

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
MARCH 5, 2019

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall Building on Tuesday, March 5, 2019 at 6:00 p.m. with the following in attendance: Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan, Willie Jennings, City Attorney Ben Logan; Amanda Daniel, Clerk of the Council.

Councilman Markel Whittington gave the invocation, followed by the Pledge of Allegiance led by President Travis Beard.

IN THE MATTER OF CALLING THE MEETING TO ORDER

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

IN THE MATTER OF CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Councilwoman Davis moved, seconded by Councilman M. Bryan, to confirm the agenda and agenda order as presented. The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS, AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

No Scouts were present for recognition.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

No employees were present for recognition of reaching milestones in their tenure of service.

IN THE MATTER OF A PROCLAMATIONS RECOGNIZING "COLON CANCER AWARENESS" MONTH

Mayor Shelton presented Haley Jones, Ms. Delta Blues King, a signed proclamation recognizing March 2019 as "No One Fights Alone: Colon Cancer Awareness Month" and encouraged all citizens to be aware of possible symptoms and the importance of regular screenings. A copy of this proclamation is attached to these minutes as **APPENDIX A.**

IN THE MATTER OF PUBLIC RECOGNITIONS

City Council members made the following recognitions:

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Councilwoman Davis encouraged everyone to attend a special program for Black History Month on March 9, 2019 from 2-5p.m. at the St. Paul United Methodist Christian Life Center. The program will feature a Soul Food Fest and will honor outstanding African Americans in the nation, state, and locally. Approximately thirty banners will be hanging Downtown and in Parkhill to honor those leaders.

Councilman Mike Bryan gave a “shout out” to the City Engineering Department, Public Works Department, and the City Administration for working alongside the West Wind Neighborhood Association to address the major flooding issues in West Wind Subdivision. He thanked the City Council for working together with the community to provide funding for this project. Councilman Bryan is glad to report that the flooding issues in this area are resolved.

Councilman Beard recognized Ruth Fondon, and welcomed her to the meeting. Ms. Fondon recently became Mayor Shelton’s executive assistant.

The State of the City report was presented on February 19, 2019. Additionally, the State of the City report will be presented at 6:00 p.m., in each ward on the following dates:

1. Ward 1, March 14, Bel Air Center
2. Ward 2, March 7, St. Luke United Methodist Church
3. Ward 3, Held February 21, Lawndale Presbyterian Church
4. Ward 4, March 21, Lee County Library
5. Ward 5, March 12, Elvis Presley Birthplace
6. Ward 6, March 26, Thomas Street School Cafeteria
7. Ward 7, Held March 4, Haven Acres Boys and Girls Club

The Councilman Palmer extended an invitation to attend the upcoming State of the City meeting for Ward 5 on March 12, 2019.

Councilman Jennings thanked the citizens of Ward 7 for attending the March 4th State of the City event held at Haven Acres Boys and Girls Club. The event was a huge success!

IN THE MATTER OF THE MAYOR’S REPORT

Mayor Shelton thanked the City Council and community for participating in the ward-specific State of the City reports. Attendance was good at the Ward 3 and Ward 7 events.

Mayor Shelton echoed Councilwoman Davis and encouraged the public to attend the March 9, Black History Month program being held at St. Paul United Methodist Christian Life Center from 2-5 p.m.

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For the purpose of the minutes, Mayor Shelton congratulated the Tupelo High School Boys Basketball team. He congratulated Marcus Gary, Community Outreach Coordinator, and explained that Gary's son is the "star" player on the team. Mayor Shelton wished the team good luck as the travel to the state championship.

The Salvation Army "Empty Bowls" luncheon will be held March 6, 2019 at the Tupelo Furniture Market. The doors will open at 10:30 a.m. lunch is served from 11a.m. to 1 p.m. Mayor Shelton encouraged the citizens of Tupelo to support this event. The Salvation Army food truck will be parked serving soup for the fundraiser in front of City Hall.

Mayor Shelton thanked the Community Development Foundation, Three Rivers, Lee County Supervisors, Tennessee Valley Authority, North MS Industrial Development Association, Mississippi Development Authority, and state officials for pulling together to better our community and as a result the City of Tupelo placed 5th out of 575 micropolitan areas for economic development in the country.

Luke Combs will perform Friday, March 8 at the Bancorpsouth Arena. Mayor Shelton announced that this is a sellout performance.

Tupelo Community Theatre will present "*A Time to Kill*" beginning March 7-9 at 7:30 p.m. and March 9 at 2 p.m. at the Lyric Theatre.

On behalf of the City of Tupelo, our thoughts and prayers are with the people of South Alabama, Georgia, and Florida who were affected by the recent devastating series of storms. Tupelo's own 8 Days of Hope is mobilizing to travel to the storm area to offer aid.

(CLOSE THE REGULAR MEETING AND OPEN THE PUBLIC AGENDA)

PUBLIC AGENDA

PUBLIC HEARINGS

No items appeared for consideration.

CITIZEN HEARING

No items appeared for consideration.

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ACTION AGENDA

IN THE MATTER OF RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER IN TO A REAL ESTATE OPTION TO SELL 520 CARNATION STREET TO OLD HISTORIC CARNATION, L.P.

Councilman Whittington moved, seconded by Councilman Palmer to approve this resolution as submitted. The vote was unanimous in favor. An executed copy of the resolution is attached to these minutes and incorporated herein as **APPENDIX B.**

IN THE MATTER OF REVIEW, APPROVE, REJECT MINUTES OF THE FEBRUARY 19, 2019 REGULAR COUNCIL MEETING

Councilman Palmer moved, seconded by Councilman Jennings, to approve the minutes as submitted. The vote was unanimous in favor.

IN THE MATTER OF REVIEW, APPROVE, REJECT LIST OF ADVERTISING AND PROMOTIONAL EXPENSES

Chief Financial Officer, Kim Hanna, submitted a request to the City Council to approve a list of expenditures for advertising and bringing into favorable notice the opportunities, possibilities, and resources to the City of Tupelo. Councilwoman Davis moved, seconded by Councilwoman Jennings, to approve the advertising and promotional list as submitted. The vote was unanimous in favor. A copy of the list is attached to these minutes as **APPENDIX C.**

IN THE MATTER OF REVIEW, PAY BILLS

Bills were reviewed at 4:30 p.m. by council members: Travis Beard, Buddy Palmer, Markel Whittington, Mike Bryan; Missy Shelton, Deputy Clerk.

Councilman Whittington moved, seconded by Councilman Palmer, to approve the payment of the checks bills, and claims. The vote was unanimous in favor.

CHECK NUMBERS 353853-354176
ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF THE DOCKET
INVOICES AS SHOWN ON THE FACE OF THE DOCKET

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IN THE MATTER OF REVIEW, APPROVE, REJECT FY2019 BUDGET REVISION NO. 5

Chief Financial Officer Kim Hanna explained the budget amendment. Councilwoman Davis moved, seconded by Councilman Jennings to approve this revision as submitted. After a full discussion on the matter, the motion passed by a vote of 4-2 with members voting as follows:

Aye: Councilmembers Beard, Davis, Palmer, M. Bryan, Jennings

Nay: Councilmembers Whittington, L. Bryan

A copy of FY2019 Budget Revision No. 5 is attached to these minutes and made a part hereof as **APPENDIX D.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST INTERNATIONAL TRAVEL AND DAILY PER DIEM RATE FOR MAYOR SHELTON TO ATTEND THE NORWAY ELVIS FESTIVAL AND THE BAD NAUHEIM ELVIS FESTIVAL TO PROMOTE VISITATION AND TAKE PART IN GUEST PANEL DISCUSSIONS

Mayor Shelton submitted a request for international travel and a daily per diem rate of \$840.00 for the Norway Festival on August 6-11 and a per diem rate of \$524.00 for the Bad Nauheim Festival on August 16-19. The Tupelo Convention Bureau and Norway Elvis Festival will fund this trip. No money from the Tupelo general fund will be spent on this travel.

Councilman Whittington moved, seconded by Councilman Jennings to approve this request as submitted. The vote was unanimous in favor. A copy of the request is attached as **APPENDIX E.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST FOR DONATED LEAVE FOR PARKS AND RECREATION EMPLOYEE QUANDRA TRIMBLE

Parks and Recreation Director Alex Farned submitted a letter of request to allow the Parks and Recreation Department to donate leave time to Parks and Recreation Employee Quandra Trimble. In accordance with the guidelines outlined in Section 601 of the City of Tupelo Employee Handbook, Councilman Palmer moved, seconded by Councilman M. Bryan, to approve this recommendation. The vote was unanimous in favor. A copy of the letter is attached as **APPENDIX F.**

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IN THE MATTER OF REVIEW, ACCEPT; REJECT THE MINUTES OF THE
JANUARY 22, 2019 TUPELO COLISEUM COMMISSION

Councilman Whittington moved, seconded by Councilman Palmer, to accept the minutes as submitted. Of those present, the vote was unanimous in favor. A copy of the minutes is attached as **APPENDIX G.**

IN THE MATTER OF REVIEW, APPROVE, REJECT AGREEMENT BETWEEN THE
BANCORPSOUTH ARENA AND CONFERENCE CENTER AND MCCARTY
ARCHITECTS PROFESSIONAL ASSOCIATION

Councilwoman Davis moved, seconded by Councilman Whittington, to approve this agreement as submitted. The vote was unanimous in favor. A copy of this agreement is attached to these minutes as **APPENDIX H.**

IN THE MATTER OF REVIEW, APPROVE, REJECT AGREEMENT BETWEEN THE
BANCORPSOUTH ARENA AND CONFERENCE CENTER AND INNOVATION
CONSTRUCTION MANAGEMENT, LLC

Councilman Palmer moved, seconded by Councilwoman Davis, to approve this agreement as submitted. The motion passed by a vote of 6-1 with the members voting as follows:

Aye: Councilmembers Whittington, Beard, Davis, Palmer, M. Bryan, Jennings

Nay: Councilmember L. Bryan

A copy of this agreement is attached as **APPENDIX I.**

IN THE MATTER OF REVIEW/APPROVE/REJECT THE TRANSFER OF BAD DEBT

Councilman Whittington moved, seconded by Councilman Jennings to approve writing off to the bad debt file a list of Water and Light Collections accounts. The total bad debt amount represents 0.0012% of the total revenue for the period of July 2017 thru June 2018. Efforts will continue to be made to collect these accounts even though they have been transferred to this accounting classification. A copy of this document is attached to these minutes as **APPENDIX J.**

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IN THE MATTER OF REVIEW/AWARD REJECT BID 1533WL FOR THE WATER AND LIGHT DEPARTMENT

Councilman Whittington moved to award sections 1, 3, 4, 5, 6, and 7 of the following bid to Paul Smithey Construction as lowest and best bidder and to award Section 2 of the following bid to M&M Construction as lowest and best bidder. Councilman Palmer seconded the motion. The vote was unanimous in favor. A copy of the bid packet is attached as **APPENDIX K.**

BID NO. 1533WL – SOURCE OF SUPPLY BID (12 MONTH BID)

Section 1- Paul Smithey Construction	\$5,424.35
Section 2 – M & M Construction	\$909.70
Section 3 – Paul Smithey Construction	\$95,697.00
Section 4 – Paul Smithey Construction	\$12,523.40
Section 5- Paul Smithey Construction	\$912.45
Section 6 – Paul Smithey Construction	\$2,772.00
Section 7 – Paul Smithey Construction	\$8,735.50

IN THE MATTER OF REVIEW, AWARD, REJECT BID NO. 1536PW AND 1537PW TO SELL TWO KUBOTA TRACTORS FOR THE PUBLIC WORKS DEPARTMENT

One bidder responded to this bid opening. Councilman Palmer moved, seconded by Councilman Whittington, to find the bids as commercially reasonable, to find prospective bidders had proper notice and opportunity to submit bids and to award bid numbers 1536PW and 1537PW to the sole bidder Chickasaw Equipment. The vote was unanimous in favor. The copy of the bid packet is attached as **APPENDIX L.**

IN THE MATTER OF REVIEW, AWARD, REJECT BID NO. 1534PW THERMOPLASTIC TRAFFIC MARKING/MATERIALS FOR THE PUBLIC WORKS DEPARTMENT

One bidder responded to this bid opening. Councilman Whittington moved, seconded by Councilman M. Bryan, to find the bid as commercially reasonable, to find prospective bidders had proper notice and opportunity to submit bids and to award bid 1534PW to Riverside Traffic as the sole bidder. The vote was unanimous in favor. A copy of the bid packet is attached as **APPENDIX M.**

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IN THE MATTER OF REVIEW, APPROVE, REJECT PERMISSION TO SURPLUS TO SCRAP LISTED ITEMS FOR THE FINANCE DEPARTMENT

Chief Financial Officer Kim Hanna submitted that these items be listed as surplus as no longer needed by the department and to utilize requested means of disposal. Pursuant to applicable state law, Councilman L. Bryan moved, seconded by Councilwoman Davis to approve this request as submitted. A copy of the request and a list is attached to these minutes as **APPENDIX N.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST TO SURPLUS TO SELL AT THE MUNICIPAL AUCTION-

2004 CUB CADET 4X4 SERIAL NO. 1D27660014

Fire Chief Thomas Walker submitted a request that this item be declared surplus as no longer needed by his department and requested it be sold at the upcoming public auction. Councilman M. Bryan moved, seconded by Councilman L. Bryan, to find this item no longer of use to the city, declared surplus, and sold at public auction. The vote was unanimous in favor. A copy of this request is attached as **APPENDIX O.**

IN THE MATTER OF REVIEW, APPROVE, REJECT REQUEST TO DECLARE SURPLUS, TO BE REMOVED FROM THE ASSETS LIST, TO RETIRE POLICE CANINE JAX, AND TO BE RELEASE TO HIS HANDLER OFFICER DUSTIN TUTOR FOR THE REMAINDER OF HIS DAYS

Medical records indicate that an injury prevents Canine Jax from his duties. The Tupelo Police Department requested to retire Canine Jax, declare Canine Jax as surplus, remove the canine from the asset list and release the dog to his handler, Office Dustin Tutor, for the remainder of the animal's days. Councilman Whittington moved, seconded by Councilman Palmer, to approve this request as submitted. The vote was unanimous in favor. A copy of the request and supporting medical records are attached as **APPENDIX P.**

IN THE MATTER OF REVIEW, ACCEPT, REJECT NOMINATIONS FOR THE TUPELO QUALITY OF LIFE COMMITTEE

Councilman Buddy Palmer moved, seconded by Councilwoman Davis, to accept the nominations to the Tupelo Quality of Life Committee. The vote was unanimous in favor. Copies of the nominee's resumes are attached as **APPENDIX R.**

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IN THE MATTER OF REVIEW, APPROVE, REJECT TUPELO PARKS AND RECREATION DEPARTMENT'S REQUEST TO ACCEPT A DONATION OF EQUIPMENT FROM THE TUPELO SPORTS COUNCIL

Councilman Palmer moved, seconded by Councilman Jennings, to approve this donation. The vote was unanimous in favor. A copy of this request is attached to these minutes as **APPENDIX S.**

IN THE MATTER OF REVIEW, ADOPT, REJECT RESOLUTIONS ADJUDICATING COST AND ASSESSING LIENS AGAINST REAL PROPERTY (LOT MOWING)

Councilman Whittington moved, seconded by Councilman Palmer to adopt this Resolution for the assessment of liens against the following listed properties. Hearings have been held previously before the City Council in which the properties were adjudicated to be a menace to public health and safety. The City of Tupelo has cleaned and mowed the properties and has adjudicated costs and penalties according to law. The vote was unanimous in favor.

Properties against which these Resolutions of Assessment Liens are enrolled include Anthony F. Sansone, Dancer McCoy. Executed copies of these resolutions are attached to these minutes and incorporated herein as **APPENDIX T.**

IN THE MATTER OF REVIEW, ACCEPT, REJECT THE RE-APPOINTMENT OF EDDIE PRATHER TO THE TUPELO PUBLIC SCHOOL DISTRICT BOARD

Councilman Whittington moved, seconded by Councilwoman Davis; accept the request to re-appoint Prather. The motion passed by a vote of 6-1 with the members voting as follows:

Aye: Councilmembers Whittington, Beard, Davis, Palmer, M. Bryan, Jennings

Nay: Councilmember L. Bryan

STUDY AGENDA

No items appeared for consideration.

EXECUTIVE SESSION

No items appeared for consideration

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IN THE MATTER OF ADJOURNMENT

With no further business to come before the City Council, Councilman Whittington moved, seconded by Councilman Palmer, to adjourn the meeting at 6:45 p.m.




TRAVIS BEARD, PRESIDENT

ATTEST:



AMANDA DANIEL
CLERK OF THE COUNCIL



JASON SHELTON, MAYOR
March 20, 2019

DATE



Office of the Mayor
COLON CANCER AWARENESS MONTH
Proclamation

WHEREAS, Colorectal cancer is the second-leading cause of cancer deaths in the U.S. among men and women combined but there is currently no cure; and

WHEREAS, one in twenty men and one in twenty women will be diagnosed with colorectal cancer in their lifetimes; and

WHEREAS, there are now more than one million survivors of colorectal cancer in the United States; and

WHEREAS, the national goal established by the National Colorectal Cancer Roundtable is 80 percent of Americans ages 50 and older be screened in every community; and

WHEREAS, if the majority of people in the United States age 50 or older were screened regularly for colorectal cancer, half of all cases could be prevented entirely; and

WHEREAS, it's critical that all people of all ages know the signs and symptoms of the disease; and

WHEREAS, observing a Colorectal Cancer Awareness Month during the month of March would provide a special opportunity to offer education on the importance of early detection and screening; and

NOW THEREFORE, BE IT RESOLVED THAT, I, Jason Shelton, Mayor of the City of Tupelo, do hereby proclaim March, 2019 as

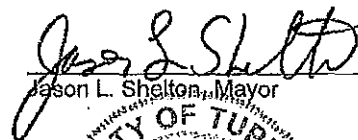
"NO ONE FIGHTS ALONE"
"COLON CANCER AWARENESS MONTH"

In Tupelo, Mississippi, and encourage all citizens to be aware of possible symptoms and get screened regularly.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Tupelo to be affixed this the 5th day of March, 2019.

Attest:

Kim Hanna
City Clerk


Jason L. Shelton, Mayor



Appendix A

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A THE REAL ESTATE OPTION AGREEMENT TO SELL 520 CARNATION STREET
TO OLD HISTORIC CARNATION, L.P.**

WHEREAS, the governing authorities of the City of Tupelo are empowered to act with respect to the care, management and control of municipal affairs and its properties pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell, convey or lease real property on such terms as it may elect that are consistent with statutory authority and

WHEREAS, Pursuant to Section 21-17-1, et seq. of the Mississippi Code Annotated (1972), as amended, including the authority to sell such real property as determined by the city to no longer useful for municipal purposes; and

WHEREAS, , the City of Tupelo finds the municipal property located at 520 Carnation Street no longer necessary for municipal purposes; and

WHEREAS, the City of Tupelo has obtained an appraisal of the real property located at 520 Carnation Street, also known as the old Carnation Milk Plant, said appraisal valuing same at One Hundred Thousand Dollars, (\$100,000.00); and

WHEREAS, the developer, Old Historic Carnation, L.P., has commissioned an appraisal and desires to execute an option to purchase the real property; and

WHEREAS, Pursuant to Miss Code Anno. §21-17-1, the City of Tupelo, acting in the best interest of the city, can sell real property for the average of two separate appraisals; and

WHEREAS, The City Council of the City of Tupelo authorizes the Mayor and City Clerk to enter into the Option to Purchase Agreement to sell property located at 520 Carnation Street to Old Historic Carnation, L.P., for the purchase price of One Hundred Thousand Dollars (\$100,000) or the average of two appraisals, whichever is higher; and

WHEREAS, the option amount is commercially reasonable, and the sales price is authorized pursuant to statute; and

WHEREAS, the sale of the real property no longer used for municipal purposes to Old Historic Carnation, L.P., for the purposes of renovating and building an I.R.S. Section 42 senior living housing development is in the best interests of the area where the development it will be located and the City of Tupelo, Mississippi.

NOW, THEREFORE, let it be resolved and ordered by the City Council of the City of Tupelo as follows:

Appendix B

1. The prefatory paragraphs of this Resolution are hereby found and determined to be in accordance with the necessary and warranted exercise of the authority of the City of Tupelo by selling necessary interests in the real property for the purposes of revitalization efforts.
2. The property located at 520 Carnation Street is no longer needed for municipal purposes.
3. Mayor Jason Shelton and Kim Hanna, City Clerk for the City of Tupelo are hereby authorized by the City Council to enter into an Option to Purchase Agreement with Old Historic Carnation, L.P. to sell the property located at 520 Carnation Street.

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

Councilmember Whittington voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember M. Bryan voted	<u>Aye</u>
Councilmember Jennings voted	<u>Aye</u>

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 5th day of March, 2019.

CITY OF TUPELO, MISSISSIPPI

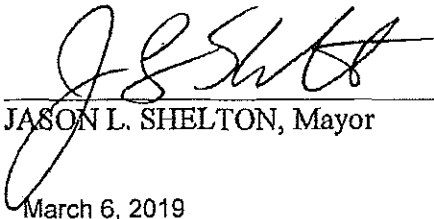
By: Travis Beard
TRAVIS BEARD
City Council President

ATTEST:

Amanda Daniel
AMANDA DANIEL, Clerk of the Council

B

APPROVED:



JASON L. SHELTON, Mayor

March 6, 2019

DATE

OPTION TO PURCHASE
REAL PROPERTY

original
6.1

In consideration of the sum of **\$1,000.00 (One Thousand Dollars)** cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned:

SELLER:

THE CITY OF TUPELO

Physical Address: 520 Carnation Street, Tupelo, MS 38801
Mailing Address: P.O. Box 1485, Tupelo, MS 38801
Authorized Signature: The City of Tupelo
Shane Hooper, Director of Development Services
Contact: Pat Faulkner
Department of Development Services
P.O. Box 1485
Tupelo, MS 38802-1485
(662) 841-6510

Grants this option to purchase the below described real property to:

PURCHASER:

OLD HISTORIC CARNATION, L.P.

Physical Address: 7538 Old Canton Road, Madison, MS 39110
Mailing Address: P. O. Box 2118, Madison, MS 39130-2118
Authorized Signature: J. Steve Nail, Member

The property located at **520 Carnation Street, Tupelo, Lee County, State of Mississippi, 38801** is the real property referenced in this Option to Purchase Real Property:

Attached as EXHIBIT 'A' (Legal Description of the Property)

The following are the specific terms and conditions of this Option:

1. This Option is given to enable the Buyer to apply for housing tax credits through Mississippi Home Corporation; the allocating state agency. It is agreed that the Buyer's efforts to obtain the credits constitute a part of the consideration for this option.
2. If Buyer exercises this Option, the total purchase price for said property is **\$100,000 (One Hundred Thousand Dollars and no/100's)**) or the average of two certified appraisals, whichever is greater, with no credit for this or any other payment for an option on this property.
3. The Buyer agrees to pay all expenses to determine and clear the title to the property including, if required, abstract or certificate of title or policy of title insurance, continued down to the date of acceptance of this option and thereafter continued down to and including date of recordation of the deed from the Seller to the Buyer, costs of survey, if required, and attorney's fees; and the parties agree that, except as herein provided, all taxes, liens, encumbrances or other interests in third persons will be satisfied, discharged, or paid by the Buyer including stamp taxes and other expenses incident

Page 16 to the preparation and execution of the deed and other evidences of title and transfer of title, Buyer will pay all costs of closing.

4. The Seller also agrees to provide the Buyer information reasonably available to it regarding the building and the property.
5. The Seller further agrees to convey said property to the Buyer by special warranty deed in the form, manner and at the time required, conveying to the Buyer fee-simple title at the time of closing. The purchase price of **\$100,000 (One Hundred Thousand Dollars and no/100's)) or the average of two certified appraisals, whichever is greater,** shall be paid at the time of the closing. It is understood and agreed that this Option and any sale as a result of it is based on Buyer purchasing and Seller selling the property "as is" and "where is" and that the structures on the real property are historic and include potentially unstable elements. All risks of collapse, alteration and instability are acknowledged as Buyer is aware and agrees that structures on the property have been extensively damaged and gutted by prior fire loss and the historic value of the remaining structures have been stabilized to preserve the façade and exterior walls of the building. Buyer further acknowledges and agrees that there are limitations on allowed alterations based on the historic significance of the structures present on the property. Buyer agrees to comply with requirements of the Department of Archives and History of the State of Mississippi regarding the alteration, renovation, and development of the structure as well as applicable state and federal laws, rules and regulations regarding the presentation of historic structures. Buyer further acknowledges that the remaining structure is what remains of the historic building which has been listed on the National Register of Historic Buildings.
6. Taxes, water assessments and other general and special assessments of whatsoever nature for the year in which the closing of the transaction conveying title takes place shall be prorated as of the date of the closing of the transaction, it being expressly agreed that for the purpose of such proration the tax year shall be deemed to be the calendar year. If the closing of the transaction shall occur before the tax rate is fixed, the apportionment of taxes shall be on the basis of the tax rate for the next preceding year applied to the latest assessed valuation.
7. This option may be exercised by the Buyer and Seller, at any time while the offer herein shall remain in force, by mailing, emailing, faxing or delivering in person a written notice of acceptance of the offer herein to:

SELLER:

THE CITY OF TUPELO

Physical Address: 520 Carnation Street, Tupelo, MS 38801
Mailing Address: P.O. Box 1485, Tupelo, MS 38801
Authorized Signature: The City of Tupelo
Shane Hooper, Director of Development Services
Contact: Pat Faulkner
Department of Development Services
P.O. Box 1485
Tupelo, MS 38802-1485
(662) 841-6510

This option shall remain irrevocable for a period of **1 (one) year** from the date of this Option to Purchase Real Property. Failure by Buyer to exercise its Option during this timeframe will result in **\$1,000.00 (One Thousand Dollars)** payment being forfeited to Seller and any rights conveyed by this Option also expire and Buyer retains no right, claim or any benefit whatsoever from this agreement upon expiration of the 1 (one) year Option period. In the event Buyer exercise this Option. Payment for the Option does not apply to reduce the purchase price.

8. Further loss or damage to the property by fire, collapse of a substantial part of the building, further deterioration of the remaining structure from an act of God or otherwise shall be at the risk of the Seller until the closing with the Buyer, and in the event that such loss or damage occurs that renders the remaining part of the building unavailable for credits or grants forming the basis for planned renovation and use after the exercise by Buyer of the Option but before closing, the Buyer may, without liability, refuse to accept conveyance of title, or may elect to accept conveyance of title. However, in no event will any deterioration or damage to the remaining structure at any point give rise to any rights of Buyer against Seller for any claim of any kind regardless of when it occurs. Buyer shall be required to purchase the subject property within 30 days of Notice that Buyer is exercising its rights to purchase the property under this Option. Failure to close and purchase the property within 30 days of the Notice from Buyer exercising this Option will terminate any rights of Buyer under this Option unless time remains under the 1 (one) year Option period, in which case Buyer must give notice that the Buyer is exercising its rights under this Option again within the 1 (one) year Option period.
9. The Seller hereby gives the Buyer or its representatives, consent to enter on said property at reasonable times for the purpose of inspecting or appraising it, in connection with the making of a loan and the allocating of tax credits to purchase the property or any related purposes, Buyer agrees to accept full responsibility for the Buyer, its employees, agents and anyone else on the property for or on behalf of Buyer to perform any act of any kind in furtherance plans of Buyer and Buyer releases and discharges Seller and its owners, agents, directors, attorneys and all others associated with Seller from any claims arising out of the presence of anyone described above on the property and agrees further to defend and indemnify Seller from any such claims however they may arise.

IN WITNESS WHEREOF, the Seller and the Buyer have set their hands and seal this ____ day of January, 2019.

SELLER:

THE CITY OF TUPELO

Physical address: 520 Carnation Street
Tupelo, MS 38801
Mailing address: P. O. Box 1485
Tupelo, MS 38804-1485

BUYER:

OLD HISTORIC CARNATION, L.P.

Physical address: 7538 Old Canton Road
Madison, MS 39110
Mailing address: P. O. Box 2118
Madison, MS 39130-2118

By:

Jason L. Shelton, Mayor
City of Tupelo, Mississippi

By:

J. Steve Nail, Member

Old Historic Carnation, L.P. d/b/a CARNATION VILLAGE Narrative description of Development

The Old Carnation Milk Plant was originally constructed in 1927. It was then listed as a MS Landmark in 1986 and reached a classified status on the National Registry in 2009. After sitting vacate for several years, this historic landmark would now live on as Carnation Village which would provide affordable housing to residents who are 55 and older. The facility will be non-smoking containing 40 units.

Old Historic Carnation, L. P. d/b/a Carnation Village, is a proposed historic preservation, renovation and conversion of the "Old" Carnation Milk Plant located in Tupelo, MS. This forty (40) unit elderly/disabled development will consist of thirty-eight (38) one-bedroom units and two (2) two-bedroom units.

We would include the following amenities to Carnation Village. They are as follows...

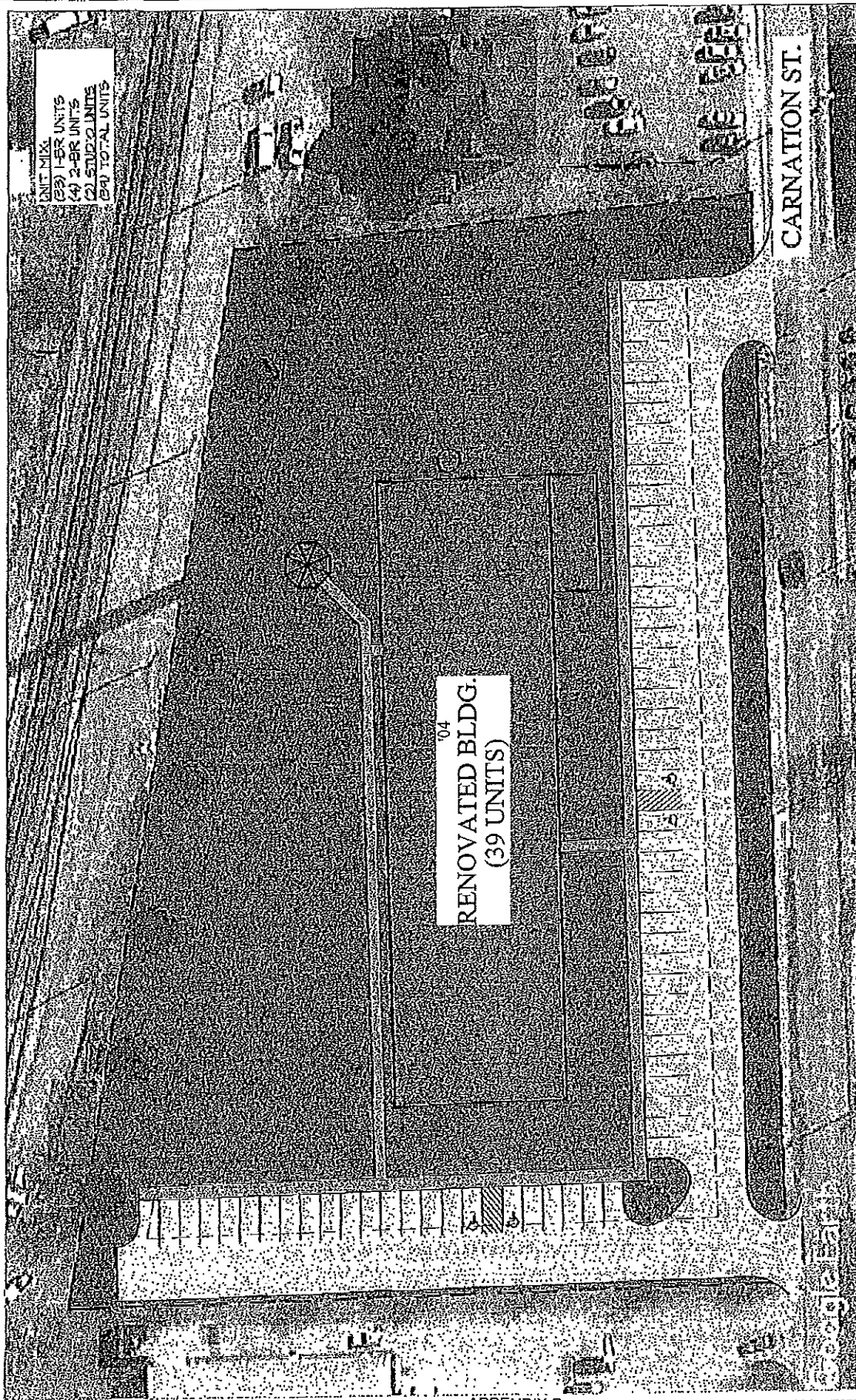
- D Landscape Courtyard including a Gazebo with sitting area
- D On-site Laundry facility
- D On-site business center equipped with computers, internet access, fax machine, and copier available to all tenants
- D Furnished Clubhouse or Community Building
- D Exterior Security System
- D Energy Star Rated Frost Free Refrigerator/Freezer in each unit
- D Energy Star Rated Dishwasher in each unit
- D Security system with an alarm on all entry doors and windows
- > Ceiling fans in each living areas and bedrooms
- > Smoke Free Development

The PLAN OF ACTION would consist of...

- January: Obtaining an Option through The City of Tupelo
- January-March: Assembling an application to be submitted to the Mississippi Home Corporation in March for 9% Housing Tax Credits
- August: Mississippi Home Corporation releases awards

If awarded, we then...

- Engage our Architect to compile a complete set of drawings and specifications.
- Engage our Historic Consultant to submit Pad II to the MDAH and the NPS for review and approval.
- Due Diligence and Underwriting with our Construction Lender and Investor.



SITE PLAN

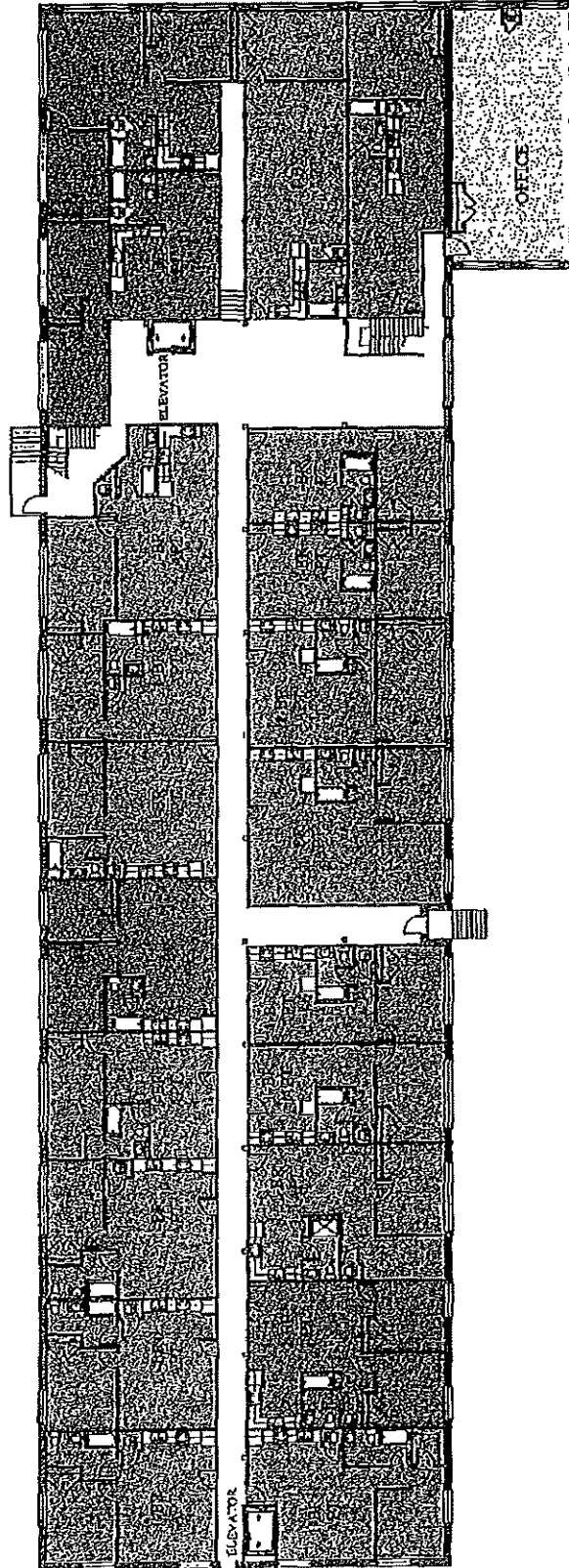
SCALE: 1" = 60'-0"

JANUARY 2019

CARNATION VILLAGE

Wallace
WALLACE & PARTNERS
ARCHITECTS

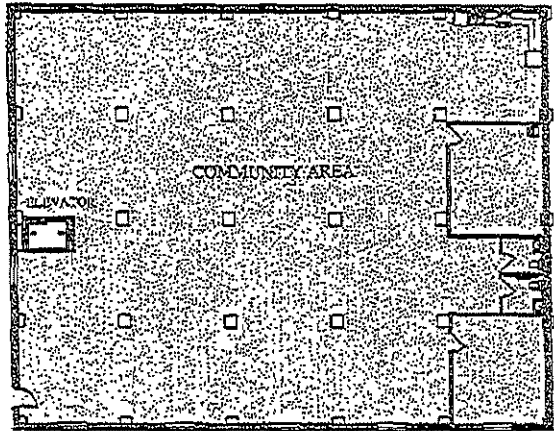
1 FSE/NO
AAAAA 3 A 1-BR UNITS
cease/ma 2-BR UNITS
2/5/AAA STUDIO UNITS
COMMON AREAS



RENOVATED 1ST FLOOR

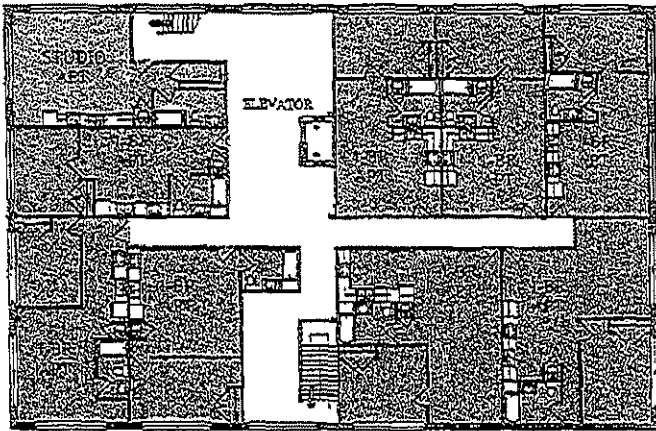
SCALE, 1" = 30'-0"

JANUARY 2019

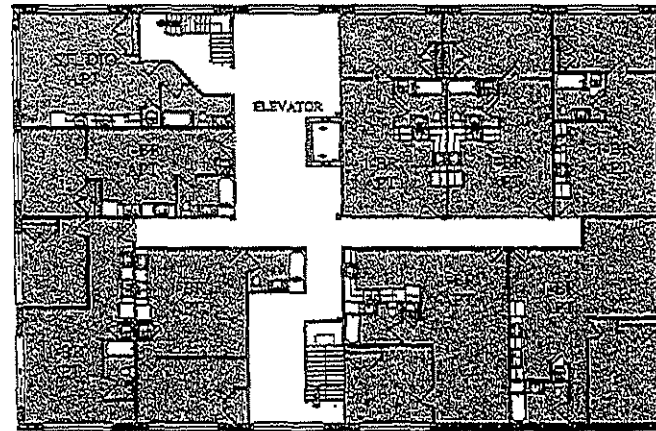


EF-79V
1-BR UNITS
=ES= 2-BR UNITS
ES= S711710 UNITS
COMMON AREAS

RENOVATED BASEMENT

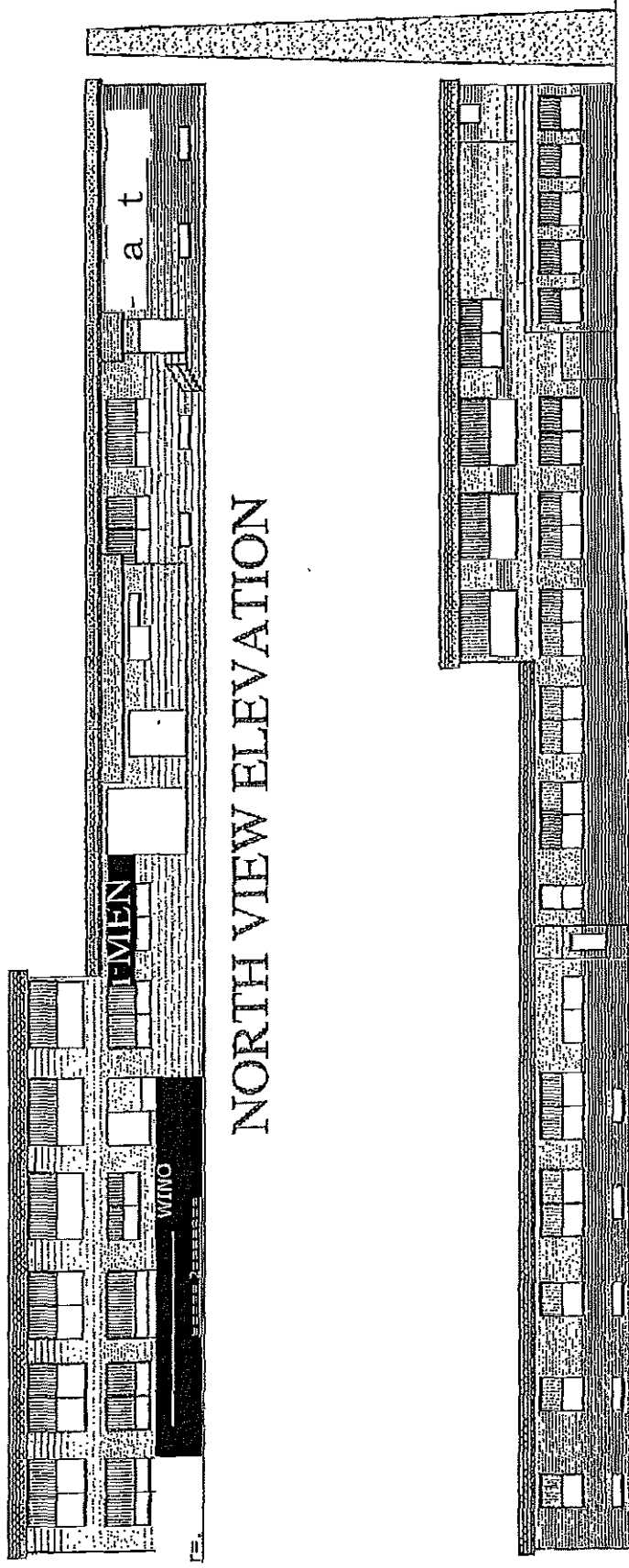


RENOVATED 3RD FLOOR



RENOVATED 2ND FLOOR., 1" = 20'-0"

JANUARY 2019



NORTH VIEW ELEVATION

SOUTH VIEW ELEVATION

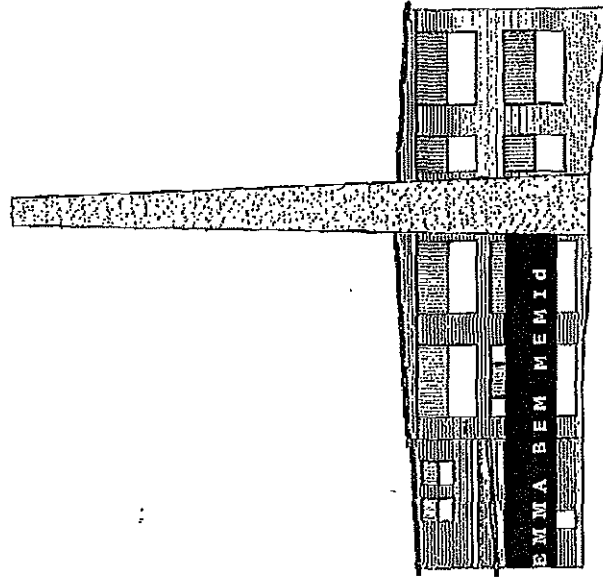
SCALE: 1" = 30'-0"

JANUARY 2019

APPENDIX B

CARNATION VILLAGE

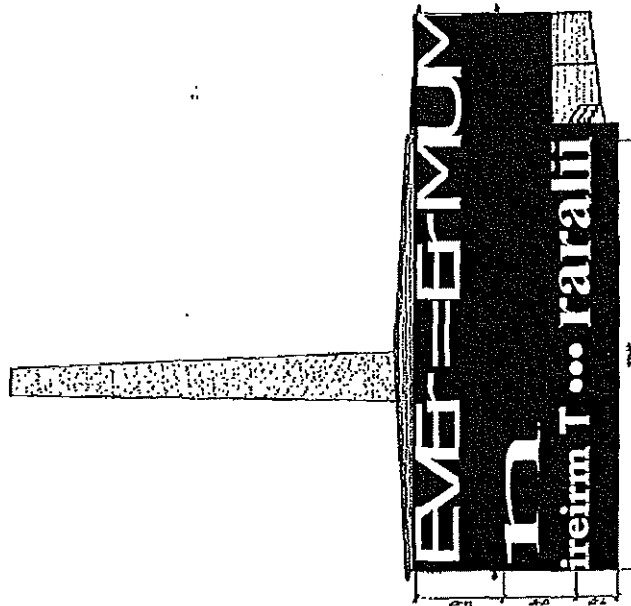
Wallace



WEST VIEW ELEVATION

SGA1 E: 1" SUP-0"

JANUARY 2019



EAST VIEW ELEVATION

Approved
3-5-19 (AP)

Finance Department

To: Mayor & City Council
From: Kim Hanna
Date: March 5, 2019
Re: Review/Approve/Reject Advertising and Promotion Expense

The following expenditures are requested to be approved for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo.

COMMUNITY OUTREACH ADMIN

CSG – 10 For 10 Inserts for TWL bills \$ 1,701.00

POLICE DEPARTMENT

Creative Product Sourcing – DARE products \$ 4,391.95

PUBLIC WORKS

American Public Works Assoc – Pub Works Week Supplies \$ 229.95

The proposed expenditures are included in the operating budget of the City of Tupelo.

Appendix C

City of Tupelo
Fy 2019 Budget Revision #5

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 2019 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	7,385,429		7,385,429
Licenses & Permits	1,073,000		1,073,000
Intergovernmental Revenues	26,171,519	50,289	26,221,808
Charges for Services	795,000		795,000
Fines & Forfeits	763,000		763,000
Interest Income & Misc. Revenues	547,251		547,251
Other Financing Resources	96,376		96,376
Unreserved Fund Balance	1,386,000	-	1,386,000
Total General Fund Revenues	38,217,575	50,289	38,267,864

Purpose: To increase the sales tax which will support the increase needed at Municipal Court.

Expenditures:

City Council

Personnel	285,005		285,005
Supplies	5,000		5,000
Other Services & Charges	186,650		186,650
Capital	-	-	-
Total City Council	476,655	-	476,655

Purpose:

Executive Dept.

Personnel	709,453		709,453
Supplies	16,500		16,500
Other Services & Charges	274,850		274,850
Capital	-	-	-
Total Executive Dept.	1,000,803	-	1,000,803

Purpose:

City Court

Personnel	757,900	50,289	808,189
Supplies	18,300		18,300
Other Services & Charges	109,091		109,091
Capital	-	-	-
Total City Court	885,291	50,289	935,580

Purpose: To increase personnel expenses for a full time public defender.

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	895,964		895,964
Supplies	31,050		31,050
Other Services & Charges	375,143		375,143
Capital	65,800	-	65,800
Total Budget & Accounting	1,367,957	-	1,367,957

Purpose:

<u>Personnel Dept.</u>			
Personnel	260,016		260,016
Supplies	5,100		5,100
Other Services & Charges	29,044		29,044
Capital	-	-	-
Total Personnel Dept.	294,160	-	294,160

Purpose:

<u>Development Services</u>			
Personnel	1,384,641		1,384,641
Supplies	58,450		58,450
Other Services & Charges	75,091		75,091
Capital	3,000	-	3,000
Total Development Services	1,521,182	-	1,521,182

Purpose:

<u>Police Dept</u>			
Personnel	8,262,609		8,262,609
Supplies	577,700		577,700
Other Services & Charges	1,581,812		1,581,812
Capital	282,319	-	282,319
Total Police Dept.	10,704,440	-	10,704,440

Purpose:

<u>Fire Dept</u>			
Personnel	5,669,806		5,669,806
Supplies	274,750		274,750
Other Services & Charges	313,378		313,378
Capital	19,301	-	19,301
Total Fire Dept.	6,277,235	-	6,277,235

Purpose:

" P "

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	3,041,603		3,041,603
Supplies	374,100		374,100
Other Services & Charges	2,019,276		2,019,276
Capital	<u>17,000</u>	<u>-</u>	<u>17,000</u>
Total Public Works	<u>5,451,979</u>	<u>-</u>	<u>5,451,979</u>
Purpose:			
<u>Parks & Recreation</u>			
Personnel	1,823,997		1,823,997
Supplies	377,585		377,585
Other Services & Charges	918,654		918,654
Capital	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Parks & Rec	<u>3,125,236</u>	<u>-</u>	<u>3,125,236</u>
Purpose:			
<u>Aquatics Facility</u>			
Personnel	417,559		417,559
Supplies	131,500		131,500
Other Services & Charges	362,500		362,500
Capital	<u>15,000</u>	<u>-</u>	<u>15,000</u>
Total Aquatics Facility	<u>926,559</u>	<u>-</u>	<u>926,559</u>
Purpose:			
<u>Museum</u>			
Personnel	118,545		118,545
Supplies	9,000		9,000
Other Services & Charges	29,100		29,100
Capital	<u>-</u>	<u>-</u>	<u>-</u>
Total Museum	<u>156,645</u>	<u>-</u>	<u>156,645</u>
Purpose:			
Community Services	<u>1,044,063</u>	<u>-</u>	<u>1,044,063</u>
Purpose:			
Debt Service	<u>564,791</u>	<u>-</u>	<u>564,791</u>
Other Financing Uses	<u>4,420,579</u>	<u>-</u>	<u>4,420,579</u>
Total General Fund Expenditures	<u>38,217,575</u>	<u>50,289</u>	<u>38,267,864</u>

"D"

Council member Nettie Y. Davis moved and Council member Willie Jennings seconded the adoption of the foregoing resolution, and the question being put to a roll call vote, the result as follows:

	Voting
Councilman Lynn Bryan	Nay
Councilman Markel Whittington	Nay
Councilman Travis Beard	Aye
Councilwoman Nettie Davis	Aye
Councilman Mike Bryan	Aye
Councilman Willie Jennings	Aye

Approved:

Travis Beard
President of the Council
City of Tupelo

Attest:

Amanda Danice
Clerk of the Council
City of Tupelo

J. S. H. B.
Mayor
City of Tupelo

Attest:

Kindleanna
City Clerk
City of Tupelo

February 27, 2019

Mr. Travis Beard, Council President
Ms. Nettie Davis
Mr. Mike Bryan
Mr. Willie Jennings
Mr. Markel Whittington
Mr. Lynn Bryan
Mr. Buddy Palmer

City Council,

I am requesting approval of international travel for myself. The Norway Elvis Festival and the Bad Nauheim Elvis Festival has extended an invitation for Tupelo to be represented on panels discussing Elvis. The trip will include guest panel discussions about Elvis' boyhood in Tupelo and how Tupelo has preserved that story for tourist as well as working booths during the festival promoting visitation to Tupelo. The travel will take place August 6-11 in Norway and August 16-19 in Bad Nauheim. I am also requesting a per diem to not exceed \$840 for Norway and \$524 for Bad Nauheim (Frankfurt per diem rate).

Sincerely,

Jason Shelton
Mayor

Appendix E

City of Tupelo
Department of Parks and Recreation



Approved
3/5/19
(10)

MEMO

Alex Farned, M.S.
Director

To: Mayor, Jason Shelton and City Council
From: Alex Farned
CC:
Date: 2/25/19
Re: Approve/Reject Request for Donated Leave by Tupelo Parks and Recreation

I would like to recommend that the Mayor, and City Council approve a request for donated leave from Tupelo Parks and Recreation / Aquatic Center for Quanda Trimble.

Notes:

She is going to be out for at least six weeks if not longer...surgery

Accepted
3-5-19
(AD)



BancorpSouth Arena & Conference Center

Minutes of the Tupelo Coliseum Commission Monthly Meeting on Tuesday, January 22, 2019.

Tupelo Coliseum Commission members in attendance: Neal McCoy, Jason Hayden, Al Wallace, Moe Livingston and Scott Reed.

BancorpSouth Arena and Conference Center staff in attendance: Todd Hunt and Kevan Kirkpatrick

City of Tupelo: Kim Hanna

Tupelo City Council: Buddy Palmer

Daily Journal: Derek Russell

Call to Order – Chairman Scott Reed called the monthly meeting of the Tupelo Coliseum Commission to order on Tuesday, January 22, 2019 at 3PM. He thanked everyone for giving their time and service to this building and this community.

Approval of Minutes – Chairman Reed asked the Commission for the approval of the December minutes. Moe Livingston made a motion to approve the minutes, seconded by Al Wallace. After no questions the motion was approved unanimously.

Financial Report – Kim Hanna, Chief Financial Officer, reported on finances for the first quarter. Currently our losses exceed revenue by \$89,222.29 due primarily to the Counting Crows show loss from FY2018 that wasn't settled until this fiscal year. She mentioned that she anticipates issuing bonds for the expansion in the coming months. However, bond proceeds cannot be used for expenses that occur more than 60 days prior. This means that some of our professional expenses related to the expansion will need to be funded from another source. Director Hunt pointed out that in previous years we have had a major country concert to anchor our fall schedule. We did not have one this year and our financials reflect that. However, James Taylor and Luke Combs should help tremendously in the coming months.

Director's Report

Travel Report - Hunt reported that he has made three trips since the last commission. He traveled to Tampa to meet with a stadium manager, other arena managers, and our Live Nation country promoter. He attended the Association for

Appendix G

Performing Arts Presenters conference in New York to meet with promoters, agents, and other venue managers. He also traveled to Dallas for IAVM board meetings.

Attendance Report - Hunt reported just over 80,000 people have attended our 183 events so far this fiscal year. Our average attendance for this time of the year is 82,000 on 153 events. He attributes the slightly lower attendance to the lack of a major concert in fall 2018.

Past Events

- Public Ice skating ran through January 6th. This was our second highest grossing year of Public Ice Skating ever with over \$97,000 in revenue. We actually had six fewer skating days than last year, which stands as our best year ever. Overall attendance was down roughly 3,000. January 5 set a one day record with over 800 skaters pushing us over the \$10,000 mark.
- Cirque du Soleil Crystal performed January 10th-13th. 41% of the attendees traveled more than 50 miles for this show. Total attendance was just over 6,000. This event is very different from our typical programming, and we are always excited to land a date. Based on sales, Hunt does not anticipate a repeat Cirque show for another 3-4 years.
- The Harlem Globetrotters were here on Monday, January 21st. Their attendance was up 36% from 2017, with just over 2,000 people attending. A Corinth play four days later did not help our sales.

Upcoming Events

- NE MS Rodeo will be here January 25th - 26th. Sales are on pace with last year.
- We will be hosting the Charity Ball on Friday, February 1st.
- Monster Jam returns February 8th - February 9th.
- Mississippi Natural Gas Association will move in on February 12th and runs through February 14.
- James Taylor and Bonnie Raitt will be here on February 16th. We are within 1,000 tickets of selling out. This event will break the Eagles gross ticket sales record, which stood for 24 years. This will be James Taylor's second visit to Tupelo and the first for Bonnie Raitt.

Old Business

Expansion update -Hunt reported that he met with our construction manager and architect. They have done an evaluation based on our December design charrette and feel that we can build our expansion within our \$14,000,000 budget. Neal McCoy asked what was included in the \$14,000,000. Hunt stated that this number covered all construction costs for roughly 12,000 square feet of new meeting space, a connector between the arena and the conference center, a new hospitality space for the arena, interior renovations and a new roof for the existing conference center, all related fees, plus furniture, fixtures, and equipment. Hunt mentioned that the west parking lot will not be repaved until the

expansion is completed. He stated that instead he would like to replace the upper bowl seats this fiscal year. McCoy added that the seats make a bigger difference to our attendees than the parking lot.

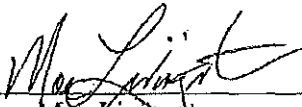
New Business

Remove missing assets – Hunt told the Commission that the assets listed were on the agenda to be removed at our October 2017 meeting, which did not have a quorum. The agenda item was not carried over to the next meeting, so the items were never formally removed. He asked the Commission to remove these missing assets. Neal McCoy made a motion to remove the missing assets from our asset list. Al Wallace seconded that motion. Chairman Reed asked for any questions concerning the missing assets. After hearing none the motion was carried and unanimously approved.


Beverage Approval – Chairman Reed asked for the approval of beverages for NE MS Championship Rodeo, Charity Ball, Monster Jam, MS Natural Gas, and James Taylor and Bonnie Raitt. Moe Livingston motioned to approve the sale of beverages for NE MS Championship Rodeo, Charity Ball, Monster Jam, MS Natural Gas, and James Taylor and Bonnie Raitt. Al Wallace seconded that motion. The motion was approved unanimously.

Approve Checks – Chairman Reed asked for the approval of the checks. Al Wallace made a motion to approve the checks. Jason Hayden seconded that motion. After no questions or concerns on the checks, the motion was unanimously approved.

Adjourn - After no other business, Chairman Reed thanked everyone for attending and the meeting adjourned.



Moe Livingston
Secretary



Scott Reed
Chairman

ASSET	DESCRIPTION	DATE REPORTED	TAG #	SERIAL/PARCEL	DATE ACQ	ACQ COST	UNIT COSE	INSTALL DATE
		MISSING						
G02081	STANCHIONS	9/6/2017	14037		09/27/09	256.00	256.00	09/27/09
G06152	FLOOR COVERING ACRYLIC	9/6/2017	14045		09/30/01	1612.60	1612.60	09/30/01
G06587	UPS APC SMART 8-OUTLET	9/6/2017	G06587	SYS0210220714	01/31/03	284.00	284.00	01/31/03
2998	RADIO VX-31 UHF	9/6/2017	14780	9C060243	09/30/09	254.50	254.50	09/30/09
3000	RADIO VX-31 UHF	9/6/2017	14781	9C060245	09/30/09	254.50	254.50	09/30/09
3001	RADIO VX-31 UHF	9/6/2017	14783	9C060246	09/30/09	254.50	254.50	09/30/09
3322	RADIO VX-231 UHF	9/6/2017		0H290192	09/17/10	248.00	248.00	09/17/10
3328	RADIO VX-231 UHF	9/6/2017		0I300808	09/17/10	248.00	248.00	09/17/10
3331	RADIO VX-231 UHF	9/6/2017		0I00803	09/17/10	248.00	248.00	09/17/10
3943	RADIO MOTOROLA/HEADSET	9/6/2017	15320	018TNN5035	08/30/02	484.00	484.00	08/30/02
3955	RADIO MOTOROLA/HEADSET	9/6/2017	15329	1P2B694646	08/30/02	238.00	238.00	08/30/02
3957	RADIO MOTOROLA/HEADSET	9/6/2017	15330	1P2B694648	08/30/02	238.00	238.00	08/30/02
G06655	RADIO MOTOROLA HT1250LS	9/6/2017	13982	008TCG4302	01/03/03	746.62	746.62	01/03/03
G06656	RADIO MOTOROLA HT1250LS	9/6/2017	13985	008TCG0582	01/03/03	746.62	746.62	01/03/03
G06658	RADIO MOTOROLA HT1250LS	9/6/2017	13584	008TCG4234	01/03/03	746.62	746.62	01/03/03
G06660	RADIO MOTOROLA HT1250LS	9/6/2017	G06660	008TCG0338	01/03/03	746.62	746.62	01/03/03
G06662	RADIO MOTOROLA HT1250LS	9/6/2017	06064	008TCG4185	01/03/03	746.62	746.62	01/03/03
G06663	RADIO MOTOROLA HT1250LS	9/6/2017	06071	008TCG4292	01/03/03	746.62	746.62	01/03/03
G06664	RADIO MOTOROLA HT1250LS	9/6/2017	13979	008TCG0467	01/03/03	746.62	746.62	01/03/03
G06665	RADIO MOTOROLA HT1250LS	9/6/2017	13983	008TCG0503	01/03/03	746.62	746.62	01/03/03
G06666	RADIO MOTOROLA HT1250LS	9/6/2017	G06666	008TCG0380	01/03/03	746.62	746.62	01/03/03
G06668	RADIO MOTOROLA HT1250LS	9/6/2017	06058	008TCJ0227	01/03/03	746.62	746.62	01/03/03
G06671	RADIO MOTOROLA HT1250LS	9/6/2017	13984	008TCJ0248	01/03/03	746.62	746.62	01/03/03
G06672	RADIO MOTOROLA HT1250LS	9/6/2017	13981	008TLG4174	01/03/03	746.62	746.62	01/03/03
G06698	OVERHEAD PROJECTOR MODEL	9/6/2017	06084		08/14/03	340.00	340.00	08/14/03
G02192	PROJECTOR	9/6/2017	13591	900AJB/929859	10/01/93	345.00	345.00	10/01/93
1587	DIV CONGRESSIONAL	A	1587		12/01/05	1295.00	1295.00	12/01/05
1588	DIV CONGRESSIONAL	A	1588		12/01/05	1295.00	1295.00	12/01/05
765	CONGRESSIONAL SYSTEMS POINT OF SALE	A	14127		06/30/05	61000.65	61000.65	06/30/05
G06588	SERVER WITH POINT OF SALE SOFTWARE	A	14127	78W0852	01/31/03	18509.86	18509.86	01/31/03
G06680	ELECTRONIC SIGN COLISEUM	A	14046		03/14/03	139200.00	139200.00	03/14/03

"G"

AIA® Document B101™ – 2017

Approved
3/5/19
(K)

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 11th day of October in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

BancorpSouth Arena and Conference Center
P. O. Box 7288
Tupelo, MS 38802
Telephone Number: (662) 841-6573

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

McCarty Architects Professional Association
533 West Main St.
Tupelo, MS 38804
Telephone Number: 662-844-4400

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

BancorpSouth Arena and Conference Center - Expansion and Renovation
Tupelo, Mississippi

The project vision is to create more conference space through expansion and enhance the existing conference area through renovation to better support the mission of the BCSA&CC. The intended project will include approximately 32,000 sf of new space and 24,000 sf of renovation. New space will include Conference Center Function Space and Pre-function Space, Lobby link between the Arena and Conference Center, Ticket Office and Dining / Lounge area.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

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User Notes:

(1349790533)

Appendix H

Start

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Unknown at time of execution. A pre-planning phase including programming and conceptual design is included in this agreement.

§ 1.1.2 The Project's physical characteristics:

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

The project is located at 375 East Main Street, Tupelo, MS 38804. The initial concept is to build 32,000 sf of new space and renovate 24,000 sf of existing space.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$14,000,000 (Fourteen Million) total project cost to include construction and all soft cost.

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

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.1 Preplanning Services:

Start in October/November 2018 with completion by end of year 2018

.2 Design phase milestone dates, if any:

TBD

.3 Construction commencement date:

Summer 2019

.4 Substantial Completion date or dates:

TBD

.5 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

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

TBD

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Todd Hunt
P. O. Box 7288
Tupelo, MS 38802
Telephone Number: (662) 841-6573

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

TBD

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

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.1 Geotechnical Engineer:

TBD

.2 Civil Engineer:

TBD for survey, Architect will provide Civil Engineering for site design services

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Christian Reed
533 West Main St.
Tupelo, MS 38804
Telephone Number: 662-844-4400
Mobile Number: 662-401-1600

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Structural Design Group (SDG)
220 Great Circle Rd., Ste. 106
Nashville, TN 37228
Telephone: (615) 255-5537

.2 Mechanical Engineer:

Corbett Legge & Associates (CLA)
431 West Main Street, Suite 101
Tupelo, MS 38804
Telephone: (662) 844-7114

.3 Electrical Engineer:

Corbett Legge & Associates (CLA)
431 West Main Street, Suite 101
Tupelo, MS 38804
Telephone: (662) 844-7114

.4 Civil Engineer:

Engineering Solutions INC (ESI)
1324 N Veterans Blvd
Tupelo, MS 38804
Telephone: (662) 840-9063

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.5 Design Consultant:

Convergence Design
1600 Genessee St., Ste. 620
Kansas City, MO 64102
Telephone: (816) 255-2123

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

(Paragraph deleted)

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than three million (\$3,000,000) per claim and three million (\$3,000,000) in the aggregate.

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

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information.

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Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

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

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

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming and Concept Development	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	NA
§ 4.1.1.6 Building Information Model management responsibilities	NA
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	NA
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	NA
§ 4.1.1.20 Architect's coordination of the Owner's consultants	TBD
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	TBD
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	NA
§ 4.1.1.28 Furniture, furnishings, and equipment design	TBD
§ 4.1.1.29 Design Specialist	Architect
(Row deleted)	
§ 4.1.1.30 Kitchen Consultant	Architect
§ 4.1.1.31 Acoustical Consultant	Architect
§ 4.1.1.32 Lighting Consultant	Architect
§ 4.1.1.33 Audio / Visual Consultant	Architect
§ 4.1.1.34 Graphics and Wayfinding Consultant	Architect

§ 4.1.2 Description of Supplemental Services

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

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Programming and Concept Development – will be an additional service per Exhibit B. Refer to Section 11.2 for compensation requirements.

Measured Drawings – will be an additional service to create AutoCAD drawings to be used for the renovation portion of the project. This service will utilize field measurements to create a floor plan, ceiling plan, exterior elevations and roof plan. Refer to Section 11.2 for compensation requirements.

Civil Engineering – will be part of the architect's basic services.

Landscape Design – will be an additional service by a landscape architect. Refer to Section 11.2 for compensation requirements.

Architectural Interior Design – will be part of the architect's basic services.

Detailed Cost Estimating – estimating provided by a third party will be an additional service. Refer to Section 11.2 for compensation requirements.

Design Specialist – will be part of the architect's basic services.

Kitchen Consultant – will be an additional service provided by a kitchen design consultant. Refer to Section 11.2 for compensation requirements.

Acoustical Consultant – will be an additional service provided by an acoustical specialist. Refer to Section 11.2 for compensation requirements.

Lighting Consultant – will be an additional service provided by a lighting specialist. Refer to Section 11.2 for compensation requirements.

Audio / Visual Consultant – will be an additional service provided by a A/V specialist. Refer to Section 11.2 for compensation requirements.

Graphics and Wayfinding Consultant – will be an additional service provided by a graphics and wayfinding specialist. Refer to Section 11.2 for compensation requirements.

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

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

Telecommunications/Data Systems Design – provided by owner. Consultant to be determined.

Security Evaluation and Planning – provided by owner. Consultant to be determined.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the

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- applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty Eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

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Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

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

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

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

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document B204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

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

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

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

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to

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modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the

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Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

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

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

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

- ☒ **[X]** Arbitration pursuant to Section 8.3 of this Agreement
- ☐ **[]** Litigation in a court of competent jurisdiction
- ☐ **[]** Other: (Specify)

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

§ 8.3 Arbitration

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

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

purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

§ 8.3.4 Consolidation or Joinder

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

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for

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the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

1 Stipulated Sum
(Insert amount)

NA

2 Percentage Basis
(Insert percentage value)

Per a percentage based on the State of MS Fee Schedule of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other
(Describe the method of compensation)

NA

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Programming and Concept Development – will be hourly per the attached Exhibit A (Hourly Rate and Expense Schedule) with a "Not to Exceed limit" of \$45,000 plus expenses.

Measured Drawings – will be hourly per the attached Exhibit A (Hourly Rate and Expense Schedule) with a "Not to Exceed" limit of \$6,000.

Civil Engineering – will be part of the architect's basic services as calculated in 11.1.2.

Landscape Design – compensation will be determined once the scope of work is identified. A separate proposal for this service will be submitted to the owner for approval.

Architectural Interior Design – will be part of the architect's basic services as calculated in 11.1.2.

Detailed Cost Estimating – compensation will be determined once the scope of work is determined. A separate proposal for this service will be submitted to the owner for approval.

Design Specialist – will be part of the architect's basic services as calculated in 11.1.2.

Kitchen, Acoustical, Lighting, Audio / Visual, and Graphics & Wayfinding Consultants – if required, compensation will be determined once the scope of work is identified. A separate proposal for these services will be submitted to the owner for approval.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (10	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty-Five	percent (25	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work. The final fee is determined from the approved Design Development budget and will not be adjusted for actual construction cost. If the owner's budget is increased after Design Development, the fee will increase commensurately.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per the attached Exhibit A - Hourly Rate and Expense Schedule

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence including the Design Consultant;

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- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

six % (6%)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- 1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

NA

- 3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[
(Paragraphs deleted)

X] Other Exhibits incorporated into this Agreement;
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – Hourly Rate and Expense Summary
Exhibit B – Programming and Concept Development

- 4 Other documents:
(List other documents, if any, forming part of the Agreement.)

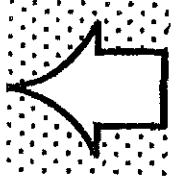
This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Todd Hunt Executive Director
(Printed name and title)

ARCHITECT (Signature)

Kurt Shettles, President & CEO
(Printed name, title, and license number, if required)



Init.

EXHIBIT A



**DESIGN SERVICES
HOURLY RATE AND EXPENSE SCHEDULE
FOR CALENDAR YEAR 2018**

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

ARCHITECTURE

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

Principal	\$196 per hour
Senior Architect / Team Leader	\$159 per hour
Project Architect	\$132 per hour
Architect	\$111 per hour

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

Intern Architect	\$94 per hour
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Designer / Technician ~ Non-licensed individual with a varying range of professional education, capability, and experience, primarily engaged in project design, production, and construction administration.

Designer / Technician Level 1	\$106 per hour
Designer / Technician Level 2	\$ 90 per hour
Designer / Technician Level 3	\$ 80 per hour

PROJECT ADMINISTRATION

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

Project Administrator Level 1	\$68 per hour
Project Administrator Level 2	\$58 per hour



HOURLY RATE AND EXPENSE SCHEDULE (Continued)

INTERIOR DESIGN

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

Interior Designer \$104 per hour

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

Design Associate Level 1 \$88 per hour

Design Associate Level 2 \$72 per hour

We will invoice expenses incurred at the following rates:

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

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

Rates are subject to change annually.

EXHIBIT B



**BCSA Conference Center Expansion & Renovation
Programming & Concept Design Services
11 OCT 2018**

Scope of Work

Program and Concept Development

- Meet with Owner, Facility Manager, other key stakeholders to gain a better understanding of the Project goals and other pertinent information.
- Attend scheduled project meetings with appropriate stakeholders to provide early and ongoing input with respect to Cost, Schedule, Scope and Quality.
- Site visit/evaluation, inclusive of observing existing conditions, and gathering available boundary and topographic information. Study of site utility locations.
- Study potential traffic and parking impacts.
- Develop understanding of project-related requirements, such as: permitting and required reviews.
- Work with stakeholders to confirm program goals and adhere to them in concept design.
- Develop a conceptual building program and project narrative together with a space outline and square footage tabulation.
- Create a conceptual design for the Project: plans, and other relevant sections, elevations and details appropriate to a concept-level design service, also to include 3D computer model studies.
- Prepare documentation of conceptual design and scope to assist in budget estimates/pricing. Third party estimating will be an additional service and not included in this fee proposal.
- Develop, prepare, and exhibit presentation materials for City and other stakeholders.
- Includes participation in required presentations to Owner, the public, and local authorities having jurisdiction.

Schedule

The Design Team proposes to accomplish the above identified Scope of Work within eight calendar weeks of receipt of Notice to Proceed. Notwithstanding the above, Owner and Design Team may agree to extend this schedule as required to accommodate meeting dates or other conditions unrelated to the Design Team's work on the Project.

Appendix H

Stop

AIA® Document C132™ – 2009

Approved
3/5/19
(AD)

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 12th day of November in the year 2018
(In words, indicate day, month and year.)

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

BancorpSouth Arena and Conference Center / City of Tupelo
P. O. Box 7288
Tupelo, MS 38802
(662) 841-6573

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

Innovative Construction Management, LLC
PO Box 1515
Oxford, MS 38655
(662) 550-3051

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

Bancorpsouth Arena and Conference Center Addition and Renovation

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

McCarty Architects P.A.
Tupelo, MS 38804

(662) 844-4400

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Construction of addition and renovation to the Bancorpsouth Arena and Conference Center.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

TBD

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$14,000,000.00 Total Project Cost

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

TBD

.2 Commencement of construction:

Init.

TBD

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple Public Competitive Bid Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

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

Todd Hunt

Bancorpsouth Arena and Conference Center
PO Box 7288
Tupelo, MS 38802

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

§ 1.1.10 Unless provided by the Construction Manager, The Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

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.3 Civil Engineer:

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Casey B. Rogers
PO Box 1515
Oxford, MS 38655
662.816.7326
casey@icmlcms.com

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

PERSONNEL
Project Manager
Assistant Project Manager
Job Superintendent
Project Engineer

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

Mark Naylor
Total Estimating
6348 Cheyenne Drive
Olive Branch, MS 38654

.2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

§ 1.1.15 Other Initial Information on which the Agreement is based:

Init.

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User Notes:

(3B9ADA49)

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Advisor Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

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

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

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

§ 2.6.1 Comprehensive General Liability with policy limits of not less than 1000000 ; 2000000 Annual Aggregate (\$ 1000000 ; 2000000 Annual Aggregate) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than \$1000000 each occurrence (\$ \$1000000 each occurrence) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than state required minimums (\$ state required minimums).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than 1000000 Limit ; 1000000 Annual Aggregate (\$ 1000000 Limit ; 1000000 Annual Aggregate) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

§ 2.6.7 Cost incurred by the Construction Manager to procure any insurance for the Project, including such insurance listed above, shall be included as a Cost of the Work for which the Owner shall be responsible.

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ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

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

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

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

§ 3.2.4 Based on preliminary designs and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

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

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

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

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

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

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

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

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

Sec. 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

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

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

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

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

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

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing

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documents required for the approvals of governmental authorities having jurisdiction over the Project for the work included in this scope of work. The Construction Manager shall not be responsible for permits for work performed outside this scope of work.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

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

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

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

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

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect, all of which shall be paid by the Owner.

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

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the

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Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

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

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

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

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

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the contract documents upon Substantial Completion, to results of subsequent tests and inspections, to corrections of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager.

The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

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

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work or otherwise reasonably necessary to carry out the management of the Work.

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The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

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

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

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

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

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

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

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

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(Paragraph Deleted)

- .6 Status report of nonconforming and rejected Work;

(Paragraph Deleted)

- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and

(Paragraph Deleted)

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

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and

(Paragraph Deleted)

§ 3.3.21 Utilizing the documents provided by the Contractor and Architect, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records of as-built documents. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

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

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

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

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager and Architect shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall

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evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

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

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Owner	
§ 4.1.2 Architectural interior design(B252™-2007)	Owner	
§ 4.1.3 Tenant-related services	Owner	
§ 4.1.4 Commissioning (B211™-2007)	Not Provided	
§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is at fault;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause outside of the Construction Manager's control during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Serves as the Initial Decision Maker.

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

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

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

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, site requirements, and any other information requested by the Construction Manager. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary, in writing and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

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

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

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

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

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Owner shall retain all consultants and provide all permits, fees, and inspections as required for the Project. Construction Manager shall obtain all permits as provided in § 3.2.22, but Owner shall be responsible for payment of applicable fees or assessments for such permits.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

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

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

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

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

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's

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consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

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

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

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the owner..

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

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

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

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

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

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

(Paragraph Deleted)

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. To the extent required by law, the Owner shall be responsible for any and all claims, losses, lawsuits, and damages of any kind or degree, including reasonable attorneys' fees and costs, arising from or related in any way to the acts or omissions of the Owner or any of the Owner's affiliates, employees, or agents.

§ 8.2 Mediation

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

§ 8.2.2 The Owner and Construction Manager may endeavor to resolve claims, disputes and other matters in question between them by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by a single mediator mutually agreed upon by the parties. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

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

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

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, or fails to make payments to Prime Contractors in accordance with the contract between the Owner and the Prime

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Contractors, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. If the Project is resumed, the Construction Manager shall be compensated to the extent for expenses incurred in the interruption and resumption of the Construction Manager's services.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Upon receiving a written notice of intent to terminate the Agreement, either party shall have a period of seven days to cure any default or other failure to substantially perform in accordance with the terms of the Agreement.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and those Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of services not performed by the Construction Manager as follows: half of the Construction Manager's Fee if the Work is less than 50% and actual earned to-date of the Construction Manager's Fee if the work is more than 50% complete.

(Paragraph Deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Mississippi.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information or (4) as required under and in the manner set forth in the Mississippi Public Records Act.

Sec. 10.9 This agreement subject to the Mandatory Addendum to City of Tupelo Contracts, attached hereto as Exhibit "B".

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

The Construction Manager shall receive a stipulated sum of \$3,500 a month for Preconstruction Phase Services. In addition to the monthly fee above, below are the estimating fees for the different stages of the design phase:

- Program Estimate - \$3,000
- Schematic Design - \$3,500
- Design Development - \$4,000
- Construction Documents - \$7,500

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

The Construction Manager shall receive a fee equal to 3% of Cost of the Work.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation.)

The Construction Manager shall be compensated per the rates specified in Exhibit "A", and 3% fee on additional cost of work.

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§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager.

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit "A"

Employee or Category	Rate (\$0.00)
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§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1

The Owner agrees to pay the Reimbursable Expenses anticipated by the Construction Manager as scheduled, listed and budgeted in Exhibit 'A' for the planned 18 month construction duration of the project. This list is provided as
(Paragraphs Deleted)

a means to establish a "not to exceed" value for the

(Paragraphs Deleted)

Owner's budget. Any need to extend the project duration through no fault of the

(Paragraph Deleted)

Construction Manager, or broaden the scope of the Reimbursable Expenses as listed in Exhibit 'A', shall be requested in writing by the Construction Manager and approved by the Owner via Change Order to this contract.

(Paragraphs Deleted)

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus three percent (3%) of the expense incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Zero Dollars and Zero Cents (\$.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

8.0 % annual

Init.

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.7.4 Records of Reimbursable Material Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser

.2 Mandatory Addendum to City of Tupelo Contracts

.3 Exhibit A

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

AIA Document A232-2009 General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

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

BancorpSouth Arena and Conference Center /
City of Tupelo

Innovative Construction Management, LLC

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Casey B. Rogers President

Todd Hunt, Executive Director
(Printed name and title)

PRESIDENT, CASEY B. ROGERS
(Printed name and title)

Exhibit 'A'							
Bancorpsouth Arena & Conference Center							
Direct Personnel & Reimbursible Expenses							
ItemCode	Description	UM	Lab. Unit	Mat. Unit	Eqp. Unit	Sub. Unit	Tot. Unit Cost
			Labor	Fuel / Auto	Insurance	Living	
1.0 PERSONNEL							
0103.105	PROJECT MANAGER	WEEK	\$1,904	\$250	\$104		\$2,258
0103.105	ASSISTANT PROJECT MANAGER	WEEK	\$2,073	\$250	\$104		\$2,427
0103.110	JOB SUPERINTENDENT	WEEK	\$2,283	\$300	\$104	\$300	\$2,986
0103.115	PROJECT ENGINEER	WEEK	\$1,386	\$300	\$104		\$1,789
2.0 Reimbursible Expenses							
			Labor	Material			
0111.190	PRINTING (Post Award Revs & Asbuilts)	Month	\$0	\$250	\$0	\$0	\$250
0130.200	JOB POSTAGE & UPS	Month	\$0	\$200	\$0	\$0	\$200
0150.110	JOB PHONE	Month	\$0	\$250	\$0	\$0	\$250
0150.115	CELL PHONE	Month	\$0	\$400	\$0	\$0	\$400
0150.112	JOB SITE RADIOS	Month	\$0	\$75	\$0	\$0	\$75
0151.000	SMALL TOOLS	Month	\$0	\$500	\$0	\$0	\$500
0158.150	JOB SIGN	EACH	\$100	\$750	\$0	\$0	\$850
0190.000	PROCORE	Month	\$0	\$900	\$0	\$0	\$900
0159.120	SAFETY SUPPLIES	Month	\$0	\$150	\$0	\$0	\$150
0159.000	JOB MOVE IN & MOVE OUT (Demob Site)	TRIP	\$0	\$4,500	\$0		\$4,500
0159.001	UTILITY HOOK-UP	LS	\$0	\$3,000	\$0	\$0	\$3,000
0159.100	JOB OFFICE TRAILER	Month	\$0	\$450	\$0	\$0	\$450
0159.105	JOB OFFICE FURNITURE	Month	\$0	\$100	\$0	\$0	\$100
0159.110	JOB STORAGE TRAILER	Month	\$0	\$150	\$0	\$0	\$150
0159.200	OFFICE SUPPLIES & SERVICES	Month	\$0	\$300	\$0	\$0	\$300
0159.300	OFFICE COPIER, PRINTERS & COMPUTERS	Month	\$0	\$300	\$0	\$0	\$300
3.0 Other Reimbursible Expenses							
0150.120	OFFICE TRAILER UTILITIES	Month	\$0	\$300	\$0	\$0	\$300
0159.355	INSURANCE	Month	\$0	\$650	\$0	\$0	\$650

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

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 contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not agree to situs of jurisdiction or venue of suits being other than Lee County, Mississippi or the Northern District of Mississippi, United States District Court.
Miss. Code Anno. 11-45-25.
8. 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).

9. 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).
10. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
Miss. Code Anno. 11-45-25.
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 Anno. § 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 Anno. § 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.

Miss. Code Anno. § 25-61-9 (6).

17. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by TUPELO will be posted on a public website. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersedes any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.

Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.

19. 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).

20. 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

21. 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

Stop

CR



City of Tupelo

Jason L. Shelton
Mayor

Approved
3/5/19
(AP)

Water and Light
Johnny Timmons, Director

February 27, 2019

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Mayor Jason Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I respectfully request your approval of the attached bad debt write off for the Tupelo Water & Light Department. The bad debt amount represents 0.0012% of the total revenue for the period of July 2017 thru December 2017.

If you have any questions please call upon me. Thank you for your attention and cooperation in this matter.

Yours very truly,

TUPELO WATER & LIGHT DEPARTMENT

Johnny N. Timmons

Johnny N. Timmons
Manager

ptb

Appendix J

Start

**TUPELO WATER & LIGHT
CUSTOMER SERVICE AND COLLECTIONS**

BAD DEBT (Transfer to Bad Debt File)

For Period—July 2017 through December 2017

TOTAL REVENUE FOR THE PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL REVENUE</u>
\$ 28,923,527.77	\$ 6,825,972.54	\$1,780,066.20	\$37,529,566.51

**TOTAL UNPAID ACCOUNTS FOR THE PERIOD COMBINED ALL SERVICES ON CMB
EL,WT,SW,SA**

\$ 47,862.93

TOTAL UNPAID ACCOUNTS FOR THIS PERIOD

<u>ELECTRIC</u>	<u>WATER & SEWER</u>	<u>SANITATION</u>	<u>TOTAL BAD DEBT</u>
\$36,854.46	\$8,136.69	\$2,871.78	\$47,862.93

PERCENTAGE OF LOSS = 0.0012 %

			TUPELO WATER & LIGHT DEPT. BAD DEBT LEDGER & FRANKLIN COLLECTION			
JULY 2017						PAGE 1
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
206209-127772	7/5/2017	TAQUISHA M HARRIS	919 CHICKASAW TRL	915 GARFIELD ST APT 73	TUPELO, MS 38801	145.35
221232-120676	7/5/2017	PORSCHIA T STONE	2058 RICHMOND ST	2058 RICHMOND ST	8ELDEN, MS 38826	126.83
201896-128531	7/6/2017	CHRISTINIA S OSBORN	1402 FORREST ST	1402 FORREST ST	TUPELO, MS 38801	260.74
205105-105133	7/6/2017	LARRY OLIVER	118 OLIVER CIR	118 OLIVER CIR	TUPELO, MS 38801	114.12
205804-105853	7/6/2017	REBECCA L TONKIN	1013 MONROE	1013 MONROE	TUPELO, MS 38801	300.21
217047-116585	7/6/2017	CORY G LIPSEY	1903 PINE HILL APT 17	1803 HOLMES ST APT 17	TUPELO, MS 38801	1.08
220362-119853	7/6/2017	ALLENE V OWENS	2158 BEASLEY DR	PO BOX 3042	TUPELO, MS 38803	71.11
201173-101221	7/7/2017	BETTY J ALLEN	1523 MEADOW CREEK APT 251	144 CALLOWAY ST	TUPELO, MS 38801	82.71
201175-101224	7/7/2017	MAE H COBB	1523 MEADOW CREEK APT 253	1523 ADA ST APT 253	TUPELO, MS 38801	108.03
204048-104114	7/7/2017	LATASHA G MELTON	111 INDIAN VILLAGE LN	111 INDIAN VILLAGE LN	SALTILLO, MS 38866	35.52
206377-106422	7/7/2017	VERSEY M COLE	1326 ERIN ST	2732 PLEASANT PLAIN AVE	ELKHART, IN 46517	45.39
212214-111968	7/7/2017	ODNALE A BROWN	514 LITTLE ST	429 TOLBERT ST	TUPELO, MS 38804	66.06
202299-102398	7/10/2017	TERRI L PAYNE	404 MAYNARD	404 MAYNARD	TUPELO, MS 38801	101.24
210460-110282	7/10/2017	GERAMIAH F FISH	1446 S FERMSTER LAKE APT 8	671 CR 833	GUNTOWN, MS 38849	108.70
222062-121487	7/10/2017	KIMBERLY H WOOTEN	5723 HILLRIDGE DR	105 BONA KATHERINE RD	MOOREVILLE, MS 38857	34.79
208359-108745	7/13/2017	LATONIA F MITCHELL	441 N GREEN ST	1801 TALL OAKS AVE	TUPELO, MS 38801	112.63
207854-107861	7/14/2017	JOHN K CALLAHAN JR	507 MAPLE ST	507 MAPLE ST	TUPELO, MS 38804	145.95
208520-108453	7/14/2017	VICKIE S MORGAN	634 W TOWN SQUARE APT 6	201 CR 225	WALNUT, MS 38863	292.92
209190-125502	7/14/2017	CORTEZ M LINDSEY	642 ALLEN ST	642 ALLEN ST	TUPELO, MS 38804	98.05
214586-114250	7/14/2017	ADAM G DAVIS	1367 GUN CLUB RD	1367 GUN CLUB RD	TUPELO, MS 38801	73.95
200425-100476	7/17/2017	VALARIE A VANCIL	KIRKWOOD APTS APT 231	202 MILFORD APT 231	TUPELO, MS 38801	50.52
217924-128652	7/17/2017	JOHN C PIPKIN	923 CLAYTON AVE APT 3 UP NORTH SIDE	913 CLAYTON AVE APT 3	TUPELO, MS 38804	125.79
220183-119674	7/17/2017	JONATHAN S FREEMAN	1975 LAKE CL DR	3550 WOODLAND DR	8ELDEN, MS 38826	47.08
213829-111650	7/18/2017	GASPER G GOMEZ	406 A PARK ST	915 GARFIELD ST APT 28	TUPELO, MS 38801	237.80
205599-105649	7/21/2017	VICTORIA D CORNELL	1305 LAWNSDALE DR	1609 S LINWOOD AVE	EVANSVILLE, IN 47713	227.96

						PAGE 2
211621-111508	7/21/2017	BACK BAY AUTO REPAIR/STEPHEN EVERETT JR	716 A N GLOSTER ST	716 A N GLOSTER ST	TUPELO, MS 38804	45.65
212165-128063	7/23/2017	DAVID L SIMMONS	417 TOLBERT	417 TOLBERT	TUPELO, MS 38804	63.48
216490-128390	7/21/2017	JAMEEL O ROBINSON	722 B ROBINDALE DR SOUTH SIDE	722 B ROBINDALE DR	TUPELO, MS 38801	311.85
200349-112334	7/24/2017	ASHLEY WITCHER	KIRKWOOD APTS APT 123	723 SHILOH RD	MANTACHIE MS 38855	79.56
201698-128543	7/24/2017	JREASRICK A RENO	508 OAK CREEK APT 30	1621 LOCKRIDGE ST APT 2	TUPELO, MS 38804	55.33
203589-103709	7/24/2017	FEUCIA C CURTIS	2700 W PARKWAY TERRACE APT 53	778 CLAY CHICKASAW COUNTY LINE RD	PRAIRIE, MS 39756	105.64
206215-106268	7/24/2017	EMILY M COPELAND	1009 CHICKASAW TRL	1906 FILLMORE DR	TUPELO, MS 38801	34.89
212388-112090	7/24/2017	SANDRA BLANKS	1508 DEBRO	1508 DEBRO	TUPELO, MS 38804	28.45
200458-128244	7/25/2017	PAMELA L ROSS	201 MILFORD CHATEAU ROYALE 24	407 DAVID DR	TUPELO, MS 38804	83.81
200207-100240	7/25/2017	ROBERT A STEWART	1321 THE GLEN APT T-12	1321 JDA ST APT T-12	TUPELO, MS 38801	147.63
220624-128639	7/26/2017	DEMOND PHILUPS	141 S GARRISON ST	141 S GARRISON ST	TUPELO, MS 38801	108.68
216235-115762	7/27/2017	VECTOR MARKETING/JAY DAVIES	161 CLARK ST SUITE 5	5719 BAUXITE CUTOFF RD	BAUXITE, AR 72031	18.25
220300-128160	7/28/2017	BOBBY T OWENS	2876 BEASLEY DR	2876 BEASLEY DR	TUPELO, MS 38801	89.77
220480-128825	7/28/2017	TAMIKA N BROWN	2793 GREEN TEE RD	2793 GREEN TEE RD	TUPELO, MS 38801	152.31
220652-128335	7/28/2017	ALYSSA D HALL	115 TOMLINSON DR	115 TOMLINSON DR	TUPELO, MS 38801	133.88
221332-120780	7/28/2017	LINDSEY A SHEFFIELD	1705 TREELINE DR	1705 TREELINE DR	BELEDEN, MS 38826	155.05
208379-108311	7/31/2017	NELSON'S VAPE SHOP/SHANNON NELSON	906 ROBERT E LEE DR	350 ELM ST	TUPELO, MS 38804	170.29
208448-108374	7/31/2017	DONALD B PATTERSON	1102 JEFFERSON ST	923 HARRISON ST	TUPELO, MS 38801	100.34
214352-114055	7/31/2017	AVIS J SHAWVER	639 ALBANY ST	3305 W QUEEN ST	BROKEN ARROW, OK 74012	179.47
217035-116572	7/31/2017	CHARLES M JEFFERSON	1903 PINE HILL APT 6	1903 HOLMES ST APT 6	TUPELO, MS 38801	108.55
		TOTALS.....				5190.41

		TUPELO WATER & LIGHT DEPT. BAD DEBT LEDGER & FRANKLIN COLLECTION				
AUGUST 2017		PAGE 3				
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
214685-128275	8/1/2017	MELVIN E ROBINSON	3255 WINCHESTER CIR	3255 WINCHESTER CIR	TUPELO, MS 38801	30.66
220620-120114	8/1/2017	LUISA B RODRIGUEA	167 W GARRISON ST	167 W GARRISON ST	TUPELO, MS 38801	124.37
203309-103414	8/2/2017	ROOSEVELT V DANIELS IV	301 S THOMAS ST	301 S THOMAS ST	TUPELO, MS 38801	77.72
205422-105463	8/2/2017	CHARBRIE T LOWERY	915 ONE D VILLE APT 97	915 GARFIELD ST APT 97	TUPELO, MS 38801	167.02
200022-100027	8/3/2017	EMME D JACKSON	1322 THE GLEN APT B-5	3423 JARROD LN	LAKELAND, FL 33810	109.69
211388-111223	8/3/2017	GREG WILLIS	119 BENTLEY DR	2303 RAVINE WAY	DALTON, GA 30720	198.01
213317-113006	8/3/2017	TIFFANY JEFFERSON	1628 LOCKRIDGE APT 3	1104 OAKDALE ST	SPRINGFIELD, IL 62703	105.17
200142-100374	8/4/2017	ROBERTA E HOWELL	1321 THE GLEN APT K-1	1321 IDA ST APT K-1	TUPELO, MS 38801	48.54
200341-100379	8/4/2017	NATHAN P HOWELL	KIRKWOOD APTS APT 221	202 MILFORD APT 221	TUPELO, MS 38801	171.18
201239-126874	8/4/2017	NANCY K MCINTIRE	113 S HIGHLAND DR	113 S HIGHLAND DR	TUPELO, MS 38801	81.84
201958-102034	8/4/2017	SANTARACA M PARKS	2103 HORTON ST	342 ROAD 711	TUPELO, MS 38801	142.06
206662-106687	8/7/2017	MISTY B COWELL	2944 S SOUTH PARK APT 25	141 MASON DR E	COLUMBUS, MS 39702	25.47
204118-104183	8/8/2017	MORGAN B ROGERS	146 HORN LN	2202 TALL OAKS AVE	TUPELO, MS 38801	134.82
210342-110179	8/8/2017	CURTIS J HALL	1674 A S FEEMSTER LK	181 COUNTY ROAD 300	SHANNON, MS 38858	111.42
213426-113138	8/8/2017	MERILYN J HOLLAND	407 MAGNOLIA DR	PO BOX 914	TUPELO, MS 38802	214.56
202234-102330	8/9/2017	ARLENDER S CRAYTON	304 NANNY	304 NANNY	TUPELO, MS 38801	387.71
202536-102746	8/9/2017	JOHNNIE R BROWN	902 ASHLEY LN	140 CR 135	OKOLONIA, MS 38860	258.47
208513-128679	8/9/2017	DEHMAUSHA L WILLIAMS	634 W TOWN SQUARE APT 3	634 W MAIN ST APT 3	TUPELO, MS 38804	141.19
202273-128079	8/11/2017	DOROTHY J RICE	2304 MEADOWVIEW DR	2304 MEADOWVIEW DR	TUPELO, MS 38801	243.49
202387-102489	8/11/2017	CANDICE M WILLIAMS	601 ANDERSON ST	601 ANDERSON ST	TUPELO, MS 38801	426.44
204124-128710	8/11/2017	DUSTIN W WHALEY	159 HORN LN APT 20	159 HORN LN APT 20	SALTILLO, MS 38866	36.29
205188-105220	8/11/2017	CALVIN B WITHERSPOON	918 EISENHOWER	918 EISENHOWER	TUPELO, MS 38801	435.13
205301-105336	8/11/2017	SHERNIE A PACE	914 GRANT	61305 HIGHWAY 278 E	AMORY, MS 38821	567.78
206901-127980	8/11/2017	MAKEJA A SHUMPERT	3101 B S GREEN	3101 B S GREEN	TUPELO, MS 38801	141.36
207238-107274	8/11/2017	CHEVELLE L POWELL	909 WILLIAMS ST APT 2	PO BOX 2994	TUPELO, MS 38803	161.00
208055-108024	8/11/2017	DEVIN PARKER	405 MAGAZINE ST APT 7	405 MAGAZINE ST APT 7	TUPELO, MS 38804	109.66
211472-111313	8/14/2017	CATRINA K HILL	1736 ELVIS PRESLEY DR	PO BOX 145	RELDEN, MS 38826	269.04
211807-111626	8/14/2017	HADEN D LANSDELL	419 PARK ST	411 WILLOW RD	FULTON, MS 38843	114.59

						PAGE 4
202045-102130	8/15/2017	CENEDA D LOWE	HILDALE APTS APT G-51	320 MONUMENT DR APT G51	TUPELO, MS 38801	493.41
209181-108063	8/15/2017	RAFEAR B RICHARDSON	445 GOODLETT ST	445 GOODLETT ST	TUPELO, MS 38804	86.59
214358-114061	8/15/2017	RONALD CLAYTON	2547 ARLINGTON DR	1435 COUNTY ROAD 278	BLUE SPRINGS, MS 38528	379.20
200498-100558	8/16/2017	AKEA O EZELL	201 MILFORD CHATEAU ROYALE 61	127 MATT CV	SHANNON, MS 38868	181.17
200743-101017	8/16/2017	KHRISTIA S FREEMAN	1135 BRYSON DR	2536 GREEN TREE RD	TUPELO, MS 38801	530.32
206519-128301	8/16/2017	CHAGNEY T BOGAN	840 BARLEY ST APT 2	840 BARLEY CT APT 2	TUPELO, MS 38801	16.27
213463-113176	8/16/2017	TIESHA E MCCOWAN	505 SHIRLEY AVE	505 SHIRLEY AVE	TUPELO, MS 38804	233.36
216357-116393	8/16/2017	BRANDY N MOORE	2420 HOLMES ST	2420 HOLMES ST	TUPELO, MS 38801	282.48
215232-114878	8/17/2017	SAVE A LOT TUPELO	1218 E MAIN ST	1218 E MAIN ST	TUPELO, MS 38804	3528.90
201648-101693	8/18/2017	MARTHA S REYNOLDS	1903 BELLA VISTA DR	280 E OXFORD ST	PONTOTOC, MS 38863	8.65
210180-110021	8/18/2017	JESSICA R COLLINS	109 EASTWOOD DR	109 EASTWOOD DR	TUPELO, MS 38804	430.27
211434-128281	8/18/2017	JESSICA S OSBORN	2459 A N VETERANS MEMORIAL	2459 A N VETERANS MEMORIAL	SALTILLO, MS 38866	631.68
212007-111827	8/18/2017	LARRY R BARNES	585 TANK DR	PO BOX 485	TUPELO, MS 38802	62.04
212693-112365	8/18/2017	RHANNON SHARPE	699 VISTA RIDGE APT 514	699 NATION HILLS DR 514	TUPELO, MS 38804	159.90
200493-100551	8/24/2017	JOE A GRAY	201 MILFORD CHATEAU ROYALE 56	201 MILFORD ST APT 56	TUPELO, MS 38801	41.02
214950-113755	8/24/2017	JESSICA E HOOD	1303 BIENVILLE ST	1303 BIENVILLE ST	TUPELO, MS 38801	127.92
213754-113458	8/25/2017	GLORIA J RANSFER	1201 W JACKSON ST APT 1	1201 W JACKSON ST APT 1	TUPELO, MS 38801	558.15
220247-119739	8/25/2017	LOTTIE WILLIAMS	2767 BEASLEY DR	2767 BEASLEY DR	TUPELO, MS 38801	191.82
220517-125515	8/25/2017	TORSYLVIA C MONTGOMERY	109 W GARRISON ST	109 W GARRISON ST	TUPELO, MS 38801	140.46
220648-120135	8/25/2017	ANJIA A MALLORY	111 TOMLINSON DR	111 TOMLINSON DR	TUPELO, MS 38801	60.90
221173-120616	8/25/2017	NIESHA T MOORE	3794 FAIR OAKS	3794 FAIR OAKS	BELDEN, MS 38826	76.62
200330-100367	8/28/2017	DOUGLAS M FITZPATRICK	KIRKWOOD APTS APT 130	202 MILFORD ST APT 130	TUPELO, MS 38801	197.17
217381-102583	8/28/2017	MICHAEL RUPERT	2307 EVERGREEN ST	1180 LONE OAK PARK 39773	WEST POINT, MS	192.18
200847-100908	8/31/2017	MARIAM E SMITH	PRESIDENTS GATE APT A- 18	102 ZACHARY DR	SALTILLO, MS 38866	14.62
		TOTALS.....				13454.89

SEPTEMBER 2017		TUPELO WATER & LIGHT DEPT. BAD DEBT LEDGER & FRANKLIN COLLECTION					PAGE 5
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount	
200293-129090	9/1/2017	DANIEL B GREEN	KIRKWOOD APTS APT 207	202 MILFORD ST APT 207	TUPELO, MS 38801	407.02	
200343-100381	9/1/2017	CHRISTINE J JOHNSON	KIRKWOOD APTS APT 119	202 MILFORD ST APT 119	TUPELO, MS 38801	555.27	
206524-128365	9/1/2017	WHITNEY D DILWORTH	840 BARLEY ST APT 13	840 BARLEY CT APT 13	TUPELO, MS 38801	50.06	
217926-127921	9/1/2017	TONI M PORTER	911 CLAYTON AVE	307 BRAMLETT APT 5	OXFORD, MS 3865	195.25	
200853-100915	9/5/2017	CHRIS D JONES	PRESIDENTS GATE APT A-23	939 LAWNSDALE APT A23	TUPELO, MS 38801	265.91	
201007-101048	9/5/2017	SHELIA L LOWERY	PRESIDENTS GATE APT F-12	929 LAWNSDALE F-12	TUPELO, MS 38801	58.46	
201027-101068	9/5/2017	ALEXIS G DANIEL	PRESIDENTS GATE APT D 30	933 LAWNSDALE DR D- 30	TUPELO, MS 38801	381.23	
201285-111858	9/5/2017	JOCILIN J FORSTER	1529 REED ST	1529 REED ST	TUPELO, MS 38801	76.68	
202703-102817	9/5/2017	ALEXUS S BELL	2437 C MAGNOLIA PL	2437 C MAGNOLIA PL	TUPELO, MS 38801	334.89	
221026-120472	9/5/2017	THOMAS L HEATHERLY	2931 OLD BELDEN CIR	2931 OLD BELDEN CIR	TUPELO, MS 38801	0.24	
221092-120544	9/5/2017	JAMEY K NUNLEY	3611 B CRESTVIEW ST	3611 B CRESTVIEW ST	TUPELO, MS 38801	29.42	
202087-128876	9/6/2017	MANDOLYN F FITTS	HILDALE APTS APT M- 89	320 MONUMENT DR APT M-89	TUPELO, MS 38801	27.00	
221094-120546	9/6/2017	CYNTHIA HILL	3537 B CRESTVIEW	3537 B CRESTVIEW	TUPELO, MS 38801	116.99	
200414-100465	9/7/2017	JOEY M GRAHAM	KIRKWOOD APTS APT 158	202 MILFORD ST APT 158	TUPELO, MS 38801	38.55	
220650-128386	9/7/2017	DEBORAH MCCOY	113 TOMLINSON DR	374 WRIGHT WAY	TUPELO, MS 38801	13.52	
206208-106260	9/8/2017	EZRA T FORSHEE	917 CHICKASAW TRL	917 CHICKASAW TRL	TUPELO, MS 38801	226.56	
206688-106715	9/8/2017	BRIAN C CRUISE	2944 S SOUTH PARK APT 50	2944 S GREEN ST APT 50	TUPELO, MS 38801	140.46	
206966-107003	9/8/2017	VAN B CHANEY	102 BALFOUR CIR	205 EDGEVIEW AVE	HOMESWOOD, AL 3	253.58	
204039-104107	9/11/2017	DOROTHY A CAYSON	106 INDIAN VILLAGE LN	106 INDIAN VILLAGE LN	SALTILLO, MS 3886	7.49	
205279-105314	9/11/2017	BOBBY R LESTER	915 TAYLOR ST	184 COLUMNS ST	ECRIU, MS 28841	96.46	
209573-128578	9/11/2017	KELLY LYNN POOLE	1210 KELLY ST	1210 KELLY ST	TUPELO, MS 38804	342.61	
211783-127630	9/11/2017	JANEISHA MIDDLEBROO	812 WESTVIEW APTS APT 4	1234 KELLY ST	TUPELO, MS 38804	651.97	
202194-102290	9/12/2017	EUGENE MORGAN	2110 GLENDALE DR	2110 GLENDALE DR	TUPELO, MS 38801	748.48	
213672-113384	9/12/2017	LATOYA JEAN SHUMPER	1110 W JACKSON ST	1304 MARQUETTE ST	TUPELO, MS 38801	216.19	
209021-108907	9/13/2017	DUSTIN O MANNING	411 N MADISON ST APT A	411 N MADISON ST APT A	TUPELO, MS 38804	147.02	

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213631-113343	9/14/2017	LAUREN D TERRY	1200 A PARKWOOD GRV	1200 A PARKWOOD GRV	TUPELO, MS 38804	419.42
210376-110218	9/15/2017	KERRY KING	1606 S FEEMSTER LAKE APT 18	728 A ELVIS PRESLEY DR	TUPELO, MS 38804	224.05
210412-129105	9/15/2017	CHRISTOPHER D CRAWF	1518 S FEEMSTER LAKE APT 8	1518 S FEEMSTER LAKE RD APT 8	TUPELO, MS 38804	77.72
213811-113514	9/15/2017	ANITA STEVENSON	1805 HOLMES ST	511 CLESTAL ST	AMORY, MS 38821	235.98
220625-120119	9/15/2017	LATRICA L BUSH	173 W GARRISON ST	PO BOX 2042	VERONA, MS 3887	35.78
201565-101613	9/18/2017	KIMBERLY V NEAL	116 A HARRISBURG LNDG	7580 HAVENSVILLE ST APT A	SOUTHHAVEN, MS	27.16
212653-112315	9/20/2017	JAMES D REA	699 VISTA RIDGE APT 203	699 NATION HLS APT 203	TUPELO, MS 38804	108.88
212794-100942	9/20/2017	JEFFERY C TRAYLOR	699 VISTA RIDGE APT 1214	699 NATON HILLS DR APT 1214	TUPELO, MS 38804	22.20
213451-128943	9/22/2017	JAMES O BROWN	421 CLAYTON AVE	421 CLAYTON AVE	TUPELO, MS 38804	183.95
214403-114110	9/22/2017	CONSTANCE B HILL	2672 ARLINGTON DR	2672 ARLINGTON DR	TUPELO, MS 38803	291.53
217815-128245	9/25/2017	WILLIAM J BELL	1930 FOREST PARK	306 COVINGTON CV	MADISON, MS 391	146.03
218814-118322	9/25/2017	PRISSCILLA G ROBINSON	1430 ROWAN OAK DR	1104 LEE AVE 29	AMORY, MS 38821	95.91
208179-108130	9/26/2017	TYLER T JENKINS	128 S THE CORNERS APT 2	236 PITTSBORO ST	HOUSTON, MS 386	143.91
215567-115165	9/26/2017	TOYS R US 8850	969 BARNES CROSSING RD	PO BOX 2440	SPOKANE, WA 992	94.78
201705-101764	9/27/2017	BRIANNA J BLANCHARD	508 OAK CREEK APT 40	508 LUMPKIN APT 40	TUPELO, MS 38803	322.13
222349-121733	9/27/2017	STEPHEN CURTIS	112 B MICKEY LN	108 B MICKEY LN	BELDEN, MS 38826	121.39
200724-100788	9/28/2017	AUCIA A MONTGOMERY	137 MILFORD ST	971 NOLAN LN	CORDOVA, TN 380	74.97
200196-100228	9/29/2017	VALEMERTIA L PRICE	1321 THE GLEN APT S-15	1321 IDA ST APT S-1	TUPELO, MS 38803	125.71
201165-101211	9/29/2017	ROBERT E JONES	1521 MEADOW CREEK APT 243	PO BOX 3504	TUPELO, MS 38803	69.53
218746-129311	9/29/2017	TAVON G FREEMAN	136 RD 1500	136 RD 1500	BELDEN, MS 38826	232.97
220593-120090	9/29/2017	FORI S BYRD	105 S GARRISON ST	105 S GARRISON ST	TUPELO, MS 38803	121.53
220607-120103	9/29/2017	NATASHA S VEASLEY	159 W GARRISON ST	PO BOX 2042	VERONA, MS 3887	529.59
220618-129056	9/29/2017	PORSHA D SMITH	165 W GARRISON ST	165 W GARRISON ST	TUPELO, MS 38803	48.52
221466-125667	9/29/2017	TIMOTHY A WILLIAMS	3085 WILLIE MOORE RD	3085 WILLIE MOORE RD	TUPELO, MS 38803	97.54
222219-121613	9/29/2017	JOAN V SWEAT	5210 TIMBERLANE RD	5210 TIMBERLANE RD	BELDEN, MS 38826	150.42
		TOTALS.....				9383.01

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		TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION				
OCTOBER 2017		PAGE 7				
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
202760-102874	10/2/2017	RAY LONG	2411 DANNY	1405 GRANDVIEW DR	GAUTIER, MS 39553	98.40
222358-128968	10/2/2017	BRIAN T MARSHALL	324 A MICKEY LN	124 A MICKEY LN	8ELDEN, MS 38826	245.44
211469-111310	10/2/2017	TENESHA R GAITHER	1624 RANCH RD	PO BOX 3912	CORDOVA, TN 38008	198.44
201364-101409	10/3/2017	ROGER D MERCER	1501 FORREST ST	1501 1/2 FORREST ST	TUPELO, MS 38801	379.52
205443-119976	10/3/2017	FRANKIE J MCGAHA	915 ONE D VILLE APT 70	PO BOX 724	VERONA, MS 38879	81.21
200509-129617	10/4/2017	REBA M DRUMMOND	201 MILFORD CHATEAU ROYALE 72	1310 FOOT E ST	CORINTH, MS 38834	208.39
204316-104372	10/6/2017	KEN P WILLIAMS	1435 BEECH SPRINGS RD	4586 TAMMY LN	MEMPHIS, TN 38116	157.42
202977-103091	10/6/2017	ROCHA L RICHARDSON	3903 WESTGATE DR APT 4	3903 WESTGATE DR APT 4	TUPELO, MS 38801	573.52
200956-100986	10/6/2017	RAGUAYYAH T SHANNON	1 PRESIDENTS GATE APT C- 15	115 WOOD GREEN ST	PLANTERSVILLE, MS 38862	24.87
206718-127818	10/6/2017	RAVEN L HAMPTON	2944 S SOUTH PARK APT 80	2944 S GREEN ST APT 80	TUPELO, MS 38801	194.88
207296-107334	10/6/2017	JOHNNY L HATCHETT	1106 EVELYN DR	1106 EVELYN DR	TUPELO, MS 38801	261.08
200475-100531	10/10/2017	RICHARD D LUTZ	201 MILFORD CHATEAU ROYALE 38	202 AIR PARK RD	TUPELO, MS 38801	168.08
200989-101205	10/10/2017	LAQUITA M MARSH	PRESIDENTS GATE APT F- 60	1105 G AVE	AMORY, MS 38821	11.92
207829-129219	10/13/2017	STEVEN W HESTER	508 S BROADWAY ST	508 S BROADWAY ST	TUPELO, MS 38804	119.38
208869-108755	10/13/2017	ERICA P HEARD	411 N GREEN ST APT 3	411 N GREEN ST APT 3	TUPELO, MS 38804	51.72
205460-105508	10/13/2017	MARY J WARE	915 ONE D VILLE APT 85	915 GARFIELD ST APT 85	TUPELO, MS 38801	64.33
213899-113602	10/13/2017	KENYA D LESURE	1304 A LEONARD DR	1304 A LEONARD DR	TUPELO, MS 38801	133.12
201714-101773	10/16/2017	ELIZABETH N HICKS	508 OAK CREEK APT 44	508 LUMPKIN AVE APT 44	TUPELO, MS 38801	74.24
200419-100490	10/17/2017	SHERLEY ROBERTSON	KIRKWOOD APTS APT 160	202 MILFORD ST APT 160	TUPELO, MS 38801	32.19
217776-117326	10/18/2017	HERBERT L MILLSAPS	1711 OSBORNE ST	1711 OSBORNE ST	TUPELO, MS 38804	316.56
220412-129069	10/19/2017	MANDY J CAYSON	3318 MEADOW DR	3318 MEADOW DR	TUPELO, MS 38801	33.45
213339-113033	10/20/2017	SHAUNTAVIA N POINDEXTER	1618 LOCKRIDGE APT 1	2904 MOORE AVE	TUPELO, MS 38801	58.09
212477-112175	10/20/2017	TERRY FIELDS JR	1412 N MADISON ST	1412 N MADISON ST	TUPELO, MS 38804	292.67
212858-129017	10/20/2017	NATHANIEL W TRAYLOR	2122 CRABAPPLE	2122 CRABAPPLE DR	TUPELO, MS 38801	127.56
201591-101641	10/23/2017	WILLIAM L BLANKS	2010 FORREST ST	2010 FORREST ST	TUPELO, MS 38801	279.46
202472-128734	10/26/2017	NIVA N MITCHELL	501 S FOSTER ST	501 S FOSTER ST	TUPELO, MS 38801	193.08
220603-128076	10/27/2017	CARMEN D FRANKLIN	155 W GARRISON ST	155 W GARRISON ST	TUPELO, MS 38801	55.79

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218052-117577	10/27/2017	KRISTOPHER A LEVOS	1611 CLAYTON AVE	1611 CLAYTON AVE	TUPELO, MS 38504	PAGE 8 739.98
201958-112402	10/27/2017	ANGELA K TRAYLOR	2103 HORTON ST	PG BOX 212	GUNTOWN, MS 38549	120.10
220546-120042	10/27/2017	ANNIE DORIS CULVER	128 PRESLEY DR	128 PRESLEY DR	TUPELO, MS 38301	147.34
237697-117242	10/30/2017	TIMOTHY L STACKER	1592 SHANDS DR APT A EAST SIDE	1592 SHANDS DR APT A EAST SIDE	TUPELO, MS 38304	80.26
222268-121653	10/30/2017	RICKY F LEWIS	2545 COUNTRYWOOD RD	145 JACKSON AVE	MAYFLOWER, AR 72105	160.47
		TOTALS.....				5622.96

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FAX No. 6628416471

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		TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION				
NOVEMBER 2017						PAGE 9
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
216635-116158	11/1/2017	CHRISTOPHER K JONES	725 B ROBINDALE	725 B ROBINDALE	TUPELO, MS 38801	77.95
209547-109509	11/2/2017	LATRENA M CARTER	914 RICHARD	914 RICHARD	TUPELO, MS 38804	211.27
211271-111116	11/2/2017	JENNI WHALEY	152 A WHALEY RD	152 A WHALEY RD	TUPELO, MS 38804	1241.90
200745-100812	11/3/2017	QUAYNESHIA S ROYD	1130 A BRYSON DR	1130 A BRYSON DR	TUPELO, MS 38801	217.53
200859-102120	11/3/2017	NASTAGHA S BROWN	PRESIDENTS GATE APT A-38	PRESIDENTS GATE APT A-38	TUPELO, MS 38801	113.00
201172-101220	11/3/2017	CHIQUITA D JONES	1523 MEADOW CREEK APT 250	1523 JDA ST APT 250	TUPELO, MS 38801	51.86
201514-101353	11/3/2017	TACITA WIMSATT	307 SMITH ST	307 SMITH ST	TUPELO, MS 38801	127.97
203961-104029	11/3/2017	MUDCREEK ARCHERY LLC C/O BRYAN ELLIS	2277 BARNES CROSSING RD	2277 BARNES CROSSING RD	SALTILLO, MS 38866	85.92
204346-104403	11/3/2017	ISAEL A MANDEZ	122 TRACEVIEW LN APT 4	122 TRACEVIEW LN APT 4	SALTILLO, MS 38866	134.95
211836-111856	11/3/2017	CHRISTY E THOMAS	424 PARK ST	424 PARK ST	TUPELO, MS 38804	295.10
222791-129065	11/6/2017	POPSY LLC C/O CHANTREA BECK	216 A W MAIN ST	216 A W MAIN ST	TUPELO, MS 38804	66.48
209396-109274	11/7/2017	LACY E FERGUSON III	401 B S CANAL ST NORTH SIDE	401 B S CANAL ST NORTH SIDE	TUPELO, MS 38804	197.93
210377-129120	11/7/2017	MARY ANN HARDY	1606 S FEEEMSTER LAKE APT 19	1606 S FEEEMSTER LAKE APT 19	TUPELO, MS 38804	13.50
210486-127883	11/7/2017	BILLY W MCCANNALLY	2185 KATHY LN	2185 KATHY LN	TUPELO, MS 38804	38.44
220587-120083	11/9/2017	WESLEY L GILLESPIE	121 PRESLEY DR	121 PRESLEY DR	TUPELO, MS 38801	38.82
202363-102463	11/13/2017	THOMAS E HUGHES	607 MEEKS ST	607 MEEKS ST	TUPELO, MS 38801	274.92
208477-108404	11/13/2017	CANCUN MEXICAN REST	201 N GLOSTER ST	201 N GLOSTER ST	TUPELO, MS 38804	3198.52
208820-128213	11/13/2017	GARJIOUS L HARRIS	414 N GREEN ST	414 N GREEN ST	TUPELO, MS 38804	121.79
208862-108747	11/13/2017	CYNTHIA D TUCKER	431 GREEN ST APT B NORTH SI	431 GREEN ST APT B NORTH SIDE	TUPELO, MS 38804	1032.70
209397-109275	11/13/2017	LACY E FERGUSON III	401 A S CANAL ST SOUTH SIDE	401 A S CANAL ST SOUTH SIDE	TUPELO, MS 38804	169.23
211245-106211	11/13/2017	DOROTHY J WHALEY	2575 N VETERANS MEMORIAL	2575 N VETERANS MEMORIAL	SALTILLO, MS 38866	109.50
210207-110047	11/15/2017	TIFFANY C HOLLIDAY	156 MCNEECE ST	156 MCNEECE ST	TUPELO, MS 38804	220.05
216621-116245	11/16/2017	JESSICA A BROWN	802 ROBINDALE DR	802 ROBINDALE DR	TUPELO, MS 38801	0.00
209789-109544	11/17/2017	ERNEST A HARGETT	1018 WILSON ST	1018 WILSON ST	TUPELO, MS 38804	357.57
212230-129438	11/17/2017	PEREZ GATES	524 WALKER	524 WALKER	TUPELO, MS 38804	143.67
209041-110284	11/28/2017	YARICO E BUTLER	418 N MADISON ST	418 N MADISON ST	TUPELO, MS 38804	12.99
212439-112141	11/30/2017	MITCHELL JENKINS	1518 N MADISON ST	1518 N MADISON ST	TUPELO, MS 38804	315.49
		TOTALS.....				8769.06

TUPELO WATER & LIGHT DEPARTMENT BAD DEBT LEDGER & FRANKLIN COLLECTION						
DECEMBER 2017						PAGE 10
ACCOUNT NUMBER	TURN OFF DATE	Name	Service Address	Mailing Address	Mailing CityStateZip	Amount
201664-128728	12/1/2017	SHALYNDA ANN CRUSE	2007 BELLA VISTA DR	1406 LAMBARO DR	TUPELO, MS 38801	106.67
220608-129194	12/1/2017	DANIEL A JONES	163 W GARRISON ST	163 W GARRISON ST	TUPELO, MS 38801	45.95
221085-120537	12/1/2017	JOSEPH R MUFFEY	3526 A CRESTVIEW	3526 A CRESTVIEW	TUPELO, MS 38801	62.96
200978-101059	12/4/2017	BRITTANY N HUGHES	PRESIDENTS GATE APT F 50	1190 FLOYD RD	BELDEN, MS 38826	16.32
220835-120295	12/5/2017	GREGORY H HOPKINS	4597 MT VERNON RD	4597 MT VERNON RD	TUPELO, MS 38804	399.69
200092-100254	12/7/2017	ANITA R HUDSON	1321 THE GLEN APT G-3	114 JORDAN AVE	NETTLETON, MS 38858	28.87
200099-100120	12/7/2017	JOHNNIE WILLIAMS	1322 THE GLEN APT I-3	PO BOX 3853	TUPELO, MS 38803	90.28
200746-100813	12/7/2017	GLORIA JEFFERSON	1132 BRYSON DR	121 ROAD 686	TUPELO, MS 38801	371.29
200963-128282	12/7/2017	NICHOLAS B SLACK	PRESIDENTS GATE APT C- 21	925 LAWNDALE DR APT C-21	TUPELO, MS 38801	32.55
205911-128247	12/8/2017	DAVID R MILLER	1110 NIXON DR	1110 NIXON DR	TUPELO, MS 38801	208.13
201780-127609	12/11/2017	WILLIAM T STRETZ	405 WESTWOOD APT 19	405 LUMPKIN AVE APT 19	TUPELO, MS 38801	88.68
213321-113010	12/11/2017	FLJIMMIE T GREEN	1626 LOCKRIDGE APT 4	PO BOX 2885	TUPELO, MS 38803	150.27
206807-106838	12/12/2017	TROY COOK	2983 S TIMBERLAWN APT 45	407 DOCTORS DR	NEW ALBANY, MS 38652	76.35
220371-119862	12/12/2017	CAMERON M SMITH	3316 BROOKS ST	1077 CR 292 ST APT 44	BLUDE SPRINGS, MS 38828	65.91
206961-106998	12/15/2017	FRANK NICHOLS	2424 LAWNDALE DR	113 W SHORE DR	SALTLO, MS 38869	1004.40
211793-111612	12/15/2017	COLE D DAVIS	820 BLAIR ST WEST SIDE	1612 CLAYTON AVE	TUPELO, MS 38804	114.55
212428-112130	12/18/2017	BOBBY L WELLS	1614 N MADISON ST	1614 N MADISON ST	TUPELO, MS 38804	397.75
213272-112956	12/18/2017	SHENIQUA A KING	402 BURRESS CIR APT 1	3499 WILLIE MOORE RD APT 4	TUPELO, MS 38801	220.02
203535-103646	12/19/2017	TRAVARIUS Q BOBO	2700 W PARKWAY TERRACE APT 113	229 OLD PLANTERS RD	PLANTERSVILLE, MS 38862	14.36
219486-118971	12/19/2017	JANICE M ALBRIGHT	4754 MEADOW BROOK DR	4754 MEADOW BROOK DR	TUPELO, MS 38801	30.66
204892-128595	12/20/2017	JIMMIE TOWNSEND	2800 S GLOSTER ST	245 METTS RD	NETTLETON, MS 38858	94.21

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213705-128549	12/21/2017	BETTY L MURPHY	340 A RANKIN BLVD	340 A RANKIN BLVD	TUPELO, MS 38804	405.67
216579-116101	12/21/2017	GREGORY A BELL	911 SPRUCE ST	163 ROAD 1046	TUPELO, MS 38801	104.76
201754-101824	12/28/2017	NERISSA T DEPRIEST	508 OAK CREEK APT 25	3143 BEASLEY DR	TUPELO, MS 38801	62.76
208368-108300	12/28/2017	BIG J BODY SHOP C/O JAMES MORRIS	129 RANKIN BLVD EXT	129 RANKIN BLVD EXT	TUPELO, MS 38801	950.53
213724-113427	12/28/2017	DANIEL W WALLAR	306 RANKIN BLVD	275 B ROAD 1562	TUPELO, MS 38804	188.51
214422-114130	12/28/2017	MADISAN G MCALLISTER	2101 OAKWOOD VILLAGE APT 14	2101 W JACKSON APT 14	TUPELO, MS 38801	14.21
220652-129794	12/28/2017	SHANEQUIA T CHANDLER	115 TOMLINSON DR	115 TOMLINSON DR	TUPELO, MS 38801	96.29
		TOTALS.....				5442.60

Appendix J

End



City of Tupelo

Jason L. Shelton
Mayor

Awarded
3/5/19
AP

Water and Light
Johnny Timmons, Director

February 26, 2019

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

Mayor Jason L. Shelton and Council of the City of Tupelo
City of Tupelo
Tupelo, Mississippi 38801

Dear Mayor Shelton and Council Members:

I recommend the following bid award for consideration at your regular meeting on
Tuesday, March 5, 2019:

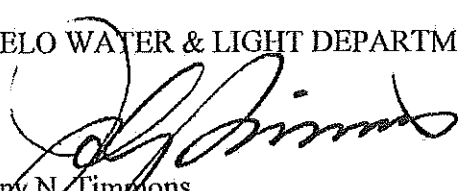
**Bid No. 1533WL – Source of Supply Bid (Minor Water/Sewer Construction and
Rehab) to the low qualified vendors as indicated below:**

Section 1 – Paul Smithey Construction	\$5,424.35
Section 2 – M&M Underground Video	\$909.70
Section 3 – Paul Smithey Construction	\$95,697.00
Section 4 – Paul Smithey Construction	\$12,523.40
Section 5 – Paul Smithey Construction	\$912.45
Section 6 – Paul Smithey Construction	\$2,772.00
Section 7 – Paul Smithey Construction	\$8,735.50

If you have any questions, please let me know.

Sincerely,

TUPELO WATER & LIGHT DEPARTMENT


Johnny N. Timmons
Manager

Appendix K

Start



City of Tupelo

Jason L. Shelton
Mayor

Water and Light
Johnny Timmons, Director

COUNCIL

Markel Whittington
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Y. Davis
Ward Four

Buddy Palmer
Ward Five

Mike Bryan
Ward Six

Willie Jennings
Ward Seven

February 14, 2019
10:00 AM

MINUTE ENTRY

BID DESCRIPTION

Bid No. 1533WL

Source of Supply
(Minor Water/Sewer Construction and Rehab)

ATTENDANCE

Missy Shelton
Pam Blassingame
Jason Rush
Davey Cole
Ben Logan

COMPANY

City of Tupelo – Finance
City of Tupelo – Water & Light
City of Tupelo – Public Works
City of Tupelo – Water & Light
City of Tupelo – Administration

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 1533WL - SOURCES OF SUPPLY
FEBRUARY 14, 2019

Materials			Vendors	
			Paul Smithey Construction	M&M Underground Video
Section 1: Part 1: PVC Sewer Pipe Installation			Bid Price per Linear Ft	
4"	0' - 6' cut	0' - 300'	\$11.00	No Bid
4"	0' - 6' cut	301' - 700'	\$10.70	No Bid
4"	0' - 6' cut	701' +	\$10.40	No Bid
4"	6' - 10' cut	0' - 300'	\$12.30	No Bid
4"	6' - 10' cut	301' - 700'	\$12.00	No Bid
4"	6' - 10' cut	701' +	\$11.70	No Bid
4"	10' - 16' cut	0' - 300'	\$19.80	No Bid
4"	10' - 16' cut	301' - 700'	\$19.50	No Bid
4"	10' - 16' cut	701' +	\$19.20	No Bid
4"	Ductile Iron Pipe Add-On	Lump Sum	\$1.05	No Bid
6"	0' - 6' cut	0' - 300'	\$13.55	No Bid
6"	0' - 6' cut	301' - 700'	\$13.25	No Bid
6"	0' - 6' cut	701' +	\$13.00	No Bid
6"	6' - 10' cut	0' - 300'	\$14.80	No Bid
6"	6' - 10' cut	301' - 700'	\$14.50	No Bid
6"	6' - 10' cut	701' +	\$14.20	No Bid
6"	10' - 16' cut	0' - 300'	\$22.35	No Bid
6"	10' - 16' cut	301' - 700'	\$22.00	No Bid
6"	10' - 16' cut	701' +	\$21.70	No Bid
6"	Ductile Iron Pipe Add-On	Lump Sum	\$1.30	No Bid
8"	0' - 6' cut	0' - 300'	\$22.55	No Bid
8"	0' - 6' cut	301' - 700'	\$22.25	No Bid
8"	0' - 6' cut	701' +	\$22.00	No Bid
8"	6' - 10' cut	0' - 300'	\$27.70	No Bid
8"	6' - 10' cut	301' - 700'	\$27.40	No Bid
8"	6' - 10' cut	701' +	\$27.10	No Bid
8"	10' - 16' cut	0' - 300'	\$35.25	No Bid
8"	10' - 16' cut	301' - 700'	\$35.00	No Bid
8"	10' - 16' cut	701' +	\$34.70	No Bid
8"	Ductile Iron Pipe Add-On	Lump Sum	\$1.55	No Bid

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 1533WL - SOURCES OF SUPPLY
FEBRUARY 14, 2019

Materials			Vendors	
			Paul Smithey Construction	M&M Underground Video
Section 1: Part 1: PVC Sewer Pipe Installation (cont'd)			Bid Price per Linear Ft	
<u>Diameter</u>	<u>Est. Qty.</u>	<u>Length</u>		
10"	0' - 6' cut	0' - 300'	\$23.95	No Bid
10"	0' - 6' cut	301' - 700'	\$23.65	No Bid
10"	0' - 6' cut	701' +	\$23.35	No Bid
10"	6' - 10' cut	0' - 300'	\$28.95	No Bid
10"	6' - 10' cut	301' - 700'	\$28.65	No Bid
10"	6' - 10' cut	701' +	\$28.35	No Bid
10"	10' - 16' cut	0' - 300'	\$36.50	No Bid
10"	10' - 16' cut	301' - 700'	\$36.20	No Bid
10"	10' - 16' cut	701' +	\$36.00	No Bid
10"	Ductile Iron Pipe Add-On	Lump Sum	\$1.85	No Bid
12"	0' - 6' cut	0' - 300'	\$25.20	No Bid
12"	0' - 6' cut	301' - 700'	\$24.90	No Bid
12"	0' - 6' cut	701' +	\$24.60	No Bid
12"	6' - 10' cut	0' - 300'	\$30.25	No Bid
12"	6' - 10' cut	301' - 700'	\$29.95	No Bid
12"	6' - 10' cut	701' +	\$29.65	No Bid
12"	10' - 16' cut	0' - 300'	\$37.80	No Bid
12"	10' - 16' cut	301' - 700'	\$37.50	No Bid
12"	10' - 16' cut	701' +	\$37.20	No Bid
12"	Ductile Iron Pipe Add-On	Lump Sum	\$2.10	No Bid
Section 1: Part 2: Miscellaneous Sewer Services				
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>		
Manhole Installation				
Standard Installation	Bid/Vertical Ft.	\$152.25	No Bid	
Installation Over Existing Line	Bid/Vertical Ft.	\$182.70	No Bid	
Tieing into Existing Manhole	Lump Sum	\$567.00	No Bid	
Tieing into Existing Sewer Line	Lump Sum	\$315.00	No Bid	
4" Sewer Tap	Lump Sum	\$440.00	No Bid	
6" Sewer Tap	Lump Sum	\$567.00	No Bid	
Install New Manhole Ring & Cover	Lump Sum	\$189.00	No Bid	
Installation of Misc. Sewer Fittings	per Hour	\$94.50	No Bid	

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 1533WL - SOURCES OF SUPPLY
FEBRUARY 14, 2019

Materials		Vendors	
		Paul Smithey Construction	M&M Underground Video
<u>Section 1: Part 2: Miscellaneous Sewer Services (cont'd)</u>			
Manhole Height Adjustment			
MH Height Adj. w/Cast Iron Riser Ring	Lump Sum	\$44.00	No Bid
MH Height Adj. w/Brick and Mortar	Lump Sum	\$189.00	No Bid
MH Height Adj. w/Concrete Donut Riser	Lump Sum	\$189.00	No Bid
MH Height Adj. - Riser 0 - 2 Feet	Lump Sum	\$315.00	No Bid
MH Height Adj. - Riser 2 - 4 Feet	Lump Sum	\$440.00	No Bid
MH Height Adj. - Riser 4 - 6 Feet	Lump Sum	\$535.00	No Bid
Sewer Pipe Bores			
4" to 6" Pipe	per LF	\$30.00	No Bid
8" to 10" Pipe	per LF	\$42.00	No Bid
12" to 16" Pipe	per LF	\$52.50	No Bid
TOTAL SECTION 1		\$5,424.35	
<u>Section 2: Sewer Inspections and Cleaning</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	<u>Bid Price/Unit</u>
Color TV/Video Inspection			
Minimum Service Charge	Lump Sum	No Bid	\$450.00
8" to 12" Sewer Lines	per LF	No Bid	\$1.50
15" to 18" Sewer Lines	per LF	No Bid	\$2.00
21" to 24" Sewer Lines	per LF	No Bid	\$2.50
Reverse Set-up	Lump Sum	No Bid	\$250.00
Pipe/Manhole Cleaning			
Clean 8" to 10" Sewer Lines	per LF	No Bid	\$1.50
Clean 12" to 15" Sewer Lines	per LF	No Bid	\$2.00
Clean 18" to 21" Sewer Lines	per LF	No Bid	\$2.50
Clean 24" and Larger Sewer Lines	per LF	No Bid	\$3.00
Manhole Cleaning	per Hour	No Bid	\$185.00

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 1533WL - SOURCES OF SUPPLY
FEBRUARY 14, 2019

Materials			Vendors	
			Paul Smithey Construction	M&M Underground Video
<u>Section 2: Sewer Inspections and Cleaning (cont'd)</u>				
Root Removal in Sewers				
8" Sewer Lines	per LF		No Bid	\$1.95
10" Sewer Lines	per LF		No Bid	\$2.50
12" Sewer Lines	per LF		No Bid	\$3.00
Smoke Testing Sewer Lines				
8" - 15" Sewer Lines	per LF		No Bid	\$1.00
18" - 36" Sewer Lines	per LF		No Bid	\$1.25
TOTAL SECTION 2			No Bid	\$909.70
<u>Section 3: Sewer Line Open-Cut Point Repairs</u>				
<u>Diameter</u>	<u>Est. Depth</u>	<u>Length of Repair</u>	<u>Bid Price per LF</u>	
8"	0' - 10' cut	0 - 10'	\$1,610.00	No Bid
8"	10' - 14' cut	0 - 10'	\$1,610.00	No Bid
8"	14' - 18' cut	0 - 10'	\$1,610.00	No Bid
8"	0' - 10' cut	10' - 20'	\$1,927.00	No Bid
8"	10' - 14' cut	10' - 20'	\$1,927.00	No Bid
8"	14' - 18' cut	10' - 20'	\$1,927.00	No Bid
10"	0' - 10' cut	0 - 10'	\$1,610.00	No Bid
10"	10' - 14' cut	0 - 10'	\$1,610.00	No Bid
10"	14' - 18' cut	0 - 10'	\$1,610.00	No Bid
10"	0' - 10' cut	10' - 20'	\$1,927.00	No Bid
10"	10' - 14' cut	10' - 20'	\$1,927.00	No Bid
10"	14' - 18' cut	10' - 20'	\$1,927.00	No Bid
12"	0' - 10' cut	0 - 10'	\$1,610.00	No Bid
12"	10' - 14' cut	0 - 10'	\$1,610.00	No Bid
12"	14' - 18' cut	0 - 10'	\$1,610.00	No Bid
12"	0' - 10' cut	10' - 20'	\$1,927.00	No Bid
12"	10' - 14' cut	10' - 20'	\$1,927.00	No Bid

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 1533WL - SOURCES OF SUPPLY
FEBRUARY 14, 2019

Materials			Vendors	
			Paul Smithey Construction	M&M Underground Video
Section 3: Sewer Line Oper-Cut Point Repairs (cont'd)				
<u>Diameter</u>	<u>Est. Depth</u>	<u>Length of Repair</u>	<u>Bid Price per LF</u>	
12"	14' - 18' cut	10' - 20'	\$1,927.00	No Bid
15"	0' - 10' cut	0 - 10'	\$1,738.00	No Bid
15"	10' - 14' cut	0 - 10'	\$1,738.00	No Bid
15"	14' - 18' cut	0 - 10'	\$1,738.00	No Bid
15"	0' - 10' cut	10' - 20'	\$2,053.00	No Bid
15"	10' - 14' cut	10' - 20'	\$2,053.00	No Bid
15"	14' - 18' cut	10' - 20'	\$2,053.00	No Bid
18"	0' - 10' cut	0 - 10'	\$1,738.00	No Bid
18"	10' - 14' cut	0 - 10'	\$1,738.00	No Bid
18"	14' - 18' cut	0 - 10'	\$1,738.00	No Bid
18"	0' - 10' cut	10' - 20'	\$2,053.00	No Bid
18"	10' - 14' cut	10' - 20'	\$2,053.00	No Bid
18"	14' - 18' cut	10' - 20'	\$2,053.00	No Bid
21"	0' - 10' cut	0 - 10'	\$1,990.00	No Bid
21"	10' - 14' cut	0 - 10'	\$1,990.00	No Bid
21"	14' - 18' cut	0 - 10'	\$1,990.00	No Bid
21"	0' - 10' cut	10' - 20'	\$2,495.00	No Bid
21"	10' - 14' cut	10' - 20'	\$2,495.00	No Bid
21"	14' - 18' cut	10' - 20'	\$2,495.00	No Bid
24"	0' - 10' cut	0 - 10'	\$1,990.00	No Bid
24"	10' - 14' cut	0 - 10'	\$1,990.00	No Bid
24"	14' - 18' cut	0 - 10'	\$1,990.00	No Bid
24"	0' - 10' cut	10' - 20'	\$2,495.00	No Bid
24"	10' - 14' cut	10' - 20'	\$2,495.00	No Bid
24"	14' - 18' cut	10' - 20'	\$2,495.00	No Bid

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 1533WL - SOURCES OF SUPPLY
FEBRUARY 14, 2019

Materials			Vendors	
			Paul Smithey Construction	M&M Underground Video
<u>Section 3: Sewer Line Oper-Cut Point Repairs (cont'd)</u>				
<u>Diameter</u>	<u>Est. Depth</u>	<u>Length of Repair</u>	<u>Bid Price per LF</u>	
27"	0' - 10' cut	0 - 10'	\$2,116.00	No Bid
27"	10' - 14' cut	0 - 10'	\$2,116.00	No Bid
27"	14' - 18' cut	0 - 10'	\$2,116.00	No Bid
27"	0' - 10' cut	10' - 20'	\$2,620.00	No Bid
27"	10' - 14' cut	10' - 20'	\$2,620.00	No Bid
27"	14' - 18' cut	10' - 20'	\$2,620.00	No Bid
TOTAL SECTION 3			\$95,697.00	
<u>Section 4: Part 1: Water Pipe Installation</u>				
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>		
3/4" Copper Service Line	per LF	\$3.75		No Bid
1" Copper Service Line	per LF	\$3.75		No Bid
1 1/2" Copper Service Line	per LF	\$3.75		No Bid
2" Copper Service Line	per LF	\$3.75		No Bid
2" PVC Water Line	per LF	\$3.75		No Bid
4" PVC Water Line	per LF	\$4.40		No Bid
6" DIP Water Line	per LF	\$7.85		No Bid
8" DIP Water Line	per LF	\$9.15		No Bid
10" DIP Water Line	per LF	\$10.40		No Bid
Installation of Misc. MJ Fittings	per Hour	\$94.50		No Bid
<u>Section 4: Part 2: Miscellaneous Water Services</u>				
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>		
New Fire Hydrant Installation w/Valve	Lump Sum	\$756.00		No Bid
6"x4" Water Tap w/valve and box	Lump Sum	\$630.00		No Bid
8"x4" Water Tap w/valve and box	Lump Sum	\$630.00		No Bid
6"x6" Water Tap w/valve and box	Lump Sum	\$630.00		No Bid

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 1533WL - SOURCES OF SUPPLY
FEBRUARY 14, 2019

Materials	Vendors		
	Paul Smithey Construction	M&M Underground Video	
<u>Section 4: Part 2: Miscellaneous Water Services (cont'd)</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
8"x6" Water Tap w/valve and box	Lump Sum	\$630.00	No Bid
10"x6" Water Tap w/valve and box	Lump Sum	\$695.00	No Bid
12"x6" Water Tap w/valve and box	Lump Sum	\$695.00	No Bid
8"x8" Water Tap w/valve and box	Lump Sum	\$756.00	No Bid
10"x8" Water Tap w/valve and box	Lump Sum	\$819.00	No Bid
12"x8" Water Tap w/valve and box	Lump Sum	\$819.00	No Bid
10"x10" Water Tap w/valve and box	Lump Sum	\$945.00	No Bid
12"x10" Water Tap w/valve and box	Lump Sum	\$1,008.00	No Bid
12"x12" Water Tap w/valve and box	Lump Sum	\$1,260.00	No Bid
<u>Section 4: Part 3: Water Service Connections</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
3/4" Water Tap w/meter and box	Lump Sum	\$441.00	No Bid
1" Water Tap w/meter and box	Lump Sum	\$441.00	No Bid
1 1/2" Water Tap w/meter and box	Lump Sum	\$504.00	No Bid
2" Water Tap w/meter and box	Lump Sum	\$504.00	No Bid
Tie into Existing Water Service Line	Lump Sum	\$94.50	No Bid
<u>Section 4: Part 4: Water and Pipe Bores</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
3/4" to 1 1/2" Pipe	per LF	\$18.90	No Bid
2" to 6" Pipe	per LF	\$22.65	No Bid
8" to 10" Pipe	per LF	\$31.50	No Bid
12" to 16" Pipe	per LF	\$47.80	No Bid
TOTAL SECTION 4		\$12,523.40	

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION
BID NO. 1533WL - SOURCES OF SUPPLY
FEBRUARY 14, 2019

Materials		Vendors	
		Paul Smithey Construction	M&M Underground Video
<u>Section 5: Miscellaneous Work</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
Dump Truck and Operator (12 cyl)	per Hour	\$57.00	No Bid
Dump Truck and Operator (20 cyl)	per Hour	\$70.00	No Bid
Trackhoe and Operator	per Hour	\$100.00	No Bid
Backhoe and Operator	per Hour	\$69.00	No Bid
D5 Dozer (or equal) and Operator	per Hour	\$76.00	No Bid
General Labor	per Hour	\$30.00	No Bid
Service Truck	per Hour	\$57.00	No Bid
Asphalt Cutting and Removing	per Foot	\$5.80	No Bid
Concrete Cutting and Removing	per Foot	\$5.80	No Bid
Haul off Dig-Out	per Hour	\$277.25	No Bid
Haul Dirt (20 yds)	per Hour	\$94.50	No Bid
Haul Dirt (14 yds)	per Hour	\$69.50	No Bid
Fertilizing Seeding & Mulching	Square Yard	\$0.60	No Bid
TOTAL SECTION 5		\$912.45	
<u>Section 6: Fire Hydrant Repairs</u>			
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>	
Replace Existing Fire Hydrant	Lump Sum	\$882.00	No Bid
Replace Existing Fire Hydrant and Valve	Lump Sum	\$1,134.00	No Bid
Raise Existing Fire Hydrant (12" to 18")	Lump Sum	\$378.00	No Bid
Raise Existing Fire Hydrant (18" to 24")	Lump Sum	\$378.00	No Bid
TOTAL SECTION 6		\$2,772.00	

**TUPELO WATER & LIGHT DEPARTMENT
 BID TABULATION
 BID NO. 1533WL - SOURCES OF SUPPLY
 FEBRUARY 14, 2019**

Materials	Vendors	
	Paul Smithey Construction	M&M Underground Video
<u>Section 7: Internal Cured-In-Place Point Repair</u>		
<u>Work Description</u>	<u>Bid Unit</u>	<u>Bid Price/Unit</u>
6" x 3' Long	Each	\$1,780.00
Additional LF - 6"	per LF	\$83.00
8" x 3' Long	Each	\$1,990.00
Additional LF - 8"	per LF	\$88.25
10" x 3' Long	Each	\$2,200.00
Additional LF - 10"	per LF	\$88.25
12" x 3' Long	Each	\$2,410.00
Additional LF - 12"	per LF	\$96.00
TOTAL SECTION 7		\$8,735.50

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
 Page 3

SECTION 1: Part 1: PVC Sewer Pipe Installation

Diameter	Est. Quantity	Length	Bid Price per LF
4"	0' - 6' cut	0' - 300'	\$ 11.00
4"	0' - 6' cut	301' - 700'	\$ 10.70
4"	0' - 6' cut	701' +	\$ 10.40
4"	6' - 10' cut	0' - 300'	\$ 12.30
4"	6' - 10' cut	301' - 700'	\$ 12.00
4"	6' - 10' cut	701' +	\$ 11.70
4"	10' - 16' cut	0' - 300'	\$ 19.80
4"	10' - 16' cut	301' - 700'	\$ 19.50
4"	10' - 16' cut	701' +	\$ 19.20
4"	Ductile Iron Pipe Add-On	Lump Sum	\$ 1.05
6"	0' - 6' cut	0' - 300'	\$ 13.55
6"	0' - 6' cut	301' - 700'	\$ 13.25
6"	0' - 6' cut	701' +	\$ 13.00
6"	6' - 10' cut	0' - 300'	\$ 14.80
6"	6' - 10' cut	301' - 700'	\$ 14.50
6"	6' - 10' cut	701' +	\$ 14.20
6"	10' - 16' cut	0' - 300'	\$ 22.35
6"	10' - 16' cut	301' - 700'	\$ 22.00
6"	10' - 16' cut	701' +	\$ 21.70
6"	Ductile Iron Pipe Add-On	Lump Sum	\$ 1.30
8"	0' - 6' cut	0' - 300'	\$ 22.55
8"	0' - 6' cut	301' - 700'	\$ 22.25
8"	0' - 6' cut	701' +	\$ 22.00
8"	6' - 10' cut	0' - 300'	\$ 27.70
8"	6' - 10' cut	301' - 700'	\$ 27.40
8"	6' - 10' cut	701' +	\$ 27.10
8"	10' - 16' cut	0' - 300'	\$ 35.25
8"	10' - 16' cut	301' - 700'	\$ 35.00
8"	10' - 16' cut	701' +	\$ 34.70
8"	Ductile Iron Pipe Add-On	Lump Sum	\$ 1.55
10"	0' - 6' cut	0' - 300'	\$ 23.95
10"	0' - 6' cut	301' - 700'	\$ 23.65
10"	0' - 6' cut	701' +	\$ 23.35
10"	6' - 10' cut	0' - 300'	\$ 28.95
10"	6' - 10' cut	301' - 700'	\$ 28.65
10"	6' - 10' cut	701' +	\$ 28.35

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
 Page 4

SECTION 1: Part 1: PVC Sewer Pipe Installation (Cont'd)

Diameter	Est. Quantity	Length	Bid Price per LF
10"	10' - 16' cut	0' - 300'	\$ 36.50
10"	10' - 16' cut	301' - 700'	\$ 36.20
10"	10' - 16' cut	701' +	\$ 36.00
10"	Ductile Iron Pipe Add-On	Lump Sum	\$ 1.85
12"	0' - 6' cut	0' - 300'	\$ 25.20
12"	0' - 6' cut	301' - 700'	\$ 24.90
12"	0' - 6' cut	701' +	\$ 24.60
12"	6' - 10' cut	0' - 300'	\$ 30.25
12"	6' - 10' cut	301' - 700'	\$ 29.95
12"	6' - 10' cut	701' +	\$ 29.65
12"	10' - 16' cut	0' - 300'	\$ 37.80
12"	10' - 16' cut	301' - 700'	\$ 37.50
12"	10' - 16' cut	701' +	\$ 37.20
12"	Ductile Iron Pipe Add-On	Lump Sum	\$ 2.10

SECTION 1: Part 2: Miscellaneous Sewer Services

Work Description	Bid Unit	Bid Price/Unit
Manhole Installation		
Standard Installation	Bid/Vertical Ft.	\$ 152.25
Installation over Existing Line	Bid/Vertical Ft.	\$ 182.70
Tieing into Existing Manhole	Lump Sum	\$ 567.00
Tieing into Existing Sewer Line	Lump Sum	\$ 315.00
4" Sewer Tap	Lump Sum	\$ 440.00
6" Sewer Tap	Lump Sum	\$ 567.00
Install New Manhole Ring & Cover	Lump Sum	\$ 189.00
Installation of Misc. Sewer Fittings	per Hour	\$ 94.50
Manhole Height Adjustment		
MH Height Adjustment with Cast Iron Riser Ring	Lump Sum	\$ 44.00
MH Height Adjustment with Brick and Mortar	Lump Sum	\$ 189.00

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 1: Part 2: Miscellaneous Sewer Services (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Manhole Height Adjustment (Cont'd)		
MH Height Adjustmant with Concrete Donut Riser	Lump Sum	\$ 189.00
MH Height Adjustment - Riser 0 - 2 Feet	Lump Sum	\$ 315.00
MH Height Adjustment - Riser 2 - 4 Feet	Lump Sum	\$ 440.00
MH Height Adjustment - Riser 4 - 6 Feet	Lump Sum	\$ 535.00
Sewer Pipe Bores		
4" to 6" Pipe	per LF	\$ 30.00
8" to 10" Pipe	per LF	\$ 42.00
12" to 16" Pipe	per LF	\$ 52.50
<u>Total Section 1</u>		\$ 5,424.35

SECTION 2: Sewer Inspections and Cleaning

Work Description	Bid Unit	Bid Price/Unit
Color TV/Video Inspection		
Minimum Service Charge	Lump Sum	\$ No Bid
8" to 12" Sewer Lines	per LF	\$
15" to 18" Sewer Lines	per LF	\$
21" to 24" Sewer Lines	per LF	\$
Reverse Set-up	Lump Sum	\$
Pipe/Manhole Cleaning		
Clean 8" to 10" Sewer Lines	per LF	\$
Clean 12" to 15" Sewer Line	per LF	\$
Clean 18" to 21" Sewer Lines	per LF	\$
Clean 24" and Larger Sewer Lines	per LF	\$
Manhole Cleaning	per Hour	\$
Root Removal in Sewers		
8" Sewer Lines	per LF	\$
10" Sewer Lines	per LF	\$
12" Sewer Lines	per LF	\$

Contracting Firm: Paul Smithey Construction Co., Inc. Date: 2-14-2019

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 2: Sewer Inspections and Cleaning (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Smoke Testing Sewer Lines		
8" - 15" Sewer Lines	Per LF	\$ _____
18" - 36" Sewer Lines	Per LF	\$ _____
<u>Total Section 2</u>		\$ No Bid

SECTION 3: Sewer Line Open-Cut Point Repairs

Diameter	Est. Depth	Length of Repair	Bid Price per LF
8"	0'-10' cut	0-10'	\$ 1,610.00
8"	10'-14' cut	0-10'	\$ 1,610.00
8"	14'-18' cut	0-10'	\$ 1,610.00
8"	0'-10' cut	10'-20'	\$ 1,927.00
8"	10'-14' cut	10'-20'	\$ 1,927.00
8"	14'-18' cut	10'-20'	\$ 1,927.00
10"	0'-10' cut	0-10'	\$ 1,610.00
10"	10'-14' cut	0-10'	\$ 1,610.00
10"	14'-18' cut	0-10'	\$ 1,610.00
10"	0'-10' cut	10'-20'	\$ 1,927.00
10"	10'-14' cut	10'-20'	\$ 1,927.00
10"	14'-18' cut	10'-20'	\$ 1,927.00
12"	0'-10' cut	0-10'	\$ 1,610.00
12"	10'-14' cut	0-10'	\$ 1,610.00
12"	14'-18' cut	0-10'	\$ 1,610.00
12"	0'-10' cut	10'-20'	\$ 1,927.00
12"	10'-14' cut	10'-20'	\$ 1,927.00
12"	14'-18' cut	10'-20'	\$ 1,927.00
15"	0'-10' cut	0-10'	\$ 1,738.00
15"	10'-14' cut	0-10'	\$ 1,738.00
15"	14'-18' cut	0-10'	\$ 1,738.00
15"	0'-10' cut	10'-20'	\$ 2,053.00
15"	10'-14' cut	10'-20'	\$ 2,053.00
15"	14'-18' cut	10'-20'	\$ 2,053.00

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 3: Sewer Line Open-Cut Point Repairs (Cont.)

Diameter	Est. Depth	Length of Repair	Bid Price per LF
18"	0'-10' cut	0-10'	\$ 1,738.00
18"	10'-14' cut	0-10'	\$ 1,738.00
18"	14'-18' cut	0-10'	\$ 1,738.00
18"	0'-10' cut	10'-20'	\$ 2,053.00
18"	10'-14' cut	10'-20'	\$ 2,053.00
18"	14'-18' cut	10'-20'	\$ 2,053.00
21"	0'-10' cut	0-10'	\$ 1,990.00
21"	10'-14' cut	0-10'	\$ 1,990.00
21"	14'-18' cut	0-10'	\$ 1,990.00
21"	0'-10' cut	10'-20'	\$ 2,495.00
21"	10'-14' cut	10'-20'	\$ 2,495.00
21"	14'-18' cut	10'-20'	\$ 2,495.00
24"	0'-10' cut	0-10'	\$ 1,990.00
24"	10'-14' cut	0-10'	\$ 1,990.00
24"	14'-18' cut	0-10'	\$ 1,990.00
24"	0'-10' cut	10'-20'	\$ 2,495.00
24"	10'-14' cut	10'-20'	\$ 2,495.00
24"	14'-18' cut	10'-20'	\$ 2,495.00
27"	0'-10' cut	0-10'	\$ 2,116.00
27"	10'-14' cut	0-10'	\$ 2,116.00
27"	14'-18' cut	0-10'	\$ 2,116.00
27"	0'-10' cut	10'-20'	\$ 2,620.00
27"	10'-14' cut	10'-20'	\$ 2,620.00
27"	14'-18' cut	10'-20'	\$ 2,620.00
<u>Total Section 3</u>			\$ 95,697.00

Invitation, Bid and Acceptance
 City of Tupelo, MS
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SECTION 4: Part 1: Water Pipe Installation

Work Description	Bid Unit	Bid Price/Unit
3/4" Copper Service Line	per LF	\$ 3.75
1" Copper Service Line	per LF	\$ 3.75
1 1/2" Copper Service Line	per LF	\$ 3.75
2" Copper Service Line	per LF	\$ 3.75
2" PVC Water Line	per LF	\$ 3.75
4" PVC Water Line	per LF	\$ 4.40
6" DIP Water Line	per LF	\$ 7.85
8" DIP Water Line	per LF	\$ 9.15
10" DIP Water Line	per LF	\$ 10.40
Installation of Misc. MJ Fittings	per Hour	\$ 94.50

SECTION 4: Part 2: Miscellaneous Water Services

Work Description	Bid Unit	Bid Price/Unit
New Fire Hydrant Installation w/valve	Lump Sum	\$ 756.00
6"x4" Water Tap w/valve and box	Lump Sum	\$ 630.00
8"x4" Water Tap w/valve and box	Lump Sum	\$ 630.00
6"x6" Water Tap w/valve and box	Lump Sum	\$ 630.00
8"x6" Water Tap w/valve and box	Lump Sum	\$ 630.00
10"x6" Water Tap w/valve and box	Lump Sum	\$ 695.00
12"x6" Water Tap w/valve and box	Lump Sum	\$ 695.00
8"x8" Water Tap w/valve and box	Lump Sum	\$ 756.00
10"x8" Water Tap w/valve and box	Lump Sum	\$ 819.00
12"x8" Water Tap w/valve and box	Lump Sum	\$ 819.00
10"x10" Water Tap w/valve and box	Lump Sum	\$ 945.00
12"x10" Water Tap w/valve and box	Lump Sum	\$ 1,008.00
12"x12" Water Tap w/valve and box	Lump Sum	\$ 1,260.00

SECTION 4: Part 3: Water Service Connections

Work Description	Bid Unit	Bid Price/Unit
3/4" water tap w/meter and box	Lump Sum	\$ 441.00
1" water tap w/meter and box	Lump Sum	\$ 441.00
1 1/2" water tap w/meter and box	Lump Sum	\$ 504.00
2" water tap w/meter and box	Lump Sum	\$ 504.00
Tie in to Existing Water Service Line	Lump Sum	\$ 94.50

Invitation, Bid and Acceptance
 City of Tupelo, MS
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SECTION 4: Part 4: Water and Pipe Bores

Work Description	Bid Unit	Bid Price/Unit
3/4" to 1 1/2" Pipe	per LF	\$ 18.90
2" to 6" Pipe	per LF	\$ 22.65
8" to 10" Pipe	per LF	\$ 31.50
12" to 16" Pipe	per LF	\$ 47.80
<u>Total Section 4</u>		\$ 12,523.40

SECTION 5: Miscellaneous Work

Work Description	Bid Unit	Bid Price/Unit
Dump Truck and Operator (12 cyl)	per hour	\$ 57.00
Dump Truck and Operator (20 cyl)	per hour	\$ 70.00
Trackhoe and Operator	per hour	\$ 100.00
Backhoe and Operator	per hour	\$ 69.00
D5 Dozer (or equal) and Operator	per hour	\$ 76.00
General Labor	per hour	\$ 30.00
Service Truck	per hour	\$ 57.00
Asphalt Cutting	per foot	\$ 5.80
Concrete Cutting	per foot	\$ 5.80
Haul off Dig-out	per hour	\$ 277.25
Haul Dirt (20 yds)	per hour	\$ 94.50
Haul Dirt (14 yds)	per hour	\$ 69.50
Fertilizing Seeding & Mulching	Square Yard	\$.60
<u>Total Section 5</u>		\$ 912.45

Invitation, Bid and Acceptance
 City of Tupelo, MS
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SECTION 6: Fire Hydrant Repairs

Work Description	Bid Unit	Bid Price/Unit
Replace Existing Fire Hydrant	Lump Sum	\$ 882.00
Replace Existing Fire Hydrant add Valve	Lump Sum	\$ 1,134.00
Raise Existing Fire Hydrant (12" to 18")	Lump Sum	\$ 378.00
Raise Existing Fire Hydrant (18" to 24")	Lump Sum	\$ 378.00
<u>Total Section 6</u>		\$ 2,772.00

SECTION 7: Internal Cured-In-Place Point Repair

Work Description	Bid Unit	Bid Price/Unit
6" x 3' Long	Each	\$ 1,780.00
Additional LF - 6"	per LF	\$ 83.00
8" x 3' Long	Each	\$ 1,990.00
Additional LF - 8"	per LF	\$ 88.25
10" x 3' Long	Each	\$ 2,200.00
Additional LF - 10"	per LF	\$ 88.25
12" x 3' Long	Each	\$ 2,410.00
Additional LF - 12"	per LF	\$ 96.00
<u>Total Section 7</u>		\$ 8,730⁵.50

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
 Page 3

SECTION 1: Part 1: PVC Sewer Pipe Installation

Diameter	Est. Quantity	Length	Bid Price per LF
4"	0' - 6' cut	0' - 300'	\$ _____
4"	0' - 6' cut	301' - 700'	\$ _____
4"	0' - 6' cut	701' +	\$ _____
4"	6' - 10' cut	0' - 300'	\$ _____
4"	6' - 10' cut	301' - 700'	\$ _____
4"	6' - 10' cut	701' +	\$ _____
4"	10' - 16' cut	0' - 300'	\$ _____
4"	10' - 16' cut	301' - 700'	\$ _____
4"	10' - 16' cut	701' +	\$ _____
4"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____
6"	0' - 6' cut	0' - 300'	\$ _____
6"	0' - 6' cut	301' - 700'	\$ _____
6"	0' - 6' cut	701' +	\$ _____
6"	6' - 10' cut	0' - 300'	\$ _____
6"	6' - 10' cut	301' - 700'	\$ _____
6"	6' - 10' cut	701' +	\$ _____
6"	10' - 16' cut	0' - 300'	\$ _____
6"	10' - 16' cut	301' - 700'	\$ _____
6"	10' - 16' cut	701' +	\$ _____
6"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____
8"	0' - 6' cut	0' - 300'	\$ _____
8"	0' - 6' cut	301' - 700'	\$ _____
8"	0' - 6' cut	701' +	\$ _____
8"	6' - 10' cut	0' - 300'	\$ _____
8"	6' - 10' cut	301' - 700'	\$ _____
8"	6' - 10' cut	701' +	\$ _____
8"	10' - 16' cut	0' - 300'	\$ _____
8"	10' - 16' cut	301' - 700'	\$ _____
8"	10' - 16' cut	701' +	\$ _____
8"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____
10"	0' - 6' cut	0' - 300'	\$ _____
10"	0' - 6' cut	301' - 700'	\$ _____
10"	0' - 6' cut	701' +	\$ _____
10"	6' - 10' cut	0' - 300'	\$ _____
10"	6' - 10' cut	301' - 700'	\$ _____
10"	6' - 10' cut	701' +	\$ _____

Contracting Firm: M+M Underground Video

Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 1: Part 1: PVC Sewer Pipe Installation (Cont'd)

Diameter	Est. Quantity	Length	Bid Price per LF
10"	10' - 16' cut	0' - 300'	\$ _____
10"	10' - 16' cut	301' - 700'	\$ _____
10"	10' - 16' cut	701' +	\$ _____
10"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____
12"	0' - 6' cut	0' - 300'	\$ _____
12"	0' - 6' cut	301' - 700'	\$ _____
12"	0' - 6' cut	701' +	\$ _____
12"	6' - 10' cut	0' - 300'	\$ _____
12"	6' - 10' cut	301' - 700'	\$ _____
12"	6' - 10' cut	701' +	\$ _____
12"	10' - 16' cut	0' - 300'	\$ _____
12"	10' - 16' cut	301' - 700'	\$ _____
12"	10' - 16' cut	701' +	\$ _____
12"	Ductile Iron Pipe Add-On	Lump Sum	\$ _____

SECTION 1: Part 2: Miscellaneous Sewer Services

Work Description	Bid Unit	Bid Price/Unit
Manhole Installation		
Standard Installation	Bid/Vertical Ft.	\$ _____
Installation over Existing Line	Bid/Vertical Ft.	\$ _____
Tieing into Existing Manhole	Lump Sum	\$ _____
Tieing into Existing Sewer Line	Lump Sum	\$ _____
4" Sewer Tap	Lump Sum	\$ _____
6" Sewer Tap	Lump Sum	\$ _____
Install New Manhole Ring & Cover	Lump Sum	\$ _____
Installation of Misc. Sewer Fittings	per Hour	\$ _____
Manhole Height Adjustment		
MH Height Adjustment with Cast Iron Riser Ring	Lump Sum	\$ _____
MH Height Adjustment with Brick and Mortar	Lump Sum	\$ _____

Contracting Firm: M & M Underground Video Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 1: Part 2: Miscellaneous Sewer Services (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Manhole Height Adjustment (Cont'd)		
MH Height Adjustmant with Concrete Donut Riser	Lump Sum	\$ _____
MH Height Adjustment - Riser 0 - 2 Feet	Lump Sum	\$ _____
MH Height Adjustment - Riser 2 - 4 Feet	Lump Sum	\$ _____
MH Height Adjustment - Riser 4 - 6 Feet	Lump Sum	\$ _____
Sewer Pipe Bores		
4" to 6" Pipe	per LF	\$ _____
8" to 10" Pipe	per LF	\$ _____
12" to 16" Pipe	per LF	\$ _____
<u>Total Section 1</u>		\$ _____

SECTION 2: Sewer Inspections and Cleaning

Work Description	Bid Unit	Bid Price/Unit
Color TV/Video Inspection		
Minimum Service Charge	Lump Sum	\$ <u>450.00</u>
8" to 12" Sewer Lines	per LF	\$ <u>1.50</u>
15" to 18" Sewer Lines	per LF	\$ <u>2.00</u>
21" to 24" Sewer Lines	per LF	\$ <u>2.50</u>
Reverse Set-up	Lump Sum	\$ <u>250.00</u>
Pipe/Manhole Cleaning		
Clean 8" to 10" Sewer Lines	per LF	\$ <u>1.50</u>
Clean 12" to 15" Sewer Line	per LF	\$ <u>2.00</u>
Clean 18" to 21" Sewer Lines	per LF	\$ <u>2.50</u>
Clean 24" and Larger Sewer Lines	per LF	\$ <u>3.00</u>
Manhole Cleaning	per Hour	\$ <u>185.00</u>
Root Removal in Sewers		
8" Sewer Lines	per LF	\$ <u>1.95</u>
10" Sewer Lines	per LF	\$ <u>2.50</u>
12" Sewer Lines	per LF	\$ <u>3.00</u>

Contracting Firm: M + M Underground Video
INSPECTION SERVICES, LLC

Date: 1/28/2019

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 2: Sewer Inspections and Cleaning (Cont'd)

Work Description	Bid Unit	Bid Price/Unit
Smoke Testing Sewer Lines		
8" - 15" Sewer Lines	Per LF	\$ <u>1.00</u>
18" - 36" Sewer Lines	Per LF	\$ <u>1.25</u>
<u>Total Section 2</u>		\$ <u>909.70</u>

SECTION 3: Sewer Line Open-Cut Point Repairs

Diameter	Est. Depth	Length of Repair	Bid Price per LF
8"	0'-10' cut	0-10'	\$ _____
8"	10'-14' cut	0-10'	\$ _____
8"	14'-18' cut	0-10'	\$ _____
8"	0'-10' cut	10'-20'	\$ _____
8"	10'-14' cut	10'-20'	\$ _____
8"	14'-18' cut	10'-20'	\$ _____
10"	0'-10' cut	0-10'	\$ _____
10"	10'-14' cut	0-10'	\$ _____
10"	14'-18' cut	0-10'	\$ _____
10"	0'-10' cut	10'-20'	\$ _____
10"	10'-14' cut	10'-20'	\$ _____
10"	14'-18' cut	10'-20'	\$ _____
12"	0'-10' cut	0-10'	\$ _____
12"	10'-14' cut	0-10'	\$ _____
12"	14'-18' cut	0-10'	\$ _____
12"	0'-10' cut	10'-20'	\$ _____
12"	10'-14' cut	10'-20'	\$ _____
12"	14'-18' cut	10'-20'	\$ _____
15"	0'-10' cut	0-10'	\$ _____
15"	10'-14' cut	0-10'	\$ _____
15"	14'-18' cut	0-10'	\$ _____
15"	0'-10' cut	10'-20'	\$ _____
15"	10'-14' cut	10'-20'	\$ _____
15"	14'-18' cut	10'-20'	\$ _____

Contracting Firm: M + M Underground Video
Teknical Services LLC

Date: 1/28/2019

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 3: Sewer Line Open-Cut Point Repairs (Cont.)

Diameter	Est. Depth	Length of Repair	Bid Price per LF
18"	0'-10' cut	0-10'	\$ _____
18"	10'-14' cut	0-10'	\$ _____
18"	14'-18' cut	0-10'	\$ _____
18"	0'-10' cut	10'-20'	\$ _____
18"	10'-14' cut	10'-20'	\$ _____
18"	14'-18' cut	10'-20'	\$ _____
21"	0'-10' cut	0-10'	\$ _____
21"	10'-14' cut	0-10'	\$ _____
21"	14'-18' cut	0-10'	\$ _____
21"	0'-10' cut	10'-20'	\$ _____
21"	10'-14' cut	10'-20'	\$ _____
21"	14'-18' cut	10'-20'	\$ _____
24"	0'-10' cut	0-10'	\$ _____
24"	10'-14' cut	0-10'	\$ _____
24"	14'-18' cut	0-10'	\$ _____
24"	0'-10' cut	10'-20'	\$ _____
24"	10'-14' cut	10'-20'	\$ _____
24"	14'-18' cut	10'-20'	\$ _____
27"	0'-10' cut	0-10'	\$ _____
27"	10'-14' cut	0-10'	\$ _____
27"	14'-18' cut	0-10'	\$ _____
27"	0'-10' cut	10'-20'	\$ _____
27"	10'-14' cut	10'-20'	\$ _____
27"	14'-18' cut	10'-20'	\$ _____
<u>Total Section 3</u>			\$ _____

Contracting Firm: Mt M Underground Video Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 4: Part 1: Water Pipe Installation

Work Description	Bid Unit	Bid Price/Unit
3/4" Copper Service Line	per LF	\$ _____
1" Copper Service Line	per LF	\$ _____
1 1/2" Copper Service Line	per LF	\$ _____
2" Copper Service Line	per LF	\$ _____
2" PVC Water Line	per LF	\$ _____
4" PVC Water Line	per LF	\$ _____
6" DIP Water Line	per LF	\$ _____
8" DIP Water Line	per LF	\$ _____
10" DIP Water Line	per LF	\$ _____
Installation of Misc. MJ Fittings	per Hour	\$ _____

SECTION 4: Part 2: Miscellaneous Water Services

Work Description	Bid Unit	Bid Price/Unit
New Fire Hydrant Installation w/valve	Lump Sum	\$ _____
6"x4" Water Tap w/valve and box	Lump Sum	\$ _____
8"x4" Water Tap w/valve and box	Lump Sum	\$ _____
6"x6" Water Tap w/valve and box	Lump Sum	\$ _____
8"x6" Water Tap w/valve and box	Lump Sum	\$ _____
10"x6" Water Tap w/valve and box	Lump Sum	\$ _____
12"x6" Water Tap w/valve and box	Lump Sum	\$ _____
8"x8" Water Tap w/valve and box	Lump Sum	\$ _____
10"x8" Water Tap w/valve and box	Lump Sum	\$ _____
12"x8" Water Tap w/valve and box	Lump Sum	\$ _____
10"x10" Water Tap w/valve and box	Lump Sum	\$ _____
12"x10" Water Tap w/valve and box	Lump Sum	\$ _____
12"x12" Water Tap w/valve and box	Lump Sum	\$ _____

SECTION 4: Part 3: Water Service Connections

Work Description	Bid Unit	Bid Price/Unit
3/4" water tap w/meter and box	Lump Sum	\$ _____
1" water tap w/meter and box	Lump Sum	\$ _____
1 1/2" water tap w/meter and box	Lump Sum	\$ _____
2" water tap w/meter and box	Lump Sum	\$ _____
Tie in to Existing Water Service Line	Lump Sum	\$ _____

Contracting Firm: M & M Underground Video Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
 Sources of Supply
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SECTION 4: Part 4: Water and Pipe Bores

Work Description	Bid Unit	Bid Price/Unit
3/4" to 1 1/2" Pipe	per LF	\$ _____
2" to 6" Pipe	per LF	\$ _____
8" to 10" Pipe	per LF	\$ _____
12" to 16" Pipe	per LF	\$ _____
<u>Total Section 4</u>		\$ _____

SECTION 5: Miscellaneous Work

Work Description	Bid Unit	Bid Price/Unit
Dump Truck and Operator (12 cyl)	per hour	\$ _____
Dump Truck and Operator (20 cyl)	per hour	\$ _____
Trackhoe and Operator	per hour	\$ _____
Backhoe and Operator	per hour	\$ _____
D5 Dozer (or equal) and Operator	per hour	\$ _____
General Labor	per hour	\$ _____
Service Truck	per hour	\$ _____
Asphalt Cutting	per foot	\$ _____
Concrete Cutting	per foot	\$ _____
Haul off Dig-out	per hour	\$ _____
Haul Dirt (20 yds)	per hour	\$ _____
Haul Dirt (14 yds)	per hour	\$ _____
Fertilizing Seeding & Mulching	Square Yard	\$ _____
<u>Total Section 5</u>		\$ _____

Contracting Firm: M & M Underground Video Date: _____

Invitation, Bid and Acceptance
 City of Tupelo, MS
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SECTION 6: Fire Hydrant Repairs

Work Description	Bid Unit	Bid Price/Unit
Replace Existing Fire Hydrant	Lump Sum	\$ _____
Replace Existing Fire Hydrant add Valve	Lump Sum	\$ _____
Raise Existing Fire Hydrant (12" to 18")	Lump Sum	\$ _____
Raise Existing Fire Hydrant (18" to 24")	Lump Sum	\$ _____
<u>Total Section 6</u>		\$ _____

SECTION 7: Internal Cured-In-Place Point Repair

Work Description	Bid Unit	Bid Price/Unit
6" x 3' Long	Each	\$ _____
Additional LF - 6"	per LF	\$ _____
8" x 3' Long	Each	\$ _____
Additional LF - 8"	per LF	\$ _____
10" x 3' Long	Each	\$ _____
Additional LF - 10"	per LF	\$ _____
12" x 3' Long	Each	\$ _____
Additional LF - 12"	per LF	\$ _____
<u>Total Section 7</u>		\$ _____

Appendix K

End

Contracting Firm: M+M Underground Video Date: _____

Awarded
3/5/19
(AD)



Public Works Department Memorandum

To: Mayor Shelton and City Council

From: Mr. Chuck Williams (C) DL

VIA: Don Lewis
Kim Hanna

Re: Bid approval

Date: 02/20/19

Copy: Missy Shelton

Bid Openings: February 20, 2019 10:00 a.m.

1536PW and 1537PW

Attendance:

Beverly Dallas	Finance Department
Missy Shelton	Finance Department
Katie Bostick	Finance Department
David Knight	Public Works Department

1536PW and 1537PW: One bidder responded. We recommend that Chickasaw Equipment be approved as the best bid for the tractors.

Appendix L

Start

MINUTE ENTRY SIGN UP SHEET

DATE 2-20-19TIME 10:00 amBID # 1536-37 PWDEPARTMENT Public WorksPROJECT Sale of Kubota Tractors (2)

ATTENDANCE

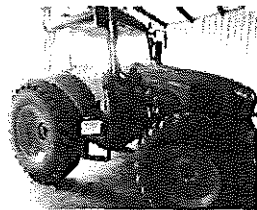
COMPANY

Missy SheltonCOT FinanceKate BostonCOT FinanceBeverly DetersDavid H. KravitzCOT Public Works

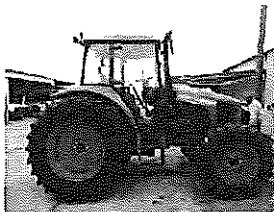
LEGAL NOTICE
CITY OF TUPELO
MAYOR JASON SHELTON

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, PO Box 1485, Tupelo, MS 38802-1485; 71 East Troy, Tupelo, MS 38804 until 10:00 a.m. Wednesday February 20, 2019 for the sale of the following:

1536PW Sale of 2018 Kubota w/374 hours serial #50619



1537PW Sale of 2018 Kubota w/219.3 hours serial #50642



Specifications are on file in the Purchasing Office and will be furnished upon request.

CITY OF TUPELO
PURCHASING
MISSY SHELTON
662-841-6456
missy.shelton@tupeloms.gov

Post until February 20, 2019.

[illegible]

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1536F

Public Works Department

TO _____

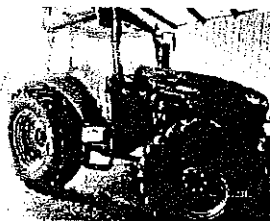
ADDRESS _____

DATE 1-28-19

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M 2-20 20 19, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES		UNIT	UNIT PRICE	AMOUNT	
				DOL.	CTS.
The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.					
Description:		Serial/Parcel:			
2018 Kubota M6S-111D Tractor w/ 374.0 hours		50619			
					
Equipment may be viewed prior to the bid opening. Contact David Knight at (662) 841-6457 to schedule an appointment.					
Awards will be made to the highest bidder. The Notice of Awards will be issued and payment in full must be received no later than ten (10) business days from the date of Notice of Award. Payment will be accepted only via cash or certified check made payable to the City of Tupelo. Bidders are required to provide a contact email address and phone number, as the Notice of Award will be issued promptly. If the bidder does not have an email address, a contact phone number will suffice.					

CITY MAY EXPECT DELIVERY BY

DATE 2-20-2019

BIDDER Chickasaw Equipment Co

ADDRESS 1246 DL Collums Drive Tupelo Ms 38821

TELEPHONE 662-842-2232

BY Arl Appl



INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until _____ o'clock _____ M _____ 20 _____, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
General Bidder Requirements				
1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.				
2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope.				
3. The bidder shall sign and date the bid at the bottom of the form.				
4. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened.				
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				
Bid Amount Offered				
2018 Kubota M6S111D Tractor as is/no warranty, good mechanical condition, Parcel/Serial 50619				
Offer Amount.....\$ 50625 ⁰⁰				

CITY MAY EXPECT DELIVERY BY

DATE 2-20-2019
 BIDDER Chickasaw Equipment Co
 ADDRESS 1246 DL Collums Drive Tupelo MS 38801
 TELEPHONE 662-842-2232
 BY Nail



MINUTE ENTRY SIGN UP SHEET

DATE 2-20-19TIME 10:00 amBID # 1536-37 PWDEPARTMENT Public WorksPROJECT Sale of Kubota Tractors (2)

ATTENDANCE

COMPANY

Myia SheltonCOT FinanceKare BostonCOT FinanceBeverly DallasDavid H. KrizCOT Public Works

CITY OF TUPELO BID TABULATION

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 15371

Public Works Department

TO _____


ADDRESS _____

DATE 1-28-19

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M 2-20 20 19, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES		UNIT	UNIT PRICE	AMOUNT	
				DOL.	CTS.
The City of Tupelo is presently advertising and accepting bids for the sale of surplus equipment.					
Description:		Serial/Parcel:			
2018 Kubota M6S-111D Tractor w/ 219.3 hours		50642			
					
Equipment may be viewed prior to the bid opening. Contact David Knight at (662) 841-6457 to schedule an appointment.					
Awards will be made to the highest bidder. The Notice of Awards will be issued and payment in full must be received no later than ten (10) business days from the date of Notice of Award. Payment will be accepted only via cash or certified check made payable to the City of Tupelo. Bidders are required to provide a contact email address and phone number, as the Notice of Award will be issued promptly. If the bidder does not have an email address, a contact phone number will suffice.					

CITY MAY EXPECT DELIVERY BY

DATE 2-20-2019

BIDDER Chickasaw Equipment Co

ADDRESS 1246 DL Collins Dr Tupelo MS 38801

TELEPHONE 662-842-2232

BY Neil Ofl

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. _____

Public Works Department

TO _____

ADDRESS _____

DATE _____

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until _____ o'clock _____ M 20 _____, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
General Bidder Requirements				
1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.				
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3. The bidder shall sign and date the bid at the bottom of the form.				
4. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened.				
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				
Bid Amount Offered				
2018 Kubota M6S111D Tractor as is/no warranty, good mechanical condition, Parcel/Serial 50642				
Offer \$ 50625⁰⁰				
Amount.....				

CITY MAY EXPECT DELIVERY BY

DATE 2-20-2019

BIDDER Chickasaw Equipment Co

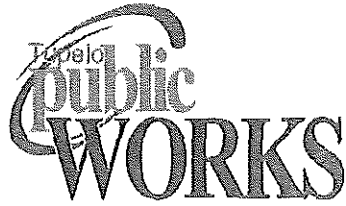
ADDRESS 1246 Dr Collins Drive Tupelo Ms 38801

TELEPHONE 662-842-2232

BY Arl Giff End

Appendix L





Awarded
3/5/19
AD

Memo

To: Mayor Shelton and City Council
From: Chuck Williams *CD 12*
CC: Don Lewis, Kim Hanna, Missy Shelton
Date: February 19, 2019
Re: Thermoplastic Traffic Marking

Bid: 1534PW Thermoplastic Traffic Marking/Materials

Bid Opening: 02/19/19 at 10:00 a.m.

Attendance:

Missy Shelton	B&A
Katie Bostick	B&A
Chuck Williams	PW

One bidder responded to our request for bids. The Public Works Department recommends Riverside Traffic System, Inc. to be awarded this bid as the best bidder.

Appendix L

Start

MINUTE ENTRY SIGN UP SHEET

DATE 2-19-19TIME 10:00 amBID # 1534 PWDEPARTMENT Public WorksPROJECT Thermoplastic

ATTENDANCE

COMPANY

Missy Shelton	City of Tupelo
Chuck Williams	COT PWX
Karen Boswell	city of Tupelo

Northeast Mississippi Daily Journal, 1242 S. Green Street

Account: 3486	Ad ID: 1410850
Name: MISSY SHELTON	Description: #1410850 LEGAL NOTICE CITY OF TUPELO
Company: CITY OF TUPELO	Run Dates: 01/18/19 to 01/25/19
Address: P.O BOX 1485	Class: 1401
TUPELO, MS 38802	Orig User: SLH
Telephone: (662) 841-6487	Words: 116
	Lines: 32
	Agate Lines: 33

Other Charges:	\$3.00	Net Cost:	\$28.52	Notes:
Discount:	\$0.00			
Surcharge:	\$0.00	Paid Amount:	- \$0.00	
Credits:	\$0.00			
Bill Depth:	3.25	Amount Due:	\$28.52	

#1410850

LEGAL NOTICE

CITY OF TUPELO
MAYOR JASON SHELTON

Sealed bids will be received in the Purchasing Office, 1st Floor of City Hall, PO Box 1485, Tupelo, MS 38802-1485; 71 East Troy, Tupelo, MS 38804 until 10:00 a.m. Tuesday, February 19, 2019 for the following:

**1534PW Supply/Installation -
Thermoplastic Traffic
Marking and Paint
Traffic Marking
Materials - 12 month**

Official bid documents can be downloading from www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bid process, please call Central Bidding at 225-810-4814.

Specifications are on file in the Purchasing Office and will be furnished upon request.

CITY OF TUPELO
PURCHASING
MISSY SHELTON
662-841-6456

January 18, 25, 2019.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1534PW

Public Works Department

TO City of Tupelo

ADDRESS 71 Troy St. P.O. Box 1485 Tupelo, MS 38802 DATE 1-17-19

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M 2-19-19 20_____, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By Missy Shelton
PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
<p>The City of Tupelo Public Works Department is accepting bids for supply and installation of Thermoplastic Traffic Marking materials and Paint Traffic Marking for a twelve month period of time.</p> <p>Specifications shall conform to the requirements of Sections 626 and 627 of the Mississippi State Highway Department Standards for Road and Bridge Construction, 1990 Edition (Red Book).</p> <p>The Public Works Department will be responsible for preparing streets by sweeping and cleaning. Public Works will remove any temporary tape / markings.</p> <p>The contractor shall provide proper placement of warning devices, necessary for the protection of both parties, meeting and exceeding the regulations of the Manual of Uniform Traffic Control Devices and the Mississippi Standard Road and Bridge Contractor's Manual.</p> <p>Work to begin within two weeks upon notification by the City with weather permitting.</p> <p>General Bidder Requirements</p> <p>1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.</p> <p>2. All bids must be submitted in the enclosed envelope or an envelope identified in the same manner as the enclosed envelope.</p>				

CITY MAY EXPECT DELIVERY BY

DATE 2 Wks A.R.O.

BIDDER Riverside Traffic Systems, Inc

ADDRESS 1283 St. Hwy 178 W. New Albany, MS 38652

TELEPHONE 662-534-8257

BY Kay Russell

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due 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 Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1534 PW

Public Works Department

TO _____

ADDRESS _____

DATE _____

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M 2-19-15 20_____, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
3. The bidder shall sign and date the bid at the bottom of the form.				
4. The outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened.				
5. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.				
General Specifications				
1. The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.				
2. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.				
3. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.				
4. The successful bidder must show evidence of Worker's Compensation insurance submitted with the bid.				
5. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.				
Materials to be priced by the mile, linear foot or square foot.				
1. 4" / 40 mil thermoplastic material: linear foot / mile				
• Continuous Yellow	LF	.19		
• Continuous White	LF	.19		

CITY MAY EXPECT DELIVERY BY

DATE 2 wks A.R.D.

BIDDER Riverside Traffic Systems, Inc.

ADDRESS 1283 St. Hwy 178 W. New Albany, MS 38652

TELEPHONE 662-534-8257

BY Thay Russell

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due 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 Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1534 PW

Public Works Department

TO _____

ADDRESS _____

DATE _____

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M 2-19-19 20_____, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
• Skip White	LF	.09		
• Skip Yellow	LF	.09		
2. 4" / 90 mil thermoplastic material: linear foot / mile				
• Continuous Yellow	LF	.39		
• Skip White	LF	.11		
• Skip Yellow	LF	.11		
• Detail White	LF	1.25		
• Detail Yellow	LF	1.25		
3. 6" / 90 mil thermoplastic material: linear foot / mile				
• Continuous Yellow	LF	.55		
• Skip White	LF	.25		
• Skip Yellow	LF	.25		
• Detail White	LF	1.50		
• Detail Yellow	LF	1.50		
4. 6" / 60 mil thermoplastic material: linear foot / mile				
Continuous White	LF	.50		
5. 120 Mil Detail Legend: by the square foot includes arrows, only, railroads, word or symbol markings	SF	7.00		
6. 4" / 120 mil stop bar, crosswalk: linear feet	LF	2.00		

CITY MAY EXPECT DELIVERY BY

DATE 2 Wks A.R.O

BIDDER Riverside Traffic Systems, Inc

ADDRESS 1283 St. Hwy 178W. New Albany, ms 38652

TELEPHONE 662-534-8257

BY Kay Russell

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due 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 Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
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INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1534 PW

Public Works Department

TO _____

ADDRESS _____

DATE _____

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CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
7. Raised pavement markers	EA	6.50		
• 2-way yellow	EA	6.50		
• Red-clear				
8. 4" / Traffic Stripe Paint – Permanent : linear foot / mile	LP	.16		
• Continuous Yellow	LP	.16		
• Continuous White	LP	.07		
• Skip Yellow	LP	.07		
• Skip White				
9. 4" / Traffic Stripe Paint – Temporary : linear foot / mile	LP	.25		
• Continuous Yellow	LP	.25		
• Continuous White	LP	.25		
• Skip Yellow	LP	.25		
• Skip White				
10. 6" / Traffic Stripe Paint – Permanent : linear foot / mile	LP	.18		
• Continuous Yellow	LP	.18		
• Continuous White	LP	.10		
• Skip Yellow	LP	.10		
• Skip White				

CITY MAY EXPECT DELIVERY BY

DATE 2 wks A.R.O.

BIDDER Riverside Traffic Systems, Inc.

ADDRESS 1283 St. Hwy 178W. New Albany, ms 38652

TELEPHONE 662 534 8257

BY Kay Russell

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due 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 Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing including.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

INVITATION, BID AND ACCEPTANCE

CITY OF TUPELO, MS
PUBLIC WORKS DEPARTMENT

Invitation No. 1534PW

Public Works Department

TO _____

ADDRESS _____

DATE 2-19-19

Sealed bids for the items listed below and subject to the conditions on the reverse side hereof will be received in the office of the Purchasing Agent, City of Tupelo, Mississippi until 10 o'clock A M 2-19-19 20_____, and then publicly opened for the furnishing of the following materials and supplies or services to be delivered NET F.O.B. Tupelo, Mississippi. Identify your bid if other than exact article specified. Delivery to be made at once unless otherwise specified.

CITY OF TUPELO

By _____

PURCHASING OFFICE

ARTICLES OR SERVICES	UNIT	UNIT PRICE	AMOUNT	
			DOL.	CTS.
11. 6" / Traffic Stripe Paint – Temporary : linear foot / mile				
• Continuous Yellow	LF	.30		
• Continuous White	LF	.30		
• Skip Yellow	LF	.30		
• Skip White	LF	.30		

Bid will be awarded to overall lowest and best bidder.

CITY MAY EXPECT DELIVERY BY

DATE 2 Wks A.R.O.

BIDDER Riverside Traffic Systems, Inc.

ADDRESS 1283 St. Hwy 178 W. New Albany, MS 38652

TELEPHONE 662-534-8257

BY Ray Russell

CONDITIONS

1. The City reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the City or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.
3. In case of default of the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby: PROVIDED, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the City may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event the City may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials, and supplies by contract or otherwise, and the contractor and his sureties (if any), shall be liable to the City for any excess cost occasioned the City thereby: PROVIDED, That the contractor shall not be charged with any excess cost occasioned by the City by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due 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 Government, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, or unusually severe weather.
5. Prices bid herein include any Federal Tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or charged by the City, State, or Federal Government after the date set for the opening of this bid and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such charge will be charged to the City and entered on vouchers (or invoices) as separate items.

INSTRUCTIONS TO BIDDER

1. Samples of items, when required, must be furnished, free of expense, prior to the opening of the bids, and, if not destroyed, will upon request be returned at the bidder's expense.
2. Prices should be stated in units of quantity specified, with packing included.
3. Time of proposed delivery must be stated in definite terms. If time varies for different items the bidder shall so state.
4. Envelopes containing bids must be sealed and marked on the lower left-hand corner with the name and address of the bidder and the date and hour of opening, and addressed as instructed.

Memorandum

Approved
3/5/19

(AP)

To: City Council

From: Kim Hanna *(initials)*

Date: February 27, 2019

Re: SURPLUS LIST

I am requesting permission to surplus the items as per the attached exhibit. The items are either no longer working or no longer compatible with current hardware/software.

Thank you for your attention in this matter.

*to
scrap*

Blank

"N"

ance Surplus for Scrap
02/28/2019

DEPARTMENT	ASSET	DESCRIPTION	TAG #	SERIAL/PARCEL	DATE ACQ	Total	Comment
020	812	MONITOR - 17" GEM LCD	10150	502MXHB2Q369	02/10/05	\$ 299.00	Surplus to Scrap not working
020	817	MONITOR - 17" CMV LCD	11328	BBCAR63D000984	04/18/05	\$ 259.00	Surplus to Scrap not working
020	G06186	MONITOR, DELL 15" FLAT P	10057	MX032DVX4760518EA58P	09/14/01	\$ 412.00	Surplus to Scrap not working
035	820	MONITOR - 17" GEM LCD	10122	5PC122245320056	04/18/05	\$ 259.00	Surplus to Scrap not working
038	484	MONITOR LCD 18"	10131	GB41812444	04/01/04	\$ 279.00	Surplus to Scrap not working
031	4814	COMPUTER, IPAD		355890063841311	12/30/14	\$ 329.35	Surplus to Scrap unrepairable
031	4828	COMPUTER, DELL OPTIPLEX 3020			12/11/14	\$ 580.00	Surplus to Scrap unrepairable
031	5690	APC SMARTUPS 1500VA 2U			09/08/17	\$ 628.87	Surplus to Scrap not working
031	1947	SHREDDER, MBM4002	10313	2771896	01/31/07	\$ 2,464.00	Surplus to Scrap unrepairable
031	833	NETWORK STORAGE UPGRADE	10136		09/30/05	\$ 2,814.00	Surplus to Scrap
031	2522	RACK, APC & POWER STEPDOWN	14086		07/10/08	\$ 3,939.30	Surplus to Scrap
031	3059	SCANNER, XEROX DOCUMATE 152	14728	934CN1098N5C1300499	12/29/09	\$ 436.49	Surplus to Scrap not working
031	4122	RACK, APC SMART UPS10K VA	15651	QS130727148	08/31/13	\$ 5,775.00	Surplus to Scrap
031	785	MONITOR - 15" GEM LCD	10120	FGWDB271390U	12/02/04	\$ 479.00	Surplus to Scrap not working
031	G06302	COMPUTER, LAPTOP DELL 324	11454	55DMY01	02/13/02	\$ 2,088.00	Surplus to Scrap not working

Appendix N

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"N"

Approved
3/5/19
(AP)



Memo

To: Mayor Jason Shelton and City Council Members
From: Chief Thomas Walker *TD*
Date: 2-21-2019
Re: Surplus Property

I respectfully request that the following item be placed on the surplus property list to be auctioned off. The repair cost exceeds the value of the asset and we received a grant from Fire House Subs for a new one that we already have possession of.

Property Tag/Asset Number	Serial Number	Description
11952/2258	1D27660014	Cub Cadet 4X4

Appendix C



TUPELO POLICE DEPARTMENT

Approved
3/5/19

400 N. Front Street, Tupelo, MS 38804 • Office 662-841-6498 • Fax 662-841-6555

Memorandum

To: City Council Members
From: Chief Bart Aguirre
Subject: Surplus
CC: Mayor Shelton, COO Lewis *AL*
Date: March 5, 2019

Please accept this letter as request to declare surplus and retire Tupelo Police Canine Jax. Attached you will find medical records indicating an injury that prevents Canine Jax from his duties. It is for this reason that the Tupelo Police Department is requesting to retire Canine Jax, to be removed from assets, and be release to his handler Officer Dustin Tutor for the remainder of his days.

Thank you for your attention in this matter.

Chief of Police, City of Tupelo

Bart Aguirre
Bart Aguirre

Appendix P



Tupelo Police Department

Chief, Deputy Chief, City of Tupelo

I would like to formally request to retire canine Jax due to health reasons. Canine Jax has been having muscular and joint issues the past year and has been treated by our department vet for the issues. Jax recently had a torn ACL in his back leg and we are not sure what caused the injury. Jax was examined by our vet and another specialist for his injuries and both recommended a medical retirement. I have attached a copy of both veterinary examination reports. Canine Jax's ownership will be transferred to his handler Dustin Tutor upon city approval. Thanks for your support and the support of the city in this unfortunate event.

**Corporal Jonathan Johnson
Special Operations Group
(662) 871-7905**

"P"

January 14, 2019
Gretchen Ganas, DVM
All Animal Hospital

To Whom It May Concern:

On November 29, 2018, K9 Jax was examined by Dr. Sonya Bryan for rear leg lameness and foot swelling. A complete physical exam was performed and multiple radiographs were taken. Radiographs revealed mild to moderate changes of both femoral heads, indicating possible dysplasia. Previous records from Cloverhaven Animal Hospital also make note of hip abnormalities on 2/6/18. Most notably, a fracture of Jax's foot was noted on X-ray on 11/29/18. Specifically, Dr. Bryan diagnosed a chip fracture of a right metatarsal bone. Jax was prescribed anti-inflammatory medication and the handler was instructed to limit his activity for several weeks.

On 12/7/18, Jax's handler spoke with me by phone indicating that Jax was very anxious and excited, and when jumping around his enclosure, seemed to limp more on the affected foot. Jax was prescribed medication to help calm him and the handler was told that Jax could board at All Animal Hospital for a time to further limit his activity and hopefully allow the fracture to heal. Jax was boarded from 12/18/18 until 1/11/19 while his fracture healed and his handler was out of town. When discharged on 1/11/19, Jax appeared to be bearing full weight on the leg/foot and had minimal swelling present.

On 1/13/19, Jax's handler contacted me and said that Jax became completely non-weight bearing on his right rear leg again. We scheduled an appointment for the next day to evaluate his lameness and possibly x-ray his foot. When examined on 1/14/19, Jax showed evidence of a knee injury. I advised Jax's handler to visit Dr. George Edwards or go to MSU CVM for an orthopedic consultation to determine the extent of the injury and if surgery was indicated.

As a general veterinary practitioner, I am not an expert on orthopedic injuries, their causes, or the expected outcome following repair. Speaking from experience, I am concerned with the number of orthopedic issues that Jax has had in his short career with the Tupelo Police Department. It is certainly worrisome that there may be an underlying genetic or conformational issue that predisposed him to these injuries. It is also highly

11p //

possible that given Jax's high intensity personality, he is simply a victim of bad luck and that his injuries are completely due to his job description. My long term recommendations for Jax are that if surgery is necessary to repair a cruciate ligament tear, it may be best to plan to retire him from work early. The likelihood that his other knee will require a corrective surgery in the future is high from what I have witnessed with other patients. If Jax's injury is deemed to require surgery, I would strongly advise having the surgery performed in order to ensure the most pain free future possible.

Respectfully,
Gretchen Ganas, DVM

"P"

Magnolia Veterinary Surgery

1572 McClure Cove, Tupelo, MS 38804 | 662-350-3611 | magnoliavetsurgery@gmail.com

January 17, 2019

Tupelo Police Department Administration
71 E. Troy Street
Tupelo, MS 38804

Dear Tupelo Police Department:

Jax presented to Magnolia Veterinary Surgery on January 15, 2019 for evaluation of lameness resulting in poor performance and unacceptable function while on duty. My examination findings indicate a chronic partial rupture of the right Achilles tendon leading to profound lameness and suboptimal function of the right hind leg. During my consultation I discussed repair of the Achilles tendon. However, with this injury, there is a high likelihood that Jax will continue to have suboptimal use of the limb even with surgical repair. Therefore, I have serious concern that Jax can return to the performance level required for rigorous police work.

This injury is not life-threatening. If the injury remains static, Jax should still have a good quality of life in a less physically demanding environment. This will most likely occur following retirement from duty. If the injury worsens, further treatment will be warranted including tendon repair or an orthotic brace. Please contact me for any additional information regarding the diagnosis, treatment, and recovery expectations with his Achilles rupture.

Sincerely,

George Edwards, DVM, Practice Limited to Small Animal Surgery

11p

Sandy Shumaker

Subject: FW: Aaron Washington's Bio and pic for Quality of Life Committee
Attachments: aaron washington.jpg

From: Don Lewis <Don.Lewis@tupeloms.gov>
Sent: Monday, March 04, 2019 3:51 PM
To: Sandy Shumaker <Sandy.Shumaker@tupeloms.gov>
Subject: FW: Aaron Washington's Bio and pic for Quality of Life Committee

From: Amanda Hayden [mailto:cafe_212@hotmail.com]
Sent: Monday, March 4, 2019 2:51 PM
To: Don Lewis <Don.Lewis@tupeloms.gov>
Subject: Fw: Aaron Washington's Bio and pic for Quality of Life Committee

From: Amanda Hayden <cafe_212@hotmail.com>
Sent: Tuesday, January 15, 2019 4:56 PM
To: jason.shelton@tupeloms.gov
Subject: Fw: Aaron Washington's Bio and pic for Quality of Life Committee

From: Aaron Washington <aplusbarbersalon@gmail.com>
Sent: Monday, January 14, 2019 4:56 PM
To: cafe_212@hotmail.com
Subject: Fwd: Aaron's Bio

Aaron Washington is the owner of A-Plus Barbershop & Salon, a full-service barbershop located in Tupelo, MS. Aaron is a 1993 graduate of Gibson Barber & Beauty College in West Point, MS. He has had a thriving business since 1994 and currently has a successful barbershop and hair salon, both located in Tupelo, MS. Aaron has over 20 years of experience in the barber stylist profession and has expanded his clientele through hard work and dedication. "We expect our growing reputation to lead to new clients and a renown styling team to support anticipated growth." Such growth has allowed him to expand to a new location, Suite 522, offering an upscale salon with a professional atmosphere. Aaron is also the top supplier in the city of Tupelo for the Basic hair care product line. In 2015, Aaron was named 2015 Basic Barber of the year. In addition to owning a successful business, Aaron is a partner with the KBN Radio Station, active participant with North MS Medical Center's Barbershop Talk, member of the Community Development Foundation, and is a devoted member of White Hill M.B. Church. Aaron's biggest accomplishment is marrying the love of his life, Twila Cook Washington, and raising two wonderful children, Kylan and Kamryn Washington.

Appendix E

Don Lewis

From: Amanda Hayden <cafe_212@hotmail.com>
Sent: Monday, March 4, 2019 2:52 PM
To: Don Lewis
Subject: Fw: Bio and pic for Benjamin Pryor- Quality of Life Committee
Attachments: benjamin pryor.html; Benjamin Pryor.jpg

From: Amanda Hayden <cafe_212@hotmail.com>
Sent: Tuesday, January 15, 2019 5:00 PM
To: jason.shelton@tupeloms.gov
Subject: Bio and pic for Benjamin Pryor- Quality of Life Committee

From: Benjamin Pryor <pryor.benjamin7@gmail.com>
Sent: Thursday, December 13, 2018 8:07 AM
To: cafe_212@hotmail.com
Subject: Fwd: Quality of Life Profile

----- Forwarded message -----

From: Benjamin Pryor <pryor.benjamin7@gmail.com>
Date: Wed, Dec 12, 2018, 4:21 PM
Subject: Quality of Life Profile
To: <cafe_212@hotmail.com>

My name is Benjamin Pryor, and I am a Ballroom Dance Instructor at the Dance Studio in Tupelo run by Rubye Del Harden. I recently moved in town back in June from my hometown, Jacksonville Alabama. Apart from that, I am a member of Kiwanis and was a member of Circle K which is the college branch of Kiwanis. I was active on the international level and planned projects with other clubs in my district. I graduated from Jacksonville State University with a BS in Psychology and Family Consumer Science minor.

--
Benjamin Pryor
Dance Instructor
The Dance Studio of Tupelo
Live to Serve, Love to Serve

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. City Of Tupelo Technology Services ***

Don Lewis

From: Amanda Hayden <cafe_212@hotmail.com>
Sent: Monday, March 4, 2019 2:51 PM
To: Don Lewis
Subject: Fw: Quality of Life Board nominees

Hi Don-

Scroll down for pic and bio of first nominee Stephanie Booth- all 3 nominees are Tupelo residents and will be filling our 3 "at large" vacancies on the board.

Thanks!

From: Amanda Hayden <cafe_212@hotmail.com>
Sent: Tuesday, January 15, 2019 4:48 PM
To: jason.shelton@tupeloms.gov
Subject: Quality of Life Board nominees

Jason-

Our Quality of Life board had 3 member step down this past fiscal year leaving our 3 "at large" positions vacant. We have three nominees for your consideration- Stephanie Booth, Benjamin Pryor, and Aaron Washington. All 3 live within city limits and our committee believes they would all be a great asset to our board. If you have any questions or need any more information please let me know. I will send the photos and bios for the other two nominees shortly.

Sincerely,

Amanda Hayden
Quality of Life Chair

From: Stephanie Booth <steph.d.booth@gmail.com>
Sent: Tuesday, December 18, 2018 9:13 AM
To: cafe_212@hotmail.com
Subject: QoL Board

Hi Amanda,

Bio and photo attached. Thanks for reaching out!

Stephanie
864-906-2170

Stephanie Booth is a transplanted native of Greenville SC. She studied Mechanical Engineering at Clemson University and has been a structural design engineer at GE Wind Energy since 2010. She has previously served on the Link Centre Performing Arts Committee and in a variety of roles at Soma

City of Tupelo
Department of Parks and Recreation



Approved
3/5/19 (AP)

MEMO

Alex Farned, M.S.
Director

To: Mayor, Jason Shelton and City Council
From: Alex Farned
CC: Don Lewis, Amanda Daniel, Kim Hanna, and Rosiland Barr
Date: 2/28/2019
Re: Request to Donate Equipment to the City of Tupelo from the Tupelo Sports Council

I would like to recommend that the Mayor, and City Council accept the following donation of equipment to the City of Tupelo Parks and Recreation Department from the Tupelo Sports council:

Toro 5510 Reel Mower (pre-owned) Worth: \$12,500

Appendix S

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #27872

DANCER MCCOY

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to DANCER MCCOY (Owner on October 3, 2018 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

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

2. The hearing was held before the Mayor and City Council of the City of Tupelo on November 6, 2018 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on March 5, 2019 adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 5th day of March, 2019.

THE CITY OF TUPELO, MISSISSIPPI

BY Travis Beard
TRAVIS BEARD, Council President

ATTEST:

Amanda Daniel
AMANDA DANIEL, Clerk of the Council

APPROVED: Jason L. Shelton
JASON L. SHELTON, Mayor
March 6, 2019
Date

Appendix T

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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. #28060

SANSONE ANTHONY F (DECEASED)

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to SANSONE ANTHONY F (DECEASED) (Owner on October 19, 2018 of the property described herein below) to determine whether or not said real property was in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: SANSONE ANTHONY F (DECEASED)

Address of Owner: 1708 SUSANNE CIRCLE

Parcel Number: 077E-26-080-00

Address of Violation: 1708 SUSANNE CIRCLE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on November 6, 2018 following which the property referenced above was adjudicated to be a menace to the public health and safety, and lot cutting was ordered immediately. Although having been given statutory notice of this hearing and the opportunity to appear, no one appeared on behalf of Owner. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot moved and cleaned.

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

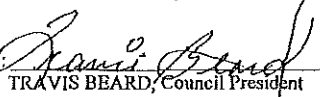
4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on March 5, 2019 adjudicated the actual cost of mowing to be \$300.00. The City of Tupelo, by and through its council, also imposed the statutory penalty of \$500.00, for a total assessment against the property of \$800.00. This amount is assessed as a lien on the real property.

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

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 5th day of March, 2019.


THE CITY OF TUPELO, MISSISSIPPI

BY: 
TRAVIS BEARD, Council President

ATTEST:


AMANDA DANIEL, Clerk of the Council

APPROVED:


JASON L. SHELTON, Mayor
March 6, 2019
Date

Appendix T

Blank

Amanda Daniel

From: Amanda Daniel
Sent: Wednesday, June 05, 2019 9:53 AM
To: Ben Logan; Sandy Shumaker; Cora Ward; Pat Falkner
Subject: Demolition Listing - Lien Resolutions

Importance: High

Tracking:	Recipient	Read
	Ben Logan	Read: 6/5/2019 2:06 PM
	Sandy Shumaker	
	Cora Ward	
	Pat Falkner	

Good Morning, I have confirmed that each parcel was provided a public hearing, approved by the council for demolition and that the council voted to approve the Adjudicating Cost Assessed resolutions for the following:

511 Rutland	088P3308500
1309 North Green	089B3001500
1405 Walsh Road	074T1704500
464 North Broadway	089K3107300

The resolutions along with the background data are located in Councilman Beard's box awaiting his signature. Have a great day!



Amanda B. Daniel
Council Clerk
Office: 662.840-2578 Fax: 662.840-2579
Email: amanda.daniel@tupeloms.gov