TUPELO REGULAR CITY COUNCIL MEETING

AUGUST 18, 2026 AT 6:00 PM
COUNCIL CHAMBERS | CITY HALL

AGENDA

INVOCATION: COUNCIL MEMBER ROSIE JONES

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER CHAD MIMS

CALL TO ORDER: COUNCIL PRESIDENT LYNN BRYAN

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

PROCLAMATIONS

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 **TN**

APPEALS

2. IN THE MATTER OF AN APPEAL FROM KEVAN KIRKPATRICK TO THE CITY COUNCIL TO AFFIRM OR OVERRULE PLANNING COMMITTEE DECISION **BL**

3. IN THE MATTER OF AN APPEAL FROM JOE ESTESS TO THE CITY COUNCIL TO AFFIRM OR OVERRULE PLANNING COMMITTEE DECISION **BL**

4. IN THE MATTER OF AN APPEAL FROM JIM BEANE TO THE CITY COUNCIL TO AFFIRM OR OVERRULE PLANNING COMMITTEE DECISION **BL**

CITIZEN HEARING

JACK REED, JR.

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ACTION AGENDA

ROUTINE AGENDA

5. IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF AUGUST 4, 2026

6. IN THE MATTER OF BILL PAY **KH**

COUNCIL PRESIDENT LYNN BRYAN
COUNCIL MEMBER CHAD MIMS
COUNCIL MEMBER TRAVIS BEARD

7. IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

LAMAR ADVERTISING $1,000 DUDIE BURGER FESTIVAL AD

8. IN THE MATTER OF BUDGET AMENDMENT #8 FOR FY 2026. **KH**

9. IN THE MATTER OF NEW BANK ACCOUNTS-G.O. BONDS 2026 **KH**

10. IN THE MATTER OF APPROVAL FOR THE MAYOR TO SIGN A MOU BETWEEN THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY AND THE CITY OF TUPELO FOR THE CERTIFIED LOCAL GOVERNMENT GRANT WITH SPRING HILL MISSIONARY BAPTIST CHURCH **AC**

11. IN THE MATTER OF REVIEW/APPROVE MINUTES OF TUPELO LICENSE COMMISSION **TN**

12. IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE MEETING MINUTES OF AUGUST 3, 2026 **TN**

13. IN THE MATTER OF A RESOLUTION TO CHANGE “PARKGATE DRIVE” TO “DON WILDMON DRIVE” **TN**

14. IN THE MATTER OF LOT MOWING **TN**

15. IN THE MATTER OF UNMARKED VEHICLE RESOLUTION JQ

16. IN THE MATTER OF ACCEPTING A REQUEST FOR OUT OF COUNTRY TRAVEL IN REGARDS TO EXPLOSIVES AND WMD DETECTION **JQ**

17. IN THE MATTER OF DONATION OF FUNDS FROM TUPELO SPORTS COUNCIL **AF**

18. IN THE MATTER OF BID AWARD APPROVAL S. FEEMSTER LAKE RD BOX CULVERT BID NO. 2026-035PW - **KWK**

19. IN THE MATTER OF CONTRACT APPROVAL FOR BID NO. 2026-030PW BRIDGE REPAIR FOR BRIDGE 69 COLONIAL ESTATES RD AND BRIDGE 97 RANKIN BLVD EXT - **KWK**

20. IN THE MATTER OF CONTRACT APPROVAL S. FEEMSTER LAKE RD BOX CULVERT PROJECT BID NO. 2026-035PW - **KWK**

21. IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR JULY 13, 2026 **DRB**

22. IN THE MATTER OF APPROVAL OF COURTNEY PHILPOT TO SERVE ON THE TUPELO COLISEUM COMMISSION **SC**

23. IN THE MATTER OF CVB BOARD MINUTES. AUGUST 4, 2026 **SC**

24. IN THE MATTER OF APPROVAL OF AN ORIDINANCE AMENDING THE TUPELO WATER & LIGHT DEPARTMENT’S ELECTRIC RATES EFFECTIVE OCTOBER 1, 2026 **JT**

(CLOSE REGULAR SESSION)

STUDY AGENDA

EXECUTIVE SESSION

ADJOURNMENT

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 08/18/26

SUBJECT: IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING **TN**

Request:

AGENDA REQUEST

TO: CITY COUNCIL

FROM: BEN M. LOGAN, CITY ATTORNEY

DATE 08/18/26

SUBJECT: IN THE MATTER OF AN APPEAL FROM KEVAN KIRKPATRICK TO THE CITY COUNCIL TO AFFIRM OR OVERRULE PLANNING COMMITTEE DECISION **BL**

Request:

REQUEST TO APPEAL THE DECISION OF THE PLANNING COMMITTEE MEETING HELD ON AUGUST 3, 2026 REGARDING THE PROPOSED CHILDREN'S DAYCARE AT 205 COMMERCE STREET

Huntington Bank ARENA AND CONFERENCE CENTER

To: Planning Committee, City of Tupelo

From: Kevan Kirkpatrick, Executive Director

Date: August 5, 2026

Re: Concerns Regarding Proposed Children's Daycare at 205 Commerce Street, Tupelo

I am writing to formally express the Huntington Bank Arena & Conference Center's concerns regarding the proposed conversion or operation of the property at 205 Commerce Street, Tupelo, as a children's daycare with operating hours of 6:00 a.m. to 8:00 p.m. While we recognize the need for quality childcare options in the community, the proposed hours and stated intention to provide after-hours daycare for downtown events, as well as "Parents' Night Out" services during concerts and other events at the Arena, raise significant operational, safety, and logistical concerns for our facility and the surrounding downtown area.

Primary Concerns

1. After-Hours and Event-Related Daycare Operations

Offering extended or special after-hours care tied to downtown events and Arena concerts creates potential conflicts with the high volume of pedestrian and vehicle traffic, noise, and security requirements associated with large public gatherings. The proximity of a daycare serving young children during peak event times could present safety risks that have not been adequately addressed.

2. Claimed Parking Agreement

The property owner, Michael Walden, has stated that he holds a written agreement with the Arena for overflow parking. No such agreement has been located or submitted by the current Arena administration.

If a written agreement existed in prior years, it would no longer be valid. The business operations and management of the Arena have changed. Also, the business at 205 Commerce Street has changed multiple times over the past years. Any prior informal or written arrangements from previous Directors do not bind the current entity and cannot be relied upon for parking or other operational purposes.

I request that the City Council accept and consider an appeal of the Planning Committee's decision based on these issues, particularly the extended hours and event-related services. We further request that any claims of existing agreements with the Arena be thoroughly verified and that no reliance be placed on outdated or unsubstantiated parking arrangements.

The Huntington Bank Arena & Conference Center remains committed to being a good neighbor and partner in downtown Tupelo's continued growth. We are available to meet with the Committee or provide additional information as needed.

AGENDA REQUEST

TO: CITY COUNCIL

FROM: BEN M. LOGAN, CITY ATTORNEY

DATE 08/18/26

SUBJECT: IN THE MATTER OF AN APPEAL FROM JOE ESTESS TO THE CITY COUNCIL TO AFFIRM OR OVERRULE PLANNING COMMITTEE DECISION **BL**

Request:

REQUEST TO APPEAL THE DECISION OF THE PLANNING COMMITTEE MEETING HELD ON AUGUST 3, 2026 REGARDING THE PROPOSED CHILDREN'S DAYCARE AT 205 COMMERCE STREET

August 6, 2026

To: City Council
City of Tupelo
c/o Sandy Shumaker, Clerk of the Council

From: Joe Estess
Property Owner
209 Commerce Street, Tupelo, MS

Subject: Appeal of Planning Committee Decision – Flexible Use Variance for 205 Commerce Street

Dear Ms. Shoemaker,

I respectfully submit this letter to appeal the Planning Committee's decision to approve a Flexible Use Variance for the property located at 205 Commerce Street, allowing the property to operate as a daycare facility. Parking is already a problem in this area and overflow parking from the daycare will have to use coliseum parking across a major city street.

As a neighboring property owner, I have significant concerns regarding the impact this decision will have on the surrounding area, particularly with respect to parking and traffic. Parking is already limited in this section of Commerce Street, and the addition of a daycare is likely to increase demand well beyond the available on-site spaces. As a result, overflow parking will likely extend to the Coliseum parking area, requiring parents, staff, and visitors to cross a major city street. This raises legitimate concerns about traffic congestion, pedestrian safety, and the overall suitability of the location for this type of use.

For these reasons, I respectfully request that the City Council review the Planning Committee's decision and reconsider the approval of the Flexible Use Variance.

Thank you for your time and consideration. I appreciate the opportunity to present my concerns and respectfully request that this appeal be placed on the agenda for review by the City Council.

Respectfully,

Joe Estess

AGENDA REQUEST

TO: CITY COUNCIL

FROM: BEN M. LOGAN, CITY ATTORNEY

DATE 08/18/26

SUBJECT: IN THE MATTER OF AN APPEAL FROM JIM BEANE TO THE CITY COUNCIL TO AFFIRM OR OVERRULE PLANNING COMMITTEE DECISION **BL**

Request:

REQUEST TO APPEAL THE DECISION OF THE PLANNING COMMITTEE MEETING HELD ON AUGUST 3, 2026 REGARDING THE PROPOSED CHILDREN'S DAYCARE AT 205 COMMERCE STREET

August 6, 2026

To: City Council
City of Tupelo
c/o Sandy Shumaker, Clerk of the Council

Fr: Jim Beane
Property owner of 203 Commerce Street, Tupelo, MS

Dear Ms. Shoemaker,

I would like to appeal to the city council the Planning Committee's decision to grant a flexible use variance to property located at 205 Commerce Street. The flexible use variance allows the use of 205 Commerce as a daycare. The location of a daycare less than 50 feet from my property for purpose of using it as an outdoor play area affects the use of my property as a restaurant. Also, parking is already a problem in this area and overflow parking from the daycare will have to use coliseum parking across a major city street.

Yours truly,
Jim Beane
Jim Beane

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: SANDY SHUMAKER, COUNCIL CLERK

DATE AUGUST 18, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF AUGUST 4, 2026

REQUEST: REVIEW AND APPROVE

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
AUGUST 4, 2026

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, August 4, 2026, at 6:00 p.m. The following Council Members attended: Lynn Bryan, Travis Beard, Nettie Davis, Janet Gaston, Bentley Nolan, and Rosie Jones. Also attending were City Attorney Ben Logan, and Sandra Shumaker, Clerk of the Council. Council Member Chad Mims was absent. Council Member Rosie Jones gave the invocation, and Council Member Travis Beard led the pledge of allegiance. President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Vice President Nolan moved, seconded by Council Member Beard, to approve the agenda and the agenda order as presented. Of those present, the vote was unanimous in favor.

EMPLOYEE RECOGNITIONS

Mayor Jordan recognized Tiffany May with the Administration / Legal team and presented her with a 5-year anniversary certificate.

Mayor Jordan recognized Scott Costello, Communication Director and presented him with a 5-year anniversary certificate.

Mayor Jordan recognized Lt. Jessica Carter with the Tupelo Police Department and presented her with a 20-year anniversary certificate.

Mayor Jordan recognized Sheila Young with the Parks & Recreation Department and presented her with a 10-year anniversary certificate.

Mayor Jordan recognized Donald Dykes with the Public Works Department and presented him with a 25-year anniversary certificate.

PUBLIC RECOGNITION

Council Member Gaston congratulated the Tupelo Parks and Recreation on receiving the “Best of the Best” award from the Daily Journal for the all-inclusive playground located at Ballard Park.

Vice President Nolan wished the students and teachers a great and successful year ahead as they begin a new school year.

Council Member Davis asked everyone to be in prayer for Ms. Bridgette Shelley who has been having some health problems.

MAYOR'S REMARKS

Mayor Jordan congratulated the Huntington Bank Arena on a successful concert the last weekend.

IN THE MATTER OF PUBLIC HEARING FOR THE 2027 BUDGET

Council President Bryan asked if anyone wished to speak regarding the City of Tupelo 2027 Budget. APPENDIX "A"

Robby Parman, Executive Director of the Regional Rehab Center, thanked the city for its continued support. Regional Rehab celebrates its 65th anniversary of providing physical, occupational, speech, and early intervention services among others at no charge to patients of all ages or their insurance. The center has treated 1,300 people who received 45,000 services at the facility during the past year. Mr. Parham offered tours and help to anyone who needs assistance.

Julie Russell spoke in support of the RRC. Her son had difficulty with communication skills, and because of the speech therapy he received at RRC, he speaks well and has no difficulty with transitions. APPENDIX "B"

Kevin Shackleford with Lee County Library requested assistance to add four part-time positions to assist with community outreach. They have over 9,000 visits to the library every month. In the past year, over 12,000 people have attended programs which is a 10.8% increase over the previous year. Over 3,500 people used the meeting facilities at the library in the last year, representing a 45% increase. Summer reading is the busiest time of year. Over 1,100 people system-wide have signed up to check out books, and 4,200 people have attended 90 programs hosted by the library in June and July. Summer reading attendance has increased by 56%. Customers of the library save over 2.1 million dollars by using library facilities and books. He thanked the city for the support. APPENDIX "C"

Julie Palmer, the manager for Easter Seals of MS, Children's Advocacy Center. They service all of NE MS counties. They provide service to children and families with child abuse allegations. They partner with law enforcement and children's services to provide these services free of charge.
They saw 215 children in 2025, with 181 being new clients. So far in 2026, they have seen 145 and serviced 96 children. She requested support for them to do more.

Council Member Gaston asked about their present grant funding. Ms. Palmer responded that the grants have dropped approximately 20 %. APPENDIX "D"

Charles Penson spoke to the council on behalf of the "Working Together Tupelo" group regarding the C.C. Agustus Pool. The pool was built in 1962, and the facility represents opportunity and stability and pride. It honors our city's history and prepares for its future. The center provides after-school programs resulting in fewer youth exposed to unsafe alternatives. It gives people a positive place to learn and grow. The pool will help alleviate the heat and teach essential life-saving skills. A modernized pool and center will support both physical and mental health. It is an investment in our youth and our families.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on this matter. APPENDIX "E"

CITIZEN HEARING

Nicholas Rogers addressed the council regarding the July 7, 2026, council approval of off-duty police officers to wear their uniforms and drive city police cars while in the employ of Signal Security at Wal-Mart. Mr. Rogers stated that though the intention is a deterrent to criminal activity, he feels that this

views each citizen as a potential criminal. He feels this is inappropriate and presents intimidation, physical force when the police are allowed to use the authority granted by the city in support of a private company. Crime reduction is not possible unless you address the sources it stems from such as poverty.

IN THE MATTER OF REVIEW/APPROVE CITY COUNCIL MEETING MINUTES OF JULY 21, 2026

Council Member Davis moved, seconded by Council Member Beard, to approve the city council minutes of July 21, 2026, as presented. Of those present, the vote was unanimous in favor. APPENDIX "F"

IN THE MATTER OF REVIEW AND APPROVE APPOINTMENT OF SHARON NOBLES TO THE TUPELO AIRPORT AUTHORITY BOARD

The Mayor requested council approval of the appointment of Ms. Sharon Nobles, Chief Financial Officer for North Mississippi Health Services, to the Tupelo Airport Authority Board. Ms. Nobles introduced herself to the council and summarized her extensive qualifications. She hopes her contribution will assist the sustainability of the airport. Council Member Gaston moved, seconded by Council Member Jones, to approve the nomination. Of those present, the vote was unanimous in favor. APPENDIX "G"

IN THE MATTER OF BILL PAY

The bills were reviewed at 4:30 p.m. by Council Member Travis Beard, Council Member Nettie Davis, and Council Member Janet Gaston. Council Member Beard moved, seconded by Council Member Davis, to approve payment of the bills as presented with check numbers 443684-443960 and 50004482-50004508. Of those present, the vote was unanimous in favor. APPENDIX "H"

IN THE MATTER OF BUDGET AMENDMENT #7 FOR FY 2026

CFO/City Clerk Kim Hanna stated that this amendment was to increase the General Fund for expenses for the Fire Department which includes vehicle maintenance supplies, fuel and utilities, to increase the General Fund for expenses for the Police Department for Prisoner fees, and to transfer funds from the blight account in the Capital & Infrastructure Fund for property purchases. Vice President Nolan moved, seconded by Council Member Beard, to approve the budget amendment as presented. Of those present, the vote was unanimous in favor. APPENDIX "I"

IN THE MATTER OF SURPLUS FIXED ASSETS/NON-ASSET

CFO/City Clerk Kim Hanna stated that the items on this surplus list are very old and outdated computers. They will be sold or scrapped. Vice President Nolan moved, seconded by Council Member Beard, to approve the list as presented. Of those present, the vote was unanimous in favor. APPENDIX "J"

IN THE MATTER OF REVIEW, APPROVE, REJECT; AWARD RFP 2026-027BA to CYBER TECHNOLOGY SECURITY

Council Member Gaston moved, seconded by Council Member Beard, to approve and award the RFP to

Cyber Technology Security as the sole and most favorable proponent for these cameras. Of those present, the vote was unanimous in favor. APPENDIX "K"

IN THE MATTER OF LOT MOWING

Council Member Beard moved, seconded by Vice President Nolan, to approve the final lot mowing list as presented. Of those present, the vote was unanimous in favor. APPENDIX "L"

IN THE MATTER OF APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE FBI JOINT TERRORISM TASK FORCE (JTTF) AND TUPELO POLICE DEPARTMENT EOD

Council Member Davis moved, seconded by Council Member Beard, to approve this MOU that will formalize the relationship between the FBI and TPD to maximize complex investigations. Of those present, the vote was unanimous in favor. APPENDIX "M"

IN THE MATTER OF APPROVE ADDING SEIZED VEHICLE TO NMNU ASSET LIST

Council Member Gaston moved, seconded by Council Member Beard, to approve the addition of 2016 gray Jaguar XJL; vin #SAJWA2G76G8V94130; FMV $17,500 to the NMNU asset list. Of those present, the vote was unanimous in favor. APPENDIX "N"

IN THE MATTER OF BID AWARD AND APPROVAL OF CONTRACT FOR BID NO 2026-029PW WEST BARNES CROSSING CURB & GUTTER (NATCHEZ TRACE BRIDGE TO CROSSROADS BOULEVARD) AND TO AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN AND EXECUTE

Council Member Gaston moved, seconded by Vice President Nolan, to award bid no. 2026-029PW for curb and gutter to James A. Hodges Construction, Inc. in the amount of $664,280.43 and to allow the Mayor and City Clerk to execute the contract, subject to legal review and subsequent ratification. Of those present, the vote was unanimous in favor. APPENDIX "O"

IN THE MATTER OF APPROVAL TO REJECT THE 12 MONTH MATERIALS SUPPLY BID 2026-033PW

Council Member Beard moved, seconded by Council Member Jones, to reject all bids and rebid Bid No. 2026-033PW. Due to the third party reverse bidding company's administrative errors, not all bidders received clarification addenda in a timely manner. Of those present, the vote was unanimous in favor. APPENDIX "P"

IN THE MATTER OF APPROVAL TO AWARD HOT MIX 6 MONTH SUPPLY BID 2026-032PW

Vice President Nolan moved, seconded by Council Member Beard, to approve and award the bid for a 6-month supply of hot mix to APAC-MS, INC. The cost has increased by $5.00 per ton. Of those present, the vote was unanimous in favor. APPENDIX "Q"

IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF MAY 18, 2026

Council Member Davis moved, seconded by Council Member Gaston, to approve the minutes as presented. Of those present, the vote was unanimous in favor. APPENDIX "R"

IN THE MATTER OF APPROVAL OF NEAL MCCOY TO SERVE ON THE TUPELO COLISEUM COMMISSION

Council Member Gaston moved, seconded by Vice President Nolan, to approve the nomination of Neal McCoy to the Coliseum Commission. Council Member Davis stated that this appointment would be good for the commission and the city. Council President Bryan agreed. Of those present, the vote was unanimous in favor. APPENDIX "S"

IN THE MATTER OF AWARD OF BID NO. 2026-031WL FOR A 2026 HYDRAULIC DERRICK, TRACKED CARRIER AND TRAILER

Council Member Beard moved, seconded by Council Member Gaston, to approve and award the bid to Altec Industries in the amount of $246,970.00 as the lowest and best bid. Of those present the vote was unanimous in favor. APPENDIX "T"

IN THE MATTER OF CORRECTION TO MUNICIPAL MINUTES OF OCTOBER 1, 2024, BY ADDING OMITTED DOCUMENT

City Attorney Ben M. Logan stated that in an unrelated search through the minute books, it was discovered that a document had not been placed in the minutes of October 1, 2024. Vice President Nolan moved, seconded by Council Member Gaston, to approve a correction of the minutes of October 1, 2024, by adding the document to the minutes. Of those present, the vote was unanimous in favor. APPENDIX "U"

EXECUTIVE SESSION

Council Member Davis moved, seconded by Council Member Gaston, to determine the need for executive session. Of those present, the vote was unanimous in favor.

City Attorney Ben M. Logan stated the purchase of real property interests were appropriate matters for executive session.

Council Member Davis moved, seconded by Council Member Jones, to enter executive session at 6:44 pm. Of those present, the vote was unanimous in favor.

Council Member Gaston moved, seconded by Council Vice President Nolan, to leave executive session and re-enter into regular session. Of those present, the vote was unanimous in favor.

ADJOURNMENT

There being no further business to be brought before the council at this time, Council Member Gaston moved, seconded by Vice President Nolan, to adjourn the city council meeting of August 4, 2026, at 7:00 pm.

_____
LYNN BRYAN
COUNCIL PRESIDENT

ATTEST:

_____
SANDRA SHUMAKER
COUNCIL CLERK

APPROVED

_____
TODD JORDAN, MAYOR

_____
DATE

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: KIM HANNA, CFO

DATE 08/16/2026

SUBJECT: IN THE MATTER OF BILL PAY **KH**

Request:

COUNCIL PRESIDENT LYNN BRYAN

COUNCIL MEMBER CHAD MIMS

COUNCIL MEMBER TRAVIS BEARD

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE August 18, 2026

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

Request:

The proposed item for approval is for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

ITEMS:

Lamar Advertising	$1,000.00	Dudie Burger Festival Ad

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE August 18, 2026

SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #8 FOR FY 2026. **KH**

Request:

Please review and approve amendment #8 which includes:

- To increase the Coliseum Operating Fund for additional revenue and expenditures for fiscal year 2026.
- To increase the Narcotics Forfeited Fund for additional revenue and expenditures for fiscal year 2026.

ITEMS:
Amendment #8

City of Tupelo
Fy 2026 Budget Revision #8

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 2026 Budget as follows:

	Original Budget	Amendment	Amended Budget
Fund #109			
Coliseum Operating Fund			
Revenues			
Charges for Services	5,092,000	590,000	5,682,000
Interest & Miscellaneous Income	100,000		100,000
Other Financing Sources	1,025,830	150,000	1,175,830
Unreserved Fund Balance	-	-	-
Total Revenues	**6,217,830**	**740,000**	**6,957,830**
Expenditures			
Personnel Services	137,950	150,000	287,950
Supplies	472,500	40,000	512,500
Other Services & Charges	3,715,830	400,000	4,115,830
Capital Outlay	650,000	150,000	800,000
Total Expenditures	**4,976,280**	**740,000**	**5,716,280**

Purpose: To increase the budget for unexpected expenditures.

Fund #106			
Narcotics Forfeited Fund			
Revenues			
Grants	57,816	5,000	62,816
Interest/Misc Revenue	85,000		85,000
Forfeited Funds	40,000	125,000	165,000
Unreserved Fund Balance	200,000	-	200,000
Total Revenues	**382,816**	**130,000**	**512,816**
Expenditures			
Personnel Services	-		-
Supplies	51,000	10,000	61,000
Other Services & Charges	252,000	100,000	352,000
Capital Outlay	60,316	5,000	65,316
Other Financing Uses	19,500	15,000	34,500
Total Expenditures	**382,816**	**130,000**	**512,816**

Purpose: To increase the budget for additional forfeitures received and the expenditures related to the processing of these funds.

	Voting
Councilman Chad Mims	
Councilman Lynn Bryan	
Councilman Travis Beard	
Councilman Nettie Davis	
Councilman Bentley Nolan	
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: Kim Hanna, CFO

DATE August 18, 2026

SUBJECT: IN THE MATTER OF NEW BANK ACCOUNTS-G.O. BONDS 2026 **KH**

Request:

To open a new bank account for the purpose of issuing general obligation bonds to fund the capital projects designated within the capital fund for fiscal year 2026. These funds are required to remain in a separate account until fully expended.

The new bank accounts will be opened at Huntington Bank. The account title will be ”City of Tupelo G.O. Bonds 2026.”

ITEMS:
Resolution

ORDER

AN ORDER OF THE GOVERNING AUTHORITIES OF THE CITY OF TUPELO, MISSISSIPPI AUTHORIZING THE OPENING OF A NEW ACCOUNT AT HUNTINGTON BANK FOR THE PLACEMENT OF PROCEEDS FROM THE ISSUANCE OF 2026 GENERAL OBLIGATION BONDS

WHEREAS, the Governing authorities of the City of Tupelo are granted with the authority for the care, management and control of the municipal affairs and its property and finances pursuant to Miss. Code Ann. § 21-7-5 (1972, as amended); and

WHEREAS, the municipal depository is required by law to receive, safely keep, and expend all monies belonging to the municipality (*see* Miss Code Ann. § 21-39-19); and

WHEREAS, when it is determined by the governing authorities to be in the best interest of the municipality to maintain separate bank accounts within the municipal depository for the depositing of funds, and to furthermore absolve said bank accounts when they are no longer useful to the municipality (Miss Code Ann. § 27-105-301 *et seq*); and

WHEREAS, the City Council of the City of Tupelo, Mississippi during its regular meeting on May 19, 2026, authorized the issuance of general obligation bonds of the City, for sale to the Mississippi Development Bank, in an aggregate principal amount not to exceed Ten Million Dollars ($10,000,000), and the proceeds thereof, less any fees and costs, shall be placed in a separate account with the City's depository for use by the City (hereinafter "Bond Funds").

NOW, THEREFORE, incorporating the prefatory findings contained herein, the Mayor and City Council of the City of Tupelo order the following:

1. The prefatory paragraphs of this Order are hereby found to be true, correct, and accurate and shall be the findings of the City Council of the City of Tupelo.
2. It is hereby ordered that an account shall be established at Huntington Bank with the name "City of Tupelo G.O. Bonds 2026" for the placement of the Bond Funds.
3. The Mayor and City Clerk are empowered to execute all documents and agreements necessary to effectuate the matters contained herein.

After a full discussion of this matter, Council Member _____ moved that the foregoing Order be adopted and said motion was seconded by Council Member _____and with there being no request for this Order to be read aloud, and upon the question being put to a vote, the results were as follows:

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

Councilmember Jones voted _____

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

WHEREUPON, the foregoing Order was declared passed and adopted at a regular meeting of the Tupelo City Council on this the ____ day of _____ 2026.

_____
LYNN BRYAN, Council President

ATTEST:

_____
SANDRA SHUMAKER, Council Clerk

_____
TODD JORDAN, Mayor

_____
DATE

AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE 18 Aug 2026

SUBJECT: IN THE MATTER OF APPROVAL FOR THE MAYOR TO SIGN A MOU BETWEEN THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY AND THE CITY OF TUPELO FOR THE CERTIFIED LOCAL GOVERNMENT GRANT WITH SPRING HILL MISSIONARY BAPTIST CHURCH **AC**

Agency: Mississippi Department of Archives and History (MDAH)

Grant: Certified Local Government (CLG) Grant Program

Certified Local Government (CLG) Grant Program
Federal Fiscal Year: 2026
Catalog of Federal Domestic Assistance (CFDA) #: 15-904

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Tupelo**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. **Work Program**

   This grant is for a rehabilitation project to be conducted on the Spring Hill Missionary Baptist Church in Tupelo, Lee County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

   The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

   All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation.*

2. **Period of Performance**

   All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Tupelo by **December 1, 2026. Extensions will not be given to late or incomplete projects.**

3. **Compensation**

   Anticipated Project Cost: **$ 20,000.00**

   The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a ***matching basis***. The Grantee is required to provide ***at least*** a 50% of match of the final project cost.

   Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to ***reimburse*** the Grantee **$10,000** or 50% of eligible final project costs, ***whichever is less***, based on the following conditions:

   a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **December 1, 2026**. A Project Completion Report shall accompany the completed materials.

   b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **December 31, 2026.** Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

a. Meet federal requirements for the program;

b. Be necessary and reasonable to the completion of project work;

c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed $100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.

b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 23, 2026,** as well as the Project Completion Report on **December 1, 2026,** and the Reimbursement Request (with supporting materials) by **December 31, 2026.**

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **December 1, 2026**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Photos of completed work

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **December 1, 2026.**

A final expense summary, due **December 31, 2026**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)

b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.

c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY _____ _____
Barry White Date
State Historic Preservation Officer

BY _____ _____
Honorable Todd Jordan Date
Mayor of Tupelo

Return to:

Amy Morgan
Review and Compliance Officer
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571
amorgan@mdah.ms.gov

ATTACHMENT A: WORK PROGRAM

1. This project will include roof shoring within the sanctuary and basement ceiling to stabilize the roof of Spring Hill Missionary Baptist Church until further repairs can be made.

2. All work must be completed by **December 1, 2026**, and a Project Completion Report with photos of the completed work provided to the Certified Local Government Grants Administrator.

ATTACHMENT B: Acknowledging Federal Assistance

Project Signage

There shall be erected at every grant assisted structure rehabilitation project a sign displayed in a prominent location while project work is in progress. The cost of signage, whether temporary or permanent, is an allowable project expenditure. Signs shall be maintained in good condition until work is completed. EXAMPLE:

THE MANSHIP HOUSE
RESTORATION

MISSISSIPPI STATE BUILDING COMMISSION, OWNER
THIS PROPERTY IS ADMINISTERED BY
THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY

RESTORATION OF THIS PROPERTY WHICH IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, AND IS A MISSISSIPPI LANDMARK, HAS BEEN FUNDED WITH THE ASSISTANCE OF A MATCHING GRANT-IN-AID FROM THE DEPARTMENT OF THE INTERIOR, CERTIFIED LOCAL GOVERNMENT PROGRAM UNDER THE PROVISIONS OF THE NATIONAL HISTORIC PRESERVATION ACT AMENDMENTS OF 1980.

WILLIAM LAMPTON GILL, ARCHITECT **CLYDE V. MAXWELL,** STRUCTURAL ENGINEER
JAMES W. STOREY, MECHANICAL ENGINEER **WINDSOR ENGINEERING,** ELECTRICAL ENGINEER
O.L. ELLIS, JR., GENERAL CONTRACTOR

Attachments C: ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application,

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with Ihe requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874}. and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955. as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and. (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 etseq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE AUGUST 18, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE MINUTES OF TUPELO LICENSE COMMISSION **TN**

REQUEST: REVIEW AND APPROVE THE MINUTES OF AUGUST 12, 2025, SEPTEMBER 9, 2025, OCTOBER 28, 2025 AND NOVEMBER 20, 2025

Tupelo License Commission Minutes

Date: 08/12/2025 **Time:** 5:31 PM **Call to Order:** Tony Carroll **Meeting Adjourned:** 6:04 PM

In Attendance

LICENSE COMMISSION MEMBERS PRESENT:

Randy Hanlon, Plumber Matt Wiley, Mechanical Engineer Tony Carroll, General Contractor

Richard Rhudy, Electrician Thomas Walker, Fire Safety Code

LICENSE COMMISSION MEMBERS NOT PRESENT:

David Jones, Architect Jay Scruggs, Residential Builder

CITY OF TUPELO STAFF PRESENT:

Tanner Newman, Director of DDS Patrick Reagan, Chief Building Official

Kim Rushing, Residential Rental Coordinator Ben Logan, Tupelo City Attorney

Kristian Skou, Fire Marshal Mark Nowell, Deputy Chief of Administration (TFD)

OTHERS PRESENT:

Rob Harness Kenneth Estes

Approval of Minutes

Tony Carroll asked the Committee to review and approve the minutes of the March 10th, 2024 Tupelo License Commission meeting. Randy Hanlon made a motion to approve the minutes. Richard Rhudy seconded the motion.

The motion carried with all in favor.

New Business

1. CONSIDERATION OF APPEAL APPLICATION REGARDING NOTICE OF DETERMINATION FOR PROPERTY LOCATED AT 802 OLD SALTILLO RD

a. Overview
    i. Tanner Newman introduced the appeal. Ms. Emily Brewer, a neighboring property owner to 802 Old Saltillo Road, is requesting the city to enforce grass cutting on an adjacent undeveloped 19.4-acre lot.
    ii. Ms. Brewer believe the property owner is in violation of the International Property Maintenance Code (IMPC), however city officials determined no violation exists under the amended ordinance and standards in Section 13-16.2, which was amended on September 4, 2018.
        1. Under the amended ordinance, properties in agricultural use or with substantial tree coverage are not subject to lot mowing requirements.

b. City Legal and Staff Response
    i. City Attorney Ben Log clarified:
        1. The issue began with bamboo growing across property lines.
        2. The City attempted voluntary cleanup and discovered drainage concerns and property line confusion.
        3. City sought an easement from Ms. Brewer to address drainage, but the property line remains disputed.
        4. Importantly, the property owner is not required by ordinance to clear under tree cover or mow within 25 feet of the property line.
    ii. Tanner Newman cited Code of Ordinance Section 13-16.2 (amended September 4, 2018):
        1. Updates to the ordinance exclude undeveloped lots with substantial tree cover or agricultural use from mowing requirements.
        2. The original complaint was based on outdated code provisions.

c. Official Determination
    i. Property: 19.4-acre, undeveloped, substantial tree cover.
    ii. No code violations exist per the current ordinance.
    iii. The city confirmed that low mowing requirements do not apply in this case.

d. Appeal Discussion
    i. Tanner Newman emphasized: Appeals must demonstrate a misinterpretation of the code, not simply disagreement with the outcome.
    ii. Chairman Tony Carroll suggested moving forward with a vote unless legally obligated to wait for Ms. Brewer.
    iii. Motion to uphold the city's determination:
        1. Motion made by: Thomas Walker
        2. Seconded by: Randy Hanlon
        3. Vote: Unanimous approval, motion carried.

e. Final Outcome
    i. The appeal was denied.
    ii. The city's original determination stands:
        1. No mowing or maintenance violation exists for the 802 Old Saltillo Rd property under current ordinances.

2. 2024 CODE SERIES UPDATES

a. Patrick Reagan opened the discussion with the Tupelo License Commission members and those present regarding the discussion to adopt the 2024 Code Series.
    i. Patrick explained that a public hearing is required to officially adopt updates to the code ordinance.
        1. Public Hearing date set for October 28, 2025 @ 5:30 pm.
        2. At the meeting, members must decide which parts of the 2024 Code Series to opt in and opt out of.
    ii. Tanner Newman proposed holding a pre-hearing meeting to review the proposed changes in detail. The goal is to finalize changes in time for public review and have the updated codes adopted by the start of 2026.
        1. Working Meeting date set for September 9, 2025 @ 5:30 pm.
    iii. Kristian Skou distributed a list of proposed updates to the Fire Code.

Old Business

NONE

Open Discussion

NONE

Announcements

NONE

Adjournment

Chairman Tony Carroll adjourned the meeting at 6:01 PM.

Next Meeting

DATE: 9/9/2025

TIME: 5:30 PM

LOCATION: City Hall, 3rd Floor Conference Room

_____

Chairman Tony Carroll

_____

Recorded by Jennifer Roberson

Submitted by Tanner Newman

Tupelo License Commission Minutes

Date: 09/09/2025 **Time:** 5:29 PM **Call to Order:** Tony Carroll **Meeting Adjourned:** 6:10 PM

In Attendance

LICENSE COMMISSION MEMBERS PRESENT:

Randy Hanlon, Plumber Matt Wiley, Mechanical Engineer Tony Carroll, General Contractor
Richard Rhudy, Electrician Thomas Walker, Fire Safety Code David Jones, Architect
Jay Scruggs, Residential Builder

LICENSE COMMISSION MEMBERS NOT PRESENT:

CITY OF TUPELO STAFF PRESENT:

Jennifer Roberson, Operations Administrator Patrick Reagan, Chief Building Official
Kristian Skou, Fire Marshal

OTHERS PRESENT:

Approval of Minutes

Tony Carroll asked the Committee to review and approve the minutes of the August 12th, 2025 Tupelo License Commission meeting.

Thomas Walker made a motion to approve the minutes as amended to reflect that the previous decision regarding the Notice of Determination for the property located at 802 Old Saltillo Road was rescinded due to the appellant not being present. Richard Rhudy seconded the motion.

The motion carried with all in favor.

Old Business

1. **CONSIDERATION OF APPEAL APPLICATION REGARDING NOTICE OF DETERMINATION FOR PROPERTY LOCATED AT 802 OLD SALTILLO RD**
    a. Overview
        i. After discussion, it was agreed that the decision made at the prior meeting on August 12, 2025, would be rescinded. The appeal will be placed on the agenda for further discussion and decision at the October 28, 2025 meeting.
    b. Motion
        i. Thomas Walker made a motion to rescind the previous vote due to the appellant not being present. Richard Rhudy seconded the motion. The motion carried unanimously.
2. **CONTINUED REVIEW OF THE 2024 CODE SERIES UPDATES**
    a. Overview
        i. Patrick Reagan opened the discussion with the Tupelo License Commission members and those present regarding the proposed adoption of the 2024 Code Series and the associated Public Comment Form.
    b. Discussion Points
        i. Public Comment Form
            1. The form will be available to the public on the City of Tupelo website and at City Hall.
            2. The submission Period will run from October 1 through October 15, 2025.
            3. A public meeting to discuss the proposed adoption of the ICC 2024 Code Series and the Public Comment Form is scheduled for October 28, 2025, at 5:30 p.m.
        ii. Code Review and Discussion
            1. The proposed adoption excludes the International Energy Conservation Code (IECC) and Chapter 11 of the International Residential Code (IRC). These exclusions will be further discussed at the October 28, 2025, meeting.
            2. Patrick Regan noted a conflict with the IRC and the National Electrical Code (NEC), specifically referencing 220 GFCI protection, and stated that he does not recommend adopting that section.
            3. Kristian Skou presented the proposed updates to the Fire Code.

New Business

NONE

Open Discussion

NONE

Announcements

NONE

Adjournment

Chairman Tony Carroll adjourned the meeting at 6:10 PM.

Next Meeting

DATE: 10/28/2025

TIME: 5:30 PM

LOCATION: City Hall, 2ND Floor Council Chambers

_____

Chairman Tony Carroll

_____

Recorded by Jennifer Roberson

Submitted by Tanner Newman

Tupelo License Commission Minutes

Date: 10/28/2025 **Time:** 5:30 PM **Call to Order:** Tony Carroll **Meeting Adjourned:** 6:38 PM

In Attendance

LICENSE COMMISSION MEMBERS PRESENT:

Tony Carroll, General Contractor Richard Rhudy, Electrician Thomas Walker, Fire Safety Code David Jones, Architect Jay Scruggs, Residential Builder

LICENSE COMMISSION MEMBERS NOT PRESENT:

Matt Wiley, Mechanical Engineer Randy Hanlon, Plumber

CITY OF TUPELO STAFF PRESENT:

Jennifer Roberson, Operations Administrator Patrick Reagan, Chief Building Official

Kristian Skou, Fire Marshal Mark Nowell, Deputy Chief Ben Logan, City Attorney

OTHERS PRESENT:

Emily Brewer

Approval of Minutes

Tony Carroll asked the Committee to review and approve the minutes of the September 9, 2025 Tupelo License Commission meeting.

Thomas Walker made a motion to approve the minutes. Richard Rhudy seconded the motion.

The motion carried with all in favor.

1. CONSIDERATION OF APPEAL APPLICATION REGARDING NOTICE OF DETERMINATION FOR PROPERTY LOCATED AT 802 OLD SALTILLO RD

a. Overview
   i. Ben Logan opened the discussion with the Tupelo License Commission members and those present regarding the Consideration of Appeal Application regarding Notice of Determination for the property located at 802 Old Saltillo Road.
   ii. The appellant, Ms. Emily Brewer, outlined a detailed account regarding the handling of a code violation involving an undeveloped area on a lot adjacent to her property. She asserts that city officials treated the matter as a code violation for more than a year, despite later stating that no code violation existed due to an exemption for substantial tree cover. She further described property damage she alleges was caused by volunteers engaged by the city.

b. Discussion Points
   i. Background & Timeline Summary
      1. Initial Code Violation Actions (July 2023-Early 2024)
         - The appellant stated that since July 2023, Code Enforcement and other city personnel, including Mr. Tanner Newman, proceeded as though a code violation existed.
         - She noted that the city relied on a statue governing buffer maintenance for undeveloped lots.
         - She emphasized that the relevant statue was amended in 2018 but was apparently not updated publicly until her complaint brought attention to the discrepancy between 2018 and 2024 versions.
         - The appellant said that city staff informed her of the required buffer maintenance but did not initially disclose the exemption related to "substantial tree cover."
      2. Discovery of the Tree Cover Exemption (February 2024)
         - According to the appellant, in February 2024, Mr. Ben Logan, Mr. Tanner Newman, and Mr. Stephen Reed acknowledged that an exemption exists for undeveloped lots with substantial tree cover.
         - The appellant states that this exemption was not communicated to her earlier.
         - Despite the exemption, she maintains that staff continued to treat the matter as an active code violation.
   ii. Actions Leading to Property Damage (September 2024)
      1. Engagement of Volunteers
         - The appellant asserted that in September 2024, Mr. Newman engaged disaster relief volunteers from the Southern Baptist Association to work on the neighboring lot.

- She stated that volunteers were sent with heavy machinery t address "blight" on the adjacent property but were not given clear instructions on boundaries or scope.

2. Claims of Unauthorized Entry and Damage
   - The volunteers allegedly crossed onto the appellants property line, removed brush, and caused physical damage.
   - The appellant believes the property line intrusion was due to lack of guidance.
   - She indicates that her former counsel contacted Mr. Newman and Mayor Todd Jordan seeking a site meeting, but she was told the case was closed and would not be discussed.

iii. City Response & Determination (Late 2024 – 2025)

1. Site Visit by City Officials
   - According to the appellant, in Late 2024 or early 2025, Mayor Jordan, Mr. Don Lewis, and others visited the property and, according to the appellant, agreed that damage had occurred and that the city would repair it.
   - The appellant also said that at this time officials insisted that no code violation existed due to substantial tree cover.
2. Documentation Cited by Appellant
   - The appellant, Ms. Emily Brewer, referenced a letter from the City's legal department dated July 16, 2024, stating:
     i. A code violation did exist.
     ii. Substantial tree cover tapered along property line.
     iii. The city intended to proceed with resolving the violation.
3. Final Determination Issued in 2025
   - In July, 2025, the appellant received a final determination from Mr. Newman stating:
     i. No code violation exists.
     ii. The appellant may appeal the determination.
   - The appellant stated the actual property owner was never served with this determination.

c. Motion

i. Thomas Walker made a motion to reschedule the appeal hearing until an undetermined date. Jay Scruggs seconded the motion. The motion carried with all in favor.

2. CONTINUED REVIEW OF THE 2024 CODE SERIES UPDATES

a. Overview

i. Patrick Reagan opened the discussion with the Tupelo License Commission members and those present regarding the proposed adoption of the 2024 Code Series and the associated Public Comment Form.

b. Discussion Points

i. Public Comment Form

1. Patrick only received two comments, one which was related to GFC

ii. Code Review and Discussion

1. Patrick Reagan handed out a packet with the following proposed code changes:
    - International Building Code (IBC) 2024 – No exceptions, along with Appendix H (signs) & J (Grading)
    - NEC stays the same (2017 Edition)
    - Fuel Gas Code (IFGC) 2024 – No Appendix/No Exceptions
    - Existing Building Code (EBC) 2024 – No Appendix/No Exceptions
    - International Plumbing Code (IPC) 2024 – No Appendix/Revision: No Coextruded PVC pipe shall be used below a concrete slab.
    - International Mechanical Code (IMC) 2024 – No Appendix/Only Exception is what we already have adopted.
    - International Residential Code (IRC) 2024 – Appendix BB (Tiny Houses) and Appendix BO (Existing Building Code);
        i. Delete Chapter 11 of the IRC
        ii. Delete Section 309 (Residential Sprinklers)
        iii. Continue to enforce Section 306 (Surge Protectors)
        iv. Remove and replace portions of Section 3902 (GFCI)
        v. No Aluminum or Copper-Clad Aluminum wire is allowed inside the building with exception of 15-amp circuit under cabinet counters.
        vi. Remove all requirements for Window Fall Protection.
        vii. No general-purpose or lighting circuits have conductors smaller than #12 AWG
        viii. Kitchen Islands and Peninsular countertop electric outlets shall meet the requirements of NEC 2023 210.52(c)(2) & (3)
    - International Property Maintenance Code (IPMC) – Appendix A (Board & Secure House)/No Exceptions
        i. Swimming Pool/Spas – No Appendix/No Exceptions
2. Kristian Skou presented the proposed updates to the International Fire Code (IFC) 2024:
    - Sec 10.1 Appendix B, E and I
    - Sec 10-5. References Editions
    - Sec. 10-6. Conflict in Different Codes (Whole Section)
    - Sec. 10-9.4. Miscellaneous Powers (Only Item)
    - Sec. 10-10. Open Burning
    - Sec. 10-11. Explosives/Fireworks
    - Sec. 10-14. (Delete Appalachian Road)
    - Sec. 10-15. (Delete Appalachian Road)
    - Sec. 10-17.2. Fire Hydrants
    - Sec. 10-19. Means of Egress
    - Sec. 10-20. Fire Protection Requirements in Renovations

- Sec. 10-21. Key Access Box
- Sec. 10-22.6. Where Sprinkler Systems are Required
- Sec. 10-23. Sprinkler System Requirements
- Sec. 10-24. Requirements for Fire Alarms
- Sec. 10-25. Tagging Requirements for Fire Protection Systems
- Sec. 10-26.3-4. Penalties
- Sec. 10-27. Pre-determined fines.
- Definition of work area be amended in the IBC.
- International Fire Code (IFC) 2024 – Section 1-27 (To be discussed at next meeting).

New Business

NONE

Open Discussion

NONE

Announcements

NONE

Adjournment

Thomas Walker made a motion to adjourn the review of the meeting. David Jones seconded the motion. Chairman Tony Carroll adjourned the meeting at 6:38 PM.

Next Meeting

DATE: 11/20/2025

TIME: 5:30 PM

LOCATION: City Hall, 3rd Floor Conference Room

_____

Chairman Tony Carroll

_____

Recorded by Jennifer Roberson

Submitted by Tanner Newman

Tupelo License Commission Minutes

Date: 11/20/2025 **Time:** 5:33 PM **Call to Order:** Tony Carroll **Meeting Adjourned:** 6:08 PM

In Attendance

LICENSE COMMISSION MEMBERS PRESENT:

Tony Carroll, General Contractor
Richard Rhudy, Electrician
David Jones, Architect
Jay Scruggs, Residential Builder
Randy Hanlon, Plumber

LICENSE COMMISSION MEMBERS NOT PRESENT:

Matt Wiley, Mechanical Engineer
Thomas Walker, Fire Safety Code

CITY OF TUPELO STAFF PRESENT:

Jennifer Roberson, Operations Administrator
Patrick Reagan, Chief Building Official
Kristian Skou, Fire Marshal
Mark Nowell, Deputy Chief
Ben Logan, City Attorney

OTHERS PRESENT:

Approval of Minutes

Tony Carroll asked the Committee to review and approve the minutes of the October 28, 2025 Tupelo License Commission meeting.

Randy Hanlon made a motion to approve the minutes. Jay Scruggs seconded the motion.

The motion carried with all in favor.

Announcements

NONE

New Business

NONE

Old Business

1. **Adoption of the 2024 Code Series**
    a. Overview
        i. Patrick Reagan opened the discussion with the Tupelo License Commission members and those present regarding the proposed adoption of the 2024 Code Series.
    b. Discussion Points
        i. Public Comment Form
            1. Patrick only received two comments, one which was related to GFCIs.
        ii. Code Review and Discussion
            1. Patrick Reagan distributed a packet outlining the proposed code adoptions and amendments. The packet is attached hereto as Exhibit A and incorporated into the official meeting record.
            2. Kristian Skou distributed a packet outlining the proposed code adoptions and amendments to the International Fire Code, 2024 Edition. The packet is attached hereto as Exhibit B and incorporated into the official meeting record.
    c. Motion
        i. Upon request by Tony Carroll, Richard Rhudy made a motion to recommend that the City Council adopt the 2024 Code Series with the stated exceptions. David Jones seconded the motion. The motion carried with all in favor.

Open Discussion

The License Commission and those present discussed the importance of increased oversight and stricter compliance with portable sanitation requirements at construction sites.

Adjournment

David Jones made a motion to adjourn the review of the meeting. Richard Rhudy seconded the motion. Chairman Tony Carroll adjourned the meeting at 6:38 PM.

Next Meeting

DATE: TBD

TIME: 5:30 PM

LOCATION: City Hall, 3rd Floor Conference Room

_____

Chairman Tony Carroll

_____

Recorded by Jennifer Roberson

Submitted by Tanner Newman

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE AUGUST 18, 2026

SUBJECT: IN THE MATTER OF REVIEW/APPROVE PLANNING COMMITTEE MEETING MINUTES OF AUGUST 3, 2026 **TN**

REQUEST: REVIEW AND APPROVE

CITY OF TUPELO

PLANNING COMMITTEE MEETING MINUTES

Date: August 3, 2026, 6:00 P.M.
Location: City Council Chambers, City Hall, 71 East Troy Street, Tupelo, MS

CALL TO ORDER

Chairman Mark Williams called the meeting to order at 6:00 P.M.

- **Invocation:** Ms. Patti Thompson
- **Pledge of Allegiance:** Mr. Scott Davis

Committee members and staff introduced themselves for the record.

Committee Members Present:
Mr. Mark Williams, Mr. Victor Fleitas, Ms. Leslie Mart, Mr. Lindsey Leake, Ms. Patti Thompson, Mr. Scott Davis

Staff Present:
Mr. Tanner Newman, Director of Development Services, Mr. Pat Falkner, Planning Consultant, Ms. Kim Rushing, Community Development and Outreach Coordinator, Mr. Patrick Reagan, Chief Building Inspector, Mr. Ben Logan, City Attorney

---

APPROVAL OF MINUTES

- **Action:** Motion made by Ms. Leslie Mart to approve the minutes of the June 1, 2026 meeting as submitted.
- **Second:** Mr. Scott Davis
- **Vote:** Approved by show of hands; motion carried.

REPORT OF COUNCIL ACTION

Mr. Newman reported no actions from City Council pertaining to the last meeting.

OLD BUSINESS

Mr. Newman confirmed there was no old business on the agenda.

NEW BUSINESS

There were five applications on tonight's agenda. Chairman Williams reviewed public comment procedures for applicants and citizens.

---

1. Flex26-03: Flexible Use - 205 Commerce Street (Parcel 089L-32-013-00)

Request: Flexible use to allow an established daycare (Kids World Daycare of Tupelo) to occupy space currently used by Tupelo Academy of Cosmetology.

Notifications:
Mr. Newman confirmed surrounding property owners were notified. No written responses were received, though attendees were present.

Applicant:
Mr. Michael Walden, 2016 W. College St., Booneville, MS, Owner of the building and property. Representative present on behalf of Mr. Walden and Mr. Chris Jones: Mr. Clint Martin, 5941 West Wind Dr.; Attorney: Melissa Bell, 1279 CR 87, New Albany, Owner of Kids World Daycare.

Applicant provided traffic-flow plans and safety assurances, including:

- No children crossing Commerce Street.
- Revised drop-off pattern designed to keep traffic off Main Street.
- Anticipated building updates to meet fire marshal requirements.

Owner / Operator Input:
Melissa Bell, owner of Kids World Daycare, answered committee questions regarding:

- State-regulated child-to-teacher ratios.
- Anticipated occupancy (up to 150 children but practically fewer).
- Estimated staff parking needs.
- Agreement for additional parking use from Huntington.

- Outdoor play-area location and fencing plans.
- Compliance with state health and safety guidelines.
- Traffic patterns, staggered drop-off times, and parent conduct rules.
- Willingness to include safety instructions (including prohibiting crossing Commerce Street) in parent handbooks submitted to the state and city.
- No objection to future alcohol-related businesses nearby; willingness to sign a waiver if needed.

Public Comment:
Clay Knight, 819 Clayton Ave., Tupelo, MS –Mr. Knight owns a property on Spring Street behind the proposed daycare. Concerned about the daycare's proximity (within 500ft) affecting his existing business (events with alcohol).

- **Legal Clarification:** As an existing establishment, his rights would come first, and the daycare would not affect his ability to operate.
- **Ms. Bell:** No objection to existing or future establishments selling alcohol, willing to sign a waiver. Noted current location is next to a gas station selling alcohol, and "Barbecue by Jim's" is within 100ft.
- **Mr. Clint Martin** stated for the record that no one involved with the property or the daycare had an objection to his business.

Committee Discussion:
Topics included alcohol-distance rules, traffic safety, drop-off flow, fencing guidelines for the Downtown Overlay District, landscaping requirements, and parent-handbook enforcement.

Traffic Flow:

- A traffic plan has been submitted, designed to keep traffic off Main Street.
- Rule: "No kids are to walk across that street" (Commerce Street).
- Drop-off/pick-up will occur in front of the building, with staggered times (6:00/6:30 AM to 9 AM) to prevent backup onto Commerce Street.
- Owner's current facility typically sees "maybe six cars lined up in two lines" during peak times and has a policy for quick drop-off/pick-up.

Fire Marshal: Communication has occurred, and the building is assured to be up to fire code. Internal changes for classrooms and flow will be made upon approval.

Maximum Number of Children: The current facility has 89 children, licensed for 129. New building design could accommodate up to 150, but the owner states, "I will never get to that point," having had up to 115 at the current location.

Child-to-Caregiver Ratio: Adheres to state of Mississippi guidelines, which vary by age (e.g., 5:1 for babies, 9:1 for 1-year-olds, 12:1 for 2-year-olds).

Staff Parking: Anticipates "about 15 cars" for staff—sufficient on-site parking, with a written agreement to use Huntington's parking lot for overflow.

Parking Capacity: Estimated 15 cars can line up in front of the building within the property line.

Outdoor Play Areas: Required for daycares of this size (33% of capacity must be outside space).

- Planned for "the grass area on the right side... mixed in with a chain-link fence with the black vinyl" and "the concrete side on the side of the building by the side of barbecue by jams."
- No play area on the back side due to the railroad.
- Owner consulted with the state agency regarding playground design.
- Fenced areas on the north and south sides of the building. Teachers will be present during recess.

Use of Parking Across Street / Coliseum Events: Huntington's parking lot across the street "would not be used... when calculating the required parking because of the type of street that it is." Ms. Bell stated they had a written agreement with the arena to allow overflow parking.

Building Ownership: Melissa Bell (Kids World owner) will lease the building from current owner Michael Walden.

Covered Drop-off: Not planned for the new location.

Play Area Security: Fenced areas to prevent unauthorized access, with teachers present.

Parent Handbook: Will detail expectations for parents, including not using the space across Commerce Street for drop-off/pick-up—handbook to be submitted to state and city planning. Repeated violations could lead to suspension.

Committee Discussion:

- In the mixed-use downtown overlay, a 500-foot buffer applies to *new* establishments selling liquor, not existing ones.
- Landscaping must be brought up to code.
- Fencing must abide by downtown design guidelines and will need to go before the downtown overlay design committee.

Concerns regarding traffic, specifically children crossing the street, led to a recommendation for a one-year contingency approval to review traffic issues.

Staff Analysis:
Mr. Newman stated the application meets criteria for flexible use concerning area harmony, special requirements, and public safety. Traffic concerns could be addressed through a one-year review contingency. The decision was for the committee to make.

Motion and Vote:

- **Action:** Motion by Ms. Mart to **approve FLEX26-03** with the conditions to re-review traffic in one year, submission of a copy of the handbook detailing the code of conduct and the consequences for crossing Commerce St. with the children, and a waiver permitting alcohol sales on adjacent properties.
- **Second:** Mr. Leake
- **Vote:** Approved by show of hands.

Next Steps:
Mr. Newman advised of the three-day appeal period beginning the next day. He advised they will need to work with the Downtown Overlay Committee on fencing requirements and the MS State Health Department on their requirements.

---

2. Flex26-04: Flexible Use – (Parcel 072N-09-046-01) Property in southeast quadrant of I-22/ McCullough Boulevard

Request: Flexible use to allow development of a previously approved 240-unit apartment complex (originally approved in 2020).

Notifications:
Mr. Newman confirmed notices were sent; no responses received.

Applicant:
Bruce Patel, Fusion Hospitality, 2749 Bayhill Woods Cove, Collierville, TN, owner/developer, represented by Harvey Matheny, 6363 Poplar Ave, Ste 300, Memphis, TN, Engineer with Pickering Group.

Applicant outlined a multi-component housing concept including:

- 60 fully furnished units for Toyota personnel.
- 52 units for active adults (with elevator access).
- 128 traditional multifamily units.
- Resort-style amenities including pool and play areas.

Applicant explained delays since 2020, updated feasibility considerations, and existing relationships with Toyota.

Committee Questions:
Discussion included:

- Whether project still conforms to current development code (including maximum building length and unit limits).
- Need for two access points under fire code.
- Pending MDOT approval for emergency access.
- Traffic study updates.
- Potential reinterpretation of Toyota units as extended-stay hotel units.
- Changes to city master plan since original approval.
- Feasibility of revising or segmenting the project.

Staff Analysis:
Mr. Newman stated the flexible-use request would require submission of a major site plan meeting current code, including:

- Two access points
- Building-length compliance
- Landscaping requirements
- Updated traffic information

The City recommended a full review once the applicant submits updated plans.

Public Comment:
No public comments were offered.

Committee Discussion:
Committee agreed that additional information and updated site plans are needed before considering flexible use approval.

Motion and Vote:

- **Action:** Motion by Mr. Scott Davis to table the application pending submission of a complete site plan including emergency access, code compliance for building lengths, and clarification of use types.
- **Second:** Mr. Victor Fleitas
- **Vote:** Motion carried unanimously.

---

3. Flex26-05: Flexible Use - 1708 S. Gloster Street (Parcel 106D-13-041-00)

Request: Flexible use to allow climate-controlled storage occupying approximately 12,000 sq. ft. of an existing 55,000 sq. ft. building.

Notifications:
Mr. Newman confirmed notices were sent; no responses received.

Applicant:
TMC, LLC – Applicant not present; no reason provided

Committee Discussion:
Committee discussed concerns about the absence of the applicant but acknowledged staff analysis indicating the use is appropriate for the building and location.
Planning staff affirmed:

- Building is currently sprinkled

- Any CO changes will require updated building plans and code compliance
- Landscaping will be brought up to code
- Change-of-use standards will still apply

Motion and Vote:

- **Action:** Motion by Ms. Thompson to **approve FLEX26-05**.
- **Second:** Mr. Fleitas
- **Vote:** Approved by show of hands.

---

4. FLEXVAR26-05: Flex Variance - 603 Clayton Avenue (Parcel 077H-25-240-00)

Request: Permit alcohol sales for new business "Ikey's Deli & Market" at a location less than 400 ft from a residence.

Notifications:
Mr. Newman reported a few responses from neighboring residents, mostly concerning potential noise and late hours.

Applicant:
Melanie McCarter, 399 Rd 141, Tupelo, MS, owner of Ikey's Deli and Market

Melanie McCarter and Chris Delgrande described the proposed neighborhood deli/market.
Key points:

- Operating hours planned to end around 8–9 PM
- Small outdoor seating area; not intended for amplified music or events
- Indoor seating capacity of approximately 4 tables and a small high-top area
- Commitment to complying with noise ordinances
- Intention to serve the Joyner neighborhood with food, drinks, and take-home items

Public Comments:
None.

Committee Discussion:
Members expressed support for the neighborhood-oriented concept.

Motion and Vote:

- **Action:** Motion by Ms. Mart to **approve FLEXVAR 26-05.**

- **Second:** Mr. Davis
- **Vote:** Approved unanimously

Next Steps:
Mr. Newman noted the three-day appeal period.

---

5. RZ 26-03: Zoning Map Change – (Parcel 106S-14-036-12) NW quadrant of South Thomas Street/ HWY 278.

Request: Rezone 5.03 acres from Low Density Residential to Mixed Use Commercial Corridor and 20 acres from Low Density Residential to Mixed Use Residential for future development.

Notifications:
Mr. Newman confirmed that adjoining property owners were notified; responses were mainly curiosity about what is being built.

Applicant:
Jay Collins, Applicant not present; no reason provided.

Public Comment:

- Henry Rupert Jr. expressed concern regarding unknown development impacts on his parents' nearby property.
- Antonio Acosta, adjacent property owner with agricultural uses, requested clarity on proposed development.

Committee and staff acknowledged concerns but explained no plan was provided.

Committee Discussion:

- This is a rezoning request, a "much more substantial change" than a change of use.
- Committee is uncomfortable recommending action without the applicant present to state their intentions,

Staff Analysis:
Mr. Newman stated staff cannot recommend approval without the applicant present to explain intended uses due to the significance of the zoning change.

Motion and Vote:

- **Action:** Motion by Mr. Davis to **table RZ26-03** due to applicant's absence
- **Second:** Mr. Fleitas

- **Vote:** Motion carried unanimously.

OTHER BUSINESS

Mr. Newman announced expected applications for the next meeting and projected submission of the comprehensive plan.

Because of Labor Day scheduling and council calendars, the committee will hold:

- **Work Session:** August 24, 2026
- **Public Session:** August 31, 2026

ADJOURNMENT

- **Action:** Motion by Ms. Thompson to adjourn
- **Second:** Mr. Williams
- **Vote:** Motion carried

Meeting adjourned.

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 08/16/2026

SUBJECT: IN THE MATTER OF A RESOLUTION TO CHANGE “PARKGATE DRIVE” TO “DON WILDMON DRIVE” **TN**

Request:

RESOLUTION TO APPROVE CHANGING THE NAME OF "PARKGATE DRIVE" TO "DON WILDMON DRIVE"

WHEREAS, Parkgate Drive is a well-known, well-traveled street within the city limits of Tupelo, Mississippi; and

WHEREAS, Don Wildmon was an ordained minister of the United Methodist Church and who held honorary doctorates from Asbury College and Wesley Biblical Seminary. He founded both the Lee Acres United Methodist Church and the "American Family Association" in 1977. Through AFA and "American Family Radio", created in 1991, Mr. Wildmon developed a broad range of resources, strategies and media outlets aimed at promoting Christian values. In 2002, Mr. Wildmon created the "Arlington Group", a coalition of leaders for the purpose of executing strategies in Washington to represent and protect conservative values. Mr. Wildmon has been honored with many awards and was a published author of 22 books; and

WHEREAS, the City of Tupelo wishes to honor Mr. Don Wildmon and his many accomplishments by designating the portion of Parkgate Drive that runs East to West from Parkgate Drive Extended to North Thomas Street, and is more particularly described in the attached Exhibit "A", with his full name and thereby changing the indicated portion of "Parkside Drive" to "Don Wildmon Drive".

NOW, THEREFORE, the name given to the portion of the public street known as "Parkgate Drive" that runs East to West from Parkgate Drive Extended to North Thomas Street, shall hereby be amended to "Don Wildmon Drive" by the City of Tupelo in honor of Mr. Don Wildmon and his accomplishments and a copy of this resolution will be submitted to Lee County E911 requesting it take the necessary steps to effect this change.

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

Council Member Mims	_____
Council Member Bryan	_____
Council Member Beard	_____
Council Member Davis	_____
Council Member Nolan	_____
Council Member Gaston	_____
Council Member Jones	_____

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

WHEREUPON, THE FOREGOING Resolution was declared passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2026

CITY OF TUPELO, MISSISSIPPI

_____

_____
LYNN BRYAN, COUNCIL PRESIDENT

ATTEST

_____

_____
SANDRA SHUMAKER
CLERK OF COUNCIL

_____
TODD JORDAN, MAYOR

_____
DATE



PROPOSED STREET NAME CHANGE

Parkgate Dr. to Don Wildmon Dr.

August 11, 2026

N

Not to Scale

EXHIBIT "A"

AGENDA REQUEST

TO: MAYOR AND CITY COUNCIL

FROM: TANNER NEWMAN, DIRECTOR OF DEVELOPMENT SERVICES

DATE 08/16/26

SUBJECT: IN THE MATTER OF LOT MOWING **TN**

REQUEST:

PLEASE REVIEW AND APPROVE THE FINAL LOT MOWING LIST.

AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE August 12, 2026

SUBJECT: IN THE MATTER OF UNMARKED VEHICLE RESOLUTION JQ

Request:

Please accept this current unmarked vehicle Resolution that the Tupelo Police Department maintains.

RESOLUTION

Whereas, the City of Tupelo, Tupelo Police Department owns and operates law enforcement vehicles all of which fall under the purview of Section 25-1-87, Mississippi Code, styled **"Marking publicly owned or leased vehicles: exceptions: effect of non-compliance",** and

Whereas, the Tupelo Police Department has a long standing and demonstrated need to operate unmarked vehicles to protect the security of on-going official criminal investigations at all levels within the department; and

Whereas, marking of said law enforcement vehicles would hinder the conduct of official on-going criminal investigations.

It is hereby requested that certain police vehicles, which are suited for use, used and/or are available for use on a continuing basis to facilitate covert investigative activities be exempted from the vehicle marking requirements set forth under section 25-1-87, Mississippi Code Annotated, as follows:

Description	**Location**	**Vin Number**
#EOD-6 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC2FR704702
#EOD-1 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC0FR708005
#22 2021 Dodge Durango(Silver)	Detectives	1C4RDHFG9MC640663
#34 2005 Ford Crown Victoria	Admin	2FAFP71W35X119080
#03 2006 Ford Crown Victoria	Admin	2FAFP71W46Xl33426
#02 2006 Ford Crown Victoria	Negotiator	2FAFP71W66X133427
#32 2006 Ford Crown Victoria (Gray)	Detectives	2FAFP71WX6X133429
#8637 2023 Ford Explorer (White	SOG	1FM5K8AC1PGB68637
#51 2006 Ford Crown Victoria	SWAT	2FAFP71W66X133430
#72 2012 Ford F-150 (Gray)	PAL	1FTFX1CT7CKD45102
#36 2011 Chevrolet Tahoe Police	K9	1GNLC2E08BR377691
#EOD-5 2013 Chevy Tahoe	SOG	1GNLC2E07DR159941
#53 2007 Ford Crown Victoria	SWAT	2FAFP71W87X149016
#07 2020 White Ford Explorer	SRO	1FMSK7DH6LGC22724
#42-008 2008 Ford F150 Pickup truck (Gray)	Admin	1FTRX12W68KC86852
#47 2008 Ford Crown Victoria (Dark Gray)	SWAT	2FAFP71V8X149835
#79 2008 Ford Crown Victoria	Detectives	2FAFP71V98Xl52712
#65 Chevrolet Suburban	Admin	1GNFC16J87J228346
#90 2016 Ford Police Interceptor (Gray)	Detectives	1M5K8AR4BBD05963
#EOD-8//2015 Ford F-250	EOD	1FT7W2B68FEB19517

#68 2017 Ford Police Interceptor (Black)	Detectives	1FM5K8AR8HGB82850
#99 2017 Ford Expedition (GOLD)	Detectives	1FMJU1GT5HEA50868
#97 2017 Ford Expedition (BLACK)	Detectives	1FMJU1FT1HEA50867
#85 2015 Ford Interceptor Utility	SOG	1FM5K8AR8FGB62403
#61 2014 Ford Explorer	Admin	1FM5K8B84EGA23972
#11 2017 Chevy Tahoe (silver)	Admin	1GNLCDEC2HR313032
#59 2015 Ford Interceptor Utility	SOG	1FM5K8AR6FGB62402
#12 2015 Ford F150 Super cab Gray	Detectives	1FTEX1CPXFKD93342
#97 2019 Chevy Tahoe (Black)	SCU	1GNLCDEC4KR173279
#07 2020 White Chevrolet Tahoe	EOD	1GNLCDEC3LR304543
#04 2020 Black Dodge Durango	SCU	1C4RDJG1LC205576
#18 2020 Gray Dodge Durango	Detectives	1C4RDJFG5LC205578
#27 2020 Gray Dodge Durango	Detectives	1C4RDLFG3LC205577
#56 2016 Gray Ford F-150	Negotiator	1FTEW1C8XGKD59186
#42-028 Green 2000 Honda Accord	SOG	1HGCG5647YA056850
#67-2020 White Ford Explorer	SRO	1FMSK7DH1LGC20833
#33- 2021 Dodge Durango (Grey)	Detectives	1C4RDHFG0MC640664
#25- 2021 Dodge Durango (Blue)	Detectives	1C4RDHFG2MC640665
#78- 2021 Chevrolet Tahoe (Black)	Admin	1GNSCLED6MR367782
#14- 2005 Ford CV (Silver)	AI	2FAFP74W05X139072
#23- 2021 Dodge Durango (Black)	K9	1C4RDJFG7MC643584
#76- 2021 Ford Explorer (Black)	Admin	1FMSK7DH1MGC50240
#64- 2021 Chevy Tahoe (Black)	Admin	1GNSCLED7MR434583
#9938- 2022 Chevy Tahoe(Black)	Admin	1GNSCLEDXNR229938
#0114- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED2NR2300114
#0168- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED3NR230168
#0131- 2022 Chevy Tahoe(Black)	Admin	1GNSCLED2NR230131
#8539- 2022 Ford Explorer (Black)	K9	1FM5K8AW9NNA08539
#9946- 2023 Chevrolet Tahoe(Black)	SOG	1GNSCLED1PR189946
#9970-2023 Chevrolet Tahoe(Black)	SOG	1GNSCLED9PR189970
#5473-2021 Toyota Tundra (Black)	Detectives	5TFHY5F13MX005473
#5375-2024 GMC Sierra 1500 (Black)	Detectives	3GTPUJEK2RG285375
#57- 2008 Ford Expedition (White)	Admin	1FMFK155X8LA63479
#7862-2024 Chevy Silverado (White)	EOD	3GCUDAED4RG177862
#7833-2024 Chevy Silverado (White)	EOD	3GCUDAED8RG177833
#80-2009 Nissan Versa (White)	ADMIN	3N1B011E69L440503
#9953-2023 Chevrolet Tahoe (Black)	ADMIN	1GNSCLED9PR189953
#0435-2023 Chevrolet Tahoe (Black)	SOG	1GNSCLED3PR190435
#9939-2023 Chevrolet Tahoe (Black)	ADMIN	1GNSCLED4PR189939
#4885-2023 Dodge Charger (Black)	CID	2C3CDXKG3PH704885
#4862-2023 Dodge Charger (Black)	CID	2C3CDXKG2PH704862
#4864-2023 Dodge Charger (Black)	K9	2C3CDXKG6PH704864
#4872-2023 Dodge Charger (Black)	Narcotics	2C3CDXKG5PH704872
#42-004 2015 Ford F150 (Gray)	Admin	1FTEW1CF5FFB98655

64 Total Unmarked PD Vehicles

Chief John Quaka, Tupelo Police Department

Upon motion by Council Member _____, and seconded by Council Member _____ the matter was called to vote by the President with the Council Members voting as follows:

Council Member Ward 1 Mims _____

Council Member Ward 2 Bryan _____

Council Member Ward 3 Beard _____

Council Member Ward 4 Davis _____

Council Member Ward 5 Nolan _____

Council Member Ward 6 Gaston _____

Council Member Ward 7 Jones _____

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and that the above listed law enforcement vehicles are hereby declared exempt from the marking requirements of Section 25-1-87, on this the _____ day of _____, 20____

City of Tupelo, MS

_____

Lynn Bryan, Council President

Attest:

_____
Sandy Shumaker, Clerk of the Council

_____
Todd Jordan, Mayor

_____
Date

AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE August 12, 2026

SUBJECT: IN THE MATTER OF ACCEPTING A REQUEST FOR OUT OF COUNTRY TRAVEL IN REGARDS TO EXPLOSIVES AND WMD DETECTION **JQ**

Request:

Please accept this letter of request to allow Lt. Brenton Thornton (EOD Commander) to travel in partnership with other Civil Support Teams / Federal Agencies to Tashkent, Uzbekistan for a 10-day special training event. This training will center on Weapons of Mass Destruction / Nuclear Biological and Chemical incidents and scenarios.

TUPELO POLICE DEPARTMENT
TRAINING REQUEST

Name: Brenton Thornton Date: August 11, 2026

Describe training: (*Attach Course Description*)

A training event with multiple Civil Support Teams (CST), and other Agencies and assests.
Training will be on Mass WMD/NCB incidents and scenarios in Tashkent Uzbekistan a State Partner. This is a
follow on training from Operation Marlin Spike training from March of 2026 in Biloxi Ms.

How will training benefit the Department? (*Is this training beneficial?*)

This training will benefit the Department if ever dealing with a WMD or NBC device, provide knowledge of regional
and National assests that are available, and their capabilities. Tupelo Bomb Squad will be conducting training with State
and National assests.

Describe method of travel: City Vehicle/ Air/ Rental

Date(s) of Training **10/22/26 - 10/31/26**

Location: **Tashkent, Uzbekistan** Cost of Training: $ **Free**

Lodging: **$0.00** Per Diem: **$0.00** Total Cost: **Free**

Note: The travel expense reimbursement voucher must be completed and turned in within five days after completon of school

Approved	*Not Approved*	*Initials*	
			Supervisor
✓		SB	*Captain*
✓		DM	*Academy Director*
			Major of Operations/Support
			Deputy Chief
✓		JQ	*Chief of Police*

Comments:

Upon completion of training, copies of certificates should be turned into the Training Director.

CITY of TUPELO TRAVEL AUTHORIZATION

In-State ☐ Out-of-State ☐ Out-of-Country ☑ Travel Advance ☐

TO BE COMPLETED BY TRAVELER

Name: Brenton Thornton Title: LT.

Department Name: Police Division Name: Bomb Squad

Travel Date From: 10/22/26 To: 10/31/26 Destination(s): Tashkent, Uzbekistan

Conference/Meeting Name: Joint Training with Civil Support Team

Purpose of Travel: Training will be on mass WMD/ NCB incidents and scenarios.

Travel Advance Amount: 0 Prior to Trip Expense Authorized: ☐ or ☐

Total Estimated Cost: $50 fuel Fund Source: General or Special *Complete Payment Info below, if known.*

Total Actual Cost: 0 Difference in Estimated and Actual Cost: _____

Signature: Brenton Thornton Date: 8.11.26

TO BE COMPLETED BY DEPARTMENT

Division Approval: John Quaka Title: Chief of Police Date: 8.11.26

COO Approval: Don Lewis Title: COO Date: 8.11.26

INSTRUCTIONS FOR TRAVEL AUTHORIZATION

1. A separate form must be completed for each traveler and travel type (e.g., in-state, out-of-state, out-of country).
2. Complete all applicable items and obtain approval COO PRIOR to commencing travel.
3. All travel outside the continental limits of the United States must be approved by the Tupelo City Council prior to departure.
4. Be as accurate as possible in estimating costs, including gratuities, taxis, or any other applicable travel expenses.
5. The travel advance should include travel related costs paid by the traveler, not expenses paid directly by the city (e.g. pre-paid registration, travel account charges). If an advance is not settled within 10 working days after the end of the month in which travel is completed, the traveler's paycheck WILL be held until the debt to the City is resolved. Only two outstanding advances are allowed at any time. Additional advances require City Council approval.
6. The Prior to Trip Expense authorization is granted for any lodging or public transportation purchases to be paid by the traveler prior to traveling.
7. A copy of this approved form along with supporting documentation must be submitted with the travel advance or travel voucher form in order to receive reimbursement.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director of Parks and Recreation

DATE August 18, 2026

SUBJECT: IN THE MATTER OF DONATION OF FUNDS FROM TUPELO SPORTS COUNCIL **AF**

Request:

The Tupelo Sports Council would like to donate $6,000.00 to the City of Tupelo. See below.

NOTE:

$4300.00 for Challenger Program.
$1700.00 for Irrigation Controller at Baseball Complex.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works Director

DATE August 10, 2026

SUBJECT: IN THE MATTER OF BID AWARD APPROVAL S. FEEMSTER LAKE RD BOX CULVERT BID NO. 2026-035PW - **KWK**

Request:

Please find the attached recommendation letter from ESI to award the S. Feemster Lake Rd. Box Culvert Bid No. 2026-035PW to lowest and best bid –

EnSCOR, LLC	$429,559.00

6 Bidders Responded

STE-BIL Grading	$499,668.00
TM Production LLC	$526,867.40
Phillips Contracting	$646,228.50
Glasgow Construction Co. Inc.	$705,591.00
Cook and Son LLC	$708,074.31

ESI
ENGINEERING SOLUTIONS INC

Excellence In Engineering
www.esi-ms.com

August 07, 2026 T25-330

City of Tupelo
71 East Troy Street
Tupelo, MS 38804
Attention: Kelly Knight

SOUTH FEEMSTER LAKE ROAD BOX CULVERTTHOMAS STREET
(BID # 2026-035PW)

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

You will note that EnSCOR, LLC. of Arlington, TN, submitted the lowest bid in the amount of $429,559.00.

The Engineer's estimate was $548,833.00. Based on these prices we recommend awarding the contract to the low bidder.

Those in attendance at the bid opening were:

Cade Armstrong	City of Tupelo
Drew Hogan	Phillips Contracting Co.
Jason Hood	Cook and Son
Keith Glasgow	Glasgow Construction
Kelly Knight	City of Tupelo
Randy Hathcock	Engineering Solutions, Inc.
Hayden Harris	Engineering Solutions, Inc.
Stephen Reed	City of Tupelo
Don Lewis	City of Tupelo
Ben Logan	City of Tupelo

John White, PE, PLS

TABULATION OF BIDS
South Feemster Lake Rd Box Culvert
City of Tupelo, MS
Project No. T25-330 (BID # 2026-035PW)

BIDS RECEIVED August 06, 2026 @ 10:00				Engineer Estimate		EnSCOR,LLC 5566 Commander Drive Arlington, TN		STE- BIL Grading 170 Hwy 310 Waterford, MS		TM Production LLC 241 Bugg Street West Point, MS	
Item No.	**Item**	**Quantity**	**Units**	**Unit Costs**	**Item Total**	**Unit Costs**	**Item Total**	**Unit Costs**	**Item Total**	**Unit Costs**	**Item Total**
1	Mobilization	1	LS	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$35,000.00	$35,000.00	$65,000.00	$65,000.00
2	Clearing and Grubbing	1	LS	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$50,000.00	$50,000.00	$6,500.00	$6,500.00
3	Removal of Pavement (All Types)	265	SY	$20.00	$5,300.00	$10.00	$2,650.00	$10.00	$2,650.00	$12.00	$3,180.00
4	Removal of Junction Box	1	EA	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$4,000.00	$4,000.00
5	Removal of Inlet	1	EA	$750.00	$750.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$4,000.00	$4,000.00
6	Removal of 84" CMP	132	LF	$125.00	$16,500.00	$38.00	$5,016.00	$25.00	$3,300.00	$25.00	$3,300.00
7	Removal of Block Headwall	1	EA	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00	$4,500.00	$4,500.00
8	Removal of Pipes (All Other Sizes and Types)	115	LF	$25.00	$2,875.00	$20.00	$2,300.00	$20.00	$2,300.00	$15.00	$1,725.00
9	Remove and Replace Mailbox	2	EA	$500.00	$1,000.00	$200.00	$400.00	$250.00	$500.00	$1,000.00	$2,000.00
10	16"x0.3125" Open Trench Steel Encasement	40	LF	$175.00	$7,000.00	$250.00	$10,000.00	$200.00	$8,000.00	$120.00	$4,800.00
11	Erosion Control Measures	1	LS	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
12	Dewatering	1	LS	$15,000.00	$15,000.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$5,000.00	$5,000.00
13	Structure Excavation	1,820	CY	$15.00	$27,300.00	$10.00	$18,200.00	$25.00	$45,500.00	$12.00	$21,840.00
14	Select Borrow Material	1,050	CY	$25.00	$26,250.00	$20.00	$21,000.00	$20.00	$21,000.00	$25.00	$26,250.00
15	Class "B" Structural Concrete, Per Plans	163	CY	$1,025.00	$167,075.00	$827.00	$134,801.00	$700.00	$114,100.00	$1,000.00	$163,000.00
16	Reinforcing Steel	28,704	LB	$2.00	$57,408.00	$1.75	$50,232.00	$2.00	$57,408.00	$1.85	$53,102.40
17	Hot Mix Asphalt, St (9.5 MM)	62	TON	$250.00	$15,500.00	$275.00	$17,050.00	$300.00	$18,600.00	$300.00	$18,600.00
18	Granular Material, Crushed Stone	70	CY	$100.00	$7,000.00	$100.00	$7,000.00	$110.00	$7,700.00	$85.00	$5,950.00
19	Concrete Driveway (With Reinforcement)	50	SY	$90.00	$4,500.00	$144.00	$7,200.00	$75.00	$3,750.00	$100.00	$5,000.00
20	Bedding Material (Type 1 DOT Aggregate)	120	CY	$100.00	$12,000.00	$27.00	$3,240.00	$40.00	$4,800.00	$85.00	$10,200.00
21	Bedding Material (Crushed Stone)	40	CY	$100.00	$4,000.00	$27.00	$1,080.00	$40.00	$1,600.00	$85.00	$3,400.00
22	15" HP Pipe	30	LF	$40.00	$1,200.00	$75.00	$2,250.00	$40.00	$1,200.00	$36.00	$1,080.00
23	18" HP Pipe	220	LF	$50.00	$11,000.00	$75.00	$16,500.00	$45.00	$9,900.00	$45.00	$9,900.00
24	Grate Inlet	2	EA	$5,000.00	$10,000.00	$4,000.00	$8,000.00	$3,000.00	$6,000.00	$2,000.00	$4,000.00
25	200 # Rip Rap	200	TON	$80.00	$16,000.00	$67.00	$13,400.00	$75.00	$15,000.00	$95.00	$19,000.00
26	Geotextile Fabric	200	SY	$6.00	$1,200.00	$5.00	$1,000.00	$5.00	$1,000.00	$4.00	$800.00
27	Temporary Stream Diversion	1	EA	$25,000.00	$25,000.00	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$5,500.00	$5,500.00
28	Solid Sodding	530	SY	$7.50	$3,975.00	$8.00	$4,240.00	$12.00	$6,360.00	$8.00	$4,240.00
29	Construction Fencing	400	LF	$5.00	$2,000.00	$5.00	$2,000.00	$5.00	$2,000.00	$20.00	$8,000.00
30	Maintenance of Traffic	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$7,500.00	$7,500.00	$5,500.00	$5,500.00
	Contingency Allowance				$50,000.00		$50,000.00		$50,000.00		$50,000.00
	Total Bid				**$548,833.00**		**$429,559.00**		**$499,668.00**		**$526,867.40**

BIDS RECEIVED August 06, 2026 @ 10:00				Phillips Contracting P.O. Box 7530 Columbus, MS		Glasgow Construction Co Inc 1872 11th Avenue Guin, AL		Cook And Son LLC 60150 Seminole Road Smithville, MS	
Item No.	Item	Quantity	Units	Unit Costs	Item Total	Unit Costs	Item Total	Unit Costs	Item Total
1	Mobilization	1	LS	$30,000.00	$30,000.00	$46,000.00	$46,000.00	$55,413.31	$55,413.31
2	Clearing and Grubbing	1	LS	$10,000.00	$10,000.00	$16,000.00	$16,000.00	$20,000.00	$20,000.00
3	Removal of Pavement (All Types)	265	SY	$20.00	$5,300.00	$10.00	$2,650.00	$20.00	$5,300.00
4	Removal of Junction Box	1	EA	$1,000.00	$1,000.00	$800.00	$800.00	$5,000.00	$5,000.00
5	Removal of Inlet	1	EA	$1,000.00	$1,000.00	$600.00	$600.00	$5,000.00	$5,000.00
6	Removal of 84" CMP	132	LF	$60.00	$7,920.00	$132.00	$17,424.00	$100.00	$13,200.00
7	Removal of Block Headwall	1	EA	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
8	Removal of Pipes (All Other Sizes and Types)	115	LF	$60.00	$6,900.00	$35.00	$4,025.00	$20.00	$2,300.00
9	Remove and Replace Mailbox	2	EA	$600.00	$1,200.00	$500.00	$1,000.00	$250.00	$500.00
10	16"x0.3125" Open Trench Steel Encasement	40	LF	$250.00	$10,000.00	$220.00	$8,800.00	$625.00	$25,000.00
11	Erosion Control Measures	1	LS	$5,000.00	$5,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
12	Dewatering	1	LS	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$40,000.00	$40,000.00
13	Structure Excavation	1,820	CY	$17.85	$32,487.00	$30.00	$54,600.00	$35.00	$63,700.00
14	Select Borrow Material	1,050	CY	$30.15	$31,657.50	$75.00	$78,750.00	$37.00	$38,850.00
15	Class "B" Structural Concrete, Per Plans	163	CY	$1,560.00	$254,280.00	$1,300.00	$211,900.00	$1,025.00	$167,075.00
16	Reinforcing Steel	28,704	LB	$1.00	$28,704.00	$2.00	$57,408.00	$1.50	$43,056.00
17	Hot Mix Asphalt, St (9.5 MM)	62	TON	$235.00	$14,570.00	$247.00	$15,314.00	$430.00	$26,660.00
18	Granular Material, Crushed Stone	70	CY	$195.00	$13,650.00	$100.00	$7,000.00	$111.00	$7,770.00
19	Concrete Driveway (With Reinforcement)	50	SY	$250.00	$12,500.00	$210.00	$10,500.00	$110.00	$5,500.00
20	Bedding Material (Type 1 DOT Aggregate)	120	CY	$110.00	$13,200.00	$121.00	$14,520.00	$158.00	$18,960.00
21	Bedding Material (Crushed Stone)	40	CY	$110.00	$4,400.00	$140.00	$5,600.00	$30.00	$1,200.00
22	15" HP Pipe	30	LF	$146.00	$4,380.00	$50.00	$1,500.00	$75.00	$2,250.00
23	18" HP Pipe	220	LF	$104.00	$22,880.00	$65.00	$14,300.00	$100.00	$22,000.00
24	Grate Inlet	2	EA	$7,500.00	$15,000.00	$2,700.00	$5,400.00	$9,000.00	$18,000.00
25	200 # Rip Rap	200	TON	$67.00	$13,400.00	$75.00	$15,000.00	$120.00	$24,000.00
26	Geotextile Fabric	200	SY	$3.50	$700.00	$7.00	$1,400.00	$3.00	$600.00
27	Temporary Stream Diversion	1	EA	$29,500.00	$29,500.00	$10,000.00	$10,000.00	$15,000.00	$15,000.00
28	Solid Sodding	530	SY	$17.00	$9,010.00	$20.00	$10,600.00	$8.00	$4,240.00
29	Construction Fencing	400	LF	$9.60	$3,840.00	$25.00	$10,000.00	$10.00	$4,000.00
30	Maintenance of Traffic	1	LS	$7,250.00	$7,250.00	$7,000.00	$7,000.00	$6,000.00	$6,000.00
	Contingency Allowance				$50,000.00		$50,000.00		$50,000.00
	Total Bid				**$646,228.50**		**$705,591.00**		**$708,074.31**

SOUTH FEEMSTER LAKE ROAD
BOX CULVERT
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2026-035PW)(07-27-26)

Proposal of ENSCOR, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi, doing business as LLC .*

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

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

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date specified in the NOTICE TO PROCEED and to fully complete the project within 75 consecutive calendar days. BIDDER further agrees to pay as penalty, the sum of $500 for each working day after applicable completion dates per each phase of work as provided in the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

#1 :. 7-27-26 ; #2 :. 7-29-26

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

SOUTH FEEMSTER LAKE ROAD
BOX CULVERT
CITY OF TUPELO, MISSISSIPPI

BID PROPOSAL (# 2026-035PW)(07-27-26)

The BIDDER agrees to perform all WORK for the construction of SOUTH FEEMSTER LAKE ROAD BOX CULVERT as described in the CONTRACT DOCUMENTS and shown on the Construction Plans for the following Unit Prices within the times specified in the Contract Agreement subsequent to the date specified in the NOTICE TO PROCEED.

CONTRACT – SOUTH FEEMSTER LAKE ROAD BOX CULVERT

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE IN WORDS AND FIGURES	TOTAL PRICE
1.	Mobilization	1 L.S.	Twenty Thousand Dollars #20,000.00	$ 20,000.00
2.	Clearing & Grubbing	1 L.S.	Fifteen Thousand Dollars #15,000.00	$ 15,000.00
3.	Removal of Pavement (All Types)	265 S.Y.	Ten Dollars 10.00	$ 2,650.00
4.	Removal of Junction Box	1 Each	One Thousand Dollars 1,000.00	$ 1,000.00
5.	Removal of Inlet	1 Each	One Thousand Dollars 1,000.00	$ 1,000.00
6.	Removal of 84" CMP	132 L.F.	Thirty Eight Dollars 38.00	$ 5016.00
7.	Removal of Block Headwall	1 Each	One Thousand Five Hundred Dollars 1,500.00	$ 1,500.00

8.	Removal of Pipes (All Other Sizes and Types)	115 L.F.	Twenty Dollars 20.00	$ 2300.00
9.	Remove and Replace Mailbox Appurtenances	2 Each	Two Hundred Dollars #200.00	$ 400.00
10.	16"x0.3125" Open Trench Steel Encasement	40 L.F.	Two Hundred Fifty Dollars #250.00	$ 10,000.00
11.	Erosion Control Measures	1 L.S.	Two Thousand Five Hundred Dollars #2500.00	$ 2500.00
12.	Dewatering	1 L.S.	One Thousand Dollars 1,000.00	$ 1000.00
13.	Structure Excavation	1,820 C.Y.	Ten Dollars #10.00	$ 18,200.00
14.	Select Borrow Material	1,050 C.Y.	Twenty Dollars #20.00	$ 21,000.00
15.	Class "B" Structural Concrete, Per Plans	163 C.Y.	Eight Hundred Twenty Seven Dollars #827.00	$ 134,801.00
16.	Reinforcing Steel	28,704 LB	One Dollar Seventy Five Cents 1.75	$ 50,232.00
17.	Hot Mix Asphalt, MT (9.5 mm)	62 TON	Two Hundred Seventy Five Dollars #275.00	$ 17,050.00
18.	Granular Material (Crushed Stone)	70 C.Y.	One Hundred Dollars #100.00	$ 7000.00

19.	Concrete Driveways With Reinforcement	50 S.Y.	ONE HUNDRED FORTY FOUR DOLLARS 144.00	$ 7200.00
20.	Bedding Material (Type 1 DOT Aggregate)	120 S.Y.	TWENTY SEVEN DOLLARS #27.00	$ 3240.00
21.	Bedding Material (Crushed Stone)	40 S.Y.	TWENTY SEVEN DOLLARS #27.00	$ 1080.00
22.	15" HP Pipe	30 L.F.	SEVENTY FIVE DOLLARS #75.00	$ 2250.00
23.	18" HP Pipe	220 L.F.	SEVENTY FIVE DOLLARS #75.00	$ 16,500.00
24.	Grate Inlet	2 Each	FOUR THOUSAND DOLLARS #4,000.00	$ 8,000.00
25.	200# Rock Rip Rap	200 Ton	SIXTY SEVEN DOLLARS #67.00	$ 13,400.00
26.	Geotextile Fabric	200 S.Y.	FIVE DOLLARS 5.00	$ 1000.00
27.	Temporary Stream Diversion	1 Each	FIVE THOUSAND DOLLARS #5000.00	$ 5000.00
28.	Solid Sodding	530 S.Y.	EIGHT DOLLARS #8.00	$ 4240.00
29.	Construction Fencing	400 L.F.	FIVE DOLLARS #5.00	$ 2000.00

30.	Maintenance of Traffic	1 L.S.	FIVE THOUSAND DOLLARS #5000.00	$	5000.00

Contingency Allowance for Latent Conditions* $ 50,000.00

TOTAL OF BID ITEMS (1-30 plus Contingency Allowance) $ 429,559.00

$ FOUR HUNDRED TWENTY NINE THOUSAND FIVE HUNDRED
(TOTAL IN WORDS) FIFTY NINE DOLLARS

* Use of contingency for Latent Conditions shall be specifically authorized in writing upon approval by authorized Owner Representative. The Contractor shall provide detailed cost information to clearly illustrate that the unit cost basis of the labor and materials are in line with the competitive pricing of the original contracted work. A final accounting of all contingency funds used will be made by issuance of a change order at the end of the project. At close-out of Contract, funds remaining in Contingency will be credited to owner by Change Order.

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

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

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

RESPECTFULLY SUBMITTED:

Company ENSIGOR, LLC

Signature

Title OWNER

Address 5566 COMMANDER DR.
ARLINGTON, TN 38002

Attest:
SEAL (if Bid is by a Corporation)

ENSCOR

"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.]

SOUTH FEEMSTER LAKE ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI

BID BOND

Know all men by these presents, that we, the undersigned, ENSCOR, LLC,
as Principal, and THE CINCINNATI INSURANCE COMPANY
as Surety, are hereby held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, as OWNER in the Penal sum of 5% PERCENT OF THE TOTAL BID AMOUNT for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 6TH day of AUGUST, 2026.

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

SOUTH FEEMSTER LAKE ROAD BOX CULVERT

Now, therefore,

(a) If said BID shall be rejected, or in the alternate,
(b) If said BID shall be accepted and the Principle shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection there with, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)
(Principal)

THE CINCINNATI INSURANCE COMPANY
(Surety)

By: _____

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.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Charlie Pittard, Clark Gabriel Kelman, Kirk White Riggins, Sandra Lynn Seligh, Vicki L Black, Tracy Whitney Brumley

of CORDOVA, TN
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Forty Million Dollars and 00/100 ($40,000,000.00)

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO)SS
COUNTY OF BUTLER)

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 6TH day of AUGUST , 2026 .

BN-1457 (3/21)

Minute Entry Sign Up Sheet

Date: 8/6/2026
Time: 10:00

Bid # 2026-035PW Department: PW

Project: SOUTH FEEEMSTER LAKE ROAD BOX CULVERT

Attendance	Company
Cade Armstrong	COT
Drew Hogan	Phillips Contracting
JASON Hood	Cook and Son
Keith Glasgow	Glasgow Construction
Kelly Kuiper	COT
Ricky Hathcock	E.S.T
Hayden Harris	ESI
Stephen Reed	COT
Don Lewis	COT
Ben Logan	COT

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works Director

DATE August 12, 2026

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL FOR BID NO. 2026-030PW BRIDGE REPAIR FOR BRIDGE 69 COLONIAL ESTATES RD AND BRIDGE 97 RANKIN BLVD EXT - **KWK**

Request:

We are requesting the contract approval for the Bridge Repair Project for Bridge 69 Colonial Estates Rd and Bridge 97 Rankin Blvd Ext Bid No. 2026-030PW.

The bid was awarded to M&N Excavators, Inc. on Council Date 07/21/26.

COOK COGGIN ENGINEERS, INC.
CONSULTANTS

SPECIFICATIONS

AND

EXECUTED CONTRACT DOCUMENTS

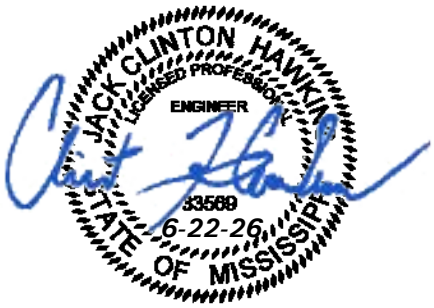
FOR

BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD)
& BRIDGE #97 (RANKIN BLVD. EXTENDED)

FOR

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI



BID NO 2026-030PW
CCE 3-10289-26P

JUNE 2026

703 Crossover Road ● Tupelo, MS 38801 ● (662) 842-7381 / FAX (662) 844-4564

SPECIFICATIONS

AND

CONTRACT DOCUMENTS

FOR

BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) & BRIDGE #97 (RANKIN BLVD. EXTENDED)

FOR

CITY OF TUPELO

LEE COUNTY, MISSISSIPPI

CITY OF TUPELO
Mayor Todd Jordan

Alder(wo)men:
Janet Gaston
Lynn Bryan
Travis Beard
Nettie Davis
Bently Nolan
Chad Mims
Rosie Jones

Ben Logan, City Attorney
Kim Hanna, Chief Financial Officer

COOK COGGIN ENGINEERS, INC.
703 Crossover Road
Tupelo Mississippi 38801

ASSEMBLY OF SPECIFICATIONS AND CONTRACT DOCUMENTS
BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD)
& BRIDGE #97 (RANKIN BLVD. EXTENDED)
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

CONTRACTS:

00 11 13	Advertisement for Bids
00 21 13	Instructions for Bidders
00 41 43	Bid Form
00 43 13	Bid Bond
00 51 00	Notice of Award
00 52 13	Contract Agreement
00 55 00	Notice to Proceed
00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 62 00	Owners Attorney
00 71 99	Certificate of Liability Insurance (Sample Form)
00 72 00	General Conditions
00 72 02	Mandatory Addendum to Tupelo Contracts
00 73 01	Supplemental General Conditions

SPECIFICATIONS:

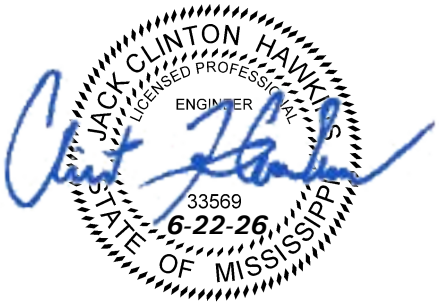
01 06 02	General Specifications for Bridge Improvements

SPECIAL PROVISIONS:

SS 901-S-803-1	LRFD Drive Pile Specifications
SS 901-S-804-1	Concrete Bridges & Structures

SPECIFICATIONS BY REFERENCE:

Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition



ADVERTISEMENT FOR BIDS

Separate and sealed bids or electronic bids for the construction of ***BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) & BRIDGE #97 (RANKIN BLVD. EXTENDED), BID NO. 2026-030PW*** will be received by the ***CITY OF TUPELO*** until ***10:00 A.M.*** on ***THURSDAY THE 9TH DAY OF JULY 2026*** and then at said office publicly opened and read aloud. Sealed bids will be received until the designated date and time at ***TUPELO CITY HALL, TAX OFFICE, ATTENTION: CADE ARMSTRONG, 71 EAST TROY STREET, TUPELO, MS 38804.*** Electronic bids will be received until the date and time via electronic online submission through www.cceplanroom.com.

This project consists of pile splicing and other associated bridge repairs.

The Contract Documents may be examined at the following locations: ***TUPELO CITY HALL, 71 EAST TROY STREET, TUPELO, MS 38804,*** and Cook Coggin Engineers, Inc., 703 Crossover Road, Tupelo, Mississippi 38801.

Registering for a free account at www.cceplanroom.com will enable bidders to view and/or order Contract Documents online. The only requirement for account registration is a valid email address. Questions regarding website registration or online orders shall be directed to Plan House Printing at (662) 407-0193.

Contract Documents are issued to potential Bidders from Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804. Bidders may opt to purchase Contract Documents online at www.cceplanroom.com. All payments for Bid Documents are non-refundable and shall be made payable to Plan House Printing and Graphics, 607 West Main Street, Tupelo, MS 38804.

Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by Plan House Printing, on behalf of the Engineer, and whose name appears on the official list of Plan holders maintained by Plan House Printing.

Each bidder must deposit with this bid, security in the amount, form and subject to the conditions provided in the Information for Bidders. For Bidders submitting bids electronically, the bond submitted must be either a bond issued by the Surety in electronic format or the original hard copy of the bid bond must be submitted to the ***CITY OF TUPELO, TAX OFFICE, ATTENTION: CADE ARMSTRONG, 71 EAST TROY STREET, TUPELO, MISSISSIPPI 38804***, prior to bid opening in order for the bid to be valid.

No Bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Simultaneously with his delivery of the executed contract, the Contractor shall furnish surety bonds subject to the conditions provided in the Information for Bidders.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

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.

A conditional or qualified Bid will not be accepted. Award will be made to the lowest or best responsible, responsive Bidder.

The Owner reserves the right to waive any informality or to reject any or all Bids.

CITY OF TUPELO
MAYOR TODD JORDAN

Publish: June 5, 12, 2026

INSTRUCTIONS FOR BIDDERS

Bids will be received by the Owner at the time and place designated in the Advertisement for Bids, and then at said office publicly opened and read aloud.

BIDDING As a condition precedent to the opening of a Bid, Bids, when submitted as a paper version shall be sealed in a plain envelope with the following listed information plainly written on the outside or face of the envelope.

(1) Addressee: Name of the Owner

(2) For: Name of the project and contract designation for which the Bid is submitted.

(3) Bid of: Name of Person or Firm submitting the Bid.

(4) Permanent Address of the Bidder: Post Office Box Number, or Street Address, and the City and State of the Bidder.

(5) Certification: Certificate of Responsibility Number as issued by the Mississippi State Board of Public Contractors or a statement signifying the Bid is not in excess of $50,000.00.

PAPER BIDS If a Bid is delivered by mail or commercial courier, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed as above.

ELECTRONIC BIDS **Electronic bidding ONLY applies when the ADVERTISEMENT FOR BIDS indicates Electronic Bidding,**

As a condition precedent to the opening of a Bid, Bids submitted electronically shall meet the same functional and documentary requirements (Bid Form, Bid Bond, documents, certifications, attachments, etc.) as above for Bids submitted in paper form. Unless provided for otherwise, Bids submitted electronically shall be scanned images of completely executed bid documents delivered to the Owner in Portable Document Format (PDF). Bids may be submitted electronically either as an assembly in a single bookmarked PDF file or as an ordered series of multiple PDF files. The first page of the PDF assembly, or the first PDF file in an ordered series of multiple file Bids, shall display the same information that is required to be written on the outside or face of the envelope for Bids submitted in paper form. Bids submitted electronically that are corrupt or have corrupted attachments will not be considered.

ALL BIDS (PAPER OR ELECTRONIC) The Bidder's contract designation as issued by the Mississippi State Board of Contractors must coincide with the type of project he is bidding.

Bids will be accepted only under the name of the Bidder to whom contract documents have been issued by the plan house designated on the advertisement for bids, on behalf of the Engineer, and whose name appears on the official list of Planholders maintained by the Owner.

No Bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time receiving Bids must be submitted when required by the Owner.

All Bids must be made on the required Bid Form with all Addenda acknowledged. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.

When a non-resident contractor submits a Bid for a Mississippi public project, he shall submit with the Bid a copy of his resident State's current law pertaining to such State's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527, Laws of 1988. Bidders residing in the states having no contractor preference law shall so state in a letter on contractor's letterhead submitted with his Bid.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Each Bidder is responsible for inspecting the site and 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. Bidders must satisfy themselves of the accuracy of any estimated quantities on the Bid Form by examination of the site and a review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The Owner shall provide to Bidders prior to Bidding, information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent of the

total amount of the Bid and have as a surety thereon a Surety company currently authorized and licensed in good standing to conduct business within the State. Bid Bonds shall be executed by a Mississippi agent or a qualified nonresident agent. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State to represent Surety companies. A certified check may be used in lieu of a Bid Bond.

A conditional or qualified Bid will not be accepted.

AWARD The Owner has the right to reject any and all Bids.

The award will be made based on the lowest and best bid for the base bid or for the base bid and any combination of alternate bids, as the Owner chooses.

The responsiveness of the Bidder will be determined by the completeness and regularity of the Bid, without excisions or special conditions and having no alternative Bids for any items unless provided for on the Bid Form. The responsibility of the Bidder will be determined by whether or not he maintains a permanent place of business, has adequate plant equipment to do the work properly and within the time limit that is established and has adequate financial status to meet his obligations contingent to the work.

Performance and Payment Bonds and Certificates of Insurance are NOT REQUIRED for MATERIAL ONLY CONTRACTS.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety listed on the Treasury Department's most current list (Circular 570 as amended), approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) calendar days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND, CERTIFICATES OF INSURANCE and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement, and issue a NOTICE TO PROCEED. Should the

OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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 any 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 obligations of the Agreement and to complete the WORK contemplated therein.

THE CONTRACT Where all or part of the work is to be unit price work, the estimated item quantities set out in the Bid form are not guaranteed and are solely for the purpose of comparison of Bids; payment will be made on the actual quantity of each item installed and accepted. It is understood that the quantities of items may be increased and decreased for which payment will be made at the unit price Bid. It is also understood that the location of some work items may be changed from that shown on the drawings and such change in location shall be made at the unit price Bid for the various items of work involved.

Included in these documents is the "Prime Consultant/Contractors EEV Certification and Agreement". This document must be executed and made part of the contract after award. It does not have to be executed at the time of the bidding.

If multiple contracts are bid, each contract will be amended by strikethrough of non-applicable contract wording to clearly identify which contract is being awarded. The following sections will be amended in this manner: 00 51 00 Notice of Award, 00 52 13 Contract Agreement, 00 55 00 Notice to Proceed, 00 61 13.13 Performance Bond, 00 61 13.16 Payment Bond.

INTERPRETATIONS AND ADDENDA Should a Bidder find discrepancies in, or omissions from the specifications or other contract documents, or should he be in doubt as to the meaning of any part thereof, he should at once submit to COOK COGGIN ENGINEERS, INC., P.O. Box 1526, Tupelo, Mississippi 38802, a written request for an interpretation. No oral interpretation will be made to any Bidder as to the meaning of any of the Contract Documents, or no oral interpretation shall be effective to modify any of the provisions of the contract documents. The Engineers will make interpretations by duly issued Addenda which will be mailed or delivered to Bidders of record receiving copies of the Contract Documents; and neither the Owner nor the Engineers will be responsible for any other explanation or interpretation of the documents.

STORM WATER POLLUTION PREVENTION The Mississippi Department of Environmental Quality (MDEQ) is the National Pollutant Discharge Elimination System (NPDES) permit authority for the State of Mississippi. Current regulations require NPDES stormwater construction discharge permit coverage for construction activities which disturb one or more acres of land, or less than one acre if part of a larger common plan of development or sale.

BID FORM

Proposal of M+N Excavators, Inc.

(hereinafter called "Bidder"), organized and existing under the laws of the State of Kansas, doing business as a Corporation

* to ***CITY OF TUPELO*** (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for ***BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) BRIDGE #97 – (RANKIN BLVD. EXTENDED)*** in strict accordance with the Contract Documents, within the time set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on the date to be specified in the Notice to Proceed and to fully complete the project within 45 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of $800.00 for each consecutive calendar day thereafter as provided in Article 14 of the General Conditions, said amount to cover the cost of additional resident inspection.

Bidder acknowledges receipt of the following addendum:

NONE

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

Bidder agrees to perform all work described in the Contract Documents for the following unit prices or lump sum:

Project #10289

BID SCHEDULE

Each bid item unit price shall include all applicable taxes and fees.

Write/Type unit prices and bid prices, as clearly as possible, in number format.

Item No.	Item Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
BRIDGE REPAIR FOR BRIDGES #69 & 97 (COLONIAL ESTATES RD & RANKIN BLVD EXT)					
BASE BID					
1	Mobilization	1	LS	$ 15500.00	$ 15500.00
2	Maintenance of Traffic	1	LS	$ 11000.00	$ 11000.00
3	Piling Splices	90	LinFt	$ 865.00	$ 77850.00
4	Bridge Concrete, Class "B"	7	CuYd	$ 4250.00	$ 29750.00
5	Reinforcement	327	Lbs	$ 18.00	$ 5886.00
6	3-1/2" x 3-1/2" x 5/16" Angle Bracing	234	LinFt	$ 98.00	$ 22932.00
7	Floating Turbidity Curtain	150	LinFt	$ 0.01	$ 1.50
				TOTAL BASE BID PRICE	$ 162,919.50

PROPOSED SUBCONTRACTORS

In accordance with General Condition 6.15.4, the Contractor shall not award to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Subcontractor	Address	Work to be Subcontracted	Amount
Riverside Traffic Systems, Inc.	1283 St. Hwy 178 W. New Albany, MS 38652		
		Maintenance of Traffic	$11,000.00

All of the above prices shall include all labor, materials, taxes, overhead, profit, bonds, insurance, and other costs necessary to cover the finished work of the several kinds called for.

Bidder acknowledges that (1) each unit price provided includes an amount considered by the Bidder to be adequate to cover the Contractor's overhead and profit for each separately identified item, (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, (3) up to a ten percent reduction in the quantities for unit priced items may be applied to establish a construction contract amount that is within the funds available for construction and (4) final payment for all unit priced bid items will be based on actual quantities, determined as set forth in the Contract Documents.

IT IS UNDERSTOOD THAT THE CONTRACT WILL BE AWARDED BASED ON THE TOTAL BASE BID OR ON THE BASE BID AND ANY COMBINATION OF ALTERNATE BIDS AS THE OWNER CHOOSES.

UNIT PRICED ITEMS INCLUDED IN ANY ALTERNATE BIDS THAT HAVE THE SAME ITEM NUMBER AND ITEM DESCRIPTION AS FOR THE BASE BID SHALL BE OFFERED AT THE SAME UNIT PRICE IN ANY ALTERNATE BID AS OFFERED IN THE BASE BID.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 calendar days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions.

The bid security attached in the sum of 5% of _____

_____ Dollars, ($ 162,919.50) (5% of the Total Bid) is to become the property of the Owner in the event the contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder hereby certifies that he is a:

✓ Resident Contractor _____ Non-Resident Contractor
(See Information for Bidders)

Respectfully submitted this the 9th day of July, 2026.

By _____ Title President

Company M+N Excavators, Inc.

Address 19 CR 418, Oxford, MS 38655

Phone 662-380-5285

Employer Identification No. 831628283

Email Address Carry.gillespie@mnexc.com

SEAL (If bid is by a corporation.)

M & N Excavators, Inc. CORPORATE SEAL 2020 KANSAS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, M & N Excavators, Inc.

as Principal, and Allegheny Casualty Company

as Surety, are hereby held and firmly bound unto ***CITY OF TUPELO*** , as owner in the penal sum of Five Percent (5%) of the Amount Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 9th day of July, 20 26.

The condition of the above obligation is such that whereas the Principal has submitted to ***CITY OF TUPELO*** a certain Bid, attached hereto and hereby made a part hereof to enter into contract in writing, for the ***BRIDGE REPAIR FOR BRIDGE #69 – (COLONIAL ESTATES RD) BRIDGE #97 – (RANKIN BLVD. EXTENDED)***

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

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

M & N Excavators, Inc., 19 County Road 418, Oxford, MS 38655

Larry Gillespie, President

Principal

M & N Excavators, Inc. CORPORATE SEAL 2020 MISSISSIPPI

Allegheny Casualty Company, One Newark Center, 20th Floor, Newark, NJ 07102 (800) 333-4167

Surety

SEAL

By:

Veronica Lawver, Attorney-in-Fact
MS License No. 10778118

allegheny
CASUALTY COMPANY
One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207
PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Marina Tapia, Rachel A Mullen, KD Wapato, Abigail E Curtiss, Debra J Scarborough, Christy M Braile, Teresa D Kelly, Caitlyn Magennis, Lourdes Scheel, Hillary D Shepard, Sandra Corona, Walker Wilks, Ivette Bustos, Chase Seyforth, Robert F. Laing, Veronica Lawver, Maegen I Allhands, Jason Fomenko, Kathleen Coen, Adam Martin, Amy S Fulton, Kristin D Thurber, Erin C Lavin, April M. Terbay, Danielle R. Capps, Kayla A. Woodward, Rebecca S. Leal

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **ALLEGHENY CASUALTY COMPANY** has executed and attested these presents on this 31st day of December 2021

ALLEGHENY CASUALTY COMPANY CORPORATE SEAL 1936 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

Robert Kerenick
Vice President, ALLEGHENY CASUALTY COMPANY

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.

Michele A. Aleman NOTARY PUBLIC 10-15-2023 NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Michele A Aleman, a Notary Public of New Jersey

CERTIFICATION

I, the undersigned officer of **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 9th day of July, 2026.

ALLEGHENY CASUALTY COMPANY CORPORATE SEAL 1936 NEW JERSEY

James Portman, Secretary

ACC-9001 (08/21)

Consultant Service Unit - Rev. 11/13/08

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD) BRIDGE #97 (RANKIN BLVD. EXT.)

Termini: CITY OF TUPELO

Prime Consultant: M+N Excavators, Inc.

By executing this Certification and Agreement, the undersigned verifies its compliance with the Mississippi Employment Protection Act, Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

114456
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ 7-9-2026
Authorized Officer or Agent — Date

James Gillespie — President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

M & N Excavators, Inc. CORPORATE SEAL 2020 KANSAS

SWORN TO AND SUBSCRIBED before me on this the 9th day of July, 2026.

Terry F King
NOTARY PUBLIC
My Commission Expires: 3-17-2027

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

★ STATE OF MISSISSIPPI ★
TERRY FRANCES KING, NOTARY PUBLIC
PONTOTOC COUNTY
MY COMMISSION EXPIRES MARCH 16, 2027
COMMISSION NUMBER 55239

NOTICE OF AWARD

DATE: July 23, 2026

TO: M&N Excavators, Inc.
19 County Road 418
Oxford, MS 38655

PROJECT DESCRIPTION: ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)***

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated July 9th, 2026.

You are hereby notified that your BID has been accepted for items in the amount of $ 162,919.50-----.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

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

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this 23rd day of July 2026.

CITY OF TUPELO
Owner

By _____

Title Mayor Todd Jordan

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By M&N Excavators, Inc.

this 23rd day of July, 2026.

By _____

Title Larry Gillespie, President

M & N Excavators, Inc. Corporate Seal Kansas 2020

CONTRACT AGREEMENT

This Agreement, made this the 23rd day of July, 2026, by ***CITY OF TUPELO*** and between M&N Excavators, Inc., hereinafter called the Contractor, and the ***CITY OF TUPELO***, hereinafter called the Owner.

WITNESSETH:

That the Contractor and Owner for the consideration hereinafter named agree as follows:

Article 1 SCOPE OF WORK

The Contractor shall furnish all materials for the construction of ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)*** for the Owner, all in the manner provided for in the Specifications and Contract Documents, dated ***JUNE 2026*** and Construction Plans entitled ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)*** Sheets 1 through 13, dated ***JUNE 2026***, which are fully incorporated herein as if hereto attached or herein repeated.

Article 2 THE CONTRACT SUM

The Owner shall pay the Contractor for the complete performance of this Contract a total amount of One Hundred and Sixty-Two Thousand, Nine Hundred and Nineteen 50/100---------- Dollars ($162,919.50-----) being the amount of the accepted proposal for ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)*** subject to proper additions and/or deductions at the lump sum and/or unit price as stated in the proposal or otherwise provided for by Modification, the corrected amount referred to being full compensation for furnishing, installing and connecting all of the items of materials, labor and equipment necessary for the Work and the completion of the Project in full accordance with the Plans and Specifications and Contract Documents.

Payment therefore to be made in accordance with applicable specifications, provided: That the Engineers have certified to the Owner that all of the work has been completed and that payment is due therefore and provided further that the Contractor has submitted evidence satisfactory to the Owner and all payrolls, materials bills and other indebtedness, labor and materials liens connected with the work have been paid.

Article 3 TIME OF COMPLETION

The Contractor shall commence work at the time stated in the Notice to Proceed issued by the Owner and shall complete the work within 45 consecutive calendar days from and including the starting date stated in said notice unless this period is extended by Modification by the Owner and the Engineers, due to delays beyond the

control of the Contractor and/or extensions to the Contract.

It is mutually agreed between the parties hereto that time is the essence of this contract; and in the event construction of the work is not completed within the time specified herein, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of $800.00 per day for each calendar day thereafter that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated; and this sum is not a penalty, being the stipulated damage the Owner will have sustained in event of such default by the Contractor.

Article 4. ADDITIONAL SURETY

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and the Surety Bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond, in the opinion of the Owner, ceases to be adequate to cover the performance of the work, the Contractor, at his expense, within five days after receipt of the notice from the Owner to do so, shall furnish additional bond or bonds in such form and amount, not in excess of the original amount, and with surety or sureties as shall be satisfactory to the Owner.

Article 5 ROYALTIES AND PATENTS

It is further mutually agreed between the parties hereto that the contract price of the Contractor shall include payment by the Contractor of all royalties and license fees, if any; and the Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

Article 6 DAMAGE TO PERSONS AND PROPERTY

It is further mutually agreed that the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents. Article 7. GENERAL CONDITIONS

The Contractor has read, understands and accepts the General Conditions and Special Conditions as set forth in the Specifications and Contract Documents.

In witness whereof, the parties hereto have executed this Agreement on the day and year first mentioned in 3 counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

OWNER: ***CITY OF TUPELO***

By _____

Title Mayor Todd Jordan

ATTEST: _____

Title _____

CONTRACTOR: M&N Excavators, Inc.

By _____

Title Larry Gillespie, President

M&N EXCAVATORS, INC. CORPORATE SEAL 2020 KANSAS

ATTEST: _____

Title Jon Glaser, Project Manager

NOTICE TO PROCEED

TO: M&N Excavators, Inc.
19 County Road 418, Oxford, MS 38655

DATE: _____

Project: ***BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)***

-

You are hereby notified to commence WORK in accordance with the Agreement dated July 23, 2026, on or before _____, 20___, and you are to complete the WORK within 45 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20___.

CITY OF TUPELO
Owner

By _____

Title Mayor Todd Jordan

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By M&N Excavators, Inc.

this ___ day of _____,20___.

_____

Title Larry Gillespie, President

M & N Excavators, Inc. CORPORATE SEAL 2020 KANSAS

Bond No. ACC021001400

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

M&N Excavators, Inc.
(Name of Contractor)

19 County Road 418, Oxford, MS 38655
(Address of Contractor)

a Corporate
, hereinafter called (Corporation, Partnership, or Individual)

Principal, and Allegheny Casualty Company
(Name of Surety)
One Newark Center, 20th Floor, Newark, NJ 07102 (800) 333-4167
(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO
(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804
(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred and Sixty-Two Thousand,

Nine Hundred and Nineteen 50/100---------- Dollars ($ 162,919.50-----)
in lawful money of the United States, 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.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 23rd day of July, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) &
BRDGE #97 (RANKIN BLVD. EXTENDED)

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the

OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (Number) counterparts, each one of which shall be deemed an original, this the 23rd day of July, 2026.

ATTEST:

Principal Secretary

(SEAL) 19 County Road 418, Oxford, MS 38655
(Address)

M&N Excavators, Inc.
Principal

BY
Larry Gillespie, President

19 County Road 418, Oxford, MS 38655
(Address)

Allegheny Casualty Company
(Surety)

ATTEST:

(SEAL)

(Witness to Surety) Kelly R. Meyer
Founders Series of Lockton Companies, LLC
444 W. 47th Street, Suite 900
(Address)

Kansas City, MO 64112

BY
Attorney-in-Fact Veronica Lawver

One Newark Center, 20th Floor
(Address)

Newark, NJ 07102 MS License No. 10778118

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
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.

Bond No. ACC021001400

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

M&N Excavators, Inc.
(Name of Contractor)

19 County Road 418, Oxford, MS 38655
(Address of Contractor)

a Corporate
(Corporation, Partnership, or Individual)
, hereinafter called

Principal, and Allegheny Casualty Company
(Name of Surety)
One Newark Center, 20th Floor, Newark, NJ 07102 (800) 333-4167
(Address of Surety)

hereinafter called Surety, and held and firmly bound unto

CITY OF TUPELO
(Name of Owner)

71 EAST TROY STREET, TUPELO, MS 38804
(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred and Sixty-Two Thousand, Nine Hundred and Nineteen 50/100---------- Dollars ($ 162,919.50-----) in lawful money of the United States, 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.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 23rd day of July, 20 26 a copy of which is hereto attached and made a part hereof for the construction of:

BRIDGE REPAIR FOR BRIDGE #69 (COLONIAL ESTATES RD.) & BRDGE #97 (RANKIN BLVD. EXTENDED)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (Number) counterparts, each one of which shall be deemed an original, this the 23rd day of July, 2026.

ATTEST:

(Principal) Secretary

(SEAL) 19 County Road 418, Oxford, MS 38655

M&N Excavators, Inc.
Principal

BY
Larry Gillespie, President

19 County Road 418, Oxford, MS 38655
(Address)

Allegheny Casualty Company
(Surety)

ATTEST:

(SEAL)

(Witness to Surety) Kelly R. Meyer
Founders Series of Lockton Companies, LLC
444 W. 47th Street, Suite 900
(Address)
Kansas City, MO 64112

BY
Attorney-in-Fact Veronica Lawver

One Newark Center, 20th Floor
(Address)
Newark, NJ 07102 MS License No. 10778118

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.
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.

allegheny
CASUALTY COMPANY
One Newark Center, 20th. Floor, Newark, New Jersey, 07102-5207
PHONE: (973) 624-7200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Marina Tapia, Rachel A Mullen, KD Wapato, Abigail E Curtiss, Debra J Scarborough, Christy M Braile, Teresa D Kelly, Caitlyn Magennis, Lourdes Scheel, Hillary D Shepard, Sandra Corona, Walker Wilks, Ivette Bustos, Chase Seyforth, Robert F. Laing, Veronica Lawver, Maegen I Allhands, Jason Fomenko, Kathleen Coen, Adam Martin, Amy S Fulton, Kristin D Thurber, Erin C Lavin, April M. Terbay, Danielle R. Capps, Kayla A. Woodward, Rebecca S. Leal, Ivette Bustos, Kala Kelly

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **ALLEGHENY CASUALTY COMPANY** has executed and attested these presents on this 31st day of December 2021

ALLEGHENY CASUALTY COMPANY CORPORATE SEAL 1936 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

Robert Kersnick
Vice President, ALLEGHENY CASUALTY COMPANY

On this 31st day of December, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of ALLEGHENY CASUALTY COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Boards of Directors of said Company.

Michele A. Aleman NOTARY PUBLIC 10-18-2029 NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written

Michele A Aleman, a Notary Public of New Jersey

CERTIFICATION

I, the undersigned officer of **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Company as set forth in said Power of Attorney, with the originals on file in the home office of said company, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this 23rd day of July, 2026.

James Portman, Secretary

ACC-9001 (06/21)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

9/1/2026

DATE (MM/DD/YYYY) 8/3/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1451985 M & N EXCAVATORS, INC. 19 COUNTY ROAD 418 OXFORD MS 38655-8275	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Travelers Indemnity Company of America — 25666 **INSURER B :** The Travelers Indemnity Company of Connecticut — 25682 **INSURER C :** Travelers Property Casualty Company of America — 25674 **INSURER D :** Valley Forge Insurance Company — 20508 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23824251 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $5,000 PD DED GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	N	N	DTCO8W456690TIA25	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	8108W4109522526	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	CUP8W5623692526	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N	UB8W4570592526G	9/1/2025	9/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	CONTRACTORS EQUIPMENT	N	N	7092643192	9/1/2025	9/1/2026	LSD/RTD $1,000,000 $5,000 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PROJECT: BRIDGE REPAIR FOR BRIDGE #69 & BRIDGE #97.

CERTIFICATE HOLDER

23824251
CITY OF TUPELO
TUPELO CITY HALL, TAX OFFICE
ATTN: CADE ARMSTRONG
71 EAST TROY STREET
TUPELO, MS 38804

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, ***BEN LOGAN***, the duly authorized and acting legal representative of the ***CITY OF TUPELO***, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

_____ Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DAT | Item # 19.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

INDEX TO GENERAL CONDITIONS

Article	Title
1	Definitions
2	Preliminary Matters
3	Correlation, Interpretation and Intent of Contract Documents
4	Availability of Lands and Subsurface Conditions
5	Bonds and Insurance
6	Contractor's Responsibilities
7	Work by Others
8	Owner's Responsibilities
9	Engineer's Status During Construction
10	Changes in the Work
11	Change of Contract Price
12	Change of the Contract Time
13	Guaranty
14	Payments and Completion
15	Suspension of Work and Termination
16	Miscellaneous
17	Arbitration

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the Engineer of the Work as being in substantial conformance with the Contract Documents and recommendation to the Owner for final inspection.

Final Acceptance: Acceptance by the Owner of the Work as being fully complete in accordance with the Contract Documents (subject to waiver of claims) and final payment made.

Agreement: The written agreement between the Owner and the Contractor covering the Work to be performed; the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

Application for Payment: The form furnished by the Engineer which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments heretofore received from the Owner on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications for Payment.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: Any person, firm or corporation submitting a Bid for the Work.

Bonds: Bid, Performance and Payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

Contract Documents: The Contract Agreement, Addenda, Information for Bidders, Bid, Bonds, Notice of Award, these General Conditions, Supplementary General Conditions, Specifications, Drawings and Modifications, and Notice to Proceed.

Contract Price: The total moneys payable to the Contractor under the Contract Documents.

Contract Time: The number of calendar or working days stated in the Agreement for the completion of the Work.

Contracting Officer: The individual who is authorized to sign the Contract Documents on behalf of the Owner's governing body.

Contractor: The person, firm or corporation with whom the Owner has executed the Agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The construction plans which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

Engineer: The person, firm or corporation named as such in the Contract Documents.

Modification: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the Engineer in accordance with paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the Engineer pursuant to paragraph 10.2. A Modification may only be issued after execution of the Agreement.

Notice to Proceed: A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligations under the Contract Documents.

Owner: The public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

Project: The entire construction to be performed as provided in the Contract Documents.

Project Representative: An authorized representative of the Engineer assigned to observe the Work performed and materials furnished by the Contractor or such other person as may be appointed by the Owner as his representative.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Shop Drawings: All drawings, diagrams, illustrations, brochures, performance charts, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work. This will include general specifications and item (technical) specifications.

Standards: The following words, symbols, letters, or abbreviations shall be deemed to have the following meaning and shall refer to the latest current revision of said standard or specification applicable in effect of the date of opening bids:

AASHTO - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AIA - American Insurance Association (formerly National Board of Fire Underwriters
ANSI - American National Standards Institute
ASME - American Society of Mechanical Engineers
ASTM - American Society for Testing Materials
AWWA - American Water Works Association
NEMA - National Electrical Manufacturer's Association
NEC - National Electrical Code

Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion: The date as certified by written notice by the Engineer at which time the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purpose for which it is intended; or if there be no such certification, the date when final payment is due in accordance with paragraph 14.9. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Surety: The corporate body which is bound with the Contractor and which engages to be responsible for the Contractor and his acceptable performance of the Work.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notice required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm

or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the Owner under this Contract shall be delivered to the Owner through the Engineer.

ARTICLE 2 - PRELIMINARY MATTERS

Award:

2.1 The award of the Contract, if it is awarded, will be to the lowest or best responsible, responsive Bidder. No Notice of Award will be given until the Owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of the Owner within the time prescribed. The Owner reserves the right to reject the Bid of any Bidder who does not pass such investigation to the Owner's satisfaction. In analyzing Bids, the Owner may take into consideration alternates and unit prices, if requested by the Bid forms.

Execution of Agreement:

2.2 At least three counterparts of the Agreement and such other Contract Documents as practicable will be executed and delivered by Contractor to the Owner within 10 days of receipt by the Contractor.

Forfeiture of Bid Security:

2.3 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.2 shall be just cause for the Owner to annul the Notice of Award and declare the Bid and any security therefore forfeited.

Contractor's Pre-Start Representations:

2.4 Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the Contract Documents, Work, locality, easements and rights-of-way obtained, adjacent properties upon which easements have not been obtained, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. Contractor also represents that he has studied the Drawings and Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract Price in accordance with

the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

Commencement of Contract Time:

2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed.

Starting the Project:

2.6 Contractor shall start to perform his obligations under the Contract Documents on the date when the Contract Time commences to run.

Before Starting Construction:

2.7 Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to Engineer any conflict, error or discrepancy which he may discover.

Schedule of Completion:

2.8 Within 10 days after delivery of the Notice to Proceed by Owner to Contractor, Contractor shall submit to Engineer for review, an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the Work, and a preliminary schedule of Shop Drawing submissions. The Engineer shall approve this schedule or require revisions thereto within 14 days of its submittal.

2.9 After delivery of the executed Agreement by Owner to Contractor, but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the Owner or his representative, Engineer, Project Representatives, Contractor and his superintendent.

Qualification of Subcontractors Materialmen and Suppliers:

2.10 Within 14 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 30 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 days of receipt shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Owner or the Engineer to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

2.11 If, prior to the Notice of Award, the Owner or the Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization listed, the apparent low Bidder may, prior to Notice of Award may submit an acceptable substitute without an increase in his Bid price.

ARTICLE 3: CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

3.1 It is the intent of the Engineer and Owner through the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If Contractor finds a conflict, error or discrepancy in the Contract Documents, he shall call it to Engineer's attention in writing at once and before proceeding with the Work affected thereby. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Addenda, General Specifications, Item (Technical) Specifications, Drawings, Information for Bidders, Supplemental General Conditions, and General Conditions.

3.3 The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

3.4 Miscellaneous items and accessories which are not mentioned, but which are essential to produce a complete and properly operating installation, or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

3.5 The specifications division are not delineated by trade or by subcontract. Items specified under one division of the specifications shall be furnished, installed and connected as though recited in each division of the specifications.

3.6 The Work of all trades under this Contract shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire Project, and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

3.7 The Contractor shall be responsible for making the construction of habitable structures under this Contract rainproof, and for making equipment and utility installations properly perform the specified function.

3.8 Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, or standard specifications or other data published by regulating agencies or accepted organizations, including but not limited to National Electrical Code, applicable State Building Code, Federal Specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of Bid.

3.9 Brand names where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent", when used in connection with brand names, shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color and other applicable characteristics to the material or product specified by trade name, and that is suitable for the same use and capable of performing the same function, in the opinion of the Engineer, as the material or product so specified. Proposed equivalent items must be approved by Engineer before they are purchased or incorporated in the Work. (When a brand name, catalog number, model number, or other identification, is used without the phrase "or equal", or "or equivalent", the Contractor shall use the brand specified.)

ARTICLE 4 - AVAILABILITY OF LANDS AND SUBSURFACE CONDITIONS

Availability of Lands:

4.1 The Owner will furnish, as indicated in Contract Documents, the lands upon which the Work is to be done and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise specified in the Contract Documents. Other access to such lands or rights-of-way for the Contractor's convenience other than as set forth in easements obtained by the Owner shall be the responsibility of the Contractor. The Contractor will provide for

additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 The Owner will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The Contractor acknowledges that he has investigated prior to bidding and satisfied himself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the Work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered from an investigation of the site. Failure by the Contractor to acquaint himself with the project site will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Payment Bonds and Certificates of Liability Insurance are NOT REQUIRED for MATERIALS ONLY contracts.

Bonds:

5.1 The Contractor shall within 10 days after the receipt of the Notice of Award furnish the Owner with a performance bond and payment bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall, within 10 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments of the Contract price shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

Contractor's Liability Insurance:

5.2 At all times applicable to this Agreement, Contractor shall procure and maintain, at it's sole expense as a minimum the insurance as listed in 5.5 below. Owner does not represent that insurance coverage and limits listed will be adequate to protect Contractor or Contractor's interests. Insurance shall be obtained from companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. The Contractor shall submit to the Owner, prior to the commencement of the Work, a completed, duly executed and authorized Certificate of Insurance as evidence that the insurance requirements set forth are in full force and effect. Policies providing such coverage shall contain provisions that no cancellation or material changes in the policies shall become effective except on 15 days' advance written notice thereof to the Owner.

5.3 Contractor agrees to require that all policies of insurance which are in any way related to the Work and that are secured and maintained by Contractor or any Subcontractor or Sub-subcontractor will include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against owner. Furthermore, Contractor waives and shall cause any Subcontractor or Sub-subcontractor to waive all rights of recovery against Owner, which Contractor or any Subcontractor or Sub-subcontractor may have or acquire because of deductible clauses in, or inadequacy of, limits of any policies of insurance maintained by Contractor. All such policies except for the Worker's Compensation and Employer's Liability insurance, and the Professional/Errors and Omissions coverage insurance, shall designate Owner and Engineer as additional insured/certificate holder.

5.4 Contractor shall cause any Subcontractor or Sub-subcontractor to obtain and maintain insurance consistent with the provisions of this Article and submit an appropriate Certificate of Insurance prior to commencement of any Work.

5.5 SCHEDULE OF INSURANCE

5.5.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance, endorsed to provide coverage for: Contractual Liability, particularly the applicable provisions of the indemnity sections of this Agreement; explosion, collapse or structural injury to property of others including underground utility facilities; and Contractor's Protective Liability (if subcontracting is authorized), and Products and Completed Operations (for a minimum of three years discovery period after acceptance of the Work.)

Each Occurrence	$1,000,000
General Aggregate	$1,000,000

5.5.2 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Commercial Automobile Insurance which shall include coverage for all owned, non-owned and hired vehicles.

Combined Single Limit $1,000,000 Each Accident

5.5.3 UMBRELLA LIABILITY INSURANCE

Umbrella Liability Insurance with limits of at least $1,000,000 per occurrence for bodily injury or property damage in excess of the limits afforded for Commercial General Liability, Commercial Automobile Liability and Employer's Liability.

5.5.4 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Contractor agrees to comply with Worker's Compensation laws of the state where the Work is performed and maintain a Worker's Compensation and Employer's Liability policy which shall cover all of Contractor's employees engaged in the Work. This policy shall be endorsed to provide: Other states endorsement, voluntary compensation coverage and occupational disease. If the Work is to be performed on or near navigable waters, the policy shall include United States Longshoreman's and Harbor Workers coverage.

Worker's Compensation – Statutory
Employer's Liability – $1,000,000 Each Accident
$1,000,000 Disease – Each Employee
$1,000,000 Disease – Policy Limit

5.5.5 BUILDERS RISK INSURANCE

The Contractor shall maintain property insurance to fully cover the insurable portion of the project for the benefit of the Owner.

5.5.6 PROFESSIONAL/ERRORS AND OMISSIONS COVERAGE

If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

Insurance shall provide a minimum of $1,000,000 of coverage per claim.

5.5.7 OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY (OCP)
The Contractor shall maintain an OCP policy with the Owner as Named Insured, with the Engineer named as Additional Insured and Certificate Holder, in a combined single limit of not less than $1,000,000. This policy is to remain in effect until completion and acceptance of the entire project.

Cancellation

5.6 If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this Contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

Please refer to the "SAMPLE" CERTIFICATE OF LIABILITY INSURANCE form that precedes this section.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences, procedures and safety of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

Labor, Materials and Equipment:

6.2 The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The Contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 All materials and equipment will be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally

packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.

6.5 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.6 Stored Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

6.7 Inspection and testing of all materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

6.7.1 The Owner shall provide all inspection and testing services not required by the Contract Documents. The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

6.7.2 If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give them timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

6.7.3 Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the work in accordance with the requirements of the Contract Documents.

6.8 Plans are drawn and the Specifications are written naming certain brands of specialized equipment or products. Brand names so cited are cited for the purpose of establishing the quality desired.

6.8.1 The brands of items of equipment listed in these specifications are hereby designated to be the basic brands. Bidders shall submit a price for furnishing and installing the lowest quoted basic brand or approved alternate brand of each major product or equipment items in the base bid.

6.8.2 As the Owner is interested in obtaining the lowest practical cost and encouraging competition, a price may be offered based on any alternate brand which the bidder determines to be equal to the basic brand. Bidder shall clearly identify the alternate brand for each item proposed as an equal for the basic brand item on the Bid Form. The Owner will approve alternate brands offered by the Bidder provided the alternate item is determined by the Owner to be equal to

the basic item specified. If no basic or alternate brands are identified then the bid is presumed to be based on the basic brands.

Owner will evaluate alternate brands offered and may accept any, all or none of the items prior to executing the contract agreement.

6.8.3 A complete set of supporting data shall be submitted with the bid for each alternate item to support the claim that it is equal to basic brand. Sufficient data, including horsepower or energy requirements, performance, operation and maintenance, manpower and supply requirements shall be submitted in order for the Owner to evaluate the equality of the offered product or equipment. Any variance with the specifications shall be listed and failure to do so may be grounds for rejection of the alternate item. Bids submitted based on incorporating alternative products or equipment without providing the supporting data as set out will be deemed non-responsive.

6.8.4 Submittals shall include complete design calculations including the effect substituted equipment or materials will have on all affected system processes. If the proposed substituted equipment or materials will require a change in any buildings, structures, piping, controls, work, etc., the submittal shall include detailed sketches and specifications of the necessary changes. Submittals shall also include an up-to-date list of at least five present users of the proposed items including names, addresses, and present municipal users of the proposed items including names, addresses and telephone numbers. The submission of insufficient data to determine equality as set out herein shall be sufficient grounds for rejection of the alternate item and the bid being deemed non-responsive.

6.8.5 The cost of any change in structure, locations, connections, etc., necessary for any alternate brand accepted shall be borne by the Contractor, as well as the cost of revision of the Drawings and Specifications.

6.8.6 No alternate equipment or materials will be considered unless the Manufacturer offers documented proof that the alternate items have been in general usage in similar applications for at least the two preceding years.

6.8.7 Submittals will be compared for equality by evaluating the life cycle cost including cost of modifications and redesign, the compatibility of the item offered with other items, the service experience record of the manufacturers or suppliers in attending to requests for repairs/parts by Owner and reliability of offered items in performing intended functions. Where the offeror does not have a two year experience record, substitute items may be considered provided the offeror furnishes a five year bond which guarantees replacement of the item in the event of failure as judged by the Engineer, in an amount equal to purchase price plus the actual cost of removal and re-installation.

6.8.8 The determination as to whether or not such alternates are acceptable shall rest solely with the Owner.

6.8.9 Approval by the Owner of alternate equipment or materials shall in no way serve as a guarantee that the equipment or materials will meet the performance and construction requirements as specified herein, and shall not relieve the Contractor from any responsibility or requirements under the contract. It shall be the Contractor's responsibility to produce an efficient product.

6.8.10 Delay caused by obtaining approvals for alternate products, materials or equipment will not be considered justifiable grounds for an extension of Contract Time.

6.8.11 Should any work or materials, equipment or products not conform with requirements of the Contract Documents or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the Contractor.

6.8.12 No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

Materials, Equipment, Products, and Substitutions:

6.9 Materials, equipment and products incorporated in the Work must be approved for use before being purchased by the Contractor. The Contractor shall submit to the Engineer a list of proposed materials, equipment or products, together with such samples as may be necessary for the Engineer to determine their acceptability and obtain the Engineer's approval. No request for payment for substitute materials, equipment or product will be approved until this list has been received and approved by the Owner.

Concerning Subcontractors:

6.10 The Contractor will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.11 (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 any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Owner and the Engineer, unless the Engineer determines that there is good cause for doing so.

6.11 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 contractual relationship between Owner or Engineer and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or Engineer may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the Application of Payment.

6.12 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.13 The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.

6.14 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor.

6.15 The Contractor shall be responsible for the coordination of the trades, Subcontractors and materialmen engaged upon his Work.

6.15.1 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 any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

6.15.2 The Owner or Engineer will not undertake to settle any differences between the Contractor and his Subcontractors or between Subcontractors.

6.15.3 Not withstanding 6.15.2 above, if in the opinion of the Engineer, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

6.15.4 The Contractor shall not award work to Subcontractors in excess of fifty (50%) percent of the contract value, without prior approval of the Owner.

Patent Fees and Royalties:

6.16 The Contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the Owner and the Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.17 The Contractor shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, the Contractor shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances and articles.

Permits:

6.18 The Contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses.

Electric Power and Lighting:

6.19 Electrical power as required during construction shall be provided by the Contractor at the Contractor's expense. Lighting shall be provided by the Contractor in all spaces at all times where necessary for good and proper workmanship, for inspection or for safety. No temporary power shall be used off temporary lighting lines without specific approval of the Owner. The Contractor will also pay all public utility charges.

Laws and Regulations:

6.20 The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the WORK. If the Contractor observes that the Specifications or Drawings are at variance therewith, the Contractor will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.21 Cost of all sales and other taxes for which the Contractor is liable under the Contract shall be included in the Contract Price stated by the Contractor.

Record Drawings:

6.22 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site.

6.22.1 The Engineer shall furnish the Contractor a set of Drawings and Specifications for the Contractor to record the details of and changes to the Work as the work progresses. The Contractor shall keep the Record Drawings current and shall not cover or conceal any Work until the required information has been recorded. Record Drawings are considered an integral part of the Work and the Work will not be deemed to be complete, on schedule or satisfactory until the Record Drawings are provided. The Contractor shall furnish Record Drawings to the Engineer prior to the submission of the final application for payment.

6.22.2 In addition to the location and limits of all unit priced and lump sum pay items, the following items shall be recorded on the Record Drawings:

1. Depths of various elements in relation to datum.
2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
3. Location of internal appurtenances concealed in construction with reference to visible and accessible features of the work.
4. Field changes of dimension and detail.
5. Changes made by Modification.
6. Details not on original Contract Drawings.
7. Locations of plugged openings for future connections.

6.22.3 Specifications and Addenda shall be legibly marked up to record:

1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
2. Changes made by Modification.
3. Other pertinent matters not originally specified.

Safety and Protection:

6.23 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.23.1 All employees on the Work and other persons who may be affected thereby,

6.23.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.23.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.24 The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

Emergencies:

6.25 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. He will give the Engineer written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, within two days of the occurrence, and a Change Order may thereupon be issued covering the changes and deviations involved.

Shop Drawings, Samples and Other Submittals:

6.26 The Contractor shall submit to the Engineers, prior to the start of construction, detailed shop drawings and/or layouts of all manufactured or shop fabricated equipment, product samples and related information that he contemplates to furnish under this contract.

6.27 Shop Drawing / Sample Submittal Requirements

6.27.1 Shop drawings submitted to the Engineer shall bear the Contractor’s stamp of approval certifying that they have been checked for conformance with the requirements of the contract documents. The Engineer will return any shop drawings submitted without this certification for re-submission. Shop drawings bearing the Contractor’s certification which, in the Engineer’s opinion are incomplete, contain numerous errors, have not been checked or only checked superficially, will be also be returned by the Engineer for re-submission.

6.27.2 Shop Drawings /Submittals must be complete, properly identified with the name of the project, dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the project and to the specification division and/or page number and referenced to the construction

drawing number or sheet for identification of each item. Shop drawings for each type of work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. The sequential numbering system shall be used as the basis for maintaining a log suitable to tracking the submittal process.

6.27.3 Shop Drawings/Submittals shall be provided both printed on paper and in digital format (PDF) on CD.

6.27.4 Paper for printed copies shall be on standard paper. Text shall be on 8-1/2 inches x 11-inches. Drawings shall not be larger than 11-inches x 17-inches and shall be neatly folded to standard size. Printed copies shall be organized with a table of contents and bound in sections as appropriate and the sections shall be identified using indexed tabs. Provide seven (7) printed copies of each. The Engineer will retain three (3) copies, two (2) copies for the Engineer's use in the field and one (1) copy for the Owner's use. The balance of the copies provided will be returned to the Contractor.

6.27.5 Digital files shall be in Portable Document Format (PDF) and provided on CD. Filenames for PDFs shall be numbered sequentially as above for the submittal tracking process. Text shall be formated for printing on 8-1/2 inches x 11-inches. Drawings shall be formatted for printing on 11-inches x 17-inches sheets. PDFs shall include a table of contents and be bookmarked the same as for indexed printed copies. Provide two (2) CDs of each.

6.27.6 With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

6.28 Shop Drawings shall consist of drawings, diagrams, illustrations, schedules, performances charts, brochures and other data, prepared for a portion of the work. Shop Drawings shall indicate the model numbers, options, type, size, quantity, arrangement, location, mode of operation, component materials and/or material certification, utility connections, wiring and control diagrams, anchorages, supports, performance and test data, factory-applied coatings, and any other information necessary to insure satisfactory fabrication, installation and operation of the completed project. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

6.29 The Contractor will also submit to the Engineer for review, with such promptness as to cause no delay in Work, Samples required by the Contract Documents. Samples will have been checked by and stamped with the approval of

the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

6.30 The Contractor shall thoroughly check all shop drawings for completeness and for compliance with the Contract Documents and shall verify all dimensions and field conditions and shall coordinate the shop drawings with the requirements of all other work related thereto, as required thereto, as required for proper and complete installation of the work. At the time of each submission, the Contractor will in writing state that the shop drawings are in conformance with the Drawings and Specifications or will call the Engineer's attention to any deviations that the Shop Drawings or Sample may have from the requirements of the Contract Documents.

6.31 Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Engineer deems to be a minor adjustment in the interest of the Owner not involving a change in contract price or extension of time, the Engineer may review and return the drawing but the Engineer’s review will be made with the understanding that it does not involve any change in the contract price or time and that it is subject generally to all contract stipulations and covenants.

6.32 The Engineer will review with reasonable promptness Shop Drawings and Samples, but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The Contractor will make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new Samples until the review is satisfactory to the Engineer. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions. The Contractor's stamp of approval on any Shop Drawing or Sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.

6.33 In the event a third submittal of Shop Drawings is required, due to previous submittals of incomplete or incorrect Shop Drawings not in accordance with the Drawings and Specifications, the Contractor will be charged the cost incurred by the Engineer for the review of the third and all subsequent submittal reviews. The Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

6.34 If a shop drawing involves a change in structures, connections, etc., then the cost of changing structures, connections, etc., as well as plans and specifications to accommodate the item shall be borne by the Contractor. The Owner will impose a set-off against payments due to Contractor to secure reimbursement for such charges

unless the need for such change is beyond the control of Contractor.

6.35 No work requiring Shop Drawing or Sample submission shall be commenced until the submission has been reviewed by the Engineer. A copy of each Shop Drawing and each Sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6.36 The Engineer's review of Shop Drawings or Samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents nor shall any review by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

Cleaning Up:

6.37 Site. The Contractor shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the Owner, the Contractor shall remove all surplus and discarded materials, excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean his portion of Work involved in any building under this Contract, so that no further cleaning by the Owner is necessary prior to his occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work to substantially the same condition as existed prior to the work; and shall leave the whole in a neat and presentable condition.

6.38 Structures. Clean-up operations shall consistently be carried on by the Contractor at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the structure and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The Contractor shall do the following special cleaning for all trades upon completion of the Work:

6.38.1 Remove putty stains and paint from and wash and polish all glass.

6.38.2 Remove all marks, stains, and other soil and dirt from finished concrete, painted, stained and decorated work.

6.38.3 Remove all temporary protections and clean and polish floors in buildings.

6.38.4 Clean and polish all hardware.

6.39 Withholding Payment. Cleaning up is considered to be an integral, important and necessary function of each item of work. Where work on unit price items are substantially complete but lack clean-up and/or corrections ordered by the Engineer, amounts shall be deducted from unit prices in partial payment estimates to amply

cover such clean-up and corrections. When the clean-up and/or corrections are performed, payment shall be made for amounts withheld.

6.40 General. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor.

Public Convenience and Safety:

6.41 The Contractor shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, the Contractor shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. The Contractor shall, at all times, maintain proper access to the dwellings and/or businesses located on the private properties adjacent to the Project as required by, and in compliance with, the utility and construction easements acquired from the owners of said properties.

Sanitary Provisions:

6.42 The Contractor shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.43 The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against any and all liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of the Work or such other liability resulting from negligence or otherwise on the part of the Contractor, including but not limited to injury to persons and damage to properties, and the structures and improvements thereon, adjacent to the Project, and shall indemnify and hold harmless the Owner and the Engineer from all costs and damages, including attorney's fees, which may be suffered by reason of the failure to fully and completely perform under the Contract Documents and shall fully reimburse Owner and the Engineer for all expenditures of every kind, character and description, including attorney's fees, which may be incurred by Owner and

Engineer in making good any and every default which may exist on the part of the Contractor in connection with its performance under the Contract Documents.

Responsibility for Connecting to Existing Work:

6.44 It shall be the express responsibility of the Contractor to connect his Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

Work in Street, Highway and Other Rights-of-Way:

6.45 Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of the owners thereof. The Owner will be responsible for obtaining permits necessary for the work.

6.46 The Contractor, at his own expense, shall be required to maintain the streets and thoroughfares disturbed in a passable condition providing means of ingress and egress to persons residing and/or by the Work, conducting business thereon specifically, but not by way of limitation, the Contractor shall maintain proper access to the dwellings and/or businesses located on the property adjacent to the Project at all times during the Project as is provided in the utility and construction easements obtained from the owners of said adjacent property.

6.46.1 The Contractor shall provide additional earth backfill or additional surfacing materials for excavation and/or trenches in streets or thoroughfares, if and when the shrinkage sets in, and shall shape and re-shape and grade and re-grade as, in the opinion of the Engineer, is necessary to maintain all thoroughfares disturbed in good condition from the time of initial excavation to the date of final acceptance. In general, the Contractor shall not be required to construct or maintain detours, or to maintain streets disturbed beyond the date of final acceptance of the work.

6.46.2 The Contractor shall provide facilities on a 24 hour, 7 day basis for pulling out vehicles bogged down due to his operations.

6.46.3 At all times, while the work is in progress the Contractor shall take precautions for the protection of all public by placing and maintaining adequate flagmen, barricades, red flags and/or lights, at locations where streets and public thoroughfares have been disturbed by excavations.

Cooperation with Governmental Departments, Public Utilities, Etc.:

6.47 The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and

corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected. The Contractor shall give all proper notices, shall comply with requirements of such parties in the performance of his Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

6.47.1 The Contractor's attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The Contractor shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

6.47.2 The Contractor shall have made himself familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged or employed in the Work, or materials and equipment used in or upon the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding will be considered on account of his ignorance thereof.

Public Convenience and Premises:

6.48 Contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and shall not unnecessarily encumber any part of site.

6.48.1 Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the Work to stresses or pressures that will endanger it.

6.48.2 Contractor shall arrange and cooperate with the Owner in routing and parking of automobiles of his employees, Subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the Project site.

Protection of Existing Property Improvements:

6.49 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project shall be restored to a condition equal to that existing at time of award of Contract at the Contractor's expense.

6.49.1 The existence of, and location of some of the known utilities and obstructions are indicated on the plans but are not guaranteed. The Contractor shall, in addition to the requirements provided in Section 6.47, make sufficient investigation and inspections, at the site of the work, to enable him to determine the existence of and exact nature and location of all such drainage structures, underground and overhead obstructions, fences, and public and private utilities that will be disturbed in the prosecution of the work. The Contractor shall repair or replace such utilities and improvements which are damaged by his operations so as to function properly, at his own expense and in a manner and condition equal to that of such utilities and improvements prior to damage. Fences which must be crossed shall be repaired to an "as was" condition.

6.50 Fuel, Energy and Water. The Contractor shall furnish all fuels, electric power and other energies, water and other consumables used in the prosecution of the work including temporary heat to prevent injury from dampness and cold and testing and trial operations until in the opinion of the Engineer, the work or a part thereof, is Substantially Complete and in use by the Owner, at which time the Owner will begin paying power bills for that part. Arrangements shall be made in advance of need with the utilities involved.

6.51 Flood Protection. The Contractor shall assume complete responsibility for construction and protection of work and property from flood damage in flood prone areas.

ARTICLE 7 - WORK BY OTHERS

7.1 The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefor which shall contain General Conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of the Contractor's work depends for proper execution or results upon the work of any such other contractor (or the Owner), the Contractor will promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

7.3 The Contractor will do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and of the other contractors whose work will be affected.

7.4 Cooperation is required in the use of site facilities and in the detailed execution of the Work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the Work in order to prevent delay in the execution thereof.

7.5 Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other Contractors interfere with his operations, the Contractor shall notify the Engineer immediately. Lack of such notice to the Engineer will be construed as acceptance by the Contractor of the status of the work of other contractors as being satisfactory for proper coordination of his own Work.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 The Owner will issue all communications to the Contractor through the Engineer.

8.2 The Owner shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or any portion thereof may not have expired; but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 The Engineer shall be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in Articles 1 through 16 of these General Conditions and shall not be extended without written consent of the Owner and the Engineer.

9.1.1 Except as may be otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or the breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the Project is located.

Visits to Site:

9.2 The Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He will not be required to make

exhaustive or continuous on-site observations to check the quality or quantity of the Work. His efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of contractors.

9.2.1 The Engineer and his representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all of the work. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection, or testing thereof.

Clarifications and Interpretations:

9.3 The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.4 Reference Points. The Engineer shall furnish and establish base lines for locating the principal component parts of the project together with a suitable number of bench marks adjacent to the project.

9.4.1 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense of replacement.

Rejecting Defective Work:

9.5 The Engineer will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to, or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed or completed.

9.5.1 If any work is covered, contrary to the instructions of the Engineer, it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense. If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the work in questions, furnishing all necessary labor, materials, tools, and equipment.

Project Representatives:

9.6 The Engineer will provide observation sufficient to ascertain if construction is in substantial compliance with the design intent of the Drawings and Specifications.

Decisions on Disagreements:

9.7 The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer for a decision which he shall render in writing within a reasonable time.

Limitations on Engineer's Responsibilities

9.8 Neither the Engineer's authority to act under this Article 9 nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the work.

9.9 The Engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of their agents or employees, or any other person performing any of the Work.

9.11 The Engineers' construction engineering services do not include any administration of jobsite safety which is the sole responsibility of the Contractor. Any reference to safety in the Contract Documents shall not create any duty of jobsite safety administration or oversight by the Engineers.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with

the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12. A Change Order signed by the Contractor indicates his agreement therewith.

10.2 The Engineer may, in writing, authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents.

10.3 Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.25.

10.4 The Owner will execute appropriate Change Orders prepared by the Engineer covering changes in the Work to be performed as provided in paragraph 10.1, and Work performed in an emergency as provided in paragraph 6.25 and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the Engineer and the Owner.

10.5 It is the Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner if requested.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without changing the Contract Price.

11.2 The Owner may, at any time, without notice to the sureties, by written order designated or indicated to be a Change Order, make any change in the Work within the general scope of the contract, including but not limited to changes:

(1) in the specifications (including drawings and designs);
(2) in the method or manner of performance of the work;
(3) in the Owner-furnished facilities, equipment, materials, services, or site; or
(4) directing acceleration in the performance of the work.

11.2.1 Except as herein provided, no order, statement, or conduct of the Owner shall be treated as a Change Order under this clause or entitle the Contractor to an equitable adjustment hereunder.

11.2.2 No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work (hereinafter the "Cost of the Work") plus a fixed amount to be agreed upon to cover the cost of general overhead and profit (hereinafter the "Contractor's Fee").

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs may include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by Owner in writing.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work.

11.4.2.1 All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

11.4.3 Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to him and shall deliver such Bids to Owner who will then determine with the advice of Engineer, which Bids will be

accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work Plus a Fee, the Cost of Work shall be determined in accordance with paragraphs 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.5 The Term Cost of the Work shall not include any of the following:

11.5.1 Payroll costs and other compensation of Contractor's officers, executives principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Contractor whether at the site or in his principal or branch office for general administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2 Expenses of Contractor's principal and branch offices other than his office at the site.

11.5.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

11.5.4 Cost of premiums for all bonds and for all insurance policies whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except as otherwise provided in subparagraph 11.4.1).

11.5.5 Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.6 The Contractor's Fee which shall be allowed to Contractor for his overhead and profit shall be a mutually acceptable firm fixed price; or, if none can be agreed upon, a mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, the Contractor will submit in a form prescribed by Engineer an itemized cost breakdown together with supporting data.

11.9 Claims For Delay Due To Change: No claim for delay damages will be allowed the Contractor on account of change orders executed by him. In support of this stipulation the following language will be set out on the face of each change order:

> "It is further understood and agreed that this modification constitutes payment in full on behalf of the Contractor and its Subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, for all delays related thereto, and for performance of the changes within the time frame stated."

11.10 Allowances: It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such material men, suppliers or Subcontractors and for such sums within the limit of the allowances as the Engineer may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The Contractor agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.10.1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.10.2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Price and not in the allowance.

11.10.3 Whenever the cost, as described in 11.10.1 above, is more than or less than the allowance, the Contract Price shall be adjusted accordingly by Change Order.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1 The Contract Time may be changed only by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Owner and Engineer within 10 days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within 20 days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change

in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if he makes a claim therefor as provided in paragraph
12.1

12.3. Such delays may include, but not be restricted to, acts or neglect by any other contractor employed by Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.4 No claim for delay shall be allowed because of failure to furnish Drawings until two weeks after written demand for such Drawings and not then unless such claim be reasonable.

ARTICLE 13 - GUARANTEE

13.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. Where equipment is required to have a longer guarantee time period by other section of these specifications, such longer guarantee time period shall govern. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Payment Bond and Performance Bond shall remain in full force and effect through the guarantee period.

13.2 Neither the final payment nor any provision in the Contract nor partial or entire use of the facilities by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

ARTICLE 14 - PAYMENTS AND COMPLETION

Payments to Contractor:

14.1 At least 10 days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer an Application for Payment filled out and signed by the Contractor covering the Work performed during the period covered by the Application for Payment and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or in an approved location, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Owner may retain 5 percent of the amount of each payment until the work is at least 50 percent complete, on schedule and satisfactory in the Engineer's opinion, at which time 50 percent of the retainage held to date shall be returned to the Contractor for distribution to the appropriate subcontractors and suppliers. Future retainage shall be withheld at the rate of 2-1/2 percent. On completion and acceptance of a part of the Work on which the priced is stated separately in the Contract Documents, payment may be made in full, including retainage percentages, less authorized deductions. The Owner may reinstate up to 5 percent withholding if the Owner determines, at his discretion, that the Contractor is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will have passed to the Owner prior to the making of the Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"); and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

Approval of Payments:

14.3 The Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing his recommendation for payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. The Owner will, within 21 days of presentation to him of an Application for Payment, pay the Contractor the amount recommended by the Engineer.

14.4 The Engineer's recommendation for payment requested in an Application for Payment shall constitute a representation by him to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and

qualified design professional and on his review of the Application for Payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount requested. However, by recommending such payment the Engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the Work, or that he has reviewed the means, methods, techniques, sequences, and procedures of construction or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys paid or to be paid to him on account of the Contract Price, or that title to any Work, materials, or equipment has passed to the Owner free and clear of any liens.

14.5 The Contractor shall make the following certifications on each request for payment (Partial Payment Estimate):

14.5.1 I hereby certify that the work covered by this request for payment has been completed in accordance with the Contract Documents and that the labor and materials listed hereon have been used in the construction of this work, or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location; and that payment received form the last request for payment has been used to make payments to all first tier Subcontractors and Suppliers except as listed below.

14.6 The Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the Owner. He may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspection of tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Owner from loss because:

14.6.1 The Work is defective, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is requested cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The Owner has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6 Of unsatisfactory prosecution of the Work, including failure to clean up as required.

14.6.7 Of persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents.

14.6.8 Of liquidated damages payable by the Contractor, or

14.6.9 Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 Prior to Substantial Completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.8 The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the Owner.

14.9 Upon completion and acceptance of the Work, the Engineer will issue a certificate that the work is in substantial conformance with Contract Documents, recommending Final Acceptance by the Owner and Final Payment. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within 30 days of Final Acceptance of the Work.

14.10 The Contractor will indemnify and save the Owner and the Engineer harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contract Price a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the

Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

14.11 The date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

14.11.1 The Contractor will proceed with the work at such rate of progress to insure full completion for Acceptance within the Contract Time. It is expressly understood and agreed, by and between the Contractor and Owner, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

14.11.2 If the Contractor should fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day or working day (as specified) that the Contractor shall be in default after the time stipulated in the contract documents.

14.11.3 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Owner or Engineer:

14.11.3.1 To any preference, priority or allocation order duly issued by Owner.

14.11.3.2 To unforeseeable causes beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, abnormal floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

14.11.3.3 To any delays of Subcontractors occasioned by any of the causes specified in the above paragraphs.

14.11.4 Requests by the Contractor for time extensions due to abnormally bad weather shall also consider time gained due to abnormally good weather during the contract period.

Acceptance of Final Payment as Release:

14.12 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Payment Bond and Performance Bond.

Final payment to the Contractor by the Owner shall not be made until the Contractor has obtained written consent from the Surety.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1 The Owner may suspend the Work or a portion thereof by notice in writing to the Contractor. The Contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12, provided the Contractor does not concur in the work suspension.

15.1.1 Should the Owner be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine to compensate for time lost by such delay with such determination to be set forth in writing.

Owner May Terminate:

15.2 If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety 7 days' written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish

the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

15.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Owner due the Contractor will not release the Contractor from liability.

15.4 Upon 7 days' written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit.

Removal of Equipment:

15.5 In the case of termination of this Contract before completion, for any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner. Should the Contractor not remove such equipment and supplies within 30 days, the Owner shall have the right to remove them at the expense of the Contractor. Equipment and supplies shall not be construed to include such items for which the Contractor has been paid in whole or in part.

ARTICLE 16 - MISCELLANEOUS

16.1 All Specifications, Drawings and copies thereof furnished by the Engineer shall remain his property. They shall not be used on another Project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to him on request upon completion of the Project.

16.2 The successful Bidder shall be furnished one (1) electronic set of construction plans and specifications for use in the work. Any other plans and specifications needed shall be supplied upon payment of the amount specified for specs/plans on our Cook Coggin Planroom (www.cceplanroom.com).

16.3 The duties and obligations imposed by these General Conditions, and other Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by paragraph 13.1 and the rights and remedies available to Owner and Engineer thereunder, shall be in addition to, and shall not be construed in any way as

a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee or by other provisions of the Contract Documents.

16.4 Should the Owner or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

16.5 The Contract Documents shall be governed by the law of the place of the Project.

16.6 Attorney Fees - In the event it shall be necessary for either party to retain legal counsel to resolve a dispute or to enforce any of its rights hereunder, the party prevailing upon resolution of such disputes or enforcements of such rights shall be entitled to recover payment of all reasonable attorney's fees, expenses and costs incurred therewith.

ARTICLE 17 - ARBITRATION

17.1 All claims, disputes and other matters in question arising out of, or related to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration, if all parties mutually agree, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award and rationale.

17.2 Notice of the request for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the ENGINEER. The request for arbitration shall be made within the 30-day period where applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

17.3 The CONTRACTOR will carry on the Work and maintain the progress schedule during any arbitration proceedings, unless otherwise agreed by him and the OWNER in writing.

Mandatory Addendum to
All City of Tupelo Contracts
August 2019

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

1. TUPELO does not indemnify or hold harmless any party.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

2. TUPELO does not make any warranty.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

3. TUPELO does not waive any claim; past, present, or future.
   Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
   Miss. Code Ann. § 11-46-1, et seq.

5. TUPELO does not waive its Constitutional Eleventh (11^{th}) Amendment immunity.
   U.S. Const. Amend. XI.

6. TUPELO does not agree to the application of laws of another state.
   U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).

8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
   Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)

10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.

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

11. TUPELO does not agree to submit to binding arbitration.

    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.

    Miss. Code Ann. § 31-7-305.

13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.

    Miss. Code § 25-61-9 (7).

14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.

    Miss. Code § 25-61-9 (1).

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

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

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

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

Miss. Code Anno. 21-27-1

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

MS AG Ops. 2012-00013

SUPPLEMENTAL GENERAL CONDITIONS

These Supplemental General Conditions shall take precedence over the General Conditions if there are conflicting statements between the two.

1. SPECIFICATIONS If referred to on the drawings or in the specifications, the "Mississippi Standard Specifications for State Aid Road and Bridge Construction", as issued by the "Office of State Aid Road Construction of the Mississippi Department of Transportation", Latest Edition, and any issued addenda, shall be made a part of these specifications as if attached hereto.

If referred to on the drawings or in the specifications, the "Mississippi Standard Specifications for Road and Bridge Construction", as issued by the "Mississippi Department of Transportation", Latest Edition, and any issued addenda, shall be made a part of these specifications as if attached hereto.

2. PAYMENTS TO SUBCONTRACTORS Each month, attached to the contractor's pay request, shall be certification verifying that payment has been made to his subcontractor's. Failure of the contractor to make payment to his subcontractors will result in a delay in payment to the contractor until this problem is remedied.

3. STORM WATER POLLUTION PREVENTION This item is addressed in the Instructions For Bidders section of these Contract Documents.

4. MAINTENANCE OF TRAFFIC It is the Contractor's responsibility to provide the required Maintenance of Traffic in and around the construction area for the protection of the public. Warning signs, barricades, cones, barrels, flagmen, etc., shall be used as needed and as required by the M.U.T.C.D., latest edition. There will be no separate payment for Maintenance of Traffic, as this is considered incidental to the work.

5. CONSTRUCTION STAKING Bench marks and control points are indicated on the plans. It is the responsibility of the Contractor to provide all construction staking required for the construction of this project in compliance with the plans and specifications.

GENERAL SPECIFICATIONS FOR BRIDGE IMPROVEMENTS

Work under this section of the specifications shall consist of furnishing all materials, equipment and labor for the construction and completion of the bridge as described on the plans and in these specifications. In addition to these General Specifications, any portions of other contracts, bound herein, which are applicable, or can be made applicable to this work, shall be deemed to apply.

All work and materials for the construction of the bridge shall conform to the "Mississippi Standard Specifications for State Aid Road and Bridge Construction", as issued by the Office of the State Aid Road Construction and the Mississippi Department of Transportation, latest edition, and all issued addenda and referenced materials.

If there are any conflicts between the General Specifications in the "Mississippi Standard Specifications for State Aid Road and Bridge Construction" and the General Specifications attached herein, the General Specifications attached herein shall apply.

There will be NO fuel adjustments on this project.

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: June 1, 2016

SUBJECT: Piling Splices

The MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby supplemented as follows:

Subsection 803.04.8 – Splices on Page 8-46 of the Mississippi Standard Specifications For State Aid Road and Bridge Construction Mississippi Department of Transportation 2004 Edition is hereby added in its entirety after the seventh paragraph on page 8-46.

Add the following after the above addition

901-S-803.04.8.2–Method of Measurement. Splice plates to deteriorated steel piling will be measured by the linear foot of each plate, web and flange, actually welded in place as shown on the contract plans.

901-S-803.05.8.1– Basis of Payment. Splice plates, measured as per 901-S-803.04.8.1, will be paid for at the contract unit price per linear foot, which price shall include the cost of cleaning of the existing pile, fabrication of splice plate, and all labor, equipment, welding, and incidentals necessary to complete the splice.

Payment will be made under:

Pay Item No. 901-S-803-P: Piling Splices - per Linear Foot

Supplemental Specification
901-S-804-1
Concrete Bridges And Structures

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 5, 2006

SUBJECT: Concrete Bridges And Structures:

Section S-804 - CONCRETE BRIDGES AND STRUCTURES; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

901-S-804.02.1--General. Add the following materials to the list of materials in Subsection 804.02.01 on page 8-51.

Ground Granulated Blast Furnace Slag (GGBFS) S-714.06
Metakaolin 901-S-714.07.01

901-S-804.02.10--Portland Cement Concrete Mix Design. Change Note ***** of Subsection S-804.02.10 on page 8-56 as follows:

***** Class DS Concrete for drilled shafts shall have an 8± 1-inch slump. In the event of free fall method of concrete placement is used, the slump shall be 6± 1 inch.

Delete the last paragraph of Subsection S-804.02.10 on page 8-57 and substitute the following:

Either Type A, D, F, G or mid-range chemical admixture shall be used in all classes of concrete. Any combination of water reducing admixtures shall be approved by the Engineer before their use.

901-S-804.05--Basis of Payment. Add "901" prefix to the pay items listed on page 8-108.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kelly Knight, Public Works Director

DATE August 12, 2026

SUBJECT: IN THE MATTER OF CONTRACT APPROVAL S. FEEMSTER LAKE RD BOX CULVERT PROJECT BID NO. 2026-035PW - KWK

Request:

We are requesting the Contract Approval for the S. Feemster Lake Rd. Box Culvert Project Bid No. 2026-035PW.

The Bid Award Approval has been presented to Council on August 12, 2026.

SOUTH FEEMSTER LAKE ROAD BOX CULVERT
CITY OF TUPELO, MISSISSIPPI

AGREEMENT

This AGREEMENT, made this 10 day of August, 2026 by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and ENSCOR, LLC. , doing business as a limited liability company, hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of SOUTH FEEMSTER LAKE ROAD BOX CULVERT
2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within 75 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the sum of **four hundred twenty-nine thousand five hundred fifty nine dollars and zero cents ($429,559.00)**, being the amount of the accepted proposal and subject to proper additions and/or deductions at the unit prices as stated in the proposal or otherwise provided for by modification.
5. The term "CONTRACT DOCUMENTS" means and includes the following:

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

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:

CITY OF TUPELO, MISSISSIPPI

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

OWNER'S SEAL

CONTRACTOR:

BY: ENSCON, LLC _____
Name: JEFF SMITH
Title: OWNER

ATTEST:

BY: _____
Name: CYNTHIA SMITH
Title: CFO

CORPORATE SEAL

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

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

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

1. TUPELO does not indemnify or hold harmless any party.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

2. TUPELO does not make any warranty.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

3. TUPELO does not waive any claim; past, present, or future.
   Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
   Miss. Code Ann. § 11-46-1, et seq.

5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
   U.S. Const. Amend. XI.

6. TUPELO does not agree to the application of laws of another state.
   U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
   Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).

8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
   Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.

10. TUPELO may not and does not agree to the payment of attorney fees of a "prevailing party" unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice.
Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).

11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).

13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.

14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).

15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).

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

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

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

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

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

Miss. Code Anno. 21-27-1

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

MS AG Ops. 2012-00013

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

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

Acknowledged and agreed:

_____
CITY
Date:

ENSCON, LLC
CONTRACTING PARTY
Date: August 10, 2026

AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE August 11, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MINUTES FOR JULY 13, 2026 **DRB**

Request: DRB

In the matter of approval of Major Thoroughfare Committee Minutes for July 13, 2026

Tupelo Major Thoroughfare Program Minutes

Date: 07/13/2026 **Time:** 4:30 PM **Call to Order:** Greg Pirkle **Meeting Adjourned:** 4:51 PM

ROLL CALL: Brent Spears

In Attendance

MAJOR THOROUGHFARE MEMBERS PRESENT:

Greg Pirkle Dan Rupert Danny Riley Jon Milstead Ernie Joyner Drew Robertson
Bill Cleveland George Jones Robert Traylor David Rumbarger Charlotte Loden
Stuart Johnson Terry Bullard

MAJOR THOROUGHFARE MEMBERS NOT PRESENT:

Raphael Henry Ted Roach Robin Hare

OTHERS PRESENT:

Brent Spears Dennis Bonds John White Hayden Harris Kelly Knight Johnny Timmons
Ben Logan Don Lewis Bentley Nolan

Approval of Minutes

Chairman Greg Pirkle asked the Committee to review and approve the minutes from the May 11, 2026 and June 8, 2026 Major Thoroughfare meetings. Dan Rupert made the motion to accept the minutes. David Rumbarger seconded the motion.

Minutes were approved unanimously by the Committee.

Budget Report

Dennis Bonds reviewed the Major Thoroughfare Phase VII Budget Report for the month ending June 30, 2026. Beginning Cash Balance was $1,316,504. Total Revenue from Property Tax was $106,496, Interest Earned was $3,120. Total Revenue was $109,616. Total Expenditures for June were $573,851, $10,064 for personnel cost, and $563,787 for Barnes Crossing to Gloster (New Road). Ending Cash Balance for June is $852,269.

.

Current Projects

Dennis Bonds reviewed updates on the current projects

- **New Road (Gloster to Northern Loop)**
  - Phase 1 is substantially complete. Phase 2 has limestone base, curb& gutter, and driveway work ongoing.
  - Expect to be completed ahead of target opening
- **Jackson West Barnes Crossing Curb & Gutter (NTP to Crossroads Blvd.)**
  - Bids will be opened July 21st.

Open Discussion

Dennis Bonds stated that he met with Engineering selection committee prior to the July 13, 2026 Major Thoroughfare meeting to discuss the Engineering selection process.

Chairman Greg Pirkle

Recorded by Dennis Bonds

Submitted by Dennis Bonds

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE August 13, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF COURTNEY PHILPOT TO SERVE ON THE TUPELO COLISEUM COMMISSION **SC**

Request:

Approval of Courtney Philpot to serve out the term left vacant by Peggy Garduno resignation. Courtney would serve through July, 2028 on the Arena Commission.



Courtney Philpot is a native of Tupelo, Mississippi, with nine years of experience in the hospitality industry. She currently serves as an Area Sales Manager with ZMC Hotels, a position she has held for seven years. In recognition of her professional accomplishments and commitment to excellence, Courtney was named **Sales Manager of the Year in 2024**.

Courtney is a graduate of the University of Mississippi and is currently pursuing a master's degree in Clinical Mental Health Counseling. She also remains actively engaged in the local hospitality community through her participation in Innkeepers meetings.

As a Tupelo native and hospitality professional, Courtney is passionate about the continued growth of her community and looks forward to bringing her experience in hospitality, sales, relationship building, and community engagement to her service on the Coliseum Commission.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephanie Coomer, Director

DATE August 13, 2026

SUBJECT: IN THE MATTER OF CVB BOARD MINS. AUGUST 4, 2026 **SC**

Request:

Approval of August board minutes.

Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, August 4, 2026

The Tupelo Convention & Visitors Bureau met Tuesday, August 4, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Stephanie Coomer, Dimple Patel, Ashley Elkins, Leslie Nabors, and Stephanie Browning. Staff members present were Mitch Lowe, Jennie Bradford Curlee, Pier Cummings, and Courtney Holcomb. Kim Hanna represented the City of Tupelo.

Stephanie Coomer called the meeting to order at 2:05 p.m.

Ashley Elkins made a motion to approve the agenda. Leslie Nabors seconded the motion. All voting aye, the motion carried.

Kim Hanna presented the financial report.

Ashley Elkins moved that the minutes from July 7, 2026, be approved as presented. Leslie Nabors seconded the motion. All voting aye, the motion carried.

Mitch Lowe, Jennie Bradford Curlee, and Courtney Holcomb presented staff reports.

Leslie Nabors made a motion to approve the FY '27 budget. Ashley Elkins seconded the motion. All voting aye, the motion carried.

The meeting adjourned at 2:28 p.m.

Submitted by:

Stephanie Coomer

Stephanie Coomer, Chairman

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE August 13, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF AN ORIDINANCE AMENDING THE TUPELO WATER & LIGHT DEPARTMENT'S ELECTRIC RATES EFFECTIVE OCTOBER 1, 2026 **JT**

Request:

Tupelo Water & Light Department requests your approval of the attached ordinance allowing an increase to our electric rates effective October 1, 2026. This rate request results in a 2% bill impact to all standard service classes as described below:

- Residential --- Increase Customer Charge $1.00 and kWh rate $0.00120
- GSA 1 and TGSA 1 --- Increase Customer Charge (both tiers) $1.00 and kWh rate $0.00170
- GSA 2 and TGSA 2 --- Increase kWh rate $0.00210 (both tiers)
- GSA 3 and TGSA 3 --- Increase kWh rate $0.00220
- Outdoor Lighting --- Increase kWh rate $0.00138

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, OCTOBER 1, 2023, OCTOBER 1, 2024, AND OCTOBER 1, 2026 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 18, 2026, 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, 2026, 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.

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, 2026."

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, 2026

RS – Residential Schedule (Class 22)(Rate Code: 117)

Customer Charge (All Months)	$12.56
Summer Months – Non-Fuel Energy Charge – per kWh	$0.08550
Winter Months – Non-Fuel Energy Charge – per kWh	$0.08204
Transition Months – Non-Fuel Energy Charge – per kWh	$0.07985

GSA – General Power Schedule (Commercial, Industrial Service)

GSA-1 (0-50 kW) (Class 40) (Rate Code: 148)

Customer Charge (All Months)	$17.74
Summer Months – Non-Fuel Energy Charge – per kWh	$0.09787
Winter Months – Non-Fuel Energy Charge – per kWh	$0.09445
Transition Months – Non-Fuel Energy Charge – per kWh	$0.09228

GSA-2 (51-1,000 kW) (Class 50) (Rate Code: 148)

Customer Charge (All Months)	$34.00
Summer Months:	
Demand Charge – First 50 kW	$0.00
Additional kW	$13.97
Non-Fuel Energy Charge – First 15,000 kWh	$0.09855
Non-Fuel Energy Charge – Additional kWh	$0.05345
Winter Months:	
Demand Charge – First 50 kW	$0.00
Additional kW	$12.94
Non-Fuel Energy Charge – First 15,000 kWh	$0.09513
Non-Fuel Energy Charge – Additional kWh	$0.05021
Transition Months:	
Demand Charge – First 50 kW	$0.00
Additional kW	$12.94
Non-Fuel Energy Charge – First 15,000 kWh	$0.09296
Non-Fuel Energy Charge – Additional kWh	$0.04891

GSA - 3 (1,001-5,000 kW) (Class 54) (Rate Code: 148)

Customer Charge (All Months)	$98.48
Summer Months:	
Demand Charge – First 1,000 kW	$14.04
Excess over 1,000 kW	$17.05
Non-Fuel Energy Charge – per kWh	$0.05429
Winter Months:	
Demand Charge – First 1,000 kW	$13.02
Excess over 1,000 kW	$15.97
Non-Fuel Energy Charge – per kWh	$0.05105
Transition Months:	
Demand Charge – First 1,000 kW	$13.02
Excess over 1,000 kW	$15.92
Non-Fuel Energy Charge – per kWh	$0.04975

GSB – TOU – General Power Schedule (Industrial 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	$11.95
Maximum Demand	$5.58
Excess Demand	$11.95
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.07153
Off Peak: Block 1 – First 200 HOU	$0.04412
Block 2 – Next 200 HOU	$0.00610
Block 3 – Excess of 400 HOU	$0.00234
Winter Months:	
Demand Charge – per kW:	
On Peak Demand	$10.89
Maximum Demand	$5.58
Excess Demand	$10.89
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.05904
Off Peak: Block 1 – First 200 HOU	$0.04657
Block 2 – Next 200 HOU	$0.00610
Block 3 – Excess of 400 HOU	$0.00234

Transition Months:

Demand Charge – per kW:	
On Peak Demand	$10.89
Maximum Demand	$5.58
Excess Demand	$10.89
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.04377
Off Peak: Block 1 – First 200 HOU	$0.04377
Block 2 – Next 200 HOU	$0.00610
Block 3 – Excess of 400 HOU	$0.00234

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	$11.95
Maximum Demand	$4.97
Excess Demand	$11.95
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.07153
Off Peak: Block 1 – First 200 HOU	$0.04412
Block 2 – Next 200 HOU	$0.00610
Block 3 – Excess of 400 HOU	$0.00234
Winter Months:	
Demand Charge – per kW:	
On Peak Demand	$10.89
Maximum Demand	$4.97
Excess Demand	$10.89
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.05904
Off Peak: Block 1 – First 200 HOU	$0.04657
Block 2 – Next 200 HOU	$0.00610
Block 3 – Excess of 400 HOU	$0.00234
Transition Months:	
Demand Charge – per kW:	
On Peak Demand	$10.89
Maximum Demand	$4.97
Excess Demand	$10.89
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.04377

Off Peak:	Block 1 – First 200 HOU	$0.04377
	Block 2 – Next 200 HOU	$0.00610
	Block 3 – Excess of 400 HOU	$0.00234

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	$11.27
Maximum Demand	$2.33
Excess Demand	$11.27

Non-Fuel Energy Charge – per kWh:

On Peak		$0.06345
Off Peak:	Block 1 – First 200 HOU	$0.03595
	Block 2 – Next 200 HOU	$0.00331
	Block 3 – Excess of 400 HOU	$0.00050

Winter Months:

Demand Charge – per kW:

On Peak Demand	$10.19
Maximum Demand	$2.33
Excess Demand	$10.19

Non-Fuel Energy Charge – per kWh:

On Peak		$0.05091
Off Peak:	Block 1 – First 200 HOU	$0.03841
	Block 2 – Next 200 HOU	$0.00331
	Block 3 – Excess of 400 HOU	$0.00050

Transition Months:

Demand Charge – per kW:

On Peak Demand	$10.19
Maximum Demand	$2.33
Excess Demand	$10.19

Non-Fuel Energy Charge – per kWh:

On Peak		$0.03936
Off Peak:	Block 1 – First 200 HOU	$0.03936
	Block 2 – Next 200 HOU	$0.00331
	Block 3 – Excess of 400 HOU	$0.00050

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	$11.27
Maximum Demand	$1.72
Excess Demand	$11.27
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.06222
Off Peak: Block 1 – First 200 HOU	$0.03471
Block 2 – Next 200 HOU	$0.00485
Block 3 – Excess of 400 HOU	$0.00485

Winter Months:

Demand Charge – per kW:	
On Peak Demand	$10.19
Maximum Demand	$1.72
Excess Demand	$10.19
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.04967
Off Peak: Block 1 – First 200 HOU	$0.03716
Block 2 – Next 200 HOU	$0.00485
Block 3 – Excess of 400 HOU	$0.00485

Transition Months:

Demand Charge – per kW:	
On Peak Demand	$10.19
Maximum Demand	$1.72
Excess Demand	$10.19
Non-Fuel Energy Charge – per kWh:	
On Peak	$0.03812
Off Peak: Block 1 – First 200 HOU	$0.03812
Block 2 – Next 200 HOU	$0.00485
Block 3 – Excess of 400 HOU	$0.00485

Outdoor Lighting

Summer Months – Energy Charge – per kWh	$0.05409
Winter Months – Energy Charge – per kWh	$0.05063
Transition Months – Energy Charge – per kWh	$0.04844

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)	$37.64
Summer Months:	
Non-Fuel Energy Charge – All On Peak kWh	$0.20379

Non-Fuel Energy Charge – All Off Peak kWh	$0.07019

Non-Summer Months:

Non-Fuel Energy Charge – All On Peak kWh	$0.18234
Non-Fuel Energy Charge – All Off Peak kWh	$0.07310

TGSA-2 (51-1,000 kW)

Customer Charge (All Months)	$97.24

Summer Months:

Demand Charge – per kW:	
On Peak Demand	$16.55
Excess Demand	$3.63
Non-Fuel Energy Charge – All On Peak kWh	$0.09343
Non-Fuel Energy Charge – All Off Peak kWh	$0.06506

Non-Summer Months:

Demand Charge – per kW:	
On Peak Demand	$15.47
Excess Demand	$3.63
Non-Fuel Energy Charge – All On Peak kWh	$0.08084
Non-Fuel Energy Charge – All Off Peak kWh	$0.06796

TGSA - 3 (1,001-5,000 kW)

Customer Charge (All Months)	$671.43

Summer Months:

Demand Charge – per kW:	
On Peak Demand	$15.37
Excess Demand	$2.60
Additional Demand Charge – per kW:	$15.37
In excess of 2,500 kW or customers On Peak or Off Peak contract demand (Higher of the two values)	
Non-Fuel Energy Charge – All On Peak kWh	$0.07984
Non-Fuel Energy Charge – All Off Peak kWh	$0.05144

Non-Summer Months:

Demand Charge – per kW:	
On Peak Demand	$14.30
Excess Demand	$2.60
Additional Demand Charge – per kW:	$14.30
In excess of 2,500 kW or customers On Peak or Off Peak contract demand (Higher of the two values)	

Non-Fuel Energy Charge – All On Peak kWh	$0.06729
Non-Fuel Energy Charge – All Off Peak kWh	$0.05442

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 notify Distributor at least 12 months prior to the effective date of such changed hours.

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 Bentley Nolan _____

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, 2026.

CITY OF TUPELO, MISSISSIPPI

BY: _____
President

ATTEST:

_____
Sandy Shumaker, Clerk of the Council

APPROVED:

_____
Todd Jordan, Mayor

_____
DATE

ATTEST:

_____
Kim Hanna, City Clerk