



TUPELO REGULAR CITY COUNCIL MEETING

AUGUST 15, 2023 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER TRAVIS BEARD

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER LYNN BRYAN

CALL TO ORDER: COUNCIL PRESIDENT TRAVIS BEARD

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

RECOGNITION GIRL/BOY SCOUTS

EMPLOYEE RECOGNITION

PUBLIC RECOGNITION

MAYOR'S REMARKS

(CLOSE REGULAR MEETING OPEN PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

1. IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **DRB**
2. IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS **DRB**

APPEALS

CITIZEN HEARING

3. PATRICIA H ROSS

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

(CLOSE REGULAR SESSION)

ROUTINE AGENDA

4. IN THE MATTER OF COUNCIL MINUTES OF AUGUST 1, 2023
5. IN THE MATTER OF BILL PAY **KH**

CHAD MIMS
LYNN BRYAN
ROSIE JONES
6. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**
7. IN THE MATTER OF BUDGET AMENDMENT #9 FOR FY 2023 AND DONATION OF \$18,500 FROM JUST JESUS, INC. **KH**
8. IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – FIRE DEPARTMENT TRUCK **AC**
9. IN THE MATTER OF REVIEW / APPROVE PROPERTIES FOR LOT MOWING **DRB**
10. IN THE MATTER OF REVIEW/APPROVE PROPERTIES FOR DEMOLITION **DRB**
11. IN THE MATTER OF REVIEW/APPROVE LIENS FOR LOT MOWING **DRB**
12. IN THE MATTER OF CHANGE ORDER FOR STP-0430-00 (021) LPA / 107362-70100 CONSTRUCTION OF SIDEWALK CROSSINGS AT VARIOUS LOCATIONS IN TUPELO, MS PROJECT **DRB**
13. IN THE MATTER OF VEHICLE TRANSFER FROM WATER AND LIGHT TO PUBLIC WORKS **CW**
14. IN THE MATTER OF BID APPROVAL OF ARPA PROJECT - GUM TREE PARK DRAINAGE IMPROVEMENTS 2023-029PW **CW**
15. IN THE MATTER OF APPROVAL OF AN ORDINANCE AMENDING THE TUPELO WATER & LIGHT DEPARTMENT’S SERVICE PRACTICE STANDARDS: SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE, APPENDIX A: SCHEDULE OF RATES, CHARGES AND FEES: CUSTOMER SERVICE CHARGES **JT**

16. IN THE MATTER OF APPROVAL OF AN ORDINANCE AMENDING THE TUPELO WATER & LIGHT DEPARTMENT'S ELECTRIC RATES **JT**
17. IN THE MATTER OF CVB BOARD MINS. AUGUST 1, 2023 **NM**
18. IN THE MATTER OF APPOINTMENT OF EMILY ELLIOT TO CVB BOARD **NM**
19. IN THE MATTER OF CONTRACT APPROVAL FOR THE DEPOT (FARMERS MARKET) AUTHORIZING MAYOR TO EXECUTE DOCUMENTS **NM**
20. IN THE MATTER OF CONTRACT APPROVAL WITH PRYOR MORROW AND AUTHORIZE MAYOR TO EXECUTE DOCUMENT **NM**
21. IN THE MATTER OF AN ORDER AUTHORIZING THE ISSUANCE OF A CREDIT CARD TO THE MAYOR FOR USE RELATED TO HIS OFFICIAL TRAVEL AND FOR OTHER EXPENSES RELATED TO THE OFFICIAL TRAVEL OF OTHER EMPLOYEES AND OFFICIALS OF THE CITY OF TUPELO **SR**
22. IN THE MATTER OF APPOINTMENT OF STEPHANIE COOMER AS DIRECTOR OF CONVENTION AND VISITORS BUREAU **TJ**
23. IN THE MATTER OF APPOINTMENT OF TANNER NEWMAN AS DIRECTOR OF DEPARTMENT OF DEVELOPMENT SERVICES **TJ**
24. IN THE MATTER OF ORDER AUTHORIZING SMALL EXPENDITURE TO MATCH SECTION 42 AND/OR HISTORIC TAX CREDITS FUNDS FOR CARNATION PLANT RENOVATIONS PROJECT **BL**
25. IN THE MATTER OF ORDER CORRECTING MINUTES OF 9-6-2022 **BL**

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT



AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, Interim Director of Development Services
DATE August 10, 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

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44633	089J3131400	915 W JEFFERSON ST	COLLINS ALICIA KAITLYN	915 W JEFFERSON ST	TUPELO, MS 38804	SB
2.	44635	089J3131300	913 W JEFFERSON ST	BEARD DAVID L	913 W JEFFERSON	TUPELO, MS 38804	SB
3.	44636	089J3118300	920 BLAIR ST	FISHER CHARLES	2409 21ST AVE N	COLUMBUS, MS 39701	SB
4.	44637	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
5.	44641	077E2618700	2704 ARLINGTON DR	FRANKS BRIANA ANAIS & COLE JOHN EASTON	2704 ARLINGTON DR.	TUPELO, MS 38801	TP
6.	44647	101B0219500	2607 BRYAN ST	SHARP JULIA PRENEICE LOWER	205 DOE RUN RD	TUPELO, MS 38801	RS
7.	44666	101B0206400	2400 BRYAN ST	TURBO PROPERTIES LLC	208 N GLOSTER STREET	TUPELO, MS 38804	RS
8.	44672	088N3312500	1003 KINGSLEY DR	WEBB DEAN & STEVE WHITEHEAD & MELVIN T S	1140 CR 811	SALTILLO, MS 38866	RS
9.	44678	088N3312700	1007 KINGSLEY DR	ZEGARRA FRANCY P OSORIO	610 N PARK ST UNIT 1	TUPELO, MS 38804	RS
10	44681	077B2601500	1504 SUNSET DR	KEITH AMANDA CAROL	1504 SUNSET DR	TUPELO, MS 38801	DS
11	44684	113E0600100	VAN BUREN AVE	DODGE FAMILY LTD PARTNERSHIP	P O DRAWER 1688	TUPELO, MS 38802	DS
12	44719	077Q3614500	203 S SMITH ST	VERNER JOHN	1705-B FORREST ST	TUPELO, MS 38801	SB

Preliminary Lot Mowing Report for

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	44725	077Q3617700	1603 W MAIN ST	SE REAL ESTATE GROUP LLC	5717 E THOMAS RD STE 100	SCOTTSDALE, AZ 85251	SB
14	44726	077Q3617900	1701 W MAIN ST	UNDER A ROOF LLC	529 WOOTEN COVE	TUPELO, MS 38801	SB
15	44727	077Q3616400	1503 W MAIN ST	TRUONGUYEN LLC*	3271 FORREST HILL	BELDEN, MS 38826	SB
16	44728	077Q3616500	1507 W MAIN ST	BELLAMARE DEVELOPMENT LLC	28 EASTBROOKE CIRCLE	MADISON, MS 39110	SB
17	44730	077Q3608100	1400 CENTRAL AVE	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	SB
18	44738	101D0114800	1200 PRESIDENT AVE	HINTON AUSTIN R & TAYLOR R	1200 PRESIDENT AVE	TUPELO, MS 38801	SB
19	44740	077Q3616100	111 S SMITH ST	KEMA SABE INC	P.O. BOX 54	TUPELO, MS 38801	DS
20	44743	101A0214700	2511 BUCKNER AVE	SPENCER MARY JO	2511 BUCKNER	TUPELO, MS 38801	DS
21	44748	075S1605217	MCCULLOUGH BLVD	REYES ANA B	P O BOX 584	SALTILLO, MS 38866	TP
22	44753	112C0304600	748 S FEEMSTER LAKE RD	PUCKETT LAZETTE F	748 FEEMSTER LAKE RD	TUPELO, MS 38804	DS
23	44754	101M1209300	2111 PRESIDENT AVE	BARNES E C ELOISE	2111 PRESIDENT	TUPELO, MS 38801	DS
24	44755	101B0212300	411 LAKEVIEW DR	LEIFHEIT MARTY A & REGINA PRESLEY	411 LAKEVIEW DR	TUPELO, MS 38801	DS

Preliminary Lot Mowing Report for

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	44756	077J3508100	2069 BRIARFIELD DR	GENE TAYLOR CONSTRUCTION CO INC	5989 PURNELL RD	BELDEN, MS 38826	DS
26	44758	088J3301900	1171 KELLY ST	GAMIEL MOHAMED	115 CR 1850	TUPELO, MS 38804	RS
27	44760	088J3301002	1203 KELLY ST	RODAS CLAUDIA & LAURO ALBERTO RODAS	1009 HOOVER ST	TUPELO, MS 38801	RS
28	44761	088J3302400	1210 KELLY ST	SANDERS SHEILA	2512 SOUTH GLOSTER	TUPELO, MS 38801	RS
29	44763	101A0223300	JASMINE CT	SPRING LAKE RANCH HOMEOWNERS ASSOC	P O BOX 3182	TUPELO, MS 38803	DS
30	44764	089E3018300	811 N MADISON ST	FIELDER ARTHUR Jafa JR & ROWENA	5203 GOLF VALLEY WAY	STONE MOUNTAIN, GA 30088	SB
31	44765	089E3017300	901 N MADISON ST	HODGE HUSHEL	901 N MADISON ST	TUPELO, MS 38804	SB
32	44766	089F3002500	532 W BARNES ST	CHRISTIAN CAREPLEX	906 N MADISON ST	TUPELO, MS 38804	SB
33	44767	089F3005400	527 W BARNES ST	BENNETT HILLS INC	P O BOX 3786	MERIDIAN, MS 39303-3786	SB
34	44768	089F3005200	523 W BARNES ST	WALLACE NELVIN B & GLORIA D	970 CHESTERVILLE ROAD	BELDEN, MS 38826	SB
35	44770	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	SB
36	44771	089F3005000	517 W BARNES ST	ROBINSON ANGELA	146 12TH STREET	RICHMOND, CA 94801	SB

Preliminary Lot Mowing Report for

Item # 1.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
37	44772	089N3103600	903 W MAIN ST	FIVE TALENTS PROPERTIES OF MS 1 LLC	P O BOX 535	CRESTVIEW, FL 32536	SB
38	44773	077C2506000	1355 KINCANNON ST	W L JONES INVESTMENTS LLC	216A RD 1802	SALTILLO, MS 38866	TP
39	44776	077D2501400	1615 CLAYTON AVE	BELL LIBERTY L	650 W MAIN ST	TUPELO, MS 38804	TP
40							
41							
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AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, Interim Director of Development Services
DATE: August 10, 2023
SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS **DRB**

Request: DRB

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

2773 St. Andrews Drive	075J-21-041-00
2607 Mt. Vernon Road	076S-14-013-00
2625 Hampton Avenue	101A-02-064-00
5768 Chesterville Road	079T-29-022-01



HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44388

Vs.

KEVIN BARBER AND SHANNON BARBER

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

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **2773 ST. ANDREWS CIRCLE, PARCEL #075J-21-041-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness 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 **08/15/2023, 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 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.

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 31ST DAY OF JULY, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION**2773 SAINT ANDREWS DRIVE****BASIC INFORMATION**

- ▶ PARCEL: 075J-21-041-00
- ▶ CASE: 44388
- ▶ WARD: 1
- ▶ TAX VALUE: \$302,710
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$243,480
Left side	\$179,340
Rear	\$325,710
Across street	\$339,060

TAXES/LIENS

Taxes – CURRENT NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS NONE
- ▶ CURRENT STATUS –OWNERS HAVE MOVED
- ▶ Fire occurred on 2/26/22 in the early morning. The owners have moved. They have been in contact and say they are working with the insurance company to have the house demolished.

06/28/2023

BARBER KEVIN L & SHANNON D
2773 ST ANDREWS
BELDEN, MS 38826

Re: CASE # 44388
2773 SAINT ANDREWS DR,
PARCEL NUMBER: 075J2104100



Dear Property Owner or Tenant,


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

VIOLATION	DETAILS/REMEDY
BUILDING MAINTENANCE DEMOLITION 21-19-11	REPAIR OR DEMOLISH

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 8/26/23	REINSPECTION DATE: 8/26/23
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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

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

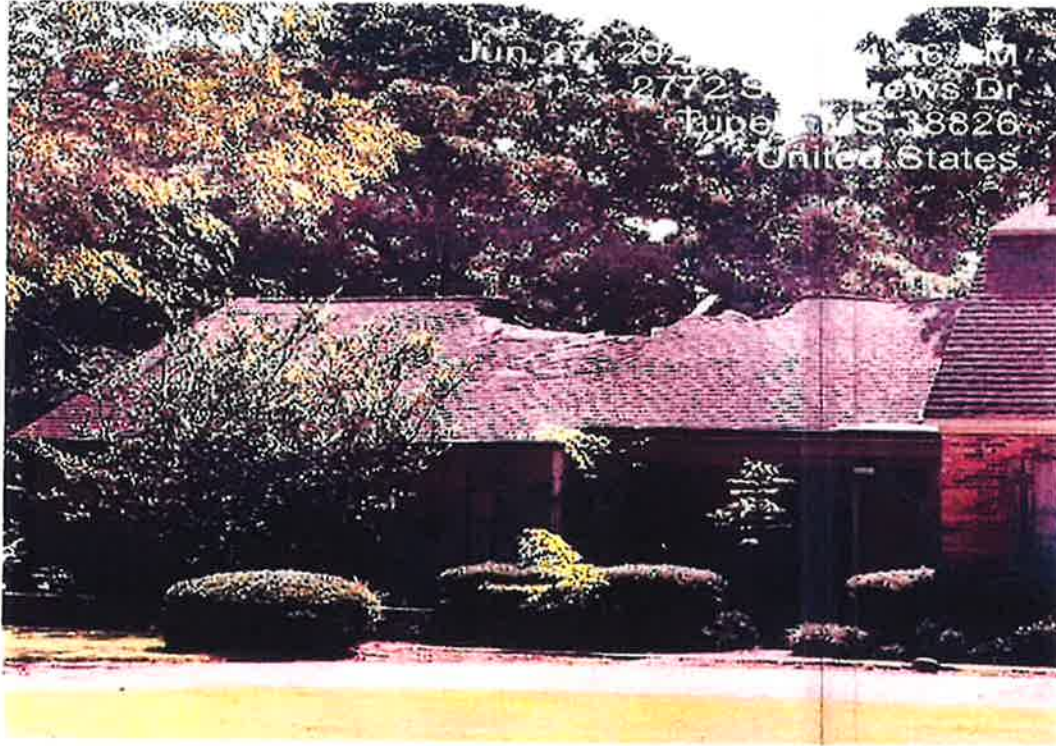
13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice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

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





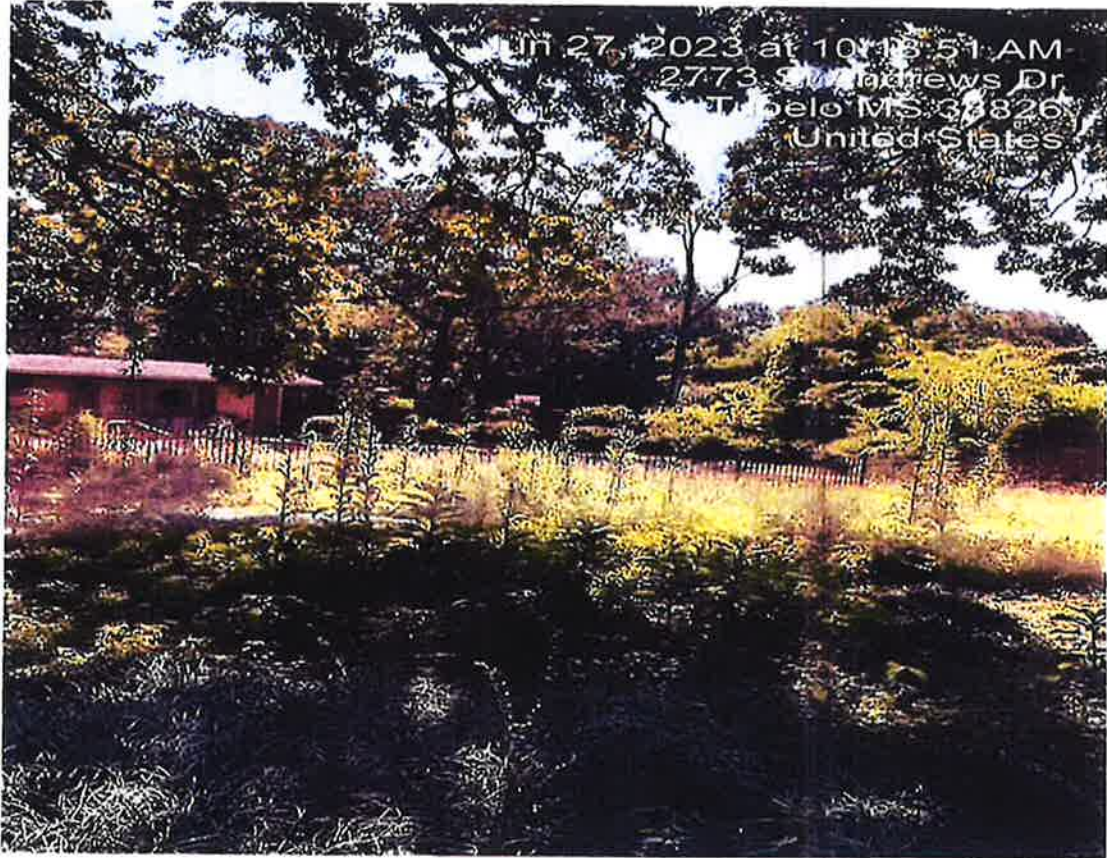
EXHIBITS

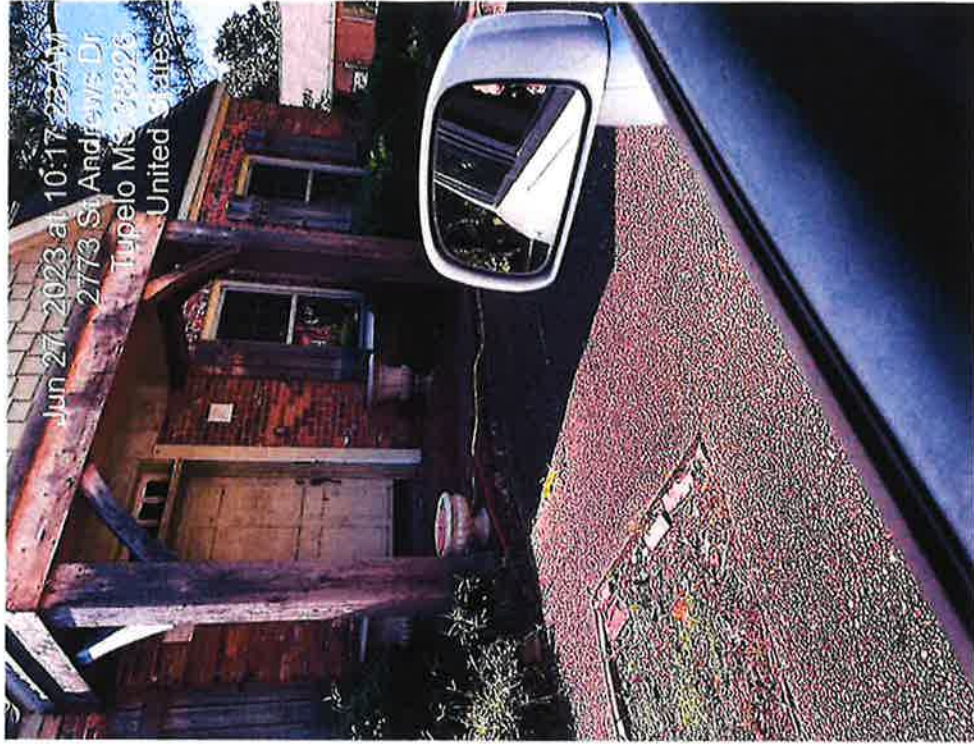


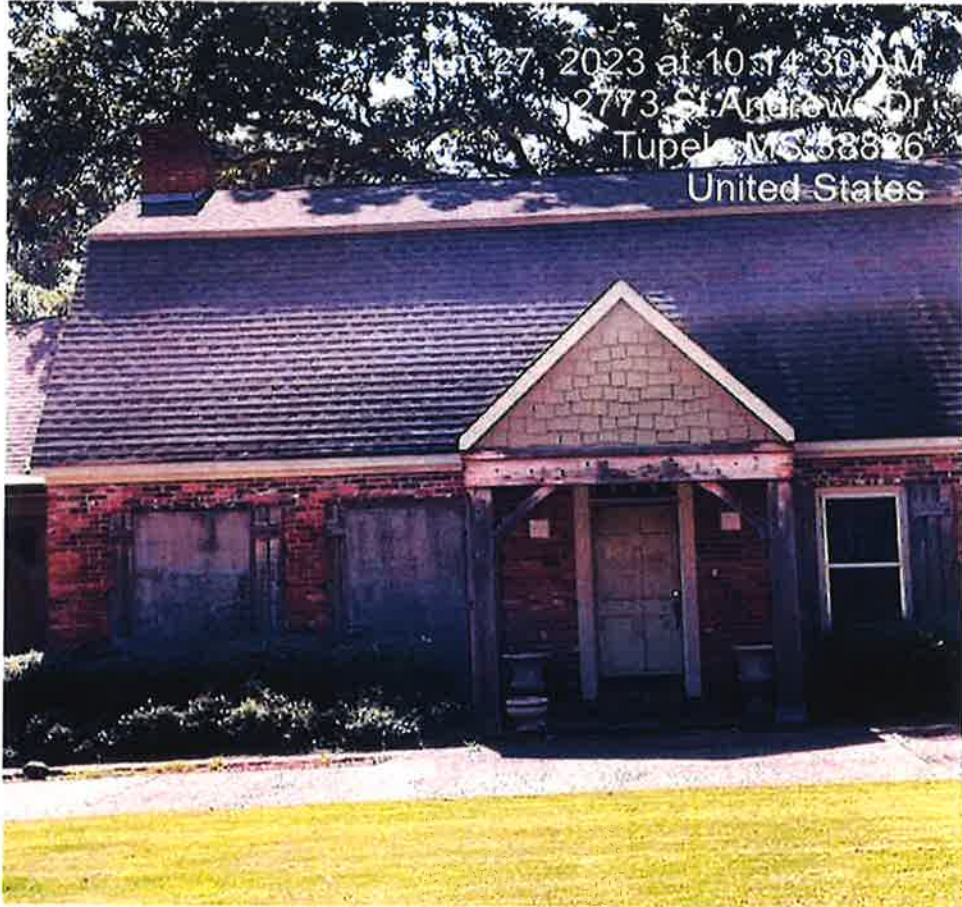
Jun 27, 2023 at 10:16 AM
2772 S. Lewis Dr
Tupelo, MS 38826
United States



Jun 27, 2023 at 10:16 AM
2773 St A
Tupelo, MS 3826
United States









HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44140

Vs.

LINDA SUE ROBERTS ESTATE AND ANY PERSON
CLAIMING ANY LEGAL OR EQUITABLE INTEREST
IN PROPERTY LOCATED AT 2625 HAMPTON AVENUE

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

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

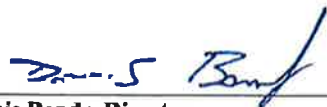
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **2625 HAMPTON AVENUE PARCEL #101A-02-064-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness 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 **08/15/2023, 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 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.

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 31ST DAY OF JULY, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION
2625 HAMPTON AVENUE

BASIC INFORMATION

- ▶ PARCEL: 101A-02-064-00
- ▶ CASE: 44140
- ▶ WARD: 06
- ▶ TAX VALUE: \$110,540
- ▶ VACANT: NO
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$112,730
Left side	\$99,890
Rear	\$81,870
Across street	\$99,090

TAXES/LIENS

Taxes – ARREARS NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 13
- ▶ CURRENT STATUS –OWNER LIVES IN HOUSE
- ▶ This property has been in bad shape since 2012. The pool has been drained by the property owner a number of times but it is no longer being maintained. It is filling up and is a health hazard. The grounds are overgrown. This is posing a problem for the neighborhood and they consistently file complaints. The city has received no response to visits or correspondence.

05/15/2023

DANIEL ROBERTS
2625 HAMPTON
TUPELO, MS 38801



Re: CASE # 44140
2625 HAMPTON AVE,
PARCEL NUMBER: 101A0206400

Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
BLDG MAINT	FAILURE TO MAINTAIN THE PROPERTY.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:	REINSPECTION DATE: 05/31/2023
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Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

David Shelton 871-2027
DAVID SHELTON
Code Enforcement

IPMC SEC 110 - DEMOLITION (110.1-110.4

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

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.

(28) 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

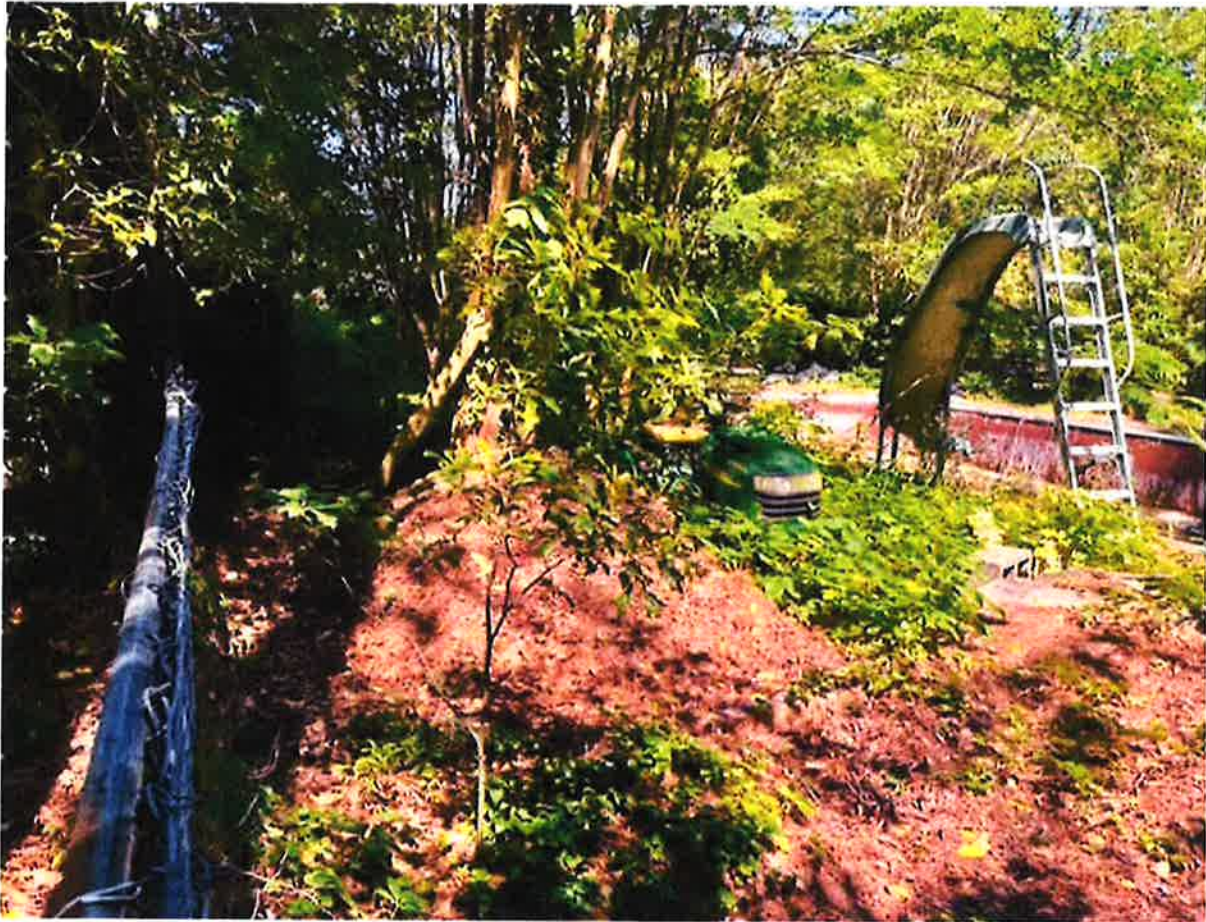
(29) subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

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

EITHER MAKE NECESSARY REPAIRS OR BUILDING MAY BE DEMOLISHED.









HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44275

Vs.

RICHARD ALLEN DUKE

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

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


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

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **5768 CHESTERVILLE ROAD PARCEL #1079T-29-022-01, 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 **08/15/2023, 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 undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

WITNESS MY SIGNATURE, THIS THE 31ST DAY OF JULY, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 2.

5768 CHESTERVILLE ROAD

BASIC INFORMATION

- ▶ PARCEL: 079T-29-022-01
- ▶ CASE: 44275
- ▶ WARD: 06
- ▶ TAX VALUE: \$64,590
- ▶ VACANT: NO
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$61,130 (One parcel circles around all sides of property)
Left side	\$
Rear	\$
Across street	\$121,560

TAXES/LIENS

Taxes – CURRENT NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 2
- ▶ CURRENT STATUS –OWNER USES HOUSE AS STORAGE
- ▶ This property was taken into the city on the last annexation. The home is vacant. The family lives in a home which cannot be seen from the road that is on the adjoining parcel. The family (as a whole) are hoarders and are using the house on this property for storage.

06/13/2023

DUKE RICHARD ALLEN
5786 CHESTERVILLE RD
TUPELO, MS 38801

Re: CASE # 44275
5768 CHESTERVILLE RD,
PARCEL NUMBER: 079T2902201



Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
BUILDING MAINTENANCE	REPAIR AND PAINT EXTERIOR OF HOUSE
JUNK AND LITTER AND OUTSIDE STORAGE	REMOVE ALL JUNK AND LITTER FROM YARD
JUNK VEHICLES	HAUL OFF OLD JUNK VEHICLES
LANDSCAPE MANINTENANCE	CUT DOWN OLD ROTTEN TREES, TRIM BUSHES AND CUT YARD

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 7/13/2023	REINSPECTION DATE: 7/13/2023
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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

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

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



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

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

11.6.3(8) **Junk:** It shall be unlawful for the owner or occupant of any property within the City to utilize said property for the storage and accumulation of used, discarded or worn out materials or manufactured products, whether reusable or not, including but not limited to appliances, building materials, building rubbish, trash, garbage, waste products, metal products, and similar items.

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

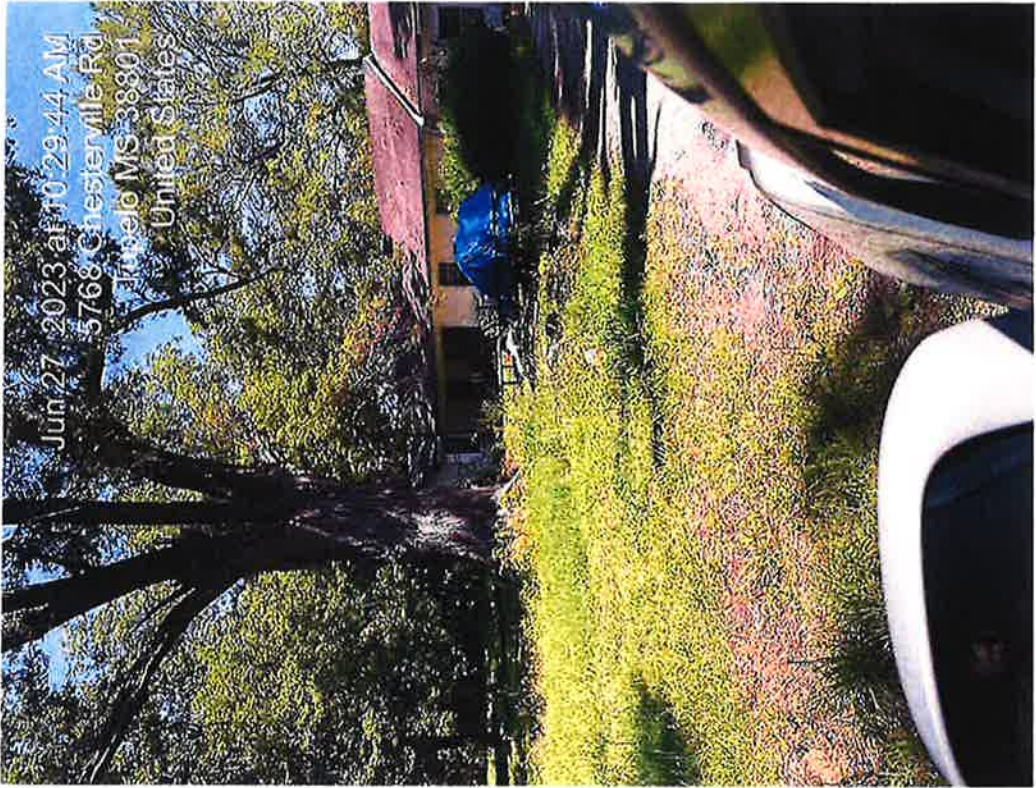
- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned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

EXHIBITS











HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44267

Vs.

JEFFERY E. REYNOLDS AND ANDREA L. REYNOLDS

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

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

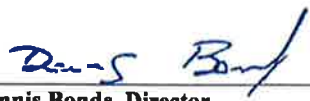
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **2607 MT. VERNON ROAD, PARCEL #076S-14-013-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **08/15/2023, 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 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.

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 31ST DAY OF JULY, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 2.

2607 MOUNT VERNON ROAD

BASIC INFORMATION

- ▶ PARCEL: 076S-14-013-00
- ▶ CASE: 44267
- ▶ WARD: 01
- ▶ TAX VALUE: \$220,500
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$601,460
Left side	\$262,200
Rear	\$215,520
Across street	\$538,600

TAXES/LIENS

Taxes – CURRENT NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS NONE
- ▶ CURRENT STATUS –OWNERS HAVE MOVED
- ▶ Fire occurred in 5/24/23. The owners have moved. They have been in contact recently to let us know that they are working with their insurance company to have the home demolished.

06/13/2023

REYNOLDS JEFFERY E & ANDREA L
1511 LEIGHTON
TUPELO, MS 38801



Re: CASE # 44267
2607 MOUNT VERNON RD,
PARCEL NUMBER: 076S1401300

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
21-19-11 DEMOLITION OF A BURNE, UNSAFE HOUSE	GET A BUILDING PERMIT AND REPAIR OR DEMOLISH THIS HOUSE
JUNK AND LITTER	REMOVE ALL JUNK AND LITTER FROM THE FRONT YARD.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 7/13/2023	REINSPECTION DATE: 7/13/2023
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Thank you in advance for your compliance. If you have questions, please call 662.871-2027.

Sincerely,



 DAVID SHELTON
 Code Enforcement

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

11.6.3(8) Junk: It shall be unlawful for the owner or occupant of any property within the City to utilize said property for the storage and accumulation of used, discarded or worn out materials or manufactured products, whether reusable or not, including but not limited to appliances, building materials, building rubbish, trash, garbage, waste products, metal products, and similar items.

11.6.3(9) Open Storage: Open or outside storage of materials and products shall be prohibited in all zoning districts except Industrial, if within view from the street or if not screened from the view of neighbors by opaque fencing or landscaping.

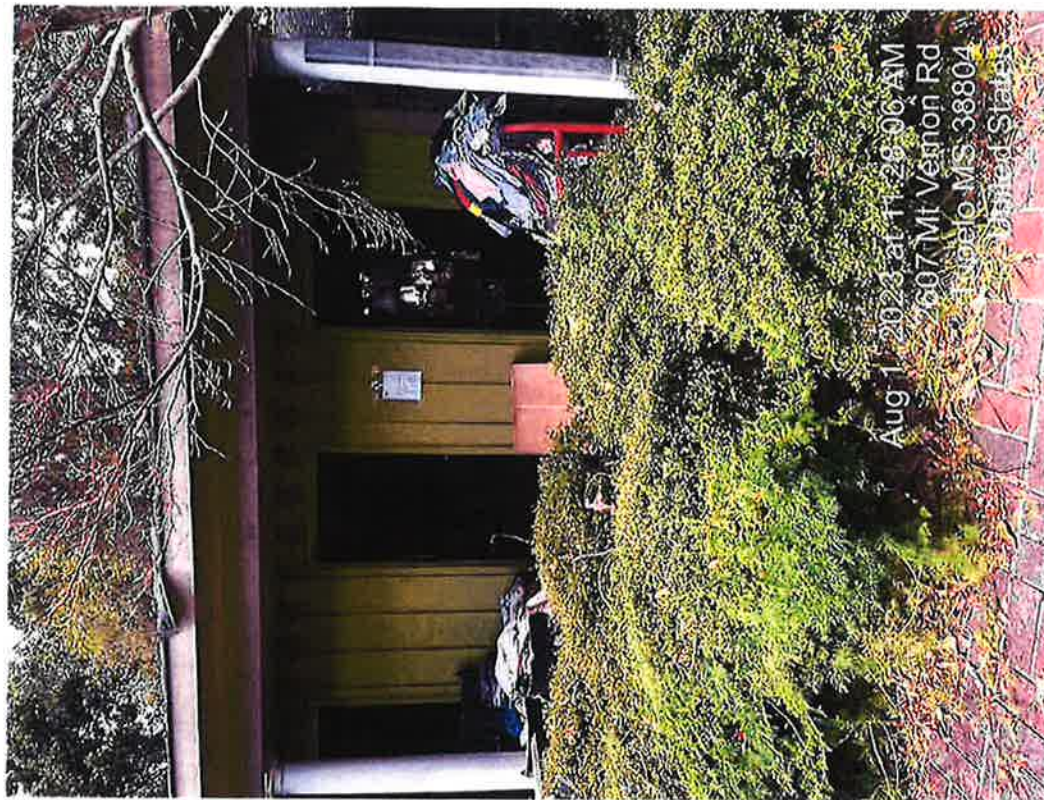
13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice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

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

EXHIBITS









AGENDA REQUEST

TO: Mayor and City Council
FROM: Missy Shelton, Council Clerk
DATE: August 9, 2023
SUBJECT: IN THE MATTER OF COUNCIL MINUTES OF AUGUST 1, 2023

Request:

For your review and approval.

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 01, 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, August 1, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney, and Missy Shelton, Clerk of the Council. Council Member Beard led the invocation. Council Member Lynn Bryan led the pledge of allegiance.

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Davis moved, seconded by Council Member Palmer, to confirm the agenda and agenda order, as presented. The vote was unanimous in favor.

EMPLOYEE RECOGNITION

Mayor Todd Jordan recognized David Lee with the Tupelo Fire Department for 25 years of service.

PUBLIC RECOGNITION

IN THE MATTER OF ANNUAL REPORT OF POLICE ADVISORY BOARD

Council President Travis Beard acknowledged Mr. Bill Allen, Chairman of the Tupelo Advisory Board, who gave the Annual Report of the Tupelo Advisory Board. APPENDIX A

Council Member Gaston congratulated the Tupelo Aquatic Center for the successful Southern Zone Swim Meet. There were 300 swimmers who participated. She also thanked all the volunteers that helped with the event.

Council Member Jones wished all the students and teachers a successful year for the upcoming year.

Council Member Palmer seconded the accolades for the Tupelo Aquatic Center.

Council Member Bryan said that Tupelo was well represented with 12 scouts in the recent Scouts National Jamboree. He also reminded everyone to be sure to go vote next week in the County/State elections.

Council Member Davis said the recent Lee Williams event was a success. She gave special thanks to Othea James for all her hard work. Mrs. Davis invited everyone to the Open House/Ribbon Cutting at

Parkhill Dynasty tomorrow at 11:00. She also congratulated City Attorney Ben Logan on his recent wedding.

Council Member Beard welcomed Elizabeth Clark of Butler Snow out of Ridgeland, Mississippi. He also congratulated Ben Logan on his recent marriage.

MAYOR'S REMARKS

Mayor Jordan thanked Leesha Faulkner for all the hard work on the backpack drive. They gave out 100 backpacks to children going back to school. He said the Convention and Visitor's Bureau gave the statistics for July. He said the numbers of hotel visits and restaurants was great. He also told about the 1st body building championship coming to Tupelo soon.

PUBLIC HEARINGS

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING DRB

No one appeared for the Public Hearing for the following properties:

Parcel Location

113E0614400 813 SHUMACOLA TRL

101H0115002 823 SHUMACOLA TRL

089J3118902 910 ALLEN ST

089J3121200 905 ALLEN ST

105D1504100 2972 MOORE AVE

077M3610000 206 RANKIN BLVD

089J3131900 318 RILEY ST

089J3132000 325 RILEY ST

IN THE MATTER OF PUBLIC HEARING-2024 BUDGET

The following individuals were present to address this issue:

Robbie Parham and Ms. Pam Hadley

Regional Rehabilitation Center

IN THE MATTER OF APPROVAL OF MINUTES OF JULY 18, 2023 COUNCIL MEETING

Council Member Palmer moved, seconded by Council Member Bryan, to approve the minutes of the July 18, 2023 Regular Council meeting. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

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

IN THE MATTER OF CREATION OF (2) NEW BANK ACCOUNTS-STATE FUNDS

Council Member Janet Gaston recused herself for the next item of business.

Council Member Davis moved, seconded by Council Member Jones, to approve an Order of the Governing Authorities of the City of Tupelo Authorizing the Opening of Special Project Accounts at Cadence Bank. The vote was, as follows:

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

APPENDIX D

Council Member Gaston rejoined the meeting.

IN THE MATTER OF AMENDING POLICE ADVISORY BOARD ORDINANCE CHAPTER 2, SECTION 2-266 (2), CITY OF TUPELO CODE OF ORDINANCES

Council Member Bryan moved, seconded by Council Member Palmer, to approve an Ordinance to Amend Section 2-266(2) of the City of Tupelo Code of Ordinances to state that regular meetings of the Citizen's Police Advisory Board shall be held every month - on the 2nd Thursday of each month at 5:30 PM beginning in August, 2023. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - HAVEN ACRES DITCH PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Gaston moved, seconded by Council Member Mims, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Haven Acres Ditch Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 24-2-SW-5.6. The project cost is \$1,493,793.00 and the match is \$729,336.72. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - MITCHELL ROAD CROSS DRAINS PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Bryan moved, seconded by Council Member Jones, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Mitchell Road Cross Drains Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 26-2-SW-5.6. The project cost is \$372,600.00 and the match is \$176,904.00. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - GUN CLUB ROAD BOX CULVERT PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Bryan moved, seconded by Council Member Palmer, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Gun Club Road Box Culvert Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 27-2-SW-5.6. The project cost is \$552,600.00 and the match is \$265,104.00. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - BARNES CROSSING ROAD BOX CULVERT PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Davis moved, seconded by Council Member Mims, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Barnes Crossing Road Box Culvert Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 28-2-SW-5.6. The project cost is \$912,000.00 and the match is \$441,480.00. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - MEDICAL PARK PIPE REPLACEMENT PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Gaston moved, seconded by Council Member Jones, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Medical Park Pipe Replacement Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 30-2-SW-5.6. The project cost is \$250,400.00 and the match is \$7118,016.00. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - DANIELLE COVE PIPE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Palmer moved, seconded by Council Member Jones, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Danielle Cove Pipe Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 119-2-SW-5.6. The project cost is \$552,600.00 and the match is \$265,104.00. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - WATER LINE LUMPKIN TO THOMAS PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Davis moved, seconded by Council Member Mims, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Water Line Lumpkin to Thomas Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 177-2-DW-5.15. The project cost is \$743,000.00 and the match is \$359,736.00. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - HWY 45 OUTFALL PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Gaston moved, seconded by Council Member Jones, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Hwy 45 Outfall Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 179-2-CW-5.5. The project cost is \$1,541,186.00 and the match is \$746,028.44. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - SEWER LINE SW PUMP STATION PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Davis moved, seconded by Council Member Gaston, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the Sewer Line SW Pump Station Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 195-2-CW-5.5. The project cost is \$5,336,590.00 and the match is \$2,663,463.60. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - RIP RAP LUMPKIN TO KINGS CREEK PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Palmer moved, seconded by Council Member Jones, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Rip Rap Lumpkin to Kings Creek Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 196-2-SW-5.6. The project cost is \$3,038,990.00 and the match is \$1,196,559.60. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - ROBINS FIELD ARCHED PIPE REPAIRS PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Mims moved, seconded by Council Member Jones, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Robins Field Arched Pipe Repairs Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 198-2-SW-5.6. The project cost is \$828,790.00 and the match is \$401,651.60. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - HOLLY HILL PIPE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Mims moved, seconded by Council Member Jones, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Robins Field Arched Pipe Repairs Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 198-2-SW-5.6. The project cost is \$828,790.00 and the match is \$401,651.60. The vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - GUM TREE PARK PIPE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Mims moved, seconded by Council Member Jones, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Gum Tree Park Pipe Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 200-2-SW-5.6. The project cost is \$716,720.00 and the match is \$346,568.80. The vote was unanimous in favor. APPENDIX R

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - FORD CIRCLE PIPE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Palmer moved, seconded by Council Member Gaston, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Ford Circle Pipe Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 201-2-SW-5.6. The project cost is \$294,176.00 and the match is \$139,367.04. The vote was unanimous in favor. APPENDIX S

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - CITY PARK PIPE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Mims moved, seconded by Council Member Jones, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - City Park Pipe Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 202-2-SW-5.6. The project cost is \$454,672.00 and the match is \$217,286.88. The vote was unanimous in favor. APPENDIX T

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - VAN BUREN PIPE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Davis moved, seconded by Council Member Gaston, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Van Buren Pipe Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 203-2-SW-5.6. The project cost is \$450,904.00 and the match is \$215,486.16. The vote was unanimous in favor. APPENDIX U

IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF TUPELO AND THE MDEQ TO PROVIDE MATCHING GRANT FUNDS FOR THE ARPA PROJECT - RIDGEWAY DRIVE PIPE REPLACEMENT PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT

Council Member Palmer moved, seconded by Council Member Mims, to approve an 'Agreement Between the City of Tupelo and the MS Department of Environmental Quality to Provide Matching Grant Funds for the ARPA project - Ridgeway Drive Pipe Replacement Project and to Authorize the Mayor to Execute said Agreement'. This is the Mississippi Municipality and County Water Infrastructure Grant # 204-2-SW-5.6. The project cost is \$350,128.00 and the match is \$166,355.12. The vote was unanimous in favor. APPENDIX V

IN THE MATTER OF TRA MINUTES OF JANUARY 19 AND MAY 30, 2023

Council Member Bryan moved, seconded by Council Member Palmer, to accept the Tupelo Redevelopment Authority minutes of January 19 and May 30, 2023. The vote was unanimous in favor. APPENDIX W

IN THE MATTER OF PROPERTIES FOR LOT MOWING

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

IN THE MATTER OF LIENS FOR LOT MOWING

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

<u>Address</u>	<u>Parcel Number</u>
25 Harvester's Square	079V-32-131-00
120 South Highland	077Q-36-058-00
505 West Barnes Street	089F-30-047-00
709 Lar-Eli-Do	077F-26-179-00
1815 Martin Hill Drive	088Q-34-008-00
3091 Moore Avenue	105D-15-051-00
3424 Walsh Road	075S-16-001-02
5475 Turning Leaf Cove	079V-32-112-00

Such properties had been previously 1) adjudicated menaces to the public health, safety and welfare of the community and in need of cleaning and 2) cleaned pursuant to Miss. Code Ann. 21-19-11 (1972 as amended).The vote was unanimous in favor. APPENDIX Y

IN THE MATTER OF BID APPROVAL FOR ARPA PROJECT VAN BUREN AVE DRAINAGE IMPROVEMENTS BID NO. 2023-032PW

The City advertised and accepted bids for ARPA project - Bid #2023-32PW – Van Buren Drainage Improvements. Multiple bids were received with the lowest and best bid being from Townes Construction in the amount of \$373,513.00. Council Member Gaston moved, seconded by Council Member Bryan, to award the bid to Townes Construction. The vote was unanimous in favor. APPENDIX Z

IN THE MATTER OF BID APPROVAL FOR 6 MONTH SUPPLY HOT MIX 2023-031PW

The City advertised and accepted bids for Bid #2023-031PW – 6 Month Supply Hot Mix. One bid was received from APAC - MS. Council Member Palmer moved, seconded by Council Member Jones, to

find the properly advertised, single bid as commercially reasonable, and to award the bid to APAC - MS. The vote was unanimous in favor. APPENDIX AA

IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF JUNE 19, 2023

Council Member Bryan moved, seconded by Council Member Palmer, to accept the minutes of the June 19, 2023 meeting of Cadence Bank Arena. The vote was unanimous in favor. APPENDIX BB

IN THE MATTER OF RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON JUNE 20, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS OF THE CITY; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND

Council Member Davis moved, seconded by Council Member Gaston, to approve the Resolution Finding And Determining That The Resolution Adopted On June 20, 2023, Was Duly Published As Required By Law; That No Sufficient Protest Described In Said Resolution Has Been Filed By The Qualified Electors Of The City; And Authorize The Issuance Of Said Bonds And/Or Bond APPENDIX CC

IN THE MATTER OF ACCEPTANCE OF A DONATION OF RABBIT DRIVE TO BE USED AS A PUBLIC RIGHT-OF-WAY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS, USE AND MAINTENANCE

Council Member Bryan moved, seconded by Council Member Mims, to accept a donation of Rabbit Drive to be used as a public right-of-way for vehicular and pedestrian ingress and egress, use and maintenance. The vote was unanimous in favor. APPENDIX DD

EXECUTIVE SESSION

Council Member Bryan moved, seconded by Council Member Palmer, to determine the need for an executive session. Attorney Ben Logan said the session was for personnel matter under Miss. Code Anno. 25-41-7(k) (1972 as amended). The vote was unanimous in favor.

Council Member Davis moved, seconded by Council Member Bryan, to close the regular session and enter executive session for discussion of personnel matter under Miss. Code Anno. 25-41-7(k) (1972 as amended). The vote was unanimous in favor at 6:39 p.m.

After discussion in executive session, Council Member Bryan moved, seconded by Council Member Palmer, to return to the regular meeting at 7:03 p.m. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Jones moved, seconded by Council Member Mims, to adjourn the meeting at 7:04 p.m.

This the 1st day of August, 2023.

Travis Beard, Council President

ATTEST:

Missy Shelton, Council Clerk

APPROVED

Todd Jordan, Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: Kim Hanna, CFO/City Clerk
DATE August 9, 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 August 15, 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: Kim Hanna, CFO

DATE: August 15, 2023

SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #9 FOR FY 2023 AND DONATION OF \$18,500 FROM JUST JESUS, INC. **KH**

Request:

Please review and approve amendment #9 and accept the donation from Just Jesus, Inc for \$18,500 to be used to purchase a wheelchair swing.

ITEMS:

Amendment #9

City of Tupelo
Fy 2023 Budget Revision #9

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2023 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,564,566		7,564,566
Licenses & Permits	1,190,500		1,190,500
Intergovernmental Revenues	34,529,651	2,302,740	36,832,391
Charges for Services	628,000		628,000
Fines & Forfeits	621,000		621,000
Interest Income & Misc. Revenues	703,760		703,760
Other Financing Resources	255,322		255,322
Unreserved Fund Balance	3,604,422	-	3,604,422
Total General Fund Revenues	<u>49,097,221</u>	<u>2,302,740</u>	<u>51,399,961</u>

Purpose: To budget for use tax revenue (2,292,740) and a grant from the Dept of Archives (10,000).

Expenditures:

City Council

Personnel	304,341		304,341
Supplies	7,500		7,500
Other Services & Charges	204,150		204,150
Capital	-	-	-
Total City Council	<u>515,991</u>	<u>-</u>	<u>515,991</u>

Purpose:

Executive Dept.

Personnel	967,625		967,625
Supplies	30,000		30,000
Other Services & Charges	304,850		304,850
Capital	-	-	-
Total Executive Dept.	<u>1,302,475</u>	<u>-</u>	<u>1,302,475</u>

Purpose:

City Court

Personnel	973,567		973,567
Supplies	32,300		32,300
Other Services & Charges	109,154		109,154
Capital	-	-	-
Total City Court	<u>1,115,021</u>	<u>-</u>	<u>1,115,021</u>

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Finance Department</u>			
Personnel	866,256		866,256
Supplies	27,150		27,150
Other Services & Charges	555,897		555,897
Capital	286,532	-	286,532
	<u>1,735,835</u>	<u>-</u>	<u>1,735,835</u>

Purpose:

<u>CVB</u>			
Personnel	156,445		156,445
	<u>156,445</u>	<u>-</u>	<u>156,445</u>

Purpose:

<u>Human Resources</u>			
Personnel	339,009		339,009
Supplies	4,100		4,100
Other Services & Charges	126,900		126,900
Capital	-	-	-
	<u>470,009</u>	<u>-</u>	<u>470,009</u>

Purpose:

<u>Development Services</u>			
Personnel	1,597,389		1,597,389
Supplies	50,868		50,868
Other Services & Charges	193,300		193,300
Capital	2,132	-	2,132
	<u>1,843,689</u>	<u>-</u>	<u>1,843,689</u>

Purpose:

<u>Police Dept</u>			
Personnel	9,879,791		9,879,791
Supplies	772,486		772,486
Other Services & Charges	1,787,019		1,787,019
Capital	576,582	-	576,582
	<u>13,015,878</u>	<u>-</u>	<u>13,015,878</u>

Purpose:

<u>Fire Dept</u>			
Personnel	7,069,017		7,069,017
Supplies	403,974		403,974
Other Services & Charges	309,600	25,000	334,600
Capital	10,000	-	10,000
	<u>7,792,591</u>	<u>25,000</u>	<u>7,817,591</u>

Purpose: To budget for unexpected repairs for a Fire Truck.

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,194,671		3,194,671
Supplies	406,100		406,100
Other Services & Charges	2,255,390		2,255,390
Capital	<u>17,000</u>	<u>-</u>	<u>17,000</u>
Total Public Works	<u>5,873,161</u>	<u>-</u>	<u>5,873,161</u>
Purpose:			
<u>Parks & Recreation</u>			
Personnel	2,237,912		2,237,912
Supplies	441,000		441,000
Other Services & Charges	1,154,533		1,154,533
Capital	<u>130,500</u>	<u>-</u>	<u>130,500</u>
Total Parks & Rec	<u>3,963,945</u>	<u>-</u>	<u>3,963,945</u>
Purpose:			
<u>Aquatics Facility</u>			
Personnel	474,713		474,713
Supplies	98,500		98,500
Other Services & Charges	462,000		462,000
Capital	<u>10,000</u>	<u>-</u>	<u>10,000</u>
Total Aquatics Facility	<u>1,045,213</u>	<u>-</u>	<u>1,045,213</u>
Purpose:			
<u>Museum</u>			
Personnel	144,794		144,794
Supplies	9,000		9,000
Other Services & Charges	40,100		40,100
Capital	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Museum	<u>198,894</u>	<u>-</u>	<u>198,894</u>
Purpose:			
Community Services	<u>1,068,172</u>	<u>10,000</u>	<u>1,078,172</u>
Purpose: To budget for expected expenditures related to the Department of Archives grant received for the Spain House.			
Debt Service	<u>325,480</u>	<u>-</u>	<u>325,480</u>
Purpose:			
Other Financing Uses	<u>8,544,835</u>	<u>2,292,740</u>	<u>10,837,575</u>
Purpose Transfer use tax received in July to the capital fund for street milling & overlay.			
Reserves	<u>129,587</u>	<u>(25,000)</u>	<u>104,587</u>
Total General Fund Expenditures	<u>49,097,221</u>	<u>2,302,740</u>	<u>51,399,961</u>

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	1,352,972		1,352,972
Transfer from Other Funds	9,990,293	2,292,740	12,283,033
Donations	200,000	18,500	218,500
Bond Proceeds	-		-
Unreserved Fund Balance	10,196,688	-	10,196,688
Total Revenues	<u>21,739,953</u>	<u>2,311,240</u>	<u>24,051,193</u>

Purpose:**Expenditures****Other Services & Charges**

Maintenance Projects	317,782		317,782
Street Overlay	4,492,247	2,292,740	6,784,987
Neighborhood Revitalization	677,771		677,771
Traffic Calming	120,000		120,000
Contingies/Grant Matches	-	-	-
Total Other Services & Charges	<u>5,607,800</u>	<u>2,292,740</u>	<u>7,900,540</u>

Capital

Infrastructure Improvements	7,958,154		7,958,154
Purchase of Property	932,500		932,500
Equipment	1,095,954		1,095,954
Building Improvements	2,353,387		2,353,387
Park Improvements	2,606,772	18,500	2,625,272
Vehicles	581,807		581,807
Police Vehicles/Equipment	373,739		373,739
Fire Equipment/Trucks	229,840		229,840
Contingencies(Grant Matches)	-	-	-
Total Capital	<u>16,132,153</u>	<u>18,500</u>	<u>16,150,653</u>

Other Financing Uses

	-	-	-
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Total Expenditures	<u>21,739,953</u>	<u>2,311,240</u>	<u>24,051,193</u>
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Purpose: To budget for the use tax transferred from the general fund and to purchase a wheel-chair swing with donated funds.

Voting

Councilman Chad Mims	_____
Councilman Lynn Bryan	_____
Councilman Travis Beard	_____
Councilman Nettie Davis	_____
Councilman Buddy Palmer	_____
Councilman Janet Gaston	_____
Councilman Rosie Jones	_____

Approved:

 President of the Council
 City of Tupelo

Attest:

 Clerk of the Council

 Mayor
 City of Tupelo

Attest:

 City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE: 15 August 2023

SUBJECT: IN THE MATTER OF APPROVAL OF AN AGREEMENT BETWEEN THE MS DEPARTMENT OF HOMELAND SECURITY AND THE CITY OF TUPELO AND TO AUTHORIZE THE MAYOR TO SIGN SAID AGREEMENT – FIRE DEPARTMENT TRUCK AC

Request: Asking the Council to approve an agreement between MOHS and the City of Tupelo accepting \$101,768.00 in funding for a Fire Department Truck, and to authorize the Mayor to sign said agreement.

Agency: Mississippi Department of Homeland Security

Grant: Homeland Security Grant Program

Grant #: 21HS366R

Match: There is no match.

Submission Deadline: 25 August 2023

Overview: The Tupelo Fire Department will use funding allocated under this grant for the purchase of:

- (1) 5500 Crew Cab Chassis 4x4 (\$78,830.00)
- (1) Upfit (\$22,938.00)



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: City of Tupelo Fire Department

Project Title: Homeland Security Grant Program

Grant Period: August 1, 2023-July 31, 2024

Date of Award: August 1, 2023

Total Amount of Award: \$101,768.00

Grant Number: 21HS366R

In accordance with the provisions of Federal Fiscal Year 2021 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is EMW-2021-SS-00014-S01. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **August 25, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official

 7127123

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY21 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY21 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

Item # 8.

1. Sub-Recipient's Name: Tupelo Fire Department Mailing Address: 71 E. Troy Street Tupelo, MS 38804 Telephone Number: 662-841-6565 E-Mail: abby.christian@tupeloms.gov	2. Effective Date of Grant: August 1, 2023 3. Sub-Recipient Grant Number: 21HS366R 4. Grant Identifier (Funding Source & Year): EMW-2021-SS-00014-S01 5. Period of Performance: Start and End Dates: August 1, 2023-July 31, 2024 6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method
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7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # - DK9PFM6XSDR7	9. Congressional District: 1
10. FAIN #: 646000779	11. Initial Federal Award Date: October 1, 2020	12. Federal Awarding Agency: Homeland Security (800)368-6498

13. Research and Development Grant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	14. Indirect Cost Rate Charged: \$0.00
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15. The following grant funds are obligated:

A. COST CATEGORY	B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$0.00 (1) Federal	\$101,768.00	\$0.00 100%
(2) Personal Services-Fringe	\$0.00 (2) State	\$0.00	\$0.00 0%
(3) Contractual Services	\$0.00 (3) Local	\$0.00	\$0.00 0%
(4) Travel	\$0.00 (4) Other	\$0.00	\$0.00 0%
(5) Equipment	\$101,768.00 Total:	\$101,768.00	\$0.00 100%
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Other	\$0.00	Number of Grants:	FY19 FY20 FY21
TOTAL	\$101,768.00	TOTAL: \$	\$ \$ \$101,768.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee: Signature _____ Date <u>7/27/23</u>	15. Approval from Sub-Recipient: Signature _____ Date _____
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Name: Baxter Kruger Title: MOHS Executive Director/SAA	Name: Todd Jordan Title: Authorized Signatory Official
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FY21 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY21 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY21 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (October 1-December 31). Due to MOHS January 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

- Submit 1st Quarter Report to MOHS. Due January 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (January 1-March). Due to MOHS April 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3rd QUARTER (APRIL, MAY & JUNE)

- Submit 2nd Quarter Report to MOHS. Due April 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (April 1-June). Due to MOHS July 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

FY21 PROGRAM MILESTONE SCHEDULE

4th QUARTER (July, August & SEPTEMBER)

- Submit 3rd Quarter Report to MOHS. Due July 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (July 1-September 30). Due to MOHS October 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

CLOSEOUT (October 1-November 1)

- Submit 4th Quarter Report. (July 1-September 30). Due to MOHS October 15th.
- Prepare Closeout Documents and submit to MOHS. Due November 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY21 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Tupelo Fire Department					
2. Sub-Recipient Grant Number: R	3. Grant ID: 21HS366R	4. Beginning: August 1, 2023	5. Ending: July 31, 2024		
6. Activity: Homeland Security Grant Program					
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget			Total
		Federal	All Other		
Personal Services-Salary		\$0.00	\$0.00		\$0.00
Personal Services-Fringe		\$0.00	\$0.00		\$0.00
Contractual Services		\$0.00	\$0.00		\$0.00
	Travel	\$0.00	\$0.00		\$0.00
Equipment	5500 Crew Crab @ \$78,830.00 Upfit package @ \$22,938.00	\$101,768.00	\$0.00		\$101,768.00
Commodities/Supplies		\$0.00	\$0.00		\$0.00
Other:		\$0.00	\$0.00		\$0.00

TOTALS	\$101,768.00	\$0.00	\$101,768.00
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MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2002 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%20%20Dated%20November%2029%202022.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms,right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations.>

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America’s Workers

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § Item # 8. and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting Item # 8. must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and

Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants) Item # 8. certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

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

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

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

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred

or whose principals are suspended or debarred. Covered transactions include procurement contracts for or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient’s payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in: Item # 8.

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

MOHS Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for twelve (12) months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal authority to receive assistance.
10. All Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. All Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
12. The Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. The Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as

applicable and/or as directed by the DPS Authorized Representative.

14. The Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS, if applicable.
15. The Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
16. The Sub-Recipient shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. The Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. The Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. The Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. The Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. The Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. The Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.
24. The Quarterly Reimbursement Claim and Progress Report: Request for reimbursement is due within 30 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
October 1-December 31	1 st Quarter	January 15
January 1-March 31	2 nd Quarter	April 15
April 1-June 30	3 rd Quarter	July 15
July 1-September 30	4 th Quarter	October 15
Closeout	Closeout	November 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published Authorized Equipment List or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to Recipient for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi accounting system, MAGIC.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award has been approved and funds are available.
33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
35. Sub-Recipient's Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good and working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.
48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.

51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also Item # 8. in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring

compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required, to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub-recipient monitoring.
55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipient will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

Other Provisions

58. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
59. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

60. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
61. Any Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
62. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

Item # 8.

As the Authorized Official for, _____ (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency, I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)


Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 7/27/23

Appendix Documents

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that hold the full responsibility of the program to remain in state and federal compliances.

Staff that may be grant funded cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: _____ **Grant Number:** _____

Agency Address: _____

Agency Phone Number: _____ **Agency Fax Number:** _____

Sub-Recipient Grant Administrator Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Designated Sub-Recipient Grant Administrator)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Grant Administrator: _____

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Sub-Recipient Financial Officer)

Phone Number: _____

Email Address: _____

Signature of Sub-Recipient Financial Officer: _____

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Grant Authorized Signatory Official)

Phone Number: _____

Email Address: _____

Signature of Authorized Signatory Official: _____

Designation of Sub-Recipient Grant Administrator (SGA)

Item # 8.

Pursuant to the Mississippi Office of Homeland's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as financial reimbursement, performance reports, etc. The (agency/department name) _____ has authorized and approved (print designated sub-recipient grant administrator official name) _____ to sign any/all forms related to this Grant Agreement.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims and reporting submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

The following person is officially appointed to represent your jurisdiction as the Sub-Recipient Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Grant Agreement during the performance period on behalf of the Sub-Recipient.

Sub-Recipient Grant Administrator (SGA)

Name: _____ **Title:** _____
(Designated Sub-Recipient Grant Administrator)

Agency Name: _____

Mailing Address: _____

City: _____ **Zip Code:** _____

Telephone Number: _____ **Fax Number:** _____

Email Address: _____

Signature of Sub-Recipient Grant Administrator: _____

Grant Authorized Signatory Official

Appointed by Authorized Signatory Official: (Mayor, Board President, Commissioner, Director, Superintendent)

Authorized Signatory Official Signature: _____

Title: _____

Date: _____

Grant Agreement-Scope of Work

Item # 8.

Please provide a detailed description of work and grant activities that the awarded jurisdiction will take part in with the use of grant funds. Please include how the grant funds, equipment, supplies, etc. will be used to prevent and protect against terrorist activities.

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

Item # 8.

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending <http://www.usaspending.gov/> per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	
City	
Zip Code +4 Digits (Required)	
Unique Entity Identification (UEI) #	
Amount of Award:	

Section 2: Compensation Information: Answer only is award is \$30,000.00 or more in federal funds)

1. More than 80% of the Agency organization’s annual gross revenue are federal funds.
 Yes (If yes, proceed to Question 2)
 No (If No, stop, proceed to Section 3)

2. Federal Revenue exceeds twenty-five (25) million dollars.
 Yes (If Yes, proceed to Question 3)
 No (If No, stop, proceed to Section 3)

3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
 Yes (If Yes, proceed to Table)
 No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature)

Date

Authorized Signatory Official (Printed Name)

Title



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE August 10, 2023

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

Request: DRB

Review and approve properties on final lot mowing list. Preliminary list is attached. Final list will be provided prior to the meeting.

Preliminary Lot Mowing Report for

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	44633	089J3131400	915 W JEFFERSON ST	COLLINS ALICIA KAITLYN	915 W JEFFERSON ST	TUPELO, MS 38804	SB
2.	44635	089J3131300	913 W JEFFERSON ST	BEARD DAVID L	913 W JEFFERSON	TUPELO, MS 38804	SB
3.	44636	089J3118300	920 BLAIR ST	FISHER CHARLES	2409 21ST AVE N	COLUMBUS, MS 39701	SB
4.	44637	113B0602200	S GREEN ST	GENLYTHE THOMAS GROUP LLC	4360 BROWNSBORO ROAD STE 300	LOUISVILLE, KY 40232	SB
5.	44641	077E2618700	2704 ARLINGTON DR	FRANKS BRIANA ANAIS & COLE JOHN EASTON	2704 ARLINGTON DR.	TUPELO, MS 38801	TP
6.	44647	101B0219500	2607 BRYAN ST	SHARP JULIA PRENEICE LOWER	205 DOE RUN RD	TUPELO, MS 38801	RS
7.	44666	101B0206400	2400 BRYAN ST	TURBO PROPERTIES LLC	208 N GLOSTER STREET	TUPELO, MS 38804	RS
8.	44672	088N3312500	1003 KINGSLEY DR	WEBB DEAN & STEVE WHITEHEAD & MELVIN T S	1140 CR 811	SALTILLO, MS 38866	RS
9.	44678	088N3312700	1007 KINGSLEY DR	ZEGARRA FRANCY P OSORIO	610 N PARK ST UNIT 1	TUPELO, MS 38804	RS
10	44681	077B2601500	1504 SUNSET DR	KEITH AMANDA CAROL	1504 SUNSET DR	TUPELO, MS 38801	DS
11	44684	113E0600100	VAN BUREN AVE	DODGE FAMILY LTD PARTNERSHIP	P O DRAWER 1688	TUPELO, MS 38802	DS
12	44719	077Q3614500	203 S SMITH ST	VERNER JOHN	1705-B FORREST ST	TUPELO, MS 38801	SB

Preliminary Lot Mowing Report for

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	44725	077Q3617700	1603 W MAIN ST	SE REAL ESTATE GROUP LLC	5717 E THOMAS RD STE 100	SCOTTSDALE, AZ 85251	SB
14	44726	077Q3617900	1701 W MAIN ST	UNDER A ROOF LLC	529 WOOTEN COVE	TUPELO, MS 38801	SB
15	44727	077Q3616400	1503 W MAIN ST	TRUONGUYEN LLC*	3271 FORREST HILL	BELDEN, MS 38826	SB
16	44728	077Q3616500	1507 W MAIN ST	BELLAMARE DEVELOPMENT LLC	28 EASTBROOKE CIRCLE	MADISON, MS 39110	SB
17	44730	077Q3608100	1400 CENTRAL AVE	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	SB
18	44738	101D0114800	1200 PRESIDENT AVE	HINTON AUSTIN R & TAYLOR R	1200 PRESIDENT AVE	TUPELO, MS 38801	SB
19	44740	077Q3616100	111 S SMITH ST	KEMA SABE INC	P.O. BOX 54	TUPELO, MS 38801	DS
20	44743	101A0214700	2511 BUCKNER AVE	SPENCER MARY JO	2511 BUCKNER	TUPELO, MS 38801	DS
21	44748	075S1605217	MCCULLOUGH BLVD	REYES ANA B	P O BOX 584	SALTILLO, MS 38866	TP
22	44753	112C0304600	748 S FEEMSTER LAKE RD	PUCKETT LAZETTE F	748 FEEMSTER LAKE RD	TUPELO, MS 38804	DS
23	44754	101M1209300	2111 PRESIDENT AVE	BARNES E C ELOISE	2111 PRESIDENT	TUPELO, MS 38801	DS
24	44755	101B0212300	411 LAKEVIEW DR	LEIFHEIT MARTY A & REGINA PRESLEY	411 LAKEVIEW DR	TUPELO, MS 38801	DS

Preliminary Lot Mowing Report for

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
25	44756	077J3508100	2069 BRIARFIELD DR	GENE TAYLOR CONSTRUCTION CO INC	5989 PURNELL RD	BELDEN, MS 38826	DS
26	44758	088J3301900	1171 KELLY ST	GAMIEL MOHAMED	115 CR 1850	TUPELO, MS 38804	RS
27	44760	088J3301002	1203 KELLY ST	RODAS CLAUDIA & LAURO ALBERTO RODAS	1009 HOOVER ST	TUPELO, MS 38801	RS
28	44761	088J3302400	1210 KELLY ST	SANDERS SHEILA	2512 SOUTH GLOSTER	TUPELO, MS 38801	RS
29	44763	101A0223300	JASMINE CT	SPRING LAKE RANCH HOMEOWNERS ASSOC	P O BOX 3182	TUPELO, MS 38803	DS
30	44764	089E3018300	811 N MADISON ST	FIELDER ARTHUR Jafa JR & ROWENA	5203 GOLF VALLEY WAY	STONE MOUNTAIN, GA 30088	SB
31	44765	089E3017300	901 N MADISON ST	HODGE HUSHEL	901 N MADISON ST	TUPELO, MS 38804	SB
32	44766	089F3002500	532 W BARNES ST	CHRISTIAN CAREPLEX	906 N MADISON ST	TUPELO, MS 38804	SB
33	44767	089F3005400	527 W BARNES ST	BENNETT HILLS INC	P O BOX 3786	MERIDIAN, MS 39303-3786	SB
34	44768	089F3005200	523 W BARNES ST	WALLACE NELVIN B & GLORIA D	970 CHESTERVILLE ROAD	BELDEN, MS 38826	SB
35	44770	089N3100601	123 S INDUSTRIAL RD	ACC TAX SALES PROPERTIES LLC	P O BOX 850001	ORLANDO, FL 32885	SB
36	44771	089F3005000	517 W BARNES ST	ROBINSON ANGELA	146 12TH STREET	RICHMOND, CA 94801	SB

Preliminary Lot Mowing Report for

Item # 9.

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
37	44772	089N3103600	903 W MAIN ST	FIVE TALENTS PROPERTIES OF MS 1 LLC	P O BOX 535	CRESTVIEW, FL 32536	SB
38	44773	077C2506000	1355 KINCANNON ST	W L JONES INVESTMENTS LLC	216A RD 1802	SALTILLO, MS 38866	TP
39	44776	077D2501400	1615 CLAYTON AVE	BELL LIBERTY L	650 W MAIN ST	TUPELO, MS 38804	TP
40							
41							
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AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE: August 10, 2023

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

Request: DRB

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

2773 St. Andrews Drive	075J-21-041-00
2607 Mt. Vernon Road	076S-14-013-00
2625 Hampton Avenue	101A-02-064-00
5768 Chesterville Road	079T-29-022-01



HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44388

Vs.

KEVIN BARBER AND SHANNON BARBER

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

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **2773 ST. ANDREWS CIRCLE, PARCEL #075J-21-041-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness 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 **08/15/2023, 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 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.

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 31ST DAY OF JULY, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 10.

2773 SAINT ANDREWS DRIVE

BASIC INFORMATION

- ▶ PARCEL: 075J-21-041-00
- ▶ CASE: 44388
- ▶ WARD: 1
- ▶ TAX VALUE: \$302,710
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$243,480
Left side	\$179,340
Rear	\$325,710
Across street	\$339,060

TAXES/LIENS

Taxes – CURRENT NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS NONE
- ▶ CURRENT STATUS –OWNERS HAVE MOVED
- ▶ Fire occurred on 2/26/22 in the early morning. The owners have moved. They have been in contact and say they are working with the insurance company to have the house demolished.

06/28/2023

BARBER KEVIN L & SHANNON D
2773 ST ANDREWS
BELDEN, MS 38826

Re: CASE # 44388
2773 SAINT ANDREWS DR,
PARCEL NUMBER: 075J2104100



Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
BUILDING MAINTENANCE DEMOLITION 21-19-11	REPAIR OR DEMOLISH

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 8/26/23	REINSPECTION DATE: 8/26/23
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Thank you in advance for your compliance. If you have questions, please call 662.587.7236.

Sincerely,

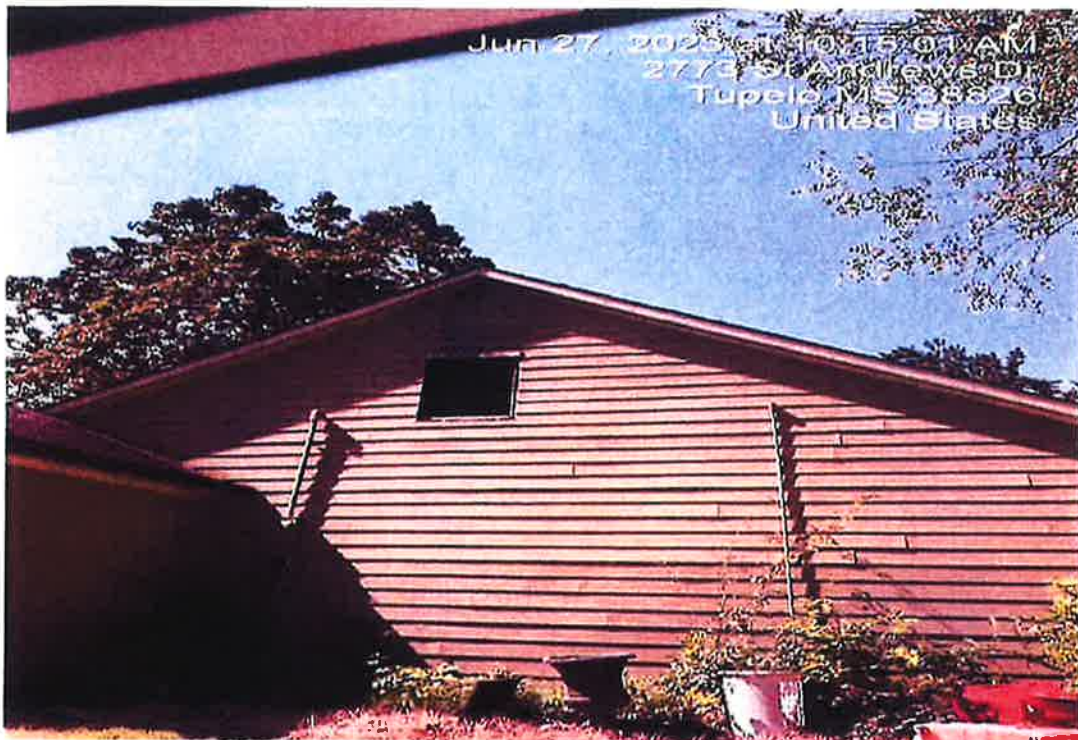

LYNDA FORD
Code Enforcement

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

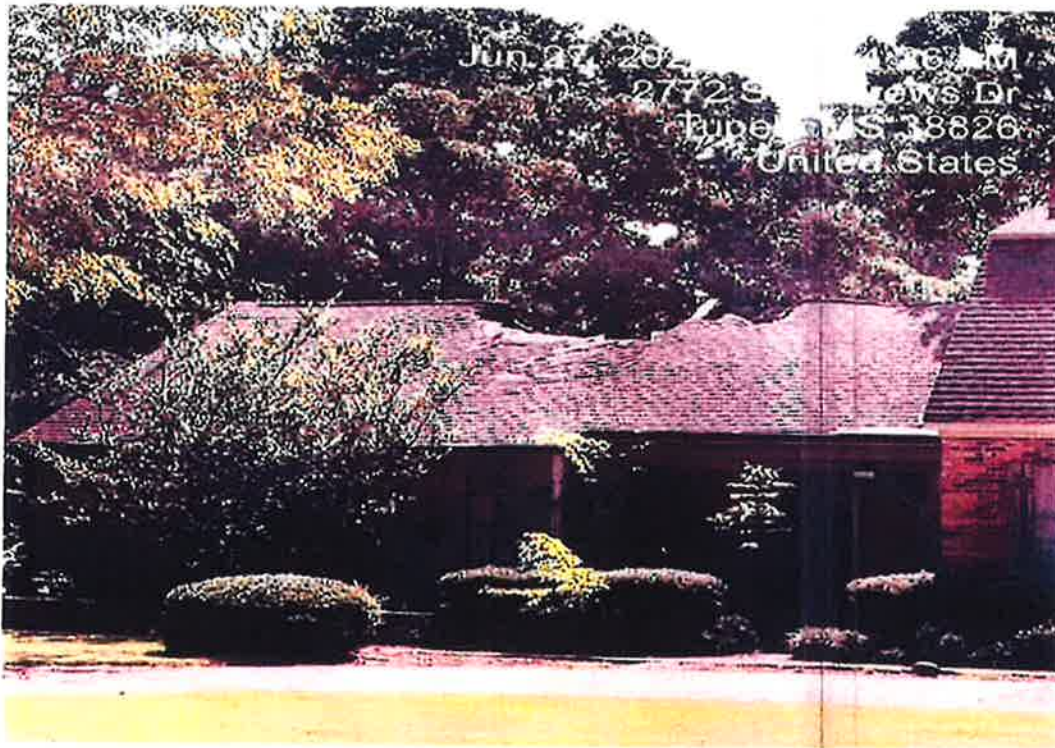
13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice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

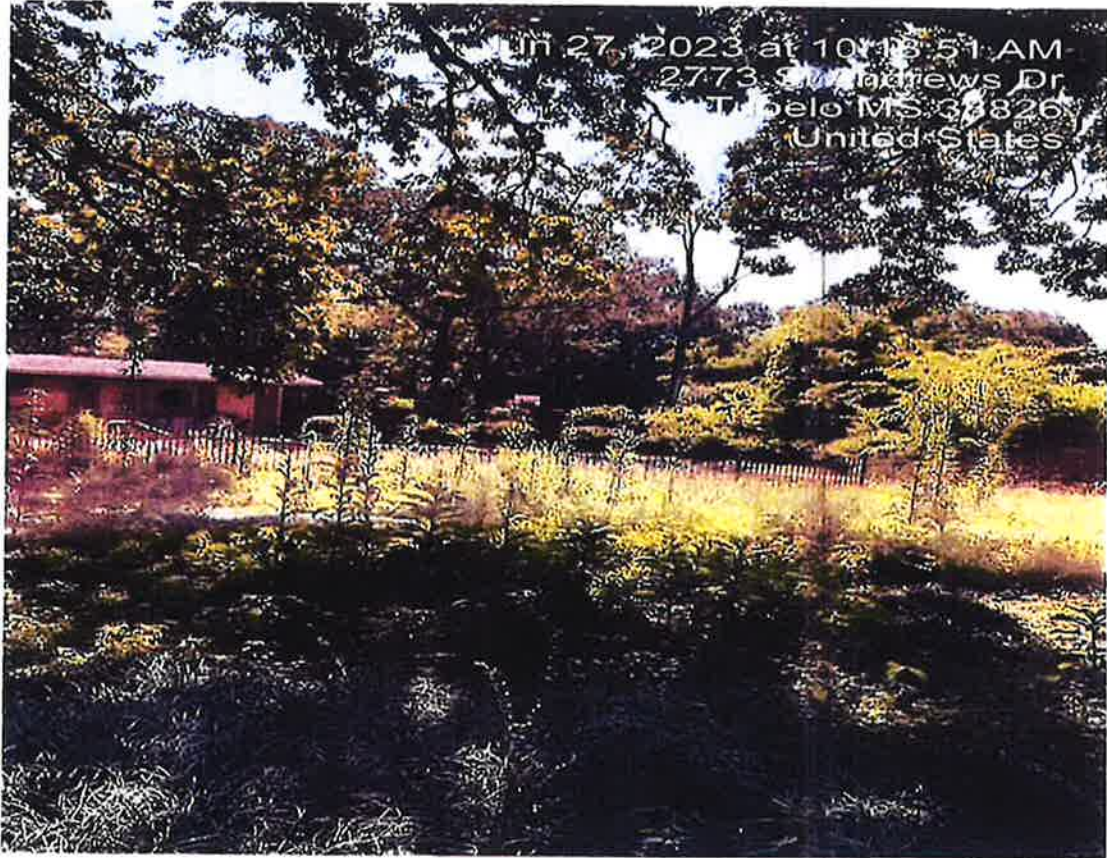
- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned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

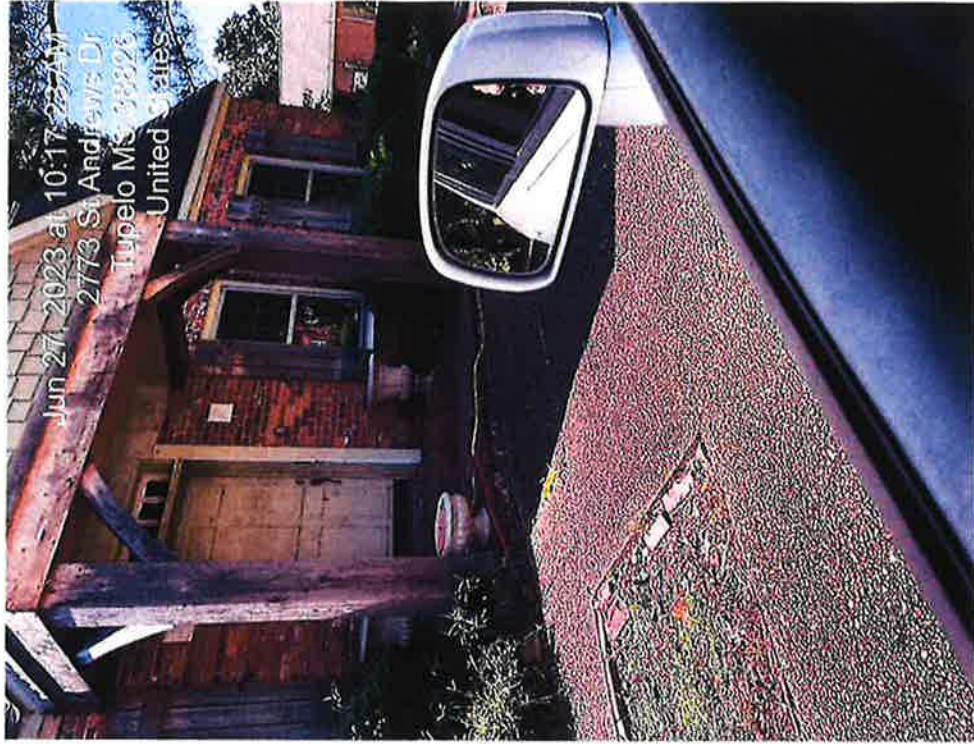




EXHIBITS











HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44140

Vs.

LINDA SUE ROBERTS ESTATE AND ANY PERSON
CLAIMING ANY LEGAL OR EQUITABLE INTEREST
IN PROPERTY LOCATED AT 2625 HAMPTON AVENUE

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

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

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

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **2625 HAMPTON AVENUE PARCEL #101A-02-064-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanliness 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 **08/15/2023, 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 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.

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 31ST DAY OF JULY, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION
2625 HAMPTON AVENUE

BASIC INFORMATION

- ▶ PARCEL: 101A-02-064-00
- ▶ CASE: 44140
- ▶ WARD: 06
- ▶ TAX VALUE: \$110,540
- ▶ VACANT: NO
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$112,730
Left side	\$99,890
Rear	\$81,870
Across street	\$99,090

TAXES/LIENS

Taxes – ARREARS NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 13
- ▶ CURRENT STATUS –OWNER LIVES IN HOUSE
- ▶ This property has been in bad shape since 2012. The pool has been drained by the property owner a number of times but it is no longer being maintained. It is filling up and is a health hazard. The grounds are overgrown. This is posing a problem for the neighborhood and they consistently file complaints. The city has received no response to visits or correspondence.

05/15/2023

DANIEL ROBERTS
2625 HAMPTON
TUPELO, MS 38801



Re: CASE # 44140
2625 HAMPTON AVE,
PARCEL NUMBER: 101A0206400

Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
BLDG MAINT	FAILURE TO MAINTAIN THE PROPERTY.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:	REINSPECTION DATE:
05/31/2023	05/31/2023

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

Sincerely,

David Shelton 871-2027
DAVID SHELTON
Code Enforcement

IPMC SEC 110 - DEMOLITION (110.1-110.4

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

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.

(28) 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

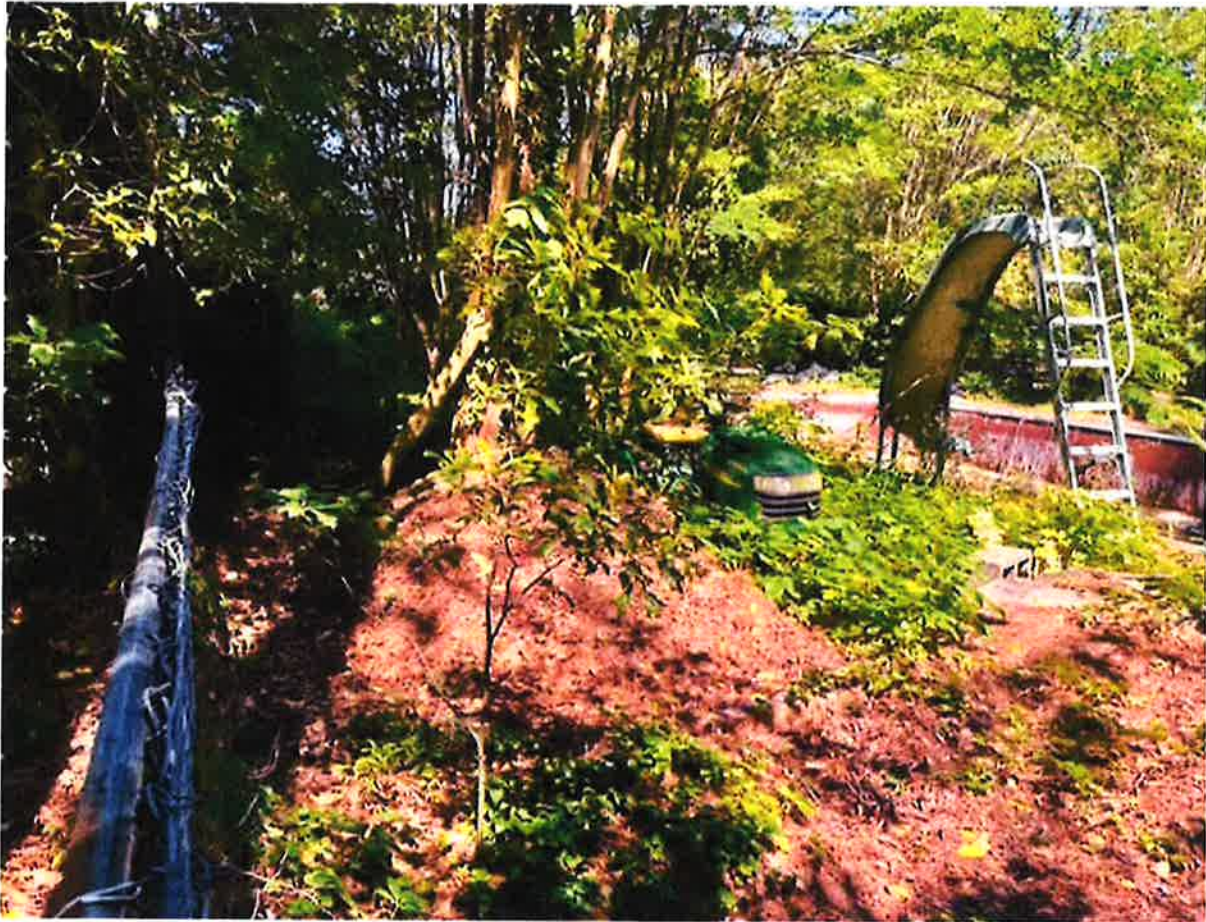
(29) subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.

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

EITHER MAKE NECESSARY REPAIRS OR BUILDING MAY BE DEMOLISHED.









HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44275

Vs.

RICHARD ALLEN DUKE

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

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


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

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **5768 CHESTERVILLE ROAD PARCEL #1079T-29-022-01, 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 **08/15/2023, 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 undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, demolishing dilapidated buildings, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

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

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

WITNESS MY SIGNATURE, THIS THE 31ST DAY OF JULY, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 10.

5768 CHESTERVILLE ROAD

BASIC INFORMATION

- ▶ PARCEL: 079T-29-022-01
- ▶ CASE: 44275
- ▶ WARD: 06
- ▶ TAX VALUE: \$64,590
- ▶ VACANT: NO
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

- Right side \$61,130 (One parcel circles around all sides of property)
- Left side \$
- Rear \$
- Across street \$121,560

TAXES/LIENS

Taxes – CURRENT NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 2
- ▶ CURRENT STATUS –OWNER USES HOUSE AS STORAGE
- ▶ This property was taken into the city on the last annexation. The home is vacant. The family lives in a home which cannot be seen from the road that is on the adjoining parcel. The family (as a whole) are hoarders and are using the house on this property for storage.

06/13/2023

DUKE RICHARD ALLEN
5786 CHESTERVILLE RD
TUPELO, MS 38801

Re: CASE # 44275
5768 CHESTERVILLE RD,
PARCEL NUMBER: 079T2902201



Dear Property Owner or Tenant,

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

VIOLATION	DETAILS/REMEDY
BUILDING MAINTENANCE	REPAIR AND PAINT EXTERIOR OF HOUSE
JUNK AND LITTER AND OUTSIDE STORAGE	REMOVE ALL JUNK AND LITTER FROM YARD
JUNK VEHICLES	HAUL OFF OLD JUNK VEHICLES
LANDSCAPE MAINTENANCE	CUT DOWN OLD ROTTEN TREES, TRIM BUSHES AND CUT YARD

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 7/13/2023	REINSPECTION DATE: 7/13/2023
---	-------------------------------------

Thank you in advance for your compliance. If you have questions, please call 662.587.7236.

Sincerely,

LYNDA FORD
Code Enforcement

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

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



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

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

11.6.3(8) **Junk:** It shall be unlawful for the owner or occupant of any property within the City to utilize said property for the storage and accumulation of used, discarded or worn out materials or manufactured products, whether reusable or not, including but not limited to appliances, building materials, building rubbish, trash, garbage, waste products, metal products, and similar items.

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

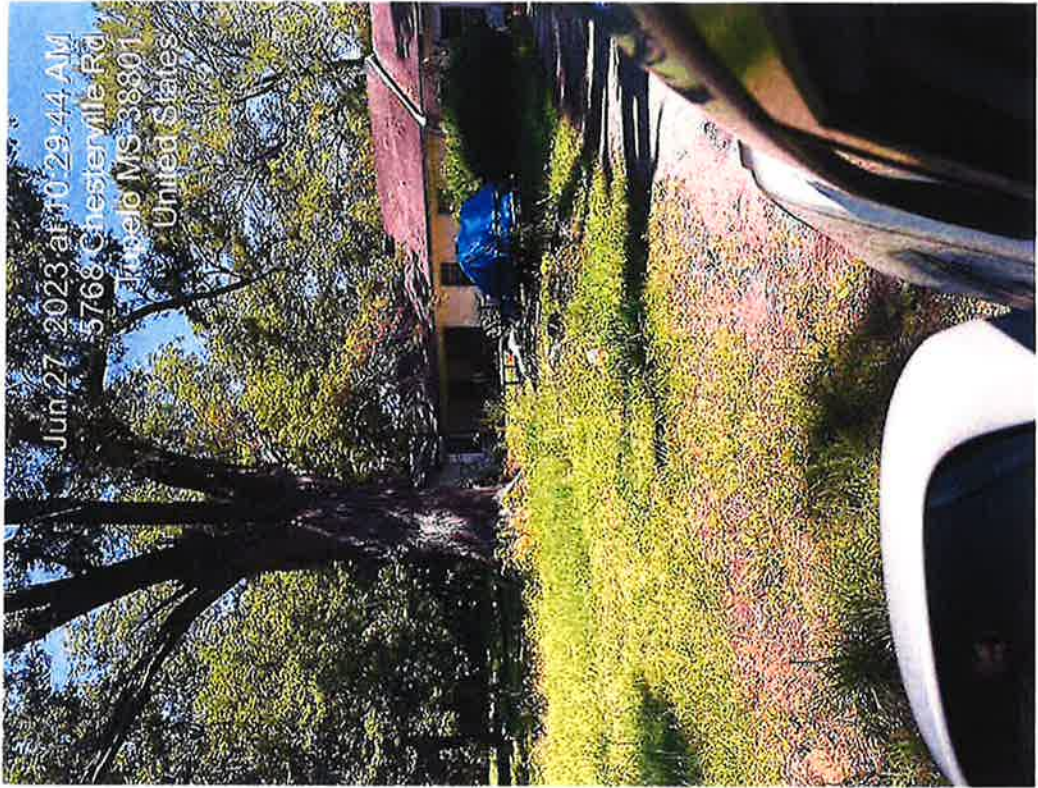
- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned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

EXHIBITS











HEARING NOTICE

07/31/23

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44267

Vs.

JEFFERY E. REYNOLDS AND ANDREA L. REYNOLDS

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

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

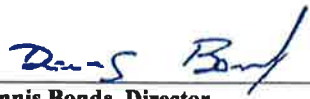
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **2607 MT. VERNON ROAD, PARCEL #076S-14-013-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **08/15/2023, 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 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.

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 31ST DAY OF JULY, 2023.



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

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

Item # 10.

2607 MOUNT VERNON ROAD

BASIC INFORMATION

- ▶ PARCEL: 076S-14-013-00
- ▶ CASE: 44267
- ▶ WARD: 01
- ▶ TAX VALUE: \$220,500
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	\$601,460
Left side	\$262,200
Rear	\$215,520
Across street	\$538,600

TAXES/LIENS

Taxes – CURRENT NO CITY LIENS

VISUAL INDICATORS OF BLIGHT

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

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS NONE
- ▶ CURRENT STATUS –OWNERS HAVE MOVED
- ▶ Fire occurred in 5/24/23. The owners have moved. They have been in contact recently to let us know that they are working with their insurance company to have the home demolished.

06/13/2023

REYNOLDS JEFFERY E & ANDREA L
1511 LEIGHTON
TUPELO, MS 38801



Re: CASE # 44267
2607 MOUNT VERNON RD,
PARCEL NUMBER: 076S1401300

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
21-19-11 DEMOLITION OF A BURNE, UNSAFE HOUSE	GET A BUILDING PERMIT AND REPAIR OR DEMOLISH THIS HOUSE
JUNK AND LITTER	REMOVE ALL JUNK AND LITTER FROM THE FRONT YARD.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 7/13/2023	REINSPECTION DATE: 7/13/2023
---	-------------------------------------

Thank you in advance for your compliance. If you have questions, please call 662.871-2027.

Sincerely,



 DAVID SHELTON
 Code Enforcement

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

11.6.3(8) Junk: It shall be unlawful for the owner or occupant of any property within the City to utilize said property for the storage and accumulation of used, discarded or worn out materials or manufactured products, whether reusable or not, including but not limited to appliances, building materials, building rubbish, trash, garbage, waste products, metal products, and similar items.

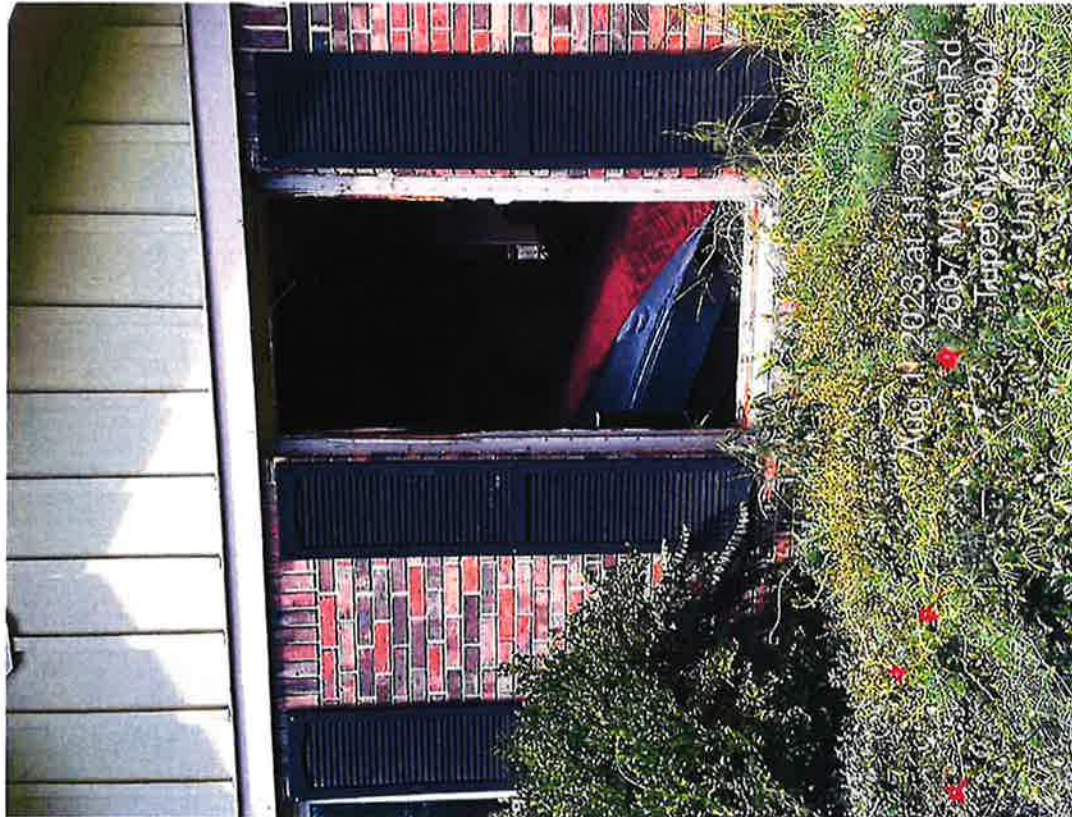
11.6.3(9) Open Storage: Open or outside storage of materials and products shall be prohibited in all zoning districts except Industrial, if within view from the street or if not screened from the view of neighbors by opaque fencing or landscaping.

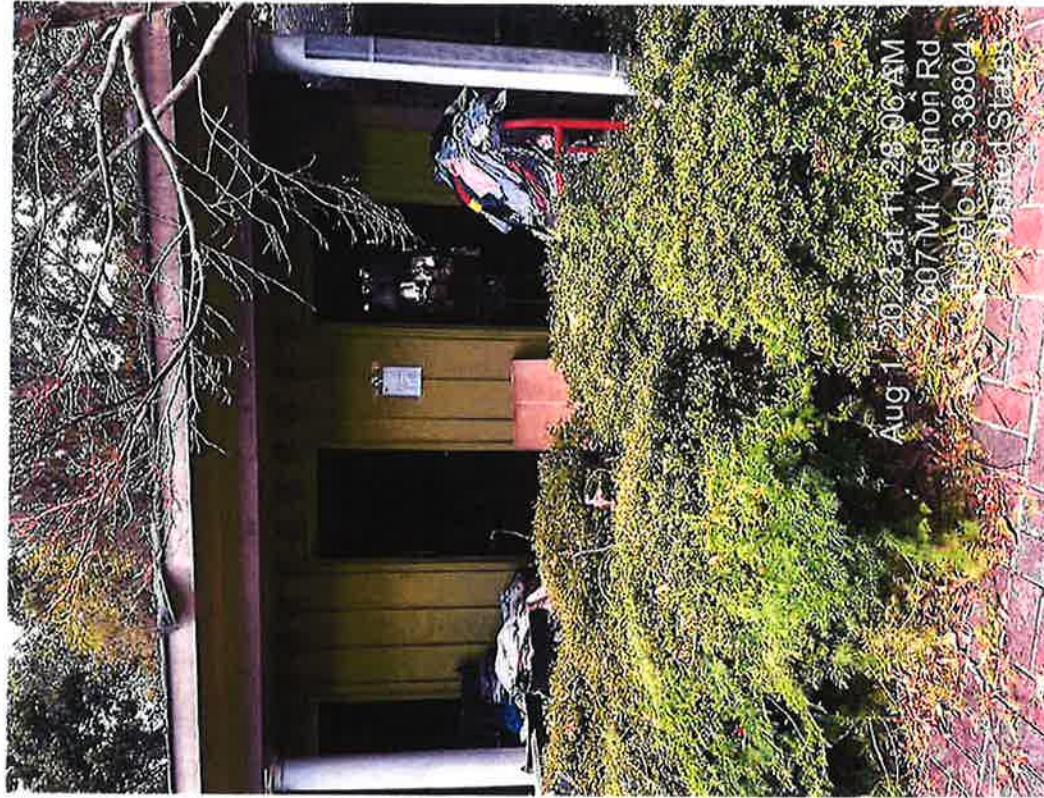
13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice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

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

EXHIBITS









AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE: August 10, 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:

Address	Parcel Number
823 Shumacola Trail	101H-01-150-02
2972 Moore Avenue	105D-15-041-00
905 Allen Street	089J-31-212-00
910 Allen Street	089J-31-189-02

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44502

ESSIE HUBBARD

OWNER

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

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

Property Owner: ESSIE HUBBARD
Address of Owner: 2972 MOORE AVENUE
TUPELO, MS 38801
Parcel Number: 105D-15-041-00
Address of Violation: 2972 MOORE AVENUE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 08/01/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall 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 08/15/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44459

SAUNDRA J. SCOTT

OWNER

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

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

Property Owner: SAUNDRA J. SCOTT

Address of Owner: 386 ROAD 1600
BELDEN, MS 38826

Parcel Number: 089J-31-212-00

Address of Violation: 905 ALLEN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 08/01/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall 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 08/15/2023, adjudicated the actual cost of lot mowing to be \$300.00. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44458

BILLY E. RILEY

OWNER

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

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

Property Owner: BILLY E. RILEY
Address of Owner: 2605 WHITE ROCK DRIVE
BUFORD, GA 30519
Parcel Number: 089J-31-189-02
Address of Violation: 910 ALLEN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 08/01/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall 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 08/15/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

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

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 15th day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
TRAVIS BEARD, Council President

ATTEST:

MISSY SHELTON, Clerk of the Council

APPROVED:

TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE: August 4, 2023

SUBJECT: IN THE MATTER OF CHANGE ORDER FOR STP-0430-00 (021) LPA / 107362-70100
CONSTRUCTION OF SIDEWALK CROSSINGS AT VARIOUS LOCATIONS IN
TUPELO, MS PROJECT **DRB**

Request: DRB

Review and approve Change Order #1 for above referenced project. Additional amount is due to an overrun in plan quantities.

Total additional amount of Change Order #1 is \$6,929.80

STP-0430-00 (021) LPA / 107362-70100

CONSTRUCTION OF SIDEWALK CROSSINGS AT VARIOUS LOCATIONS
IN TUPELO, MS

CHANGE ORDER

Order No.: 1
 Date: 8/4/2023
 Agreement Date: 8/4/2023
 Project: CONSTRUCTION OF SIDEWALK CROSSING IMPROVEMENTS
 AT VARIOUS LOCATIONS IN TUPELO, MS
 OWNER: CITY OF TUPELO, MS

The following changes are hereby made to the CONTRACT DOCUMENTS:

<u>Total Direct Pay Items</u>	<u>Original Quantity</u>	<u>Current Quantity</u>	<u>Unit Price</u>	<u>Current Amount</u>	<u>Current Total</u>
Clearing and Grubbing	1	0.25	\$ 10,000.00	\$ (7,500.00)	\$ 2,500.00
Removal of Obstructions	1	0	\$ 5,000.00	\$ (5,000.00)	\$ -
Removal of Asphalt Pavement, All Depths	280	400.7	\$ 25.00	\$ 3,017.50	\$ 10,017.50
Removal of Concrete Sidewalk	22	97.28	\$ 50.00	\$ 3,764.00	\$ 4,864.00
Removal of Curb & Gutter, All Types	80	187.5	\$ 25.00	\$ 2,687.50	\$ 4,687.50
Removal of Curb Inlet	1	1	\$ 2,500.00	\$ -	\$ 2,500.00
Removal of Traffic Stripe	204	0	\$ 5.00	\$ (1,020.00)	\$ -
Borrow Excavation, AH, FMA, Class B9	145	95.06	\$ 40.00	\$ (1,997.60)	\$ 3,802.40
Excess Excavation, FM, AH	19	69.75	\$ 50.00	\$ 2,537.50	\$ 3,487.50
Geotextile Stabilization, Type V	48	162.04	\$ 10.00	\$ 1,140.40	\$ 1,620.40
Topsoil for Slope Treatment	37	0	\$ 50.00	\$ (1,850.00)	\$ -
Solid Sodding	392	444.46	\$ 10.00	\$ 524.60	\$ 4,444.60
Watering	8	0	\$ 20.00	\$ (160.00)	\$ -
Insect Pest Control	1	0	\$ 30.00	\$ (30.00)	\$ -
Temporary Grassing	1	0	\$ 2,500.00	\$ (2,500.00)	\$ -
Wattles, 12"	294	0	\$ 15.00	\$ (4,410.00)	\$ -
Sandbags	101	37	\$ 20.00	\$ (1,280.00)	\$ 740.00
Size 610 Crushed Stone Base	6	75.16	\$ 250.00	\$ 17,290.00	\$ 18,790.00
12.5 mm ST Asphalt Pavement	36	30.29	\$ 325.00	\$ (1,855.75)	\$ 9,844.25
9.5 mm ST Asphalt Pavement	94	151.59	\$ 300.00	\$ 17,277.00	\$ 45,477.00
Cold Milling of Bituminous Pavement	1132	1414.82	\$ 30.00	\$ 8,484.60	\$ 42,444.60
Saw Cut, Full Depth	1051	979	\$ 15.00	\$ (1,080.00)	\$ 14,685.00
Class "B" Structural Concrete	3	1.83	\$ 2,700.00	\$ (3,159.00)	\$ 4,941.00
Reinforcing Steel	221	264.12	\$ 5.00	\$ 215.60	\$ 1,320.60
12" Reinforced Concrete Pipe, Class V	10	10.83	\$ 250.00	\$ 207.50	\$ 2,707.50
22" X 13" Concrete Arch Pipe	15	15	\$ 250.00	\$ -	\$ 3,750.00
4" Non-perforated Pipe for Underdrains	43	43	\$ 20.00	\$ -	\$ 860.00
Adjustment of Inlets	1	0	\$ 2,500.00	\$ (2,500.00)	\$ -
Concrete Sidewalk, Without Reinforcement	237	298.7	\$ 90.00	\$ 5,553.00	\$ 26,883.00
Detectable Warning Panels	72	146	\$ 100.00	\$ 7,400.00	\$ 14,600.00
Concrete Curb, Header	405	533	\$ 35.00	\$ 4,480.00	\$ 18,655.00
Combination Concrete Curb & Gutter	247	731.58	\$ 40.00	\$ 19,383.20	\$ 29,263.20
Concrete Driveway, Without Reinforcement	48	42.78	\$ 150.00	\$ (783.00)	\$ 6,417.00
10 in Concrete Median and/or Island Pavement	3	2.22	\$ 400.00	\$ (312.00)	\$ 888.00
4 in Concrete Median and/or Island Pavement	20	41.11	\$ 100.00	\$ 2,111.00	\$ 4,111.00

Standard Roadside Construction Signs < 10 S.F.	157	159.5	\$ 14.00	\$ 35.00	\$	2,233.00
Standard Roadside Construction Signs > 10 S.F.	98	154	\$ 14.00	\$ 784.00	\$	2,156.00
Changeable Message Sign	4	2	\$ 5,200.00	\$ (10,400.00)	\$	10,400.00
Barricades, Type III	498	228	\$ 35.00	\$ (9,450.00)	\$	7,980.00
Traffic Stripe, Continuous White	357	884	\$ 2.50	\$ 1,317.50	\$	2,210.00
Traffic Stripe, Continuous Yellow	1550	1594.5	\$ 2.50	\$ 111.25	\$	3,986.25
Thermoplastic Legend, White	254	276	\$ 18.00	\$ 396.00	\$	4,968.00
Delineators, Flexible Post Mounted	42	47	\$ 700.00	\$ 3,500.00	\$	32,900.00
Relocation of Existing Lighting Assemblies	1	0	\$ 15,000.00	\$ (15,000.00)	\$	-
Railway-Highway provisions	1	0.5	\$ 50,000.00	\$ (25,000.00)	\$	25,000.00
SUBTOTAL					\$	376,134.30

Total Participating Dependent Items

Maintenance of Traffic	1	1	\$ 15,000.00	\$ -	\$	15,000.00
Mobilization	1	1	\$ 50,000.00	\$ -	\$	50,000.00
Roadway Construction Stakes	1	1	\$ 5,000.00	\$ -	\$	5,000.00
SUBTOTAL					\$	70,000.00
					\$	446,134.30

Justification:

After the project was under construction, field conditions varied and required additional milling, paving, curb & gutter, sidewalk, and other related items.

ORIGINAL CONTRACT PRICE	\$	439,204.50
CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER:	\$	439,204.50
The CONTRACT PRICE due to this CHANGE ORDER will be increased by	\$	6,929.80
The new Contract PRICE including this CHANGE ORDER will be:	\$	446,134.30
The CONTRACT TIME will be increased by <u>1</u> working day		

Approvals required:

Requested by (OWNER):

Recommended by (ENGINEER):

Accepted by (CONTRACTOR):

Dani S. B...



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Public Works Director

DATE: July 28, 2023

SUBJECT: IN THE MATTER OF VEHICLE TRANSFER FROM WATER AND LIGHT
TO PUBLIC WORKS - CW

Request:

Request to transfer a Water and Light Vehicle to the Public Works Dept. Unit was pulled from the list of 2023 Auction items.

2010 Ford F250 ¾ ton Truck
W&L Unit 11 to PW Unit 3
Vin 1FDSX2B59AEB00929



AGENDA REQUEST

TO: Mayor and City Council

FROM: Chuck Williams, Director / Public Works

DATE: August 10, 2023

SUBJECT: IN THE MATTER OF BID APPROVAL OF ARPA PROJECT - GUM TREE PARK DRAINAGE IMPROVEMENTS 2023-029PW CW

Request:

Request to approve the following bid – 2023-029PW

Gum Tree Park Drainage Improvements

7 bidders responded

We recommend the bid be awarded to the lowest bidder –

Townes Construction \$ 413,736.00

Other Bids Received –

- Hodges Construction \$ 479,833.29
- CIG Contractors \$ 531,040.85
- Enscor LLC \$ 575,857.00
- Colom Construction \$ 596,800.00
- Paul Smithey Construction \$ 639,572.45
- Phillips Contracting \$ 642,195.00



August 10, 2023

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

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
GUM TREE PARK DRAINAGE IMPROVEMENTS
BID NO. 2023-029PW

Dear Mr. Williams:

I am pleased to submit to you, along with the Mayor and City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at Tupelo City Hall on Wednesday, August 9, 2023 at 10:00 AM local time.

This project includes the removal and replacement of existing drainage pipe and related infrastructure within Gum Tree Park. As represented on the attached tabulation of bids, seven bids were received for this project that ranged from \$413,736.00 - \$642,195.00 for this project. The low bid was from Townes Construction. The bid was reviewed based on the bidding criteria established for the Project and it appears that the proper proposal documentation was submitted as required by the Contract Documents. Townes Construction provided an UEI No. GH9PJDWHZQB3 from Sam.gov.

Thus, it is our recommendation that the City award this contract in the amount of \$413,736.00 to Townes Construction for the referenced project and authorize the Mayor to execute the contracts per the conditions set forth in the Contact Documents for this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
DABBS CORPORATION

Dustin D. Dabbs, PE
President

- C: Mr. Don Lewis, COO, City of Tupelo
- Ms. Kim Hanna, CFO, City of Tupelo
- Mr. Alex Farned, Director, Parks & Recreation
- Mr. Ben Logan, City Attorney, City of Tupelo
- Mr. Dennis Bonds, PE, Director, Dev. Services
- Mr. Casey Rogers, ICM

Attachment: Bid Tabulation

@dabbscorp	OFFICE 662.840.4162	1005 N. Eason Boulevard
	MOBILE 601.927.4012	Tupelo, MS 38804

BID TABULATION - BID NO. 2023-029PW
GUM TREE PARK DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI
BID DATE: 08/09/2023

SHEET 1 OF 2

BASE BID				TOWNES CONSTRUCTION		HODGES CONSTRUCTION		CIG CONTRACTORS		ENSCOR, LLC	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$32,412.00	\$ 32,412.00	\$30,359.00	\$ 30,359.00	\$2,950.00	\$ 2,950.00	\$11,000.00	\$ 11,000.00
2	CLEARING & GRUBBING	LS	1	\$1,500.00	\$ 1,500.00	\$9,000.00	\$ 9,000.00	\$1,770.00	\$ 1,770.00	\$20,000.00	\$ 20,000.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	\$600.00	\$ 1,200.00	\$500.00	\$ 1,000.00	\$1,000.00	\$ 2,000.00	\$250.00	\$ 500.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	\$12.00	\$ 4,800.00	\$20.00	\$ 8,000.00	\$11.80	\$ 4,720.00	\$10.00	\$ 4,000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	\$12.00	\$ 2,400.00	\$20.00	\$ 4,000.00	\$11.80	\$ 2,360.00	\$10.00	\$ 2,000.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	\$1,000.00	\$ 3,000.00	\$1,500.00	\$ 4,500.00	\$1,770.00	\$ 5,310.00	\$1,000.00	\$ 3,000.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	\$1,500.00	\$ 1,500.00	\$1,500.00	\$ 1,500.00	\$1,770.00	\$ 1,770.00	\$1,000.00	\$ 1,000.00
8	REMOVAL OF 30" CMP	LF	420	\$15.00	\$ 6,300.00	\$15.00	\$ 6,300.00	\$11.80	\$ 4,956.00	\$30.00	\$ 12,600.00
9	REMOVAL OF 48" CMP	LF	450	\$15.00	\$ 6,750.00	\$15.00	\$ 6,750.00	\$11.80	\$ 5,310.00	\$40.00	\$ 18,000.00
10	REMOVAL OF 60" RCP	LF	415	\$30.00	\$ 12,450.00	\$30.00	\$ 12,450.00	\$29.49	\$ 12,238.35	\$50.00	\$ 20,750.00
11	ASPHALT PAVEMENT	TONS	90	\$200.00	\$ 18,000.00	\$225.75	\$ 20,317.50	\$400.00	\$ 36,000.00	\$300.00	\$ 27,000.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	\$65.00	\$ 13,000.00	\$73.00	\$ 14,600.00	\$72.00	\$ 14,400.00	\$144.00	\$ 28,800.00
13	SAWCUTTING	LF	140	\$15.00	\$ 2,100.00	\$11.30	\$ 1,582.00	\$11.80	\$ 1,652.00	\$10.00	\$ 1,400.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	\$60.00	\$ 6,000.00	\$52.40	\$ 5,240.00	\$53.10	\$ 5,310.00	\$60.00	\$ 6,000.00
15	BORROW EXCAVATION	CY	80	\$34.00	\$ 2,720.00	\$23.75	\$ 1,900.00	\$23.60	\$ 1,888.00	\$40.00	\$ 3,200.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON	EA	4	\$6,729.00	\$ 26,916.00	\$7,835.51	\$ 31,342.04	\$10,030.00	\$ 40,120.00	\$10,000.00	\$ 40,000.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	\$6,888.00	\$ 6,888.00	\$4,500.00	\$ 4,500.00	\$11,800.00	\$ 11,800.00	\$10,000.00	\$ 10,000.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	\$8,500.00	\$ 8,500.00	\$6,827.00	\$ 6,827.00	\$1,770.00	\$ 1,770.00	\$11,000.00	\$ 11,000.00
19	36" HDPE HP STORM PIPE	LF	1550	\$85.00	\$ 131,750.00	\$112.00	\$ 173,600.00	\$138.93	\$ 215,341.50	\$114.00	\$ 176,700.00
20	48" HDPE HP STORM PIPE	LF	450	\$134.00	\$ 60,300.00	\$172.50	\$ 77,625.00	\$191.70	\$ 86,265.00	\$188.46	\$ 84,807.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	\$250.00	\$ 21,250.00	\$197.95	\$ 16,825.75	\$450.00	\$ 38,250.00	\$500.00	\$ 42,500.00
22	CONCRETE, CLASS B	CY	5	\$1,000.00	\$ 5,000.00	\$1,589.00	\$ 7,945.00	\$354.00	\$ 1,770.00	\$1,000.00	\$ 5,000.00
23	CONNECT TO EXISTING PIPES	EA	5	\$2,000.00	\$ 10,000.00	\$1,500.00	\$ 7,500.00	\$354.00	\$ 1,770.00	\$1,000.00	\$ 5,000.00
24	SOLID SODDING	SY	3300	\$6.00	\$ 19,800.00	\$4.90	\$ 16,170.00	\$6.50	\$ 21,450.00	\$7.00	\$ 23,100.00
25	TEMPORARY FENCING / BARRIER	LF	900	\$3.00	\$ 2,700.00	\$5.00	\$ 4,500.00	\$9.00	\$ 8,100.00	\$5.00	\$ 4,500.00
26	EROSION CONTROL	LS	1	\$6,500.00	\$ 6,500.00	\$5,500.00	\$ 5,500.00	\$1,770.00	\$ 1,770.00	\$14,000.00	\$ 14,000.00
GRAND TOTAL					\$ 413,736.00		\$ 479,833.29		\$ 531,040.85		\$ 575,857.00

Prepared By:  Dabbs Corporation

Corrected Total \$XXX.XX

BID TABULATION - BID NO. 2023-029PW
GUM TREE PARK DRAINAGE IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI
BID DATE: 08/09/2023

SHEET 2 OF 2

BASE BID				COLOM CONSTRUCTION		PAUL SMITHEY CONSTRUCTION		PHILLIPS CONTRACTING			
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	MOBILIZATION	LS	1	\$30,000.00	\$ 30,000.00	\$15,975.00	\$ 15,975.00	\$80,000.00	\$ 80,000.00		\$ -
2	CLEARING & GRUBBING	LS	1	\$20,000.00	\$ 20,000.00	\$10,650.00	\$ 10,650.00	\$40,000.00	\$ 40,000.00		\$ -
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	\$250.00	\$ 500.00	\$266.25	\$ 532.50	\$500.00	\$ 1,000.00		\$ -
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	\$15.00	\$ 6,000.00	\$42.60	\$ 17,040.00	\$20.00	\$ 8,000.00		\$ -
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	\$15.00	\$ 3,000.00	\$74.55	\$ 14,910.00	\$20.00	\$ 4,000.00		\$ -
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	\$1,000.00	\$ 3,000.00	\$2,130.00	\$ 6,390.00	\$1,000.00	\$ 3,000.00		\$ -
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	\$2,000.00	\$ 2,000.00	\$2,130.00	\$ 2,130.00	\$1,000.00	\$ 1,000.00		\$ -
8	REMOVAL OF 30" CMP	LF	420	\$20.00	\$ 8,400.00	\$29.82	\$ 12,524.40	\$20.00	\$ 8,400.00		\$ -
9	REMOVAL OF 48" CMP	LF	450	\$20.00	\$ 9,000.00	\$27.69	\$ 12,460.50	\$23.00	\$ 10,350.00		\$ -
10	REMOVAL OF 60" RCP	LF	415	\$20.00	\$ 8,300.00	\$47.93	\$ 19,890.95	\$25.00	\$ 10,375.00		\$ -
11	ASPHALT PAVEMENT	TONS	90	\$350.00	\$ 31,500.00	\$319.50	\$ 28,755.00	\$323.00	\$ 29,070.00		\$ -
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	\$68.00	\$ 13,600.00	\$116.09	\$ 23,218.00	\$95.00	\$ 19,000.00		\$ -
13	SAWCUTTING	LF	140	\$10.00	\$ 1,400.00	\$12.78	\$ 1,789.20	\$15.00	\$ 2,100.00		\$ -
14	CRUSHED STONE BASE MATERIAL	TONS	100	\$75.00	\$ 7,500.00	\$70.82	\$ 7,082.00	\$110.00	\$ 11,000.00		\$ -
15	BORROW EXCAVATION	CY	80	\$35.00	\$ 2,800.00	\$26.63	\$ 2,130.40	\$50.00	\$ 4,000.00		\$ -
16	REINFORCED CONCRETE INLETS, W/ CAST IRON	EA	4	\$8,800.00	\$ 35,200.00	\$9,585.00	\$ 38,340.00	\$8,000.00	\$ 32,000.00		\$ -
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	\$7,500.00	\$ 7,500.00	\$9,585.00	\$ 9,585.00	\$8,000.00	\$ 8,000.00		\$ -
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	\$12,200.00	\$ 12,200.00	\$1,597.50	\$ 1,597.50	\$9,400.00	\$ 9,400.00		\$ -
19	36" HDPE HP STORM PIPE	LF	1550	\$130.00	\$201,500.00	\$144.88	\$224,564.00	\$120.00	\$186,000.00		\$ -
20	48" HDPE HP STORM PIPE	LF	450	\$226.00	\$101,700.00	\$202.84	\$ 91,278.00	\$160.00	\$ 72,000.00		\$ -
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	\$350.00	\$ 29,750.00	\$532.50	\$ 45,262.50	\$400.00	\$ 34,000.00		\$ -
22	CONCRETE, CLASS B	CY	5	\$3,000.00	\$ 15,000.00	\$1,278.00	\$ 6,390.00	\$2,000.00	\$ 10,000.00		\$ -
23	CONNECT TO EXISTING PIPES	EA	5	\$1,000.00	\$ 5,000.00	\$1,597.50	\$ 7,987.50	\$2,500.00	\$ 12,500.00		\$ -
24	SOLID SODDING	SY	3300	\$7.50	\$ 24,750.00	\$8.52	\$ 28,116.00	\$10.00	\$ 33,000.00		\$ -
25	TEMPORARY FENCING / BARRIER	LF	900	\$8.00	\$ 7,200.00	\$7.46	\$ 6,714.00	\$10.00	\$ 9,000.00		\$ -
26	EROSION CONTROL	LS	1	\$10,000.00	\$ 10,000.00	\$4,260.00	\$ 4,260.00	\$5,000.00	\$ 5,000.00		\$ -
GRAND TOTAL					\$ 596,800.00		\$ 639,572.45		\$ 642,195.00		\$ -

Prepared By:  Dabbs Corporation

MEETING AGENDA

PRE-BID MEETING: GUM TREE PARK DRAINAGE IMPROVEMENTS

DATE: July 26, 2023

LOCATION: Tupelo Public Works Department (PWD) Conference Room

- 1. OWNER INFORMATION & REPRESENTATIVES
- 2. PROJECT MANAGEMENT / ENGINEERING SERVICES
- 3. PROGRAM MANAGEMENT SERVICES / ARPA REVIEW
- 4. ARPA GUIDELINES FOR PROCUREMENT / CONSTRUCTION
- 5. REVIEW OF CONTRACT DOCUMENTS
- 6. CONTRACT TIME / LIQUIDATED DAMAGES
- 7. REVIEW OF PROJECT DRAWINGS
- 8. PROJECT MATERIALS / SUBMITTAL REQUIREMENTS
- 9. MATERIALS TESTING
- 10. CONSTRUCTION STAKING
- 11. TEMPORARY FENCING / BARRIER
- 12. EROSION CONTROL
- 13. TRAFFIC CONTROL
- 14. GENERAL DISCUSSION / QUESTIONS**

PROPOSAL

Proposal of Townes Construction Co, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississ, Pp doing business as a (corporation, partnership, limited liability company, or individual) to TUPELO, MS, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 45 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: NONE DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

**BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	32,412.00	32,412.00
2	CLEARING & GRUBBING	LS	1	1,500.00	1,500.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	600.00	1,200.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	12.00	4,800.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	12.00	2,400.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1,000.00	3,000.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	1,500.00	1,500.00
8	REMOVAL OF 30" CMP	LF	420	15.00	6,300.00
9	REMOVAL OF 48" CMP	LF	450	15.00	6,750.00
10	REMOVAL OF 60" RCP	LF	415	30.00	12,450.00
11	ASPHALT PAVEMENT	TONS	90	200.00	18,000.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	65.00	13,000.00
13	SAWCUTTING	LF	140	15.00	2,100.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	60.00	6,000.00
15	BORROW EXCAVATION	CY	80	34.00	2,720.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	6,729.00	26,916.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	6,888.00	6,888.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	8,500.00	8,500.00
19	36" HDPE HP STORM PIPE	LF	1550	85.00	131,750.00
20	48" HDPE HP STORM PIPE	LF	450	134.00	60,300.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	250.00	21,250.00
22	CONCRETE, CLASS B	CY	5	1,000.00	5,000.00
23	CONNECT TO EXISTING PIPES	EA	5	2,000.00	10,000.00
24	SOLID SODDING	SY	3300	6.00	19,800.00
25	TEMPORARY FENCING / BARRIER	LF	900	3.00	2,700.00
26	EROSION CONTROL	LS	1	6,500.00	6,500.00
TOTAL					413,736.00

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: Townes Construction Co., Inc
(PLEASE PRINT)

SIGNATURE: Armstead Townes III

NAME AND TITLE: Armstead Townes III Pres.
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS:

16398 Hwy 8 West
Gretnada MS 38901

PHONE NUMBER: (662) 286-4816

D-4b

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Yalobusha

I, Armstead Townes III
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Townes Construction Co., Inc
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Townes Construction Co., Inc Bidder on the "GUMTREE PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature Armstead Townes III

Title President

(SEAL)
Sworn before me this 14 day of August, 2023.

Estel R. Townes, Notary Public

My commission expires August 12 2024



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Townes Construction Co., Inc, 16398 Hwy 8, West
Grenada, MS 38901

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Tupelo, 71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Bid Amount, Dollars (\$ 5% of amount bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by-these presents.

WHEREAS, the Principal has submitted a bid for

Project: GumTree Park Drainage Improvements; Bid No. 2023-029PW

Bid Date: 8/9/2023

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

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

Signed and sealed this 9th day of August, 2023.

Step R. Jee
Witness

Townes Construction Co., Inc
Armstead Townes
Title Pres. (Seal)

Granite Re, Inc.
John G. Ruines
Attorney in Fact (Seal)

The following information was obtained from the records of the
 Department of Health, State of New York, on or about
 the date indicated below:

Name: [Name] Date of Birth: [Date]
 Sex: [Sex] Race: [Race]
 Address: [Address]
 City: [City] State: [State] Zip: [Zip]

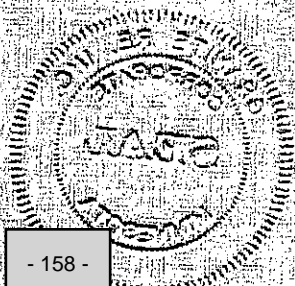
The above information was obtained from the records of the
 Department of Health, State of New York, on or about
 the date indicated below:

Name: [Name] Date of Birth: [Date]
 Sex: [Sex] Race: [Race]
 Address: [Address]
 City: [City] State: [State] Zip: [Zip]

The above information was obtained from the records of the
 Department of Health, State of New York, on or about
 the date indicated below:

Name: [Name] Date of Birth: [Date]
 Sex: [Sex] Race: [Race]
 Address: [Address]
 City: [City] State: [State] Zip: [Zip]





CLARIFICATION / RFI RESPONSE #1

**City of Tupelo, Mississippi
Gum Tree Park Drainage Improvements
Bid No. 2023-029PW**

August 8, 2023

The Contract Documents, Plans and Specifications shall be clarified as set forth herein below:

1. HP Storm pipe shall be provided by the Contractor for all proposed pipes on the project, including for all callouts on the Project Drawings for proposed 36 inch HDPE pipe & proposed 48" HDPE pipe on Sheets C3.1 – C3.2.
2. Bid Form Pay Item Numbers 19 and 20 shall include bid prices for HP Storm Pipe for each respective size as indicated on the Bid Form.
3. Specifications include information for various types of drainage pipe materials, installations, etc. The contractor shall utilize specifications sections included for HP Storm pipe. Any references to HDPE on the Plans, Specifications or Bid Form shall not be construed as other pipe materials may be utilized as an alternative to HP Storm Pipe.
4. Bids that include prices for providing and installing other types of pipe different than HP Storm pipe for the proposed 36 inch and 48 inch pipe sizes will not be awarded.

Bidders may direct any questions to the Engineer via email at dustin@dabbscorp.com or via telephone at 601-927-4012.

(s/b) Dustin D. Dabbs
Dustin D. Dabbs, P.E.
Project Manager

Amstead Lowrey
8/8/2023

PROPOSAL

Proposal of James A. Hodges Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **45** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

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

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 5% of bid amount) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

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

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

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

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

**BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	\$30,359.00	\$30,359.00
2	CLEARING & GRUBBING	LS	1	\$9,000.00	\$9,000.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	\$500.00	\$1,000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	\$20.00	\$8,000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	\$20.00	\$4,000.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	\$1,500.00	\$4,500.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	\$1,500.00	\$1,500.00
8	REMOVAL OF 30" CMP	LF	420	\$15.00	\$6,300.00
9	REMOVAL OF 48" CMP	LF	450	\$15.00	\$6,750.00
10	REMOVAL OF 60" RCP	LF	415	\$30.00	\$12,450.00
11	ASPHALT PAVEMENT	TONS	90	\$225.75	\$20,317.50
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	\$73.00	\$14,600.00
13	SAWCUTTING	LF	140	\$11.30	\$1,582.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	\$52.40	\$5,240.00
15	BORROW EXCAVATION	CY	80	\$23.75	\$1,900.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	\$7,835.51	\$31,342.04
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	\$4,500.00	\$4,500.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	\$6,827.00	\$6,827.00
19	36" HDPE HP STORM PIPE	LF	1550	\$112.00	\$173,600.00
20	48" HDPE HP STORM PIPE	LF	450	\$172.50	\$77,625.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	\$197.95	\$16,825.75
22	CONCRETE, CLASS B	CY	5	\$1,589.00	\$7,945.00
23	CONNECT TO EXISTING PIPES	EA	5	\$1,500.00	\$7,500.00
24	SOLID SODDING	SY	3300	\$4.90	\$16,170.00
25	TEMPORARY FENCING / BARRIER	LF	900	\$5.00	\$4,500.00
26	EROSION CONTROL	LS	1	\$5,500.00	\$5,500.00
TOTAL					\$479,833.29

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: James A Hodges Construction, Inc.
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: James A Hodges President James A Hodges
(PLEASE PRINT)

ADDRESS: James A Hodges Construction, Inc,
1281 County Road 811
Salttillo, MS 38866

PHONE NUMBER: 662-842-8538



NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

I, James A Hodges
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of James A Hodges Construction, Inc.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That James A Hodges, Bidder on the "GUMTREE PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature *[Handwritten Signature]*

Title President

(SEAL)
Sworn before me this 8th day of August, 2023.

Allison Wood, Notary Public

My commission expires December 9, 2026



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

I, James A Hodges
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of James A Hodges Construction, Inc.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

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(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

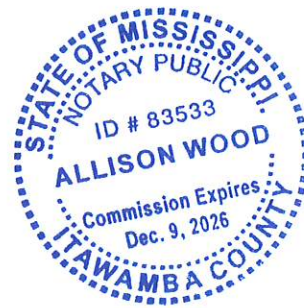
Signature *James A Hodges*

Title President

(SEAL)
Sworn before me this 8th day of August, 2023.

Allison Wood, Notary Public

My commission expires 10 December 9, 2026



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE James A. Hodges Construction Inc.
1281 County Road 811, Saltillo, MS 38866

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company
P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA
as Surety, hereinafter called the Surety, are held and firmly bound unto City of Tupelo
71 East Troy Street, Tupelo, MS 38804

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars (\$ _____ 5% _____),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Drainage Improvements, Tupelo, MS Bid No. 2023-029PW

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

Signed and sealed this 9th day of August, 2023

Robin Rodgers
(Witness)

James A. Hodges Construction Inc.
(Principal)
By: [Signature] PRESIDENT
(Title)



[Signature]
(Witness)



The Gray Casualty & Surety Company
(Surety)
By: [Signature]
Attorney-in-Fact Fielden Mitts
(Title)

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Fielden Mitts on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.


Surety Bond Number: Bid Bond
Principal: James A. Hodges Construction Inc.
Obligee: City of Tupelo


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

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

By: 
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

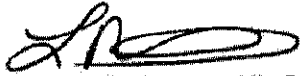
Attest: 
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana
ss:

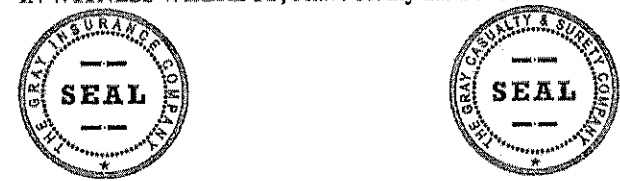
Parish of Jefferson
On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.





Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of August, 2023.




Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

PROPOSAL

Proposal of C I G CONTRACTORS, INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **45** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: <u>Clarification #1</u>	DATE: <u>08-08-23</u>
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____
NUMBER: _____	DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

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

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ _____) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

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

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

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

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

BID FORM - BID NO. 2021-027PW
 CITY OF TUPELO, MISSISSIPPI
 GUM TREE PARK DRAINAGE IMPROVEMENTS
 MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	2,950	2,950
2	CLEARING & GRUBBING	LS	1	1,770	1,770
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	1,000	2,000
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	11.80	4,720
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	11.80	2,360
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1,770	5,310
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	1,770	1,770
8	REMOVAL OF 30" CMP	LF	420	11.80	4,956
9	REMOVAL OF 48" CMP	LF	450	11.80	5,310
10	REMOVAL OF 60" RCP	LF	415	29.49	12,242
11	ASPHALT PAVEMENT	TONS	90	400	36,000
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	72	14,400
13	SAWCUTTING	LF	140	11.80	1,652
14	CRUSHED STONE BASE MATERIAL	TONS	100	53.10	5,310
15	BORROW EXCAVATION	CY	80	23.60	1,888
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	10,030	40,120
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	11,800	11,800
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	1,770	1,770
19	36" HDPE HP STORM PIPE	LF	1550	138.93	215,346
20	48" HDPE HP STORM PIPE	LF	450	191.70	86,266
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	4.50	38,250
22	CONCRETE, CLASS B	CY	5	354	1,770
23	CONNECT TO EXISTING PIPES	EA	5	354	1,770
24	SOLID SODDING	SY	3300	6.50	21,450
25	TEMPORARY FENCING / BARRIER	LF	900	9	8,100
26	EROSION CONTROL	LS	1	1,770	1,770
TOTAL					531,050.00

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, POLLY GODWIN certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that RANDALL R. GODWIN who signed said Proposal on behalf of the CONTRACTOR, was then PRESIDENT of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: POLLY GODWIN

Title: SECRETARY/TREASURER

Signature: *Polly Godwin*

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE

(To be executed if BIDDER is a Partnership)

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2023, before me personally appeared _____, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

_____; That said firm consists of himself and _____; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature _____

Title _____

(SEAL)

Sworn before me this ___ day of _____, 2023.

_____, Notary Public

My commission expires _____

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned _____, hereby certify that I am the Manager of _____ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that _____ who executed the Proposal on behalf of the Company is _____ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature _____

Title _____

(SEAL)

Sworn before me this ___ day of _____, 2023.

_____, Notary Public

My commission expires _____

NONRESIDENT BIDDER CERTIFICATE
(to be executed if a BIDDER is a nonresident)

I, _____, hereby certify that the CONTRACTOR,
_____, is domiciled in the State of _____

and (check and complete one):

attached is a copy of the State of _____'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph _____, page _____ of said law grants resident CONTRACTORS a _____ percent preference over nonresident CONTRACTORS for similar projects.

the State of _____ has no current law pertaining to the treatment of nonresident contractors.

I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature _____

Title _____

(SEAL)

Sworn before me this ___ day of _____, 2023.

_____, Notary Public

My commission expires _____

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF ALCORN

I, RANDALL R. GODWIN
(name of person signing affidavit)

individually, and in my capacity as PRESIDENT
(title)

of C I G CONTRACTORS, INC.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That C I G CONTRACTORS, INC. under on the **"GUMTREE PARK DRAINAGE IMPROVEMENTS"** for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

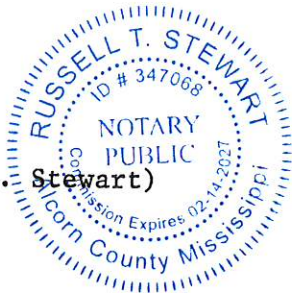
Signature *Randall R. Godwin*

Title RANDALL R. GODWIN PRESIDENT

(SEAL)
Sworn before me this 9 day of August, 2023.

Russell T. Stewart, Notary Public (Russell T. Stewart)

My commission expires 2-14-2027



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF ALCORN

I, RANDALL R. GODWIN
(name of person signing affidavit)

individually, and in my capacity as PRESIDENT
(title)

of C I G CONTRACTORS, INC.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

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(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

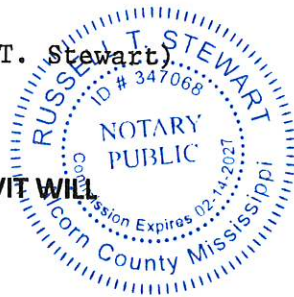
Signature *Randall R. Godwin*

Title RANDALL R. GODWIN PRESIDENT

(SEAL)
Sworn before me this 9 day of August, 2023.

Russell T. Stewart, Notary Public (Russell T. Stewart)

My commission expires 2-14-2027



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That C I G Contractors, Inc.
(Name of Contractor)

2072 South Tate Street, Corinth, MS 38834
(Address of Contractor)

a Corporation hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or Individual)

Travelers Casualty and Surety Company of America hereinafter called
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 9th day of August 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

C I G Contractors, Inc.
Principal

(L.S.)

Travelers Casualty and Surety Company of America
Surety





By: RANDALL R. GODWIN PRESIDENT

By: Ricky E. James, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

*** END OF SECTION ***



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

POWER OF ATTORNEY

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

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



State of Connecticut

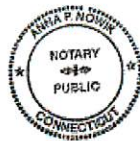
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **9th** day of **August**, 2023




Kevin E. Hughes, Assistant Secretary

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

PROPOSAL

Proposal of ENSCOR, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of TENNESSEE doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **45** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

- NUMBER: 1 DATE: 8-8-23 (CLARIFICATION)
- NUMBER: _____ DATE: _____
- NUMBER: _____ DATE: _____
- NUMBER: _____ DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

**BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023**

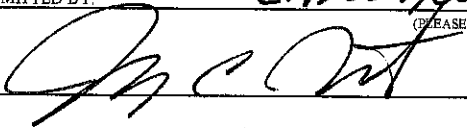
ITEM NO.	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	11,000.00	11,000.00
2	CLEARING & GRUBBING	LS	1	20,000.00	20,000.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	250.00	500.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	10.00	4000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	10.00	2000.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1000.00	3000.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	1000.00	1000.00
8	REMOVAL OF 30" CMP	LF	420	30.00	12600.00
9	REMOVAL OF 48" CMP	LF	450	40.00	18000.00
10	REMOVAL OF 60" RCP	LF	415	50.00	20750.00
11	ASPHALT PAVEMENT	TONS	90	300.00	27000.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	144.00	28800.00
13	SAWCUTTING	LF	140	10.00	1400.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	60.00	6000.00
15	BORROW EXCAVATION	CY	80	40.00	3200.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	10,000.00	40,000.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	10,000.00	10,000.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	11,000.00	11,000.00
19	36" HDPE HP STORM PIPE	LF	1550	114.00	176,700.00
20	48" HDPE HP STORM PIPE	LF	450	188.46	84,807.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	500.00	42500.00
22	CONCRETE, CLASS B	CY	5	1000.00	5000.00
23	CONNECT TO EXISTING PIPES	EA	5	1000.00	5000.00
24	SOLID SODDING	SY	3300	7.00	23100.00
25	TEMPORARY FENCING / BARRIER	LF	900	5.00	4500.00
26	EROSION CONTROL	LS	1	14000.00	14000.00
TOTAL					575,822.00

575,857.00

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: ENSCOR, LLC
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: JEFF SMITH, OWNER
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: 5566 COMMANDER DR.
ARLINGTON, TN 38002

PHONE NUMBER: 901-277-6623

LIMITED LIABILITY COMPANY CERTIFICATE
(To be executed if BIDDER is a LLC)

I, the undersigned JEFF SMITH, hereby certify that I am the Manager of ENSCOR, LLC (All Caps) (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that JEFF SMITH who executed the Proposal on behalf of the Company is OWNER of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature [Handwritten Signature]

Title OWNER

(SEAL)
Sworn before me this 9th day of Aug, 2023.

Cynthia H Smith, Notary Public

My commission expires Oct 25, 2026



NONRESIDENT BIDDER CERTIFICATE

(to be executed if a BIDDER is a nonresident)

I, JEFF SMITH, hereby certify that the CONTRACTOR, ENSCOR, LLC, is domiciled in the State of TENNESSEE

and (check and complete one):

attached is a copy of the State of TENNESSEE's current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph 1, page 1 of said law grants resident CONTRACTORS a 0 percent preference over nonresident CONTRACTORS for similar projects.

the State of _____ has no current law pertaining to the treatment of nonresident contractors.

I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature [Handwritten Signature]
Title OWNER

(SEAL)

Sworn before me this 9th day of Aug, 2023.

Cynthia H. Smith, Notary Public

My commission expires Oct 25, 2026



NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

^{TN}
STATE OF ~~MISSISSIPPI~~
COUNTY OF SHERBURY

I, JEFF SMITH
(name of person signing affidavit)

individually, and in my capacity as OWNER
(title)

of ENSCON, LLC
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That ENSCON, LLC, Bidder on the "GUMTREE PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature [Handwritten Signature]

Title OWNER

(SEAL)

Sworn before me this 9 day of Aug, 2023.

Cynthia H. Smith, Notary Public

My commission expires Oct 25, 2024



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

END OF SECTION

ENSCOR, LLC

"Sitework Solutions"

12-4-802. Allowance of bidding preferences — Reciprocity. —

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

[Acts 1990, ch. 1062, § 3.]

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That ENSCOR, LLC
(Name of Contractor)

5566 Commander Dr., Arlington, TN 38002
(Address of Contractor)

a Limited Liability Company hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or Individual)

Travelers Casualty and Surety Company of America hereinafter called
"Surety",
(Name of Surety)

are held and firmly bound unto **TUPELO, MS**, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 9th day of August 2023. The Condition of the above obligation is such that whereas the Principal has submitted to **TUPELO, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

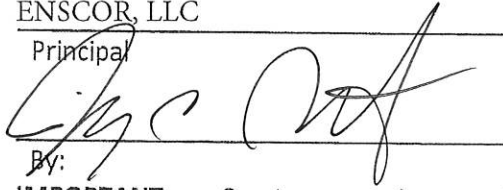
ENSCOR, LLC

(L.S.)

Travelers Casualty and Surety Company of America

Principal

Surety





By:

By: Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

*** END OF SECTION ***



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

POWER OF ATTORNEY

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

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

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

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

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

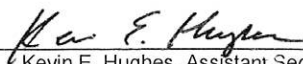
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **9th** day of **August**, **2023**




Kevin E. Hughes, Assistant Secretary

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

**COLOM CONSTRUCTION COMPANY, INC.
P.O. BOX 414
RIPLEY, MS 38663**

**CERT. OF RESPONSIBILITY NO. 05993-MC
FED ID# 64-0689595
CAGE# OHNS8
D-U-N-S# 11-260-5654**

**CITY OF TUPELO
CITY PURCHASING OFFICE CITY HALL 1ST FLOOR
71 EAST TROY STREET
TUPELO, MS 38804**

**SEALED BIDS FOR THE CONSTRUCTION OF GUMTREE PARK DRAINAGE
IMPROVEMENTS**

BID DATE: AUGUST 9, 2023

BID TIME: 10:00 A.M.

SEALED BID

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

BID No. 2023-029PW
GUMTREE PARK
DRAINAGE IMPROVEMENTS

Tupelo Public Works Department
City of Tupelo, Mississippi



MAY 2023



DABBS CORPORATION
1050 N. Eason Boulevard
Tupelo, Mississippi 38804

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, August 9, 2023** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the *"GUMTREE PARK DRAINAGE IMPROVEMENTS"*, **Bid No. 2023-029PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.

Bids are related to the construction of drainage improvements to include removal and replacement of existing drainage pipes, inlets and related infrastructure located along and adjacent to Gumtree Park within the City of Tupelo. The work will include removal of asphalt pavement, concrete sidewalk, curb & gutter, excavation, grate inlets, etc. in order to remove existing drainage pipes form within Gumtree Park. The contractor will be required to replace the existing infrastrucutre, which includes the installation of approximately 1550 LF of 36" HDPE drain pipe, 450 LF of 48" HDPE drain pipe, grate inlets, concrete sidewalks, solid sodding, etc. in order to provide improved collection, conveyance and capacity in the existing drainage system. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the, Project Drawings, General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing property / rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **45** consecutive calendar days. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Wednesday, July 26, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at www.tupelomsbids.com. Any questions regarding purchase of bid documents from this website should be directed to Plan House at 662-407-0193. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regarding electronic bidding should be directed to Plan House at 662-407-0193.

The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.

Award will be made to the lowest and best bidder and 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 Traci Dillard
TRACI DILLARD, City Purchasing Clerk**

Publish Dates: 07/11/2023 and 07/18/2023 in the NE Mississippi Daily Journal.

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:**

- A. Notice is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, August 9, 2023** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the **"GUMTREE PARK DRAINAGE IMPROVEMENTS"**, Bid No. **2023-029PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.
- B. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Wednesday, July 26, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.
- C. **The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.**

2. **Bids:**

- A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
- B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids **(in duplicate)** in an opaque sealed envelope marked in the lower left hand corner as follows:
1. Bid for construction of: **"GUMTREE PARK DRAINAGE IMPROVEMENTS"**
 2. Certificate of Responsibility No. 05993-MC
- E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**
- A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.
 - B. The **CITY OF TUPELO** reserves the right to reject any or all bids and to waive any or all informalities.
 - C. The **CITY OF TUPELO** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the City.
4. **Addenda and Interpretations:**
- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
 - B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.
5. **Certificate of Responsibility Number:**
- A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
 - B. **No bids will be accepted, opened or considered unless the above information is given as specified.**
 - C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER or ENGINEER.

6. **Notice to Nonresident Bidders:**
- A. A nonresident BIDDER domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident BIDDERS's state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. This preference, if it is a percentage of the bid or other monetary amount, is not to be added to the nonresident BIDDER's bid by the nonresident BIDDER. The ENGINEER will add a line to the bid tabulation report that shows the amount of the nonresident BIDDER premium when the bids are tabulated for the sole purpose of determining the order of the BIDDERS.
 - B. When a nonresident CONTRACTOR submits a bid for a public project, he shall attach thereto a copy of his resident state's current bid law pertaining to such state's treatment of nonresident CONTRACTORS.
 - C. Nonresident BIDDERS Certificate: CONTRACTOR must complete the Nonresident BIDDERS Certificate included in the Contract Documents (Section C) and submit same as part of their bid.
 - D. As used in this section, the term "resident contractors" includes a nonresident person, firm or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm or corporation.
7. **Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
8. **Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
9. **Security for Faithful Performance:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
10. **Law and Regulations:** The BIDDERS'S attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
11. **Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the project. Failure to do so will not relieve a successful BIDDER

of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

12. **Public Access / Public Safety:** IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO UNDERSTAND THE PROXIMITY OF THE IMPROVEMENTS FALL WITHIN AN EXISTING PUBLIC PARK FACILITY THAT IS VISITED BY PEDESTRIANS DAILY. THE CONTRACTOR SHALL BE REQUIRED TO UTILIZE TEMPORARY FENCING, OR SOME FORM OF ADEQUATE BARRIER TO BE APPROVED BY THE OWNER, AROUND CONSTRUCTION WORK AREAS AS REPRESENTED ON THE PROJECT DRAWINGS IN ORDER TO PROTECT THE PUBLIC/PEDESTRIANS DURING THE TERM OF THE PROPOSED IMPROVEMENTS. ACCESS TO PEDESTRIANS SHALL BE RESRICTED AT ALL TIMES BY THE CONTRACTOR AND FENCING/BARRIERS SHALL BE REQUIRED AT NIGHT/NON-WORK TIMES AS WELL TO PREVENT ACCESS TO TRENCHES, EQUIPMENT, ETC. THAT IMPACT PUBLIC SAFETY.
13. **Obligation of BIDDER:** At the time of the opening of bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including addenda issued, if any).
14. **Time of Completion:** BIDDER must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
15. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful bidder after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
16. **Non-Collusion Affidavit:** CONTRACTOR must complete (in duplicate) the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid. **FAILURE TO DO SO WILL DISQUALIFY THEIR BID.**
17. **Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
18. **Subcontractor:** The BIDDER is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. **The total allowable subcontract amount shall not exceed fifty percent (50%) of contract amount unless otherwise approved by the OWNER.**
19. **Qualifications of Subcontractors: Material and Equipment Suppliers:**
 - A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER,

after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material or Equipment that is not in conformance with the requirements of the Contract Documents.

- B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.
- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.
 - a. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - b. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - c. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

20. **Qualifications of BIDDERS:** The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the Work and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject a Bid if the evidence submitted by or investigation of such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the items of Work contemplated therein.
21. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the Project Supplemental Conditions, Section J.4, as enclosed herein for the full term of the Contract.
22. **Contract Award:** Award of Contract, if made, shall be within **30 days** of date of Receipt of Bids.
23. **Issuance of "Notice to Proceed":** Should the Contract be awarded, the OWNER will issue the "Notice to Proceed" within **30 days** after the date of agreement of the Contract with an effective date / begin date of **Monday, September 18, 2023**. The contractor, unless approved in writing by the Engineer, shall not be allowed to begin the project prior to this date NOR have the Notice To Proceed issued with an effective date following the date included herein.

END OF SECTION

CLARIFICATION / RFI RESPONSE #1

**City of Tupelo, Mississippi
Gum Tree Park Drainage Improvements
Bid No. 2023-029PW**

August 8, 2023

The Contract Documents, Plans and Specifications shall be clarified as set forth herein below:

1. HP Storm pipe shall be provided by the Contractor for all proposed pipes on the project, including for all callouts on the Project Drawings for proposed 36 inch HDPE pipe & proposed 48" HDPE pipe on Sheets C3.1 – C3.2.
2. Bid Form Pay Item Numbers 19 and 20 shall include bid prices for HP Storm Pipe for each respective size as indicated on the Bid Form.
3. Specifications include information for various types of drainage pipe materials, installations, etc. The contractor shall utilize specifications sections included for HP Storm pipe. Any references to HDPE on the Plans, Specifications or Bid Form shall not be construed as other pipe materials may be utilized as an alternative to HP Storm Pipe.
4. Bids that include prices for providing and installing other types of pipe different than HP Storm pipe for the proposed 36 inch and 48 inch pipe sizes will not be awarded.

Bidders may direct any questions to the Engineer via email at dustin@dabbscorp.com or via telephone at 601-927-4012.

(s/b) Dustin D. Dabbs
Dustin D. Dabbs, P.E.
Project Manager

Dabbs Corporation

Clarification #1 – 2023-029PW

PROPOSAL

Proposal of Colom Construction Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 45 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

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

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

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

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 5% of amount bid) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

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

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

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

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	30,000. ⁰⁰	30,000. ⁰⁰
2	CLEARING & GRUBBING	LS	1	20,000. ⁰⁰	20,000. ⁰⁰
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	250. ⁰⁰	500. ⁰⁰
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	15. ⁰⁰	6,000. ⁰⁰
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	15. ⁰⁰	3,000. ⁰⁰
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1,000. ⁰⁰	3,000. ⁰⁰
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	2,000. ⁰⁰	2,000. ⁰⁰
8	REMOVAL OF 30" CMP	LF	420	20. ⁰⁰	8,400. ⁰⁰
9	REMOVAL OF 48" CMP	LF	450	20. ⁰⁰	9,000. ⁰⁰
10	REMOVAL OF 60" RCP	LF	415	20. ⁰⁰	8,300. ⁰⁰
11	ASPHALT PAVEMENT	TONS	90	350. ⁰⁰	31,500. ⁰⁰
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	68. ⁰⁰	13,600. ⁰⁰
13	SAWCUTTING	LF	140	10. ⁰⁰	1,400. ⁰⁰
14	CRUSHED STONE BASE MATERIAL	TONS	100	75. ⁰⁰	7,500. ⁰⁰
15	BORROW EXCAVATION	CY	80	35. ⁰⁰	2,800. ⁰⁰
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	8,800. ⁰⁰	35,200. ⁰⁰
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	7,500. ⁰⁰	7,500. ⁰⁰
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	12,200. ⁰⁰	12,200. ⁰⁰
19	36" HDPE HP STORM PIPE	LF	1550	130. ⁰⁰	201,500. ⁰⁰
20	48" HDPE HP STORM PIPE	LF	450	226. ⁰⁰	101,700. ⁰⁰
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	350. ⁰⁰	29,750. ⁰⁰
22	CONCRETE, CLASS B	CY	5	3,000. ⁰⁰	15,000. ⁰⁰
23	CONNECT TO EXISTING PIPES	EA	5	1,000. ⁰⁰	5,000. ⁰⁰
24	SOLID SODDING	SY	3300	7. ⁵⁰	24,750. ⁰⁰
25	TEMPORARY FENCING / BARRIER	LF	900	8. ⁰⁰	7,200. ⁰⁰
26	EROSION CONTROL	LS	1	10,000. ⁰⁰	10,000. ⁰⁰
TOTAL					596,800.⁰⁰

D-4a

**BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023**

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: Colom Construction Co., Inc.
(PLEASE PRINT)

SIGNATURE: [Handwritten Signature]

NAME AND TITLE: Bob Colom, President
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: P.O. Box 414
Ripley, MS 38663

PHONE NUMBER: 662-837-3474

D-4b

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Teddy Conwill certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Bob Celom who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Teddy Conwill

Title: Secretary

Signature: Teddy Conwill

(CORPORATE SEAL)



NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Tipphah

I, Pod Colom
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Colom Construction Co., Inc.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Colom Construction Co., Inc. Bidder on the "GUMTREE PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature Pod Colom

Title President

(SEAL)
Sworn before me this 8th day of August, 2023.

[Signature], Notary Public
ID # 100672
My commission expires 3/20/25
BRYAN S. WARD
TIPPAH COUNTY

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Tippah

I, Rod Colom
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Colom Construction Co., Inc
(name of firm, partnership, limited liability company, or corporation.)

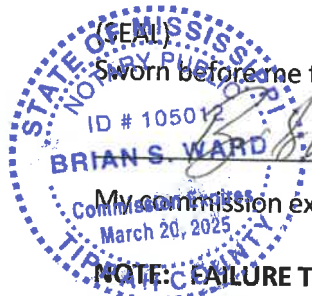
being duly sworn, on oath do depose and say as follows:

(a) That Colom Construction Co., Inc. Bidder on the "GUMTREE PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature Rod Colom

Title President



Sworn before me this 8th day of August, 2023.

Brian S. Ward, Notary Public

My commission expires 3/20/25

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Colom Construction Company, Inc.
(Name of Contractor)

PO Box 414, Ripley, MS 38663
(Address of Contractor)

a Corporation hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or Individual)

Western Surety Company hereinafter called
(Name of Surety) "Surety",

are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the 9th day of August 2023. The Condition of the above obligation is such that whereas the Principal has submitted to TUPELO, MS a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Colom Construction Company, Inc.

(L.S.)

Western Surety Company

Principal

Surety

Rod Colom

Cooper W. Permenter

By: Rod Colom, President

By: Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

*** END OF SECTION ***

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark E Harris, Keith W Brown, Tona J Hunter, W W Jones II, Joseph Madden III, Cooper W Permenter, Richard L Powell, Ric Stallings, Individually

of Memphis, TN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 14th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of August, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Paul Smithey Construction Company, Inc.
PO Box 357
Belden, MS 38826

Certificate of Responsibility Number
04370-MC

Bid To: City of Tupelo
Public Works Department
Tupelo, MS

Bid For: 2023-029PW
Gumtree Park
Drainage Improvements

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Paul Smithey Construction Co., Inc. _____

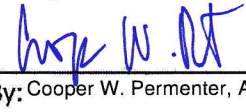
(L.S.)

The Gray Casualty & Surety Company _____

Principal

Surety





By:

By: Cooper W. Permenter, Attorney-in-Fact/MS Resident Agent

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

*** END OF SECTION ***

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

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** Paul Smithey Construction Co., Inc.

Project: Gumtree Park Drainage Improvements

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Joseph Madden III, Richard L. Powell, Richard L. Powell Jr., Mark E. Harris, Keith W. Brown, Tona Jo Hunter, Cooper W. Permenter, Daniel B. Dickens, and Ric Stallings of Memphis, Tennessee jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

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

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



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

Leigh Anne Henican

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

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of August, 2023.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 9th day of August, 2023.

Leigh Anne Henican



PROPOSAL

Proposal of Paul Smith Construction Co, Inc (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **45** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$300** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: Clarification # 1 DATE: 8-8-23
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

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

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ _____) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

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

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

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

Inspection trips for prospective BIDDERS will be coordinated thru OWNER prior to submission of proposal.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE D-4 FOR BID ITEMS.**

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

**BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	15,975.00	15,975.00
2	CLEARING & GRUBBING	LS	1	10,650.00	10,650.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	266.25	532.50
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	42.60	17,040.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	74.55	14,910.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	2,130.00	6,390.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	2,130.00	2,130.00
8	REMOVAL OF 30" CMP	LF	420	29.82	12,524.40
9	REMOVAL OF 48" CMP	LF	450	27.69	12,460.50
10	REMOVAL OF 60" RCP	LF	415	47.93	19,890.95
11	ASPHALT PAVEMENT	TONS	90	319.50	28,755.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	116.09	23,218.00
13	SAWCUTTING	LF	140	12.78	1,789.20
14	CRUSHED STONE BASE MATERIAL	TONS	100	70.82	7,082.00
15	BORROW EXCAVATION	CY	80	26.63	2,130.40
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	9,585.00	38,340.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	9,585.00	9,585.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	1,597.50	1,597.50
19	36" HDPE HP STORM PIPE	LF	1550	144.88	224,564.00
20	48" HDPE HP STORM PIPE	LF	450	202.84	91,278.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	532.50	45,262.50
22	CONCRETE, CLASS B	CY	5	1,278.00	6,390.00
23	CONNECT TO EXISTING PIPES	EA	5	1,597.50	7,987.50
24	SOLID SODDING	SY	3300	8.52	28,116.00
25	TEMPORARY FENCING / BARRIER	LF	900	7.46	6,714.00
26	EROSION CONTROL	LS	1	4,260.00	4,260.00
TOTAL					639,572.45

**BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023**

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: Paul Smithey Construction Co. Inc.
(PLEASE PRINT)

SIGNATURE: *Wesley Nelson*

NAME AND TITLE: Wesley Nelson President
(PLEASE PRINT)

ADDRESS: PO Box 357
Belden, MS 38826

PHONE NUMBER: 662-844-0794

(SEAL)
IF BY CORPORATION

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Marjorie Randle certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Wesley Nelson who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Marjorie Randle

Title: Secretary

Signature: Marjorie Randle

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE

(To be executed if BIDDER is a Partnership)

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 2023, before me personally appeared _____, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

_____; That said firm consists of himself and _____; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature _____

Title _____

(SEAL)

Sworn before me this __ day of _____, 2023.

_____, Notary Public

My commission expires _____

LIMITED LIABILITY COMPANY CERTIFICATE

(To be executed if BIDDER is a LLC)

I, the undersigned _____, hereby certify that I am the Manager of _____ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that _____ who executed the Proposal on behalf of the Company is _____ of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Signature _____

Title _____

(SEAL)

Sworn before me this ___ day of _____, 2023.

_____, Notary Public

My commission expires _____

NONRESIDENT BIDDER CERTIFICATE

(to be executed if a BIDDER is a nonresident)

I, _____, hereby certify that the CONTRACTOR,
_____, is domiciled in the State of _____

and (check and complete one):

() attached is a copy of the State of _____'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph _____, page _____ of said law grants resident CONTRACTORS a _____ percent preference over nonresident CONTRACTORS for similar projects.

() the State of _____ has no current law pertaining to the treatment of nonresident contractors.

() I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before contract is signed.

Signature _____

Title _____

(SEAL)

Sworn before me this ___ day of _____, 2023.

_____, Notary Public

My commission expires _____

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

I, Wesley Nelson
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Paul Smithay Construction Company Inc.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Paul Smithay Const. Co. Inc. Bidder on the "GUMTREE PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature Wesley Nelson

Title President



Sworn before me this 9th day of August, 2023.

Marjorie Randle, Notary Public

My commission expires May 30, 2026

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

I, Wesley Nelson
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Paul Smith Construction Company Inc.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Paul Smith Construction Inc. Bidder on the "GUMTREE PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature Wesley Nelson

Title President



Sworn before me this 9th day of August, 2023.

Marjorie Randle, Notary Public

My commission expires May 30, 2026

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

END OF SECTION

PROPOSAL

Proposal of Phillips Contracting Co., Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a (corporation, partnership, limited liability company, or individual) to **TUPELO, MS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within 45 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

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

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

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that he fails to complete the work unless the Contract Time is extended by a written Change Order.

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

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 5% of bid) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

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

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1	80,000.00	80,000.00
2	CLEARING & GRUBBING	LS	1	48,000.00	48,000.00
3	REMOVE & REINSTALL EXISTING STREET SIGNS	EA	2	500.00	1,000.00
4	REMOVAL OF ASPHALT PAVEMENT	SY	400	20.00	8,000.00
5	REMOVAL OF CONCRETE SIDEWALK	SY	200	20.00	4,000.00
6	REMOVAL OF CONCRETE GRATE INLETS	EA	3	1,000.00	3,000.00
7	REMOVAL OF CONCRETE JUNCTION BOX	EA	1	1,000.00	1,000.00
8	REMOVAL OF 30" CMP	LF	420	20.00	8,400.00
9	REMOVAL OF 48" CMP	LF	450	23.00	10,350.00
10	REMOVAL OF 60" RCP	LF	415	25.00	10,375.00
11	ASPHALT PAVEMENT	TONS	90	323.00	29,070.00
12	CONCRETE SIDEWALK, MATCH EXISTING	SY	200	95.00	19,000.00
13	SAWCUTTING	LF	140	15.00	2,100.00
14	CRUSHED STONE BASE MATERIAL	TONS	100	110.00	11,000.00
15	BORROW EXCAVATION	CY	80	50.00	4,000.00
16	REINFORCED CONCRETE INLETS, W/ CAST IRON GRATE	EA	4	8,000.00	32,000.00
17	REINFORCED CONCRETE JUNCTION BOX	EA	1	8,000.00	8,000.00
18	10' PVC DRAIN BASIN, W/ CAST IRON GRATE	EA	1	9,400.00	9,400.00
19	36" HDPE HP STORM PIPE	LF	1550	120.00	186,000.00
20	48" HDPE HP STORM PIPE	LF	450	160.00 160.00	72,000.00
21	FLOWABLE FILL, NON-EXCAVATABLE	CY	85	400.00	34,000.00
22	CONCRETE, CLASS B	CY	5	2,000.00	10,000.00
23	CONNECT TO EXISTING PIPES	EA	5	2,500.00	12,500.00
24	SOLID SODDING	SY	3300	10.00	33,000.00
25	TEMPORARY FENCING / BARRIER	LF	900	10.00	9,000.00
26	EROSION CONTROL	LS	1	5,000.00	5,000.00
TOTAL					577,195.00

577,195.00


642,195.00

BH

BID FORM - BID NO. 2021-027PW
CITY OF TUPELO, MISSISSIPPI
GUM TREE PARK DRAINAGE IMPROVEMENTS
MAY, 2023

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN. BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: Phillips Contracting Co., Inc.
(PLEASE PRINT)

SIGNATURE: 

NAME AND TITLE: Blake Hill President
(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: P.O. Box 7530
Columbus, MS 39705

PHONE NUMBER: 662-328-6250

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids:**

- A. Notice is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Wednesday, August 9, 2023** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the **"GUMTREE PARK DRAINAGE IMPROVEMENTS"**, **Bid No. 2023-029PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through www.tupelomsbids.com.
- B. A Pre-Bid Meeting will be held at **10:00 o'clock AM local time on Wednesday, July 26, 2023** at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi. The Pre-Bid Meeting will include a discussion of the plans, specifications, program requirements, Contract Documents, etc. The Pre-Bid Meeting is not mandatory but all suppliers and contractors/bidders are encouraged to attend.
- C. **The OWNER is an Equal Opportunity Employer. The OWNER encourages Minority-owned Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) to submit bids. The bid solicitation will be submitted to the Agency Bid Bank at agencybidbank@mississippi.org.**

2. **Bids:**

- A. Shall be made on the forms provided and all applicable blank spaces filled in. Alterations, erasures or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. No oral, telephonic or telegraphic proposals will be considered.
- B. **BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.**
- C. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids (**in duplicate**) in an opaque sealed envelope marked in the lower left hand corner as follows:
1. Bid for construction of: **"GUMTREE PARK DRAINAGE IMPROVEMENTS"**
 2. Certificate of Responsibility No. 00229-mc
- E. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. **Method of Bidding:**

- A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.
- B. The **CITY OF TUPELO** reserves the right to reject any or all bids and to waive any or all informalities.
- C. The **CITY OF TUPELO** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the City.

4. **Addenda and Interpretations:**

- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, they should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
- B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become a part of the Contract.

5. **Certificate of Responsibility Number:**

- A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid, their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
- B. **No bids will be accepted, opened or considered unless the above information is given as specified.**
- C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids, and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER or ENGINEER.

CORPORATE CERTIFICATE

(To be executed if BIDDER is a Corporation)

I, Doug Phillips certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Proposal; that Blake Hill who signed said Proposal on behalf of the CONTRACTOR, was then President of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Doug Phillips

Title: Secretary

Signature: Doug Phillips

(CORPORATE SEAL)

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

I, Blake Hill
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Phillips Contracting Co., Inc.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Phillips Contracting Co., Inc. Bidder on the "GUMTREE PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature [Handwritten Signature]

Title President

(SEAL)
Sworn before me this 11/10 day of November, 2023.

[Handwritten Signature] Notary Public

My commission expires 1/28/27
January 28, 2027



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee

I, Blake Hill
(name of person signing affidavit)

individually, and in my capacity as President
(title)

of Phillips Contracting Co., Inc.
(name of firm, partnership, limited liability company, or corporation.)

being duly sworn, on oath do depose and say as follows:

(a) That Phillips Contracting Co., Inc. Bidder on the "GUMTREE PARK DRAINAGE IMPROVEMENTS" for **Tupelo, MS** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal government of the United States of America or any of their agencies.

Signature [Handwritten Signature]

Title President

(SEAL)
Sworn before me on 10/15 day of October, 2023.

[Handwritten Signature] Notary Public

My commission expires January 28, 2021



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Phillips Contracting Co., Inc.
(Name of Contractor)

P.O. Box 7530, Columbus , MS 39705
(Address of Contractor)

a Corporation hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

Fidelity and Deposit Company of Maryland hereinafter called
(Name of Surety) "Surety",

are held and firmly bound unto **TUPELO, MS**, hereinafter called "**OWNER**" in the penal sum of 5%
of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors,
and assigns, jointly and severally, firmly by these presents. Signed, this the 9th day of August
2023. The Condition of the above obligation is such that whereas the Principal has submitted to
TUPELO, MS a certain BID, attached hereto and hereby made a part thereof to enter into a contract
in writing, for the construction of:

"GUMTREE PARK DRAINAGE IMPROVEMENTS"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

Phillips Contracting Co., Inc.
Principal

(L.S.)

Fidelity and Deposit Company of Maryland
Surety

[Signature] President
By:

[Signature]
By: Peggy L. Jackson, Attorney-in-Fact
Resident MS Agent, Fisher Brown Bottrell Insurance, Inc.



IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

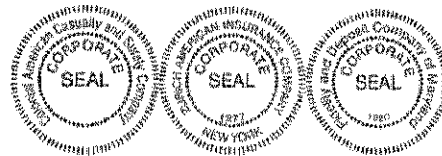
*** END OF SECTION ***

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Taylor LEGGETT, Amanda Jean CHARFAUROS, Jerry Eugene HORNER JR., Jason J. YOUNG, Trina COBB, Peggy L. JACKSON, Stephen Wesley PRICE JR., all of Jackson, Mississippi**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of July, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethia
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 9th day of August, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CLARIFICATION / RFI RESPONSE #1

**City of Tupelo, Mississippi
Gum Tree Park Drainage Improvements
Bid No. 2023-029PW**

August 8, 2023

The Contract Documents, Plans and Specifications shall be clarified as set forth herein below:

1. HP Storm pipe shall be provided by the Contractor for all proposed pipes on the project, including for all callouts on the Project Drawings for proposed 36 inch HDPE pipe & proposed 48" HDPE pipe on Sheets C3.1 – C3.2.
2. Bid Form Pay Item Numbers 19 and 20 shall include bid prices for HP Storm Pipe for each respective size as indicated on the Bid Form.
3. Specifications include information for various types of drainage pipe materials, installations, etc. The contractor shall utilize specifications sections included for HP Storm pipe. Any references to HDPE on the Plans, Specifications or Bid Form shall not be construed as other pipe materials may be utilized as an alternative to HP Storm Pipe.
4. Bids that include prices for providing and installing other types of pipe different than HP Storm pipe for the proposed 36 inch and 48 inch pipe sizes will not be awarded.

Bidders may direct any questions to the Engineer via email at dustin@dabbscorp.com or via telephone at 601-927-4012.

(s/b) Dustin D. Dabbs
Dustin D. Dabbs, P.E.
Project Manager



Corporate Office:
1344 D.L. Collums Drive
Tupelo, MS 38801
662-840-3003

Distribution Locations:
Tupelo, MS 662-840-3003
Byhalia, MS 662-838-5122
Grenada, MS 662-307-7161
Jackson, MS 601-366-7444
Saucier, MS 228-832-9655

August 10, 2023

To: Townes Construction Company
Attn: Shawn Gray

Subject: Gum Tree Park Drainage Tupelo MS

Dear Shawn Gray:

Per our conversation, G&O Supply will be providing ADS HP STORM Pipe on the Gum Tree Park Drainage Project. Submittals for all products will be provided for Engineer approval prior to providing materials on site.

Please feel free to contact me if you need additional information.

G & O Supply Co., Inc.

A handwritten signature in black ink, appearing to read "DM Broadwater".

Davis M. Broadwater
Sales Manager

CLARIFICATION / RFI RESPONSE #1

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Gum Tree Park Drainage Improvements
Bid No. 2023-029PW**

August 8, 2023

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Bidders may direct any questions to the Engineer via email at dustin@dabbscorp.com or via telephone at 601-927-4012.

(s/b) Dustin D. Dabbs
Dustin D. Dabbs, P.E.
Project Manager

Armistead Townsend
8/8/2023



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: August 10, 2023

SUBJECT: IN THE MATTER OF APPROVAL OF AN ORDINANCE AMENDING THE TUPELO WATER & LIGHT DEPARTMENT’S SERVICE PRACTICE STANDARDS: SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE, APPENDIX A: SCHEDULE OF RATES, CHARGES AND FEES: CUSTOMER SERVICE CHARGES **JT**

Request:

Approval of the attached ordinance amending our Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees: Customer Service Charges with the following proposed changes:

Water Connection & Tap Charges
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>		<u>Inside Paved Areas</u>	
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
¾"	\$1,300.00	\$2,200.00	\$2,100.00	\$3,200.00
1"	\$1,500.00	\$2,400.00	\$2,300.00	\$3,400.00
1 ½"	\$2,600.00	\$3,100.00	\$3,400.00	\$4,100.00
2"	\$3,200.00	\$3,500.00	\$3,800.00	\$4,500.00
3" and Larger	**		**	

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Water Connection & Tap Charges
Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>		<u>Inside Paved Areas</u>	
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
¾"	\$1,475.00	\$2,400.00	\$2,310.00	\$3,400.00
1"	\$1,725.00	\$2,600.00	\$2,650.00	\$3,600.00
1 ½"	\$3,125.00	\$3,300.00	\$4,050.00	\$4,300.00
2"	\$3,825.00	\$3,700.00	\$4,550.00	\$4,700.00
3" and Larger	**		**	

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>		<u>Inside Paved Areas</u>	
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
4"	\$1,150.00	\$1,500.00	\$1,725.00	\$2,500.00
6"	\$1,300.00	\$1,700.00	\$1,875.00	\$2,700.00
8" and Larger	**		**	

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>		<u>Inside Paved Areas</u>	
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
4"	\$1,375.00	\$1,700.00	\$2,075.00	\$2,700.00
6"	\$1,575.00	\$1,900.00	\$2,250.00	\$2,900.00
8" and Larger	**		**	

** Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Meter Installation Charges In Developments
Inside City Limits

Outside City Limits

<u>Size</u>	<u>Current</u>	<u>Proposed</u>	<u>Size</u>	<u>Current</u>	<u>Proposed</u>
3/4"	\$700.00	\$1,300.00	3/4"	\$800.00	\$1,500.00
1"	\$800.00	\$1,500.00	1"	\$950.00	\$1,700.00
1 1/2"	N/A	\$2,200.00	1 1/2"	N/A	\$2,400.00
2"	N/A	\$2,600.00	2"	N/A	\$2,800.00

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>		<u>Inside Paved Areas</u>	
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
6" x 6"	\$2,700.00	\$3,500.00	\$3,275.00	\$4,500.00
8" x 6"	\$2,900.00	\$3,700.00	\$3,475.00	\$4,700.00
8" x 8"	\$3,200.00	\$4,000.00	\$3,775.00	\$5,000.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

**Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>		<u>Inside Paved Areas</u>	
	<u>Current</u>	<u>Proposed</u>	<u>Current</u>	<u>Proposed</u>
6" x 6"	\$3,300.00	\$4,000.00	\$4,000.00	\$5,000.00
8" x 6"	\$3,500.00	\$4,200.00	\$4,200.00	\$5,200.00
8" x 8"	\$3,900.00	\$4,600.00	\$4,600.00	\$5,600.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

This change is necessitated by the continually increasing cost of materials.

These increases, if approved, will be effective October 1, 2023.

ORDINANCE

AMENDMENT TO ALL PREVIOUS ORDINANCES ESTABLISHING SCHEDULE OF RULES AND FEES FOR UTILITY SERVICES FURNISHED TO CONSUMERS OF THE CITY OF TUPELO.

WHEREAS, the City of Tupelo is authorized by the Section 21-27-23 Miss. Code Anno. (1972 as amended) to establish schedules of rules and fees for utility services furnished to consumers of the City of Tupelo Water & Light Department; and

WHEREAS, that based on appropriate studies and investigations, the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees: Customer Service Charges as set forth and attached in Exhibit “A”; and

WHEREAS, the City Council met at its regularly scheduled meeting on August 15, 2023, to review and consider information compiled by the City of Tupelo Water and Light Department demonstrating the need for establishing updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees: Customer Service Charges set forth above and attached hereto; and

WHEREAS, the City Council found and determined that the updated Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees was necessary, fair and reasonable; and

WHEREAS, the amended Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees set forth as attached below, shall be published in ordinance form as required by law.

NOW, THEREFORE LET IT BE ORDAINED by the City Council as follows:

Section 1. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees: Customer Service Charges as codified as Section 26-127 of the City of Tupelo, Mississippi Code of Ordinances is hereby amended in pertinent part by substitution to read:

Water Connection & Tap Charges
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾”	\$2,200.00	\$3,200.00
1”	\$2,400.00	\$3,400.00
1 ½”	\$3,100.00	\$4,100.00
2”	\$3,500.00	\$4,500.00
3” and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Water Connection & Tap Charges

Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾"	\$2,400.00	\$3,400.00
1"	\$2,600.00	\$3,600.00
1 ½"	\$3,300.00	\$4,300.00
2"	\$3,700.00	\$4,700.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges

Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,500.00	\$2,500.00
6"	\$1,700.00	\$2,700.00
8" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges

Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,700.00	\$2,700.00
6"	\$1,900.00	\$2,900.00
8" and Larger	**	**

** Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Meter Installation Charges In Developments

Inside City Limits

Outside City Limits

<u>Size</u>	<u>Cost</u>	<u>Size</u>	<u>Cost</u>
¾"	\$1,300.00	¾"	\$1,500.00
1"	\$1,500.00	1"	\$1,700.00
1 ½"	\$2,200.00	1 ½"	\$2,400.00
2"	\$2,600.00	2"	\$2,800.00

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections

Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$3,500.00	\$4,500.00

8" x 6"	\$3,700.00	\$4,700.00
8" x 8"	\$4,000.00	\$5,000.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$4,000.00	\$5,000.00
8" x 6"	\$4,200.00	\$5,200.00
8" x 8"	\$4,600.00	\$5,600.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Section 2. All other portions of the Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees other than changes in Section 1 above shall remain the same.

Section 3. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees as amended in Section 1 above shall become effective on October 1, 2023.

Section 4. The Service Practice Standards: Schedule of Rules, Regulations and Fees for Utility Service, Appendix A: Schedule of Rates, Charges and Fees as herein amended are attached hereto as Exhibit "A".

Section 5. The Clerk of the Council is hereby directed to cause a copy of this amendatory ordinance to be published one time in the Northeast Mississippi Daily Journal.

The foregoing Ordinance was proposed in a motion by Council Member _____, seconded by Council Member _____, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

- Councilman Chad Mims _____
- Councilman Lynn Bryan _____
- Councilman Travis Beard _____
- Councilwoman Nettie Davis _____
- Councilman Buddy Palmer _____
- Councilwoman Janet Gaston _____
- Councilwoman Rosie Jones _____

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the _____ day of August, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: _____
President

ATTEST:

Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan, Mayor

DATE

ATTEST:

Kim Hanna, City Clerk

Exhibit "A"

CITY OF TUPELO WATER & LIGHT DEPARTMENT
SERVICE PRACTICE STANDARDS
SCHEDULE OF RULES, REGULATIONS AND FEES FOR UTILITY SERVICE

Appendix A

SCHEDULE OF RATES, CHARGES AND FEES

The following Schedule of Customer Service Charges is hereby fixed and established:

Table with 2 columns: Description of charge and Amount. Includes items like Meter Connection Charge (\$25.00), Transfer Charge (\$25.00), Disconnection/Reconnection Fee, etc.

The following Schedule of Customer Deposits is hereby fixed and established:

Table with 2 columns: Deposit Amount and Credit Score. Includes Residential Electric Deposit and Residential Water Deposit.

Additional deposits may be required if service is discontinued for non-payment equal to two (2) month's average bill based on prior twelve (12) months service history.

Customers transferring service after the effective date of this ordinance, who have a poor payment history, will be required to pay the new deposit schedule before transferring their utility service to a new location.

Commercial Customers are required to pay meter deposits equal to two (2) months average billing based on prior twelve (12) months service history.

Minimum Commercial Deposits are as follows:

Electric	Two (2) times the average usage.	Water 1" – Temp	\$500.00 (Fire Plug)
Water	\$150.00	Water 2" – Temp	\$900.00 (Fire Plug)

Tupelo Water & Light Department reserves the right to periodically review deposits and to add additional deposits to protect the City on accounts that have inadequate surety deposits or poor pay history.

Commercial customers will have the option of paying a cash deposit, posting a Utility Surety Bond or filing a Certificate of Deposit with Tupelo Water & Light Department. All Certificates of Deposit must have the business name and Tupelo Water & Light Department on the face of the certificate. Tupelo Water & Light Department Collections and Billing Office will be the custodian of all Utility Surety Bonds and Certificates of Deposit.

The following Schedule of Water & Sewer Tapping Fees is hereby fixed and established:

**Water Connection & Tap Charges
Inside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾"	\$2,200.00	\$3,200.00
1"	\$2,400.00	\$3,400.00
1 ½"	\$3,100.00	\$4,100.00
2"	\$3,500.00	\$4,500.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

**Water Connection & Tap Charges
Outside City Limits**

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
¾"	\$2,400.00	\$3,400.00
1"	\$2,600.00	\$3,600.00
1 ½"	\$3,300.00	\$4,300.00
2"	\$3,700.00	\$4,700.00
3" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,500.00	\$2,500.00
6"	\$1,700.00	\$2,700.00
8" and Larger	**	**

**Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Sewer Service Connection Charges
Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
4"	\$1,700.00	\$2,700.00
6"	\$1,900.00	\$2,900.00
8" and Larger	**	**

** Charge will be based on cost of materials, labor and equipment at the time of installation on a case by case basis.

Meter Installation Charges In Developments

Inside City Limits **Outside City Limits**

<u>Size</u>	<u>Cost</u>	<u>Size</u>	<u>Cost</u>
3/4"	\$1,300.00	3/4"	\$1,500.00
1"	\$1,500.00	1"	\$1,700.00
1 1/2"	\$2,200.00	1 1/2"	\$2,400.00
2"	\$2,600.00	2"	\$2,800.00

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Inside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$3,500.00	\$4,500.00
8" x 6"	\$3,700.00	\$4,700.00
8" x 8"	\$4,000.00	\$5,000.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Non-Metered Connection Charges for Existing Water System & Sprinkler Connections
Outside City Limits

<u>Size</u>	<u>Outside Paved Areas</u>	<u>Inside Paved Areas</u>
6" x 6"	\$4,000.00	\$5,000.00
8" x 6"	\$4,200.00	\$5,200.00
8" x 8"	\$4,600.00	\$5,600.00

**Larger connections - Charge will be based on cost of materials, labor and equipment at the time of installation on a case-by-case basis.

Fire Protection Fees

<u>Size</u>	<u>Monthly Charges</u>
4"	\$19.00
6"	\$27.00
8"	\$53.00
10"	\$106.00
12"	\$172.00

*NOTE: Tupelo Water & Light Department will review the rates, charges and fees annually on or before the beginning of each calendar year.

	<u>Current</u>	<u>Proposed</u>
<u>Transition Months:</u>		
Demand Charge – First 50 kW	\$0.00	\$0.00
Additional kW	\$11.66	\$11.92
Non-Fuel Energy Charge – First 15,000 kWh	\$0.08001	\$0.08181
Non-Fuel Energy Charge – Additional kWh	\$0.04028	\$0.04121
<u>GSA - 3 (1,001-5,000 kW) (Class 54) (Rate Code: 148)</u>	<u>Current</u>	<u>Proposed</u>
Customer Charge (All Months)	\$98.48	\$98.48
<u>Summer Months:</u>		
Demand Charge – First 1,000 kW	\$12.59	\$12.87
Excess over 1,000 kW	\$15.27	\$15.61
Non-Fuel Energy Charge – per kWh	\$0.04506	\$0.04598
<u>Winter Months:</u>		
Demand Charge – First 1,000 kW	\$11.66	\$11.94
Excess over 1,000 kW	\$14.30	\$14.64
Non-Fuel Energy Charge – per kWh	\$0.04211	\$0.04303
<u>Transition Months:</u>		
Demand Charge – First 1,000 kW	\$11.66	\$11.94
Excess over 1,000 kW	\$14.30	\$14.64
Non-Fuel Energy Charge – per kWh	\$0.04093	\$0.04185

We also request approval to change our existing TGSA rate schedule to an Alternate-TGSA rate schedule as follows:

Alternate – TOU GSA – General Power Schedule (Commercial, Industrial Service)

(Base Rate - Does NOT include Hydro and Revenue Adjustments)

<u>TGSA-1 (0-50 kW)</u>	<u>Proposed</u>
Customer Charge (All Months)	\$36.64
<u>Summer Months:</u>	
Non-Fuel Energy Charge – All On Peak kWh	\$0.01790
Non-Fuel Energy Charge – All Off Peak kWh	\$0.06038
<u>Non-Summer Months:</u>	
Non-Fuel Energy Charge – All On Peak kWh	\$0.015996
Non-Fuel Energy Charge – All Off Peak kWh	\$0.06296
<u>TGSA-2 (51-1,000 kW)</u>	<u>Proposed</u>
Customer Charge (All Months)	\$97.24
<u>Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$15.11
Excess Demand	\$3.63

Non-Fuel Energy Charge – All On Peak kWh	\$0.08057
Non-Fuel Energy Charge – All Off Peak kWh	\$0.05537

Non-Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$14.15
Excess Demand	\$3.63
Non-Fuel Energy Charge – All On Peak kWh	\$0.06940
Non-Fuel Energy Charge – All Off Peak kWh	\$0.05795

<u>TGSA - 3 (1,001-5,000 kW)</u>	<i>Proposed</i>
Customer Charge (All Months)	\$671.43

Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$13.94
Excess Demand	\$2.60
Additional Demand Charge – per kW:	\$13.94
In excess of 2,500 kW or customer's	
On Peak or Off Peak contract demand	
(Higher of the two values)	
Non-Fuel Energy Charge – All On Peak kWh	\$0.06694
Non-Fuel Energy Charge – All Off Peak kWh	\$0.04173

Non-Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$12.99
Excess Demand	\$2.60
Additional Demand Charge – per kW:	\$12.99
In excess of 2,500 kW or customer's	
On Peak or Off Peak contract demand	
(Higher of the two values)	
Non-Fuel Energy Charge – All On Peak kWh	\$0.05580
Non-Fuel Energy Charge – All Off Peak kWh	\$0.04436

For Alternate TGSA Rate Schedules Only:
Summer Period shall mean the months of April, May, June, July, August, September and October. Non-Summer Period shall mean the months of November, December, January, February and March.

This increase and change, if approved, will be effective October 1, 2023.

ORDINANCE

**AMENDMENT TO ORDINANCE ADOPTED JULY 1, 1997, AND AMENDED
SEPTEMBER 19, 2006, MARCH 4, 2008, MARCH 8, 2011, OCTOBER 21, 2011,
SEPTEMBER 17, 2013, SEPTEMBER 2, 2014, OCTOBER 1, 2015, OCTOBER 1, 2016,
OCTOBER 1, 2018, OCTOBER 1, 2022 AND OCTOBER 1, 2023 PRESCRIBING AND
FIXING RATES FOR ELECTRIC POWER FURNISHED TO CONSUMERS OF THE
CITY OF TUPELO, MISSISSIPPI**

WHEREAS, the City of Tupelo is authorized by Section 21-27-23 of the Mississippi Code Annotated (1972) to prescribe electric power rates and charges for its citizens and users; and

WHEREAS, the City of Tupelo through a properly executed Power Contract purchases electric power at wholesale for resale from Tennessee Valley Authority (“TVA”); and

WHEREAS, that based on appropriate studies and investigations and after discussions between TVA and the City, the resale rate schedules herein are recommended for approval and adoption by the Tupelo City Council; and

WHEREAS, the City Council met at their regular meeting on August 15, 2023, to review and consider information compiled by the City of Tupelo demonstrating the need for establishing rate schedules set forth herein; and

WHEREAS, the City Council found and determined that the rate increase as set forth below is necessary, fair and reasonable;

NOW, THEREFORE, BE IT ORDAINED by the City Council as follows:

Section 1. Effective October 1, 2023, the electric power rates of the city’s electrical utility shall be fixed and established as follows, and Sec. 26-129 – Electric Rates - of the City of Tupelo Code of Ordinances shall be amended to reflect this current rate schedule.

fixed and established.

Section 2. The Tupelo Code of Ordinances Section 26-130 (d) – General – shall be amended to read, “The Electric Rates established and set forth by this ordinance in Sec. 26-

129 shall be effective for all purposes after October 1, 2023.”

Section 3. All ordinances, resolutions or orders which do not conflict herewith shall remain in full force and effect.

Section 4. The Clerk of the Council is hereby directed to cause a copy of the ordinance to be published one time in the *Northeast Mississippi Daily Journal*.

**CITY OF TUPELO, MS
SCHEDULE OF ELECTRIC RATES
BASE RATE CHARGES (Includes Hydro and Revenue Adjustments)
EFFECTIVE OCTOBER 1, 2023**

RS – Residential Schedule (Class 22)(Rate Code: 117)

Customer Charge (All Months)	\$10.50
Summer Months – Non-Fuel Energy Charge – per kWh	\$0.07603
Winter Months – Non-Fuel Energy Charge – per kWh	\$0.07289
Transition Months – Non-Fuel Energy Charge – per kWh	\$0.07090

GSA – General Power Schedule (Commercial, Industrial Service)

GSA-1 (0-50 kW) (Class 40) (Rate Code: 148)

Customer Charge (All Months)	\$15.74
Summer Months – Non-Fuel Energy Charge – per kWh	\$0.08701
Winter Months – Non-Fuel Energy Charge – per kWh	\$0.08390
Transition Months – Non-Fuel Energy Charge – per kWh	\$0.08193

GSA-2 (51-1,000 kW) (Class 50) (Rate Code: 148)

Customer Charge (All Months)	\$34.00
<u>Summer Months:</u>	
Demand Charge – First 50 kW	\$0.00
Additional kW	\$12.86
Non-Fuel Energy Charge – First 15,000 kWh	\$0.08689
Non-Fuel Energy Charge – Additional kWh	\$0.04534

Winter Months:

Demand Charge – First 50 kW	\$0.00
Additional kW	\$11.92
Non-Fuel Energy Charge – First 15,000 kWh	\$0.08378
Non-Fuel Energy Charge – Additional kWh	\$0.04239

Transition Months:

Demand Charge – First 50 kW	\$0.00
Additional kW	\$11.92
Non-Fuel Energy Charge – First 15,000 kWh	\$0.08181
Non-Fuel Energy Charge – Additional kWh	\$0.04121

GSA - 3 (1,001-5,000 kW) (Class 54) (Rate Code: 148)

Customer Charge (All Months)	\$98.48
<u>Summer Months:</u>	
Demand Charge – First 1,000 kW	\$12.87
Excess over 1,000 kW	\$15.61
Non-Fuel Energy Charge – per kWh	\$0.04598
 <u>Winter Months:</u>	
Demand Charge – First 1,000 kW	\$11.94
Excess over 1,000 kW	\$14.64
Non-Fuel Energy Charge – per kWh	\$0.04303
 <u>Transition Months:</u>	
Demand Charge – First 1,000 kW	\$11.94
Excess over 1,000 kW	\$14.64
Non-Fuel Energy Charge – per kWh	\$0.04185

GSA – TOU – General Power Schedule (Industrial Service)

(5,001 – 15,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00
<u>Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$10.87
Maximum Demand	\$5.21
Excess Demand	\$10.87
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.06513
Off Peak: Block 1 – First 200 HOU	\$0.04022
Block 2 – Next 200 HOU	\$0.00564
Block 3 – Excess of 400 HOU	\$0.00223
 <u>Winter Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$9.90
Maximum Demand	\$5.21
Excess Demand	\$9.90
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.05378
Off Peak: Block 1 – First 200 HOU	\$0.04244
Block 2 – Next 200 HOU	\$0.00564
Block 3 – Excess of 400 HOU	\$0.00223

Transition Months:

Demand Charge – per kW:	
On Peak Demand	\$9.90
Maximum Demand	\$5.21
Excess Demand	\$9.90
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.03990
Off Peak: Block 1 – First 200 HOU	\$0.03990
Block 2 – Next 200 HOU	\$0.00564
Block 3 – Excess of 400 HOU	\$0.00223

GSC – TOU – General Power Schedule (Industrial Service)

(15,001 – 25,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00

Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$10.87
Maximum Demand	\$4.60
Excess Demand	\$10.87
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.06513
Off Peak: Block 1 – First 200 HOU	\$0.04022
Block 2 – Next 200 HOU	\$0.00564
Block 3 – Excess of 400 HOU	\$0.00223

Winter Months:

Demand Charge – per kW:	
On Peak Demand	\$9.90
Maximum Demand	\$4.60
Excess Demand	\$9.90
Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.05378
Off Peak: Block 1 – First 200 HOU	\$0.04244
Block 2 – Next 200 HOU	\$0.00564
Block 3 – Excess of 400 HOU	\$0.00223

Transition Months:

Demand Charge – per kW:	
On Peak Demand	\$9.90
Maximum Demand	\$4.60
Excess Demand	\$9.90

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.03990
Off Peak: Block 1 – First 200 HOU	\$0.03990
Block 2 – Next 200 HOU	\$0.00564
Block 3 – Excess of 400 HOU	\$0.00223

MSB – TOU – Manufacturing Service Schedule (Industrial Manufacturing Service)

(5,001 – 15,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00

Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$10.24
Maximum Demand	\$2.26
Excess Demand	\$10.24

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.05779
Off Peak: Block 1 – First 200 HOU	\$0.03279
Block 2 – Next 200 HOU	\$0.00310
Block 3 – Excess of 400 HOU	\$0.00055

Winter Months:

Demand Charge – per kW:	
On Peak Demand	\$9.27
Maximum Demand	\$2.26
Excess Demand	\$9.27

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.04639
Off Peak: Block 1 – First 200 HOU	\$0.03502
Block 2 – Next 200 HOU	\$0.00310
Block 3 – Excess of 400 HOU	\$0.00055

Transition Months:

Demand Charge – per kW:	
On Peak Demand	\$9.27
Maximum Demand	\$2.26
Excess Demand	\$9.27

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.03589
Off Peak: Block 1 – First 200 HOU	\$0.03589
Block 2 – Next 200 HOU	\$0.00310
Block 3 – Excess of 400 HOU	\$0.00055

MSC – TOU – Manufacturing Service Schedule (Industrial Manufacturing Service)

(15,001 – 25,000 kW)

Customer Charge (All Months)	\$1,500.00
Administrative Charge (All Months)	\$350.00

Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$10.24
Maximum Demand	\$1.65
Excess Demand	\$10.24

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.05667
Off Peak: Block 1 – First 200 HOU	\$0.03166
Block 2 – Next 200 HOU	\$0.00451
Block 3 – Excess of 400 HOU	\$0.00451

Winter Months:

Demand Charge – per kW:	
On Peak Demand	\$9.27
Maximum Demand	\$1.65
Excess Demand	\$9.27

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.04526
Off Peak: Block 1 – First 200 HOU	\$0.03388
Block 2 – Next 200 HOU	\$0.00451
Block 3 – Excess of 400 HOU	\$0.00451

Transition Months:

Demand Charge – per kW:	
On Peak Demand	\$9.27
Maximum Demand	\$1.65
Excess Demand	\$9.27

Non-Fuel Energy Charge – per kWh:	
On Peak	\$0.03476
Off Peak: Block 1 – First 200 HOU	\$0.03476
Block 2 – Next 200 HOU	\$0.00451
Block 3 – Excess of 400 HOU	\$0.00451

Outdoor Lighting

Summer Months – Energy Charge – per kWh	\$0.04807
Winter Months – Energy Charge – per kWh	\$0.04492
Transition Months – Energy Charge – per kWh	\$0.04293

Alternate – TOU GSA – General Power Schedule (Commercial, Industrial Service)

(Base Rate - Does NOT include Hydro and Revenue Adjustments)

TGSA-1 (0-50 kW)

Customer Charge (All Months)	\$36.64
<u>Summer Months:</u>	
Non-Fuel Energy Charge – All On Peak kWh	\$0.01790
Non-Fuel Energy Charge – All Off Peak kWh	\$0.06038
 <u>Non-Summer Months:</u>	
Non-Fuel Energy Charge – All On Peak kWh	\$0.015996
Non-Fuel Energy Charge – All Off Peak kWh	\$0.06296

TGSA-2 (51-1,000 kW)

Customer Charge (All Months)	\$97.24
<u>Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$15.11
Excess Demand	\$3.63
Non-Fuel Energy Charge – All On Peak kWh	\$0.08057
Non-Fuel Energy Charge – All Off Peak kWh	\$0.05537
 <u>Non-Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$14.15
Excess Demand	\$3.63
Non-Fuel Energy Charge – All On Peak kWh	\$0.06940
Non-Fuel Energy Charge – All Off Peak kWh	\$0.05795

TGSA - 3 (1,001-5,000 kW)

Customer Charge (All Months)	\$671.43
<u>Summer Months:</u>	
Demand Charge – per kW:	
On Peak Demand	\$13.94
Excess Demand	\$2.60
Additional Demand Charge – per kW:	
In excess of 2,500 kW or customer's	
On Peak or Off Peak contract demand	
(Higher of the two values)	
Non-Fuel Energy Charge – All On Peak kWh	\$0.06694
Non-Fuel Energy Charge – All Off Peak kWh	\$0.04173

Non-Summer Months:

Demand Charge – per kW:	
On Peak Demand	\$12.99
Excess Demand	\$2.60
Additional Demand Charge – per kW:	\$12.99
In excess of 2,500 kW or customer’s	
On Peak or Off Peak contract demand	
(Higher of the two values)	
Non-Fuel Energy Charge – All On Peak kWh	\$0.05580
Non-Fuel Energy Charge – All Off Peak kWh	\$0.04436

NOTE:

- Determination of Seasonal Periods
 Summer Months – June, July, August, September
 Winter Months – December, January, February, March
 Transition Months – April, May, October, November

For Alternate TGSA Rate Schedules Only:

Summer Months – April, May, June, July, August, September and October
 Non-Summer Months – November, December, January, February and March.

- Determination of On Peak and Off Peak Hours (for TOU rate schedules)
 Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and provided further that on peak hours shall not include hours that fall on November 1 of each year when November 1 falls on any day other than Monday. On peak hours for each day shall, for purposes of TOU rate schedules, be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November and December. For all other hours of each day and all hours of such excepted days shall be off peak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said on peak and off peak hours are subject to change by TVA. In the event TVA determines that such changed on peak and off peak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

The foregoing Ordinance was proposed in a motion by Council Member _____, seconded by Council Member _____, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

- Councilman Chad Mims _____
- Councilman Lynn Bryan _____
- Councilman Travis Beard _____
- Councilwoman Nettie Davis _____
- Councilman Buddy Palmer _____
- Councilwoman Janet Gaston _____
- Councilwoman Rosie Jones _____

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the _____ day of August, 2023.

CITY OF TUPELO, MISSISSIPPI
BY: _____
President

ATTEST:

Missy Shelton, Clerk of the Council

APPROVED:

Todd Jordan, Mayor

DATE

ATTEST:

Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council
FROM: Neal McCoy, Director
DATE: August 10, 2023
SUBJECT: IN THE MATTER OF CVB BOARD MINS. AUGUST 1, 2023 NM

Request:

Review August Board Mins.



Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, August 1, 2023

The Tupelo Convention & Visitors Bureau met Tuesday, August 1, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Stephanie Browning, Louis Britton, Steven Blaylock and Chauncey Godwin. Board members Leslie Nabors and Dimple Patel joined the meeting via telephone. Tupelo CVB staff members present were Jan Pannell, Jennie Bradford Curlee, and Stephanie Moody-Coomer. Mayor Todd Jordan, Kim Hanna attended the meeting representing the City of Tupelo.

Neal McCoy called the meeting to order at 2:06 p.m.

Louis Britton moved for approval of the agenda, Chauncey Godwin seconded the motion. All voting aye, the motion carried.

Stephanie Browning moved that the minutes from July 2023 be approved as presented. Louis Britton seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial report. Stephanie Browning moved for approval of the financial report. Chauncey Godwin seconded the motion. All voting aye, the motion carried.

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

Neal McCoy presented the final budget for approval. Chauncey Godwin moved approval of the FY '24 budget as presented. Stephanie Browning seconded the motion. All voting aye, the motion carried.

Steven Blaylock made a motion to go into executive session to discuss personnel issues. Leslie Nabors seconded the motion. All voting aye, the meeting moved to executive session.

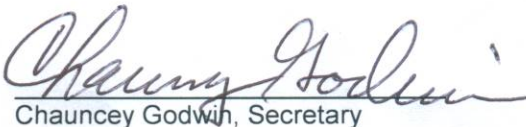
Louis Britton made a motion to come out of executive session. Steven Blaylock seconded the motion. All voting aye, the motion carried and the meeting came out of executive session.

Steven Blaylock made a motion that the Tupelo CVB agree to pay 1/3 of Neal McCoy's salary and benefits in his new role as Project Manager of Destination Development for the City of Tupelo. The motion includes the stipulation that should Neal McCoy no longer be employed by the City of Tupelo in the role of Project Manager for Destination Development that the CVB Board of Directors has the right to re-consider whether the role is partially funded by the Tupelo CVB and has management over the CVB destination development line item. Dimple Patel seconded the motion. All voting aye, the motion carried.

Steven Blaylock made a motion that the CVB board of directors recommend to Mayor Todd Jordan by letter that Stephanie Coomer, CVB deputy director, be appointed as executive director of the Tupelo CVB to fill the role Neal McCoy has vacated. Louis Britton seconded the motion. All voting aye, the motion carried.

The meeting adjourned at 2:44 p.m.

Submitted by:


Chauncey Godwin, Secretary


Neal McCoy, Chairman



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Project Manager

DATE: August 10, 2023

SUBJECT: IN THE MATTER OF APPOINTMENT OF EMILY ELLIOT TO CVB BOARD
NM

Request:

Appointment of Emily Elliot to CVB Board for two years starting August 2023 – June 2025 representing the Tupelo Restaurant Association.



August 11, 2023

Mayor Todd Jordan
71 East Troy St
Tupelo MS 38804

Mayor Jordan,

On Thursday, August 10, 2023 the Tupelo Restaurant Association met to discuss multiple items on their agenda including nominating someone to serve on the Tupelo CVB Board. The association has two positions on the board and they both serve staggered two-year terms. Emily Elliot was nominated by Benard Bean and seconded by Blair Hughes to serve from now until June 2025, replacing Chauncey Godwin who has served since 2006.

Emily and her husband John Mark own three Lost Pizza stores including the two in Tupelo so they understand the struggles with owning a locally owned restaurant. In addition to their restaurant businesses, Emily and John Mark have children that play youth travel sports so she will add a perspective of important matters to families as we recruit youth sporting events to Tupelo.

I think you will find that Emily will be a dedicated and passionate board member representing the Tupelo Restaurant Association.

Sincerely

Neal McCoy
Tupelo CVB Director





AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Project Manager

DATE: August 10, 2023

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL FOR THE DEPOT
(FARMERS MARKET) AUTHORIZING MAYOR TO EXECUTE
DOCUMENTS NM

Request:

Contract with TEK1 Studio to design The Depot (Farmers Market)



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Project Manager

DATE: August 10, 2023

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL WITH PRYOR MORROW
AND AUTHORIZE MAYOR TO EXECUTE DOCUMENT NM

Request:

Contract with Pryor Morrow to design Fire Station 5



AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE: August 10, 2023

SUBJECT: IN THE MATTER OF AN ORDER AUTHORIZING THE ISSUANCE OF A CREDIT CARD TO THE MAYOR FOR USE RELATED TO HIS OFFICIAL TRAVEL AND FOR OTHER EXPENSES RELATED TO THE OFFICIAL TRAVEL OF OTHER EMPLOYEES AND OFFICIALS OF THE CITY OF TUPELO SR

Request:

Accept and approve the attached order authorizing the issuance of a credit card to the mayor for his use during official travel subject to the stipulations contained therein.

ORDER**AN ORDER AUTHORIZING THE ISSUANCE OF A CREDIT CARD TO THE MAYOR FOR USE RELATED TO HIS OFFICIAL TRAVEL AND FOR OTHER EXPENSES RELATED TO THE OFFICIAL TRAVEL OF OTHER EMPLOYEES AND OFFICIALS OF THE CITY OF TUPELO**

WHEREAS, the City of Tupelo, Mississippi is authorized by Miss Code Ann. § 21-39-27 (1972, as amended) to obtain one or more credit cards for use by the governing authorities and other municipal employees to pay expenses incurred by them when traveling in or out of the state in the performance of their official duties; and

WHEREAS, both in-state and out-of-state travel is often a necessary function of the job for the Mayor, City Council and other employees and officials of the City of Tupelo; and

WHEREAS, the availability of a city issued credit card will allow the City of Tupelo to manage the travel expenses of these employees and officials without requiring these employees and officials to seek reimbursement for their otherwise out of pocket expenses; and

WHEREAS, a city issued credit card may only be used for lawful expenses incurred by the City of Tupelo, its employees and officials while on sanctioned travel as a part of their official work duties.

NOW, THEREFORE, the City of Tupelo by and through its governing authorities resolve and order as follows:

1. The prefatory statements are hereby found to be in accordance with a lawful expression of municipal power by the governing authorities of the city of Tupelo concerning the care and management of municipal business and are therefore adopted and incorporated herein.
2. The Mayor and City Clerk are empowered to enter into a credit card usage agreement with a credible financial institution doing business in the State of Mississippi for the issuance of one (1) credit card, to be issued to the mayor, and to execute all documents necessary to effectuate the terms of the agreement in accordance with the laws of the State of Mississippi and the terms of this Order, subject to later ratification by the City Council.
3. It shall be the policy of the City of Tupelo that credit cards issued by the City of Tupelo pursuant to this Order shall only be used for lawful expenses associated with in-state or out-of-state travel, and only those travel-related expenses related to the official travel of the governing authorities and other employees of the city of Tupelo, as pre-approved by the mayor, may be charged to said credit card,
4. All credit card expenditures shall be reported, verified and itemized with the City Clerk no later than 10-days after the expense has been incurred or 10-days after such travel has concluded, whichever occurs later.
5. The City Clerk shall present monthly to the Mayor and City Council a report containing an itemized statement of all expenses and uses of the credit card within the previous month, and such expenditures may be allowed for payment in the same manner as other items on the claims docket.

- 6. The employee or official having been issued a credit card shall be subject to all interest and fees and other charges related to the collection of expenditures not approved by the governing authorities of the City of Tupelo.
- 7. The Chief Financial Officer is authorized to enact policies and procedures necessary for the monitoring, reporting, itemizing and utilization of city issued credit cards to the extent allowed by law.

The foregoing Order was proposed in a motion by Councilmember _____, seconded by Councilmember _____, and after discussion, no council member having called for a reading, was brought to a vote as follows:

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

WHEREUPON, the foregoing order was declared, passed and adopted at a Regular Meeting of the Council on this the _____ day of _____, 2023.

CITY OF TUPELO, MISSISSIPPI

By: _____
 TRAVIS BEARD, City Council President

ATTEST:

 MISSY SHELTON, Clerk of the Council

APPROVED:

 TODD JORDAN, Mayor

 DATE



AGENDA REQUEST

TO: Mayor and City Council
FROM: Todd Jordan, Mayor
DATE: August 10, 2023
SUBJECT: IN THE MATTER OF APPOINTMENT OF STEPHANIE COOMER AS
DIRECTOR OF CONVENTION AND VISITORS BUREAU **TJ**

Request:

Please approve the appointment of Stephane Coomer as the Director of the Convention and Visitors Bureau, effective immediately.



The Honorable Todd Jordan
City of Tupelo
71 East Troy Street
Tupelo, MS 38804

Dear Mayor Jordan,

The Tupelo Convention and Visitors Bureau met on Tuesday, August 1, 2023. During executive session, we discussed Neal McCoy's new role for the City of Tupelo and the vacancy created for the CVB executive director position. While recognizing that the position is by appointment of the Mayor, we wanted to recommend you appoint Stephanie Coomer, the CVB's current deputy director, to the role of executive director. Ms. Coomer has worked at the Tupelo CVB for nearly 15 years, and has worked closely with Neal McCoy to learn the CVB's program in its totality. It is our opinion that she will be able to seamlessly fill this role and continue the excellent work that the Tupelo CVB provides for the City of Tupelo.

Please feel free to contact me to discuss further.

Sincerely,

Chauncey Godwin, Secretary
Tupelo CVB Board of Directors



AGENDA REQUEST

TO: Mayor and City Council
FROM: Todd Jordan, Mayor
DATE: August 10, 2023
SUBJECT: IN THE MATTER OF APPOINTMENT OF TANNER NEWMAN AS
DIRECTOR OF DEPARTMENT OF DEVELOPMENT SERVICES **TJ**

Request:

Please approve the appointment of Tanner Newman as the Director of the Department of Development Services, effective immediately.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben M. Logan, City Attorney

DATE: August 10, 2023

SUBJECT: IN THE MATTER OF ORDER AUTHORIZING SMALL EXPENDITURE TO MATCH SECTION 42 AND/OR HISTORIC TAX CREDITS FUNDS FOR CARNATION PLANT RENOVATIONS PROJECT

Request:

This order authorizes a small expenditure to match Section 42 tax credit funds and/or state historic tax credits.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Ben M. Logan, City Attorney
DATE August 10, 2023
SUBJECT: IN THE MATTER OF ORDER CORRECTING MINUTES OF 9-6-2022

Request:

This order authorizes a correction of Appendices to the council minutes of 9-6-2022.