Documents and the latest approved Project schedule, and utilizing information from the Contractors, the Construction Manager shall review, analyze, schedule and coordinate the overall sequence of construction and assignment of space in areas where the Contractors are performing Work.

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, observe the on-site testing and inspections, and arrange for the delivery of test and inspection reports to the Owner and Engineer.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled. Under no circumstances shall the Construction Manager be responsible for the negligent actions or breaches of contract by the Owner, Multiple Prime Contractors, subcontractors, or others not employed by the Construction Manager. The Construction Manager shall monitor the performance of the Multiple Prime Contractors and advise the Owner of the Multiple Prime Contractors' performance when it is not satisfactory or fails to fulfill requirements of a Contract.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Engineer or Engineer as to variances between actual costs and budgeted or estimated costs. If a Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Engineer or Engineer.
- .2 Where there is more than one Contractor responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor; (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment; (3) prepare a Project Application and Certificate for Payment; (4) certify the total amount the Construction Manager determines is due all Contractors collectively; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Engineer or Engineer.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The issuance of a Certificate for Payment shall further constitute a recommendation to the Engineer or Engineer and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, procedures, or sequences for a Contractor's own Work; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment; or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum. The Multiple Prime Contractors, and not the Construction Manager, shall be responsible for the quality of the Work.

§ 3.3.13 The Construction Manager shall reasonably determine, based on general and non-specific inspections, that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor, and Engineer or Engineer of known or discovered defects and deficiencies in the Work.. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Engineer of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Engineer about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Engineer and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Engineer of when and where the tests and inspections are to be made so that the Engineer or Engineer may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Engineer and Engineer during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Engineer or Engineer requests for interpretations, and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Engineer or Engineer and Owner, and, if the proposed changes are accepted or required by the Owner, prepare Change Orders or Construction Change Directives that incorporate the Engineer's or Engineer's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Engineer or Engineer for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Engineer those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Engineer or Engineer, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Engineer or Engineer.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Engineer or Engineer, and coordinate resolution, as necessary, of any such impacts.

§ 3.3.21 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

§ 3.3.21.2 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Engineer or Engineer, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;

- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports;
- .11 Photographs to document the progress of the Project;
- .12 Status reports on permits and approvals of authorities having jurisdiction; and
- .13 Any other items the Owner may require:

§ 3.3.21.3 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractors' work force reports;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Engineer or Engineer, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

§ 3.3.23 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.24 With the Owner's maintenance personnel, the Construction Manager shall observe the Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.25 When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with that Contractor, prepare for the Engineer or Engineer a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Engineer or Engineer in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.26 When the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Engineer or Engineer shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractors. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall perform an inspection to confirm the completion of the Work of the Contractors and make recommendations to the Engineer or Engineer when the Work of all of the Contractors is ready for final inspection. The Construction Manager shall assist the Engineer in conducting the final inspection.

§ 3.3.27 The Construction Manager shall forward to the Owner, with a copy to the Engineer or Engineer, the following information received from the Contractors: (1) certificates of insurance ; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractors under the Contract Documents, including warranties and similar submittals.

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Engineer a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

§ 3.3.29 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Engineer, Engineer, and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.30 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.3.31 Prompt written notice shall be given by the Construction Manager to the Owner, Engineer, and Engineer if the Construction Manager becomes aware of any defect in the Work performed by Contractors or of Contractors' nonconformance with the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Construction Manager, Owner or not provided)</i>
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Not Provided
§ 4.1.1.4 Engineerural Interior Design (B252 TM 2007)	Owner
§ 4.1.1.5 LEED Certification	Not Provided
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.2 Construction Manager's Additional Services

On behalf of the City of Tupelo, the Construction Manager shall assist in acquisition of easements, as requested by the Owner.

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to

compensation pursuant to Section 11.3. § 4.2.2 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following Additional Services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination, the Owner shall have no further obligation to compensate the Construction Manager for those services, and the Construction Manager shall have no further obligation to perform such services.. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.
- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ~~«thirty-six»~~ («36») months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Engineer. The Owner and the Engineer, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased, or fast-track design and construction provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 if necessary, the Owner shall retain an Engineer to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Engineer, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Engineer, and any further modifications to the Engineer’s scope of services in the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager’s services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner’s responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 5.10 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.11 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.12 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.13 The Owner shall provide prompt written notice to the Construction Manager and Engineer if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Engineer’s Instruments of Service or any fault or defect in the Construction Manager’s services.

§ 5.14 The Owner reserves the right to perform construction and operations related to the Project with the Owner’s own forces, and to award contracts in connection with the Project which are not part of the Construction Manager’s responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager’s ability to perform the Construction Manager’s responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Engineer in all communications that relate to or affect the Engineer's services or professional responsibilities. The Owner shall promptly notify the Engineer of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Engineer's consultants shall be through the Engineer.

§ 5.16 Before executing the Contracts for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contracts for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.17 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractors to provide the Construction Manager access to the Work wherever it is in preparation or progress.

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Engineer and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Engineer; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget for the Cost of the Work, and the estimates of the Cost of the Work prepared by the Construction Manager, represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials; or equipment; the Contractors' methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Construction Manager.

§ 6.3 If the Owner's Engineer is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Engineer's cost estimates, the Construction Manager and the Engineer shall work together to reconcile the cost estimates.

§ 6.4 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Engineer, shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Construction Manager and Engineer in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Engineer, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Engineer to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending

mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

« »

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

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

« Half of the Construction Managers' Fee if the Work is less than 50% complete and all of the Construction Manager's Fee if the Work is more than 50% complete.»

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Engineer.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall provide professional credit for the Engineer and the Contractors in the Construction Manager's promotional materials for the Project. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The City's mandatory addendum is attached hereto as "Exhibit B." The parties agree that all terms contained in the attached Exhibit B are immediately enforceable and shall control over any contradicting provision contained in this agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« The Construction Manager shall receive a stipulated sum of \$3,000 a month for Preconstruction Phase Services.

In addition to the monthly fee above, below are the estimating fees for the different stages of the design phase:

- Construction Document Estimate for ARPA Projects - \$4,000
- *Additional estimates upon written request of the owner»

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

« Construction Manager shall receive a fee of the percent of the Cost of the Work in addition to reimbursable expenses as defined below and shown in "Exhibit A"

- i. ARPA Funded Projects = 3%
- ii. Additional Projects unrelated to ARPA
 - 1. \$1 - \$500,000 = 7.5%
 - 2. \$500,001 to \$1,000,000 = 5.5%
 - 3. Greater than \$1,000,000 = 3%»

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«n/a»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

« The Construction Manager shall be compensated per the rates specified in "Exhibit A" and a 3% fee on additional Cost of the Work.»

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus «10 » percent («10 » %), or as follows:

(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«Per attached "Exhibit A"»

Employee or Category	Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

The Owner agrees to pay the Reimbursable Expenses anticipated by the Construction Manager as scheduled, listed and budgeted in "Exhibit A" for the planned 24 month construction duration of the project. This list is provided as a means to establish a "not to exceed" value for the Owner's budget.

Any need to extend the project duration through no fault of the Construction Manager, or broaden the scope of the Reimbursable Expenses as listed in "Exhibit A", shall be requested in writing by the Construction Manager and approved by the Owner via Change Order to this contract.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus «ten» percent («10» %) of the expenses incurred.

§ 11.7 Construction Manager's Insurance. If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below. (Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

« »

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

§ 11.8.1.1 An initial payment of «zero dollars and zero cents» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.8.2 Progress Payments

§ 11.8.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid «thirty» («30») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

«.8» % «annual»

§ 11.8.2.2 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.8.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .4 Other documents: (List other documents, if any, forming part of the Agreement.)

«Exhibit A – Reimbursable Expenses
Exhibit B - Mandatory Addendum to City of Tupelo
Contracts»

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

City of Tupelo

Innovative Construction Management, LLC

OWNER (Signature)

«Todd Jordan »«Mayor, City of Tupelo »
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

«Casey B. Rogers, »«President »
(Printed name and title)

T
I
M
E
S

Exhibit A Anticipated Reimbursable Cost		
PERSONNEL		
PROJECT MANAGER		\$95.00 Hour
ASSISTANT PROJECT MANAGER		\$75.00 Hour
SUPERINTENDENT		\$95.00 Hour
PROJECT ENGINEER		\$57.00 Hour
Reimbursible Expenses		
JOB PHONE / DATA		\$350 Month
CELL PHONE		\$600 Month
PROCORE PROJECT MANAGEMENT	1% of job volume	LS
VEHICLE PER SUPER / PE		\$650 Month
FUEL PER SUPER / PE		\$750 Month
SAFETY SUPPLIES & AUDITS		\$1,000 Month
JOB MOVE IN & MOVE OUT (Demob Site)		\$2,500 TRIP
PROFESSIONAL & GEN LIABILITY INSURANCE	1.5% of ICM contract	LS

EXHIBIT B

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

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

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

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

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

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

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

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

- 20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:

CITY
Date:

CONTRACTING PARTY
Date:

EXHIBIT C

GROUP 2

Storm Water:

Robins Field arched pipe repairs	\$ 475,000
Holly Hill pipe project	\$ 200,000
Gum Tree Park pipe project	\$ 200,000
Ford Circle pipe project	\$ 200,000
City Park pipe project	\$ 500,000
Van Buren pipe project	\$ 425,000
Ridgeway Drive pipe replacement	\$ 150,000

GROUP 3

Cooper Tire reshape and rip rap ditch	\$ 1,250,000
Haven Acres reshape and rip rap ditch	\$ 1,350,000
Mitchell Road pipe drain upgrade and replacements	\$ 300,000
Gun Club Road box culvert upgrades	\$ 450,000
Barnes Crossing box culvert upgrades	\$ 750,000
Medical Park pipe replacement	\$ 200,000
Danielle Cove replace pipe and rip rap downstream	\$ 450,000



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE: June 1, 2023

SUBJECT: IN THE MATTER OF ADOPTION OF EMPLOYEE HANDBOOK POLICY
317 TRAINING OPPORTUNITIES

Request:

Adopt the attached amendment to the employee handbook as policy 317 which notifies employees that certain training and professional development opportunities may be available to them and to authorize the City to recoup any training expenses paid by the city when an employee terminates their employment with the city within 1-year of the training expense being incurred.