REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
FEBRUARY 3, 2026

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, February 3, 2026, at 6:00 p.m. The following Council Members attended: Janet Gaston, Lynn Bryan, Travis Beard, Nettie Davis, Bentley Nolan, and Rosie Jones, Ben Logan, City Attorney and Sandra Shumaker, Clerk of the Council. Council Member Chad Mims was absent. Council Member Lynn Bryan gave the invocation and Council Member Nettie Davis led the pledge of allegiance. Council President Janet Gaston called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Vice President Lynn Bryan moved, seconded by Council Member Bentley Nolan, to amend the agenda and add Item #14

IN THE MATTER OF SETTING PUBLIC HEARING DATE FOR PHASE VIII MAJOR THOROUGHFARE ELECTION

Of those present, the vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Travis Beard complimented the city administration and department heads on the response and hard work during the recent ice storm. The city was well prepared and carried out a plan. He gave the city an A+.

Council Member Nettie Davis echoed the compliments given to the Public Works Department, Water & Light Department and Parks & Rec Department and thanked everyone who worked to make sure citizens were safe. She also invited everyone to attend the Black History Program at the Oren Dunn Museum on February 5, 2026, at 6pm. Council Member Davis also invited everyone to attend a Black History Program at the Link Centre on February 10 at 6pm where she will be the guest speaker.

Council Member Bentley Nolan thanked the Mayor and department heads for being proactive and executing safety measures in advance of the winter storm. It was encouraging to see how everyone came together and communicated so well. He also invited everyone to attend the Junior Auxiliary Charity Ball on Friday February 7.

Council Member Rosie Jones also thanked the Mayor and department heads for answering calls and handling concerns.

Council Member Janet Gaston stated that she was impressed with the amount of communication and flow of information during the ice storm.

MAYOR'S REMARKS

Mayor Todd Jordan agreed with the council and stated that Water and Light had a few poles go down, approximately 500 customers lost power for a short time before the poles were back up.

The Mayor congratulated the Parks & Recreation Department on winning the 2025 Best Team Event Tournament in tennis.

The Mayor announced that the lineup for the 2026 Elvis Festival has been set. The Elvis Festival will take place June 3-6 with a free concert on Friday night at the Depot.

He offered condolences to the family of Lee County Sheriff's Deputy Rick Haggard who lost his life in the line of duty on Monday, February 2. The Tupelo Police Department will assist with patrols and other duties in the county while they have the funeral on Friday, February 7.

The Mayor stated that he was grateful that Tupelo was fortunate not to have received a direct hit from the ice storm, and consequently, it was not as bad as predicted. Water & Light Director Johnny Timmons has dispatched teams to New Albany and Oxford to assist those municipalities and their citizens still without power.

CITIZEN HEARING

Mr. Chris Brown lives at 107 Yellowstone in Tupelo spoke to the council regarding Music Bend Trail. He said it is the best trail to walk and run on in this area. He asked the city to maintain the area by bush hogging, filling in holes in the trail, trim the bushes and clear the underbrush and re-slag. He also asked the city to organize a planned burn to clear out areas north of the dog park at Veteran's Park. He also asked the city to resolve an ongoing issue at the dog park with specific breeds that are aggressive to other dogs.

Mr. Murray Coulum requested to speak. Council Member Nettie Davis moved, seconded by Council Member Rosie Jones, to suspend the rules and allow Mr. Coulum to speak. The vote was five to one in favor. Council Member Lynn Bryan opposed.

Mr. Coulum works as one of the track and cross-country coaches at Tupelo High School. He is proud of the accomplishments of the programs at Tupelo High School. He presented the council with a packet of information for an indoor track and multi-sport facility. He discussed the economic impact and the types of sport competitions that could be hosted in Tupelo if the city invested in such a facility. APPENDIX "A"

Antonio Watkins did not appear to speak

ACTION AGENDA

IN THE MATTER OF AN ORDINANCE TO PROHIBIT THE USE, POSSESSION, PURCHASE, DISTRIBUTION, SALE OR DISPLAY FOR SALE OF KRATOM AND KRATOM PRODUCTS

Council Member Travis Beard moved, seconded by Council Member Lynn Bryan, to approve an ordinance to ban the use, possession, purchase, distribution sale or display for sale of Kratom and Kratom products. Of those present, the vote was unanimous in favor. APPENDIX "B"

ROUTINE AGENDA

IN THE MATTER OF A REVIEW OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY CREATED BY THE EFFECTS OF A SEVERE WINTER STORM AND DECLARING THE CITY OF TUPELO, MISSISSIPPI TO BE A DISASTER AREA

Mayor Todd Jordan declared a state of local emergency pursuant to his authority under Miss. Code Ann. §33-15-17 (1972 as amended). Most of the effects of the winter storm within the City of Tupelo have subsided, and the local emergency shall be discontinued.

Council Member moved, seconded by Council Member Nettie Davis, to approve this resolution reviewing the Proclamation of the Existence of a Local Emergency declared by Mayor Todd Jordan on January 23, 2026 in expectation of the winter ice storm, declaring the City of Tupelo, Mississippi to be a disaster area, and waive any permit fees owed by property owners for any repairs to their property due to the effects of the severe winter weather. Of those present, the vote was unanimous in favor. APPENDIX "C"

IN THE MATTER OF REVIEW / APPROVE CITY COUNCIL MEETING MINUTES OF JANUARY 20, 2026

Council Member Bentley Nolan moved, seconded by Council Member Travis Beard, to approve the minutes as presented. Of those present, the vote was unanimous in favor. APPENDIX "D"

IN THE MATTER OF REVIEW / APPROVE SPECIAL CALLED MEETING MINUTES OF JANUARY 29, 2026

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

IN THE MATTER OF BILL PAY

The bills were reviewed by Council Member Bentley Nolan, Council Member Travis Beard and Council Member Nettie Davis. Council Member Nolan moved, seconded by Council Member Rosie Jones, to approve and pay the bills as presented with check numbers 439596-439865 and 50004133 - 50004154. Of those present, the vote was unanimous in favor. APPENDIX "F"

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Nettie Davis moved, seconded by Council Member Rosie Jones, to approve a payment to the Mississippi Radio Group in the amount of $199.00 to advertise Black History Month. Of those present, the vote was unanimous in favor. APPENDIX "G"

IN THE MATTER OF BUDGET AMENDMENT #3 FOR FY 2026

Chief Financial Officer/City Clerk Kim Hanna informed the council that this is the third budget amendment for this fiscal year.

- Increase the general fund, including carrying over excess revenue from the prior year.
- Transfer funds to cover Fire Department compensation time and pay the employees. This will allow the city to close the comp banks for the Fire Department,
- Transfer funds for computer program maintenance for the OpenGov computer software utilized by Development Services.
- Transfer funds to the Tourism Fund for the purchase and renovation of real property (Tupelo Hardware)
- To move funds to the capital fund for the new pool liner at Elvis Presley Pool.
- To transfer funds to Major Thoroughfare which would be held in the municipal reserve and allow them to finish projects in Phase VII. This money will be paid back from Phase VIII.
- The capital and infrastructure fund for the Ballard Park Improvements project and a donation for equipment.

Council President Janet Gaston asked about the MTP fund for Phase VIII. Kim Hanna explained that this phase will be voted on and budgeted in May.

Council Member Nettie Davis asked about the $5,000 in the capital fund allotted for the professional design of the CC Augustus Pool. Kim Hanna clarified that it is just for the conceptual design and the project would be budgeted when we find out a final cost.

Council Member Travis Beard moved, seconded by Council Member Bentley Nolan, to approve the budget amendment as presented. Of those present, the vote was unanimous in favor. APPENDIX "H"

IN THE MATTER OF CONTINUING DISCLOSURE FOR FY 2025

Chief Financial Officer/City Clerk Kim Hanna stated that the annual submission of a disclosure statement with Butler Snow was routine. Council Member Bentley Nolan moved, seconded by Council Member Travis Beard, to approve the disclosure as presented. Of those present, the vote was unanimous in favor. APPENDIX "I"

IN THE MATTER OF ADOPTION OF A TOW-TRUCK POLICY AND TO AUTHORIZE THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH TOWING COMPANIES FOR THE PURPOSE OF ENFORCING SUCH POLICY

Council Member Travis Beard moved, seconded by Council Member Bentley Nolan, to approve the policy and allow Police Chief John Quaka to execute the agreement. Of those present, the vote was unanimous in favor. APPENDIX "J"

IN THE MATTER OF REJECTING BID #2026-009PD – 3 DODGE DURANGOS

Chief John Quaka explained that there were no responses to this bid. Council Member Travis Beard moved, seconded by Council Member Bentley Nolan, to reject this bid. Of those present, the vote was unanimous in favor. APPENDIX "K"

IN THE MATTER OF UNMARKED VEHICLES RESOLUTION

Council Member Lynn Bryan moved, seconded by Council Member Travis Beard, to approve the list of unmarked vehicles in the Tupelo Police Department inventory as a routine submission for fixed assets. Of those present, the vote was unanimous in favor. APPENDIX "L"

IN THE MATTER OF APPROVAL OF CHANGE ORDER # 3 (SCO) FOR THE TWL VERONA LS/GSL & FEEMSTER LAKE GSL REPLACEMENT (BID NO. 2024-046WL) ARPA

Water & Light Director Johnny Timmons explained that this change order will wrap up this ARPA project. Enscor, LLC is the contractor, and the total deduct is $16,298.00, bringing the total project to $887,000.00. Council Member Nettie Davis moved, seconded by Council Member Bentley Nolan, to approve the change order as presented. Of those present, the vote was unanimous in favor. APPENDIX "M"

IN THE MATTER OF AWARD OF BID # 2026-001WL – ELECTRIC LINE RIGHT-OF- WAY CLEARANCE SERVICES

Water & Light Director Johnny Timmons changed the request and asked the council to reject this bid and rebid. Council Member Lynn Bryan moved, seconded by Council Member Rosie Jones, to approve the rejection of this bid and rebid. Of those present, the vote was unanimous in favor. APPENDIX "N"

IN THE MATTER OF SETTING PUBLIC HEARING DATE FOR PHASE VIII MAJOR THOROUGHFARE ELECTION

Council Member Lynn Bryan moved, seconded by Council Member Bentley Nolan, to approve the attached timeline for the 2026 special election for Phase VIII of the Major Thoroughfare Program and direct the city clerk and city attorney to prepare the necessary ordinances, resolutions, notices of public hearings, and conduct the election on May 5, 2026. The notice of public hearings for the Ordinance Establishing Priorities for Phase VIII ("Priorities Ordinance") is also attached. APPENDIX "O"

STUDY AGENDA

IN THE MATTER OF ORDINANCE AMENDING CERTAIN PROVISIONS OF CODE OF ORDINANCES CHAPTER 23.5 - SOLID WASTE COLLECTION, REMOVAL AND DISPOSAL

The council voted to move this item to the action agenda for the council meeting of February 17, 2026. APPENDIX "P"

IN THE MATTER OF DETERMINING THE NEED FOR EXECUTIVE SESSION

Council Member Bentley Nolan moved, seconded by Council Member Travis Beard, to determine the need for executive session. City Attorney Ben Logan stated that there were two matters to present to the council. Both the possible acquisition of real property and a matter of economic discussion involving the North Mississippi Water Supply District are appropriate subjects for executive session. Of those present, the vote was unanimous in favor.

IN THE MATTER OF ENTERING INTO EXECUTIVE SESSION

Council Member Travis Beard moved, seconded by Council Member Nettie Davis, to close the regular session and enter executive session at 6:32 p.m. Of those present, the vote was unanimous in favor.

IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION AND RETURNING TO REGULAR SESSION

Council Member Lynn Bryan moved, seconded by Council Member Nettie Davis, to come out of executive session and return to regular session at 7:25 p.m. Of those present, the vote was unanimous in favor.

IN THE MATTER OF A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, WITH RESPECT TO REQUESTING THAT THE MISSISSIPPI LEGISLATURE REINSTATE THE CITY'S ABILITY TO IMPOSE A ONE-QUARTER OF ONE PERCENT (0.25%) SALES TAX UPON THE RETAIL SALE OF GROCERIES IN THE CITY OF TUPELO IN FURTHERANCEOF THE CITY'S RIGHTS AND RESPONSIBILITIES AS A MEMBER OF THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT, AND FOR RELATED PURPOSES

Council Member Lynn Bryan moved, seconded by Council Member Nettie Davis, to approve and request a resolution be submitted to request the Mississippi Legislature to allow the City of Tupelo to impose a 0.25% sales tax on groceries in the City of Tupelo. Of those present, the vote was 5-1 in favor. Council Member Rosie Jones abstained from the vote. APPENDIX "Q"

ADJOURNMENT

There being no further business to be brought before the city council at this time, Council Member Nettie Davis moved, seconded by Council Member Bentley Nolan, to adjourn the meeting of 02/03/26 at 7:33 p.m.

Janet L Gaston

JANET GASTON
COUNCIL PRESIDENT

ATTEST:

Sandra Shumaker

SANDRA SHUMAKER
COUNCIL CLERK

APPROVED

Todd Jordan

TODD JORDAN, MAYOR

02-04-26

DATE

Tupelo Multi-Purpose Indoor Facility

Bringing Mississippi Sports to the Forefront of the National Spotlight

APPENDIX A

Economic Impact

Birmingham Crossplex - 750,000 sq. ft. facility that was used to revitalize the Alabama State Fairgrounds in 2011. Facility includes indoor track, club volleyball, wrestling, and a natatorium. In 2011, the facility was built for $47 million dollars.

Since being built, hotels, restaurants, fast-food chains, and sports stores have opened in the area producing revenue for the city. In the first year alone the Crossplex had an initial economic impact of $13 million-$20 million. In 2 years, $85 million in the revitalized area. Since then, there has been years where an estimated $100 million dollars have been quoted as economic impact in 1 year.

APPENDIX A

Economic Impact continued

In 2022, the Crossplex held the World Games - this one event according to the World Games was estimated to have an economic benefit of $164.8 million dollars - with the city of Birmingham attributed directly of $110.7 million. The direct local benefit was 11.7 million for reflecting out-of-town visitor expenditure and event-related organizational spending.

From 2019-2022, the Crossplex hosted 13 NCAA events.

Jobs created due to the Crossplex was 130 permanent jobs and 125 temporary construction jobs.

Right now, they are in the process of building a Family Fun Center right next to the facility to bring more revenue into the area.

APPENDIX A

What could the Tupelo Multisport Indoor Facility Include?

With the aquatic center, indoor baseball facilities, and tennis bubble already in use in Tupelo - these types of events would not be necessary for construction - but baseball and tennis could be a possibility for additional phases later.

Initially, let's think about just a few different sports:

- Indoor Track and Field
- Wrestling
- Volleyball
- Pickleball
- Basketball
- Gymnastics
- Cheer
- Weightlifting

APPENDIX A

By the numbers

As a track coach, I have traveled to the Birmingham Crossplex every year since 2019. Season runs from December to February.

- In one weekend
  - Friday Night - 900 athletes
  - Saturday Morning - 900 athletes
  - Saturday afternoon and evening - 1700 athletes
  - Sunday AAU Meet - 500 athletes
- The math - 4,000 athletes x $15.00 entry fee = $60,000.00 or $150.00 per team per gender = approx. $30,000.00
- Additional $10.00 parking per car with estimated 1000+ cars = $10,000.00
- Additional concessions and memorabilia/running gear = $
- In the 1st 2 years 47,000 athletes ran on their indoor track alone.

APPENDIX A

Track is a hydraulic-banked track that during the offseason 8 volleyball courts can be laid on top. (Track cost around 1.5 million dollars for entire setup built by Sam Kendricks - Silver Medalist Olympic Pole Vaulter)

Basketball courts (Tupelo and Lee County League) could work the same way as well as pickleball courts.

A cheer stage, a gymnastics spring floor, etc.

Weight rooms could be available as well.

Facilities can be used by school teams in the area that don't have facilities like tracks, courts, etc. Schools can be charged a base rate.

Community organizations like Clubs could rent the facilities. Could also have memberships available for members when events are not taking place.

If built correctly and to the right specifications, MSU, Ole Miss, and other colleges from the area can hold events like track meets and we could even bring the SEC championships and World Games to Tupelo.

APPENDIX A

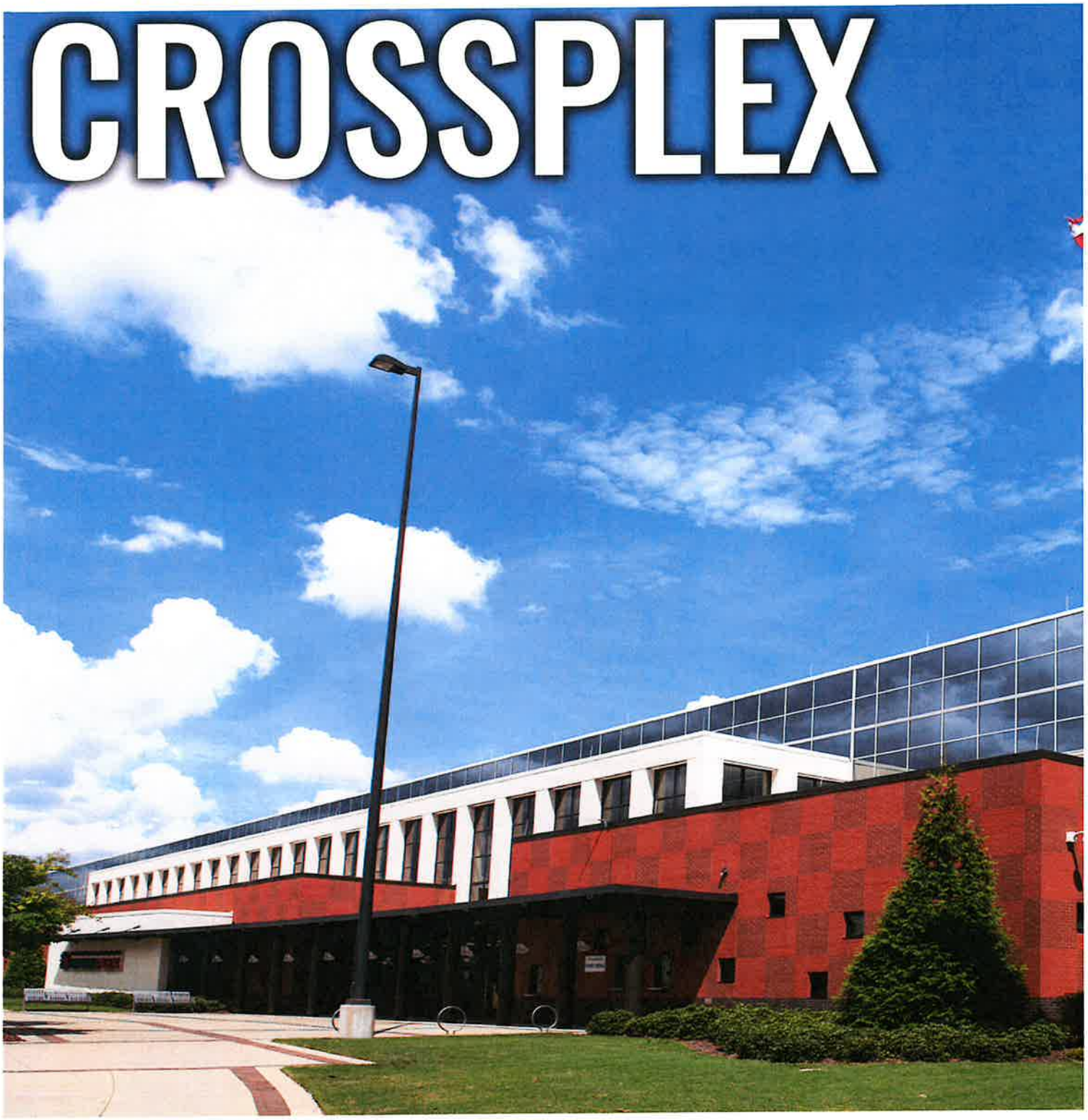
By completing this multi-purpose facility with an indoor track, it would be the only indoor track in the state of Mississippi opening up the chance for MHSAA to have an indoor track season. Currently, Alabama has one facility in Birmingham, Tennessee at Vanderbilt, Arkansas at University of Arkansas, Fayetteville, and Louisiana at LSU. There is a need for this in Mississippi! Why not have one in Tupelo? Why not bring the revenue here? At this time, we have heard no rumors of MSU or Ole Miss even considering building a facility and investing into indoor sports more than they have already.

Another bonus would be for schools to use in extreme heat and extreme cold or even rainy days.

A facility like this could catapult Tupelo and Mississippi to forefront of these indoor sports!

APPENDIX A

The BIRMINGHAM CROSSPLEX



APPENDIX A

World class sports



The Birmingham Crossplex, which opened in 2011, is a $46 million indoor track and aquatic facility located in Birmingham, Alabama. Its mission is to provide a venue for athletes to compete at the highest possible level for indoor track and field, swimming and diving, and volleyball events, among other sports. The Crossplex is comprised of three facilities under one roof – an indoor, 200-meter hydraulically banked track, which can be converted into nine volleyball courts; an Olympic-size natatorium; and the Bill Harris Arena, a 5,000-seat, multi-purpose facility with a floor space of 20,000 square feet. To date the Birmingham Crossplex has hosted 18 NCAA National Championships across all three divisions. In the next three years, that number will have increased to 29 NCAA National Championships, putting Birmingham in the top ten cities that have hosted national championships in that time frame.

The Crossplex was originally conceived as a place where high school athletes could hold their indoor track and field events, and only came to fruition through the efforts of a group of concerned stakeholders and one visionary mayor. "The sport of indoor track and field was run at a venue called the Barn outside of a town called



AT A GLANCE

THE BIRMINGHAM CROSSPLEX

WHAT: An indoor track and aquatic facility

WHERE: Birmingham, Alabama

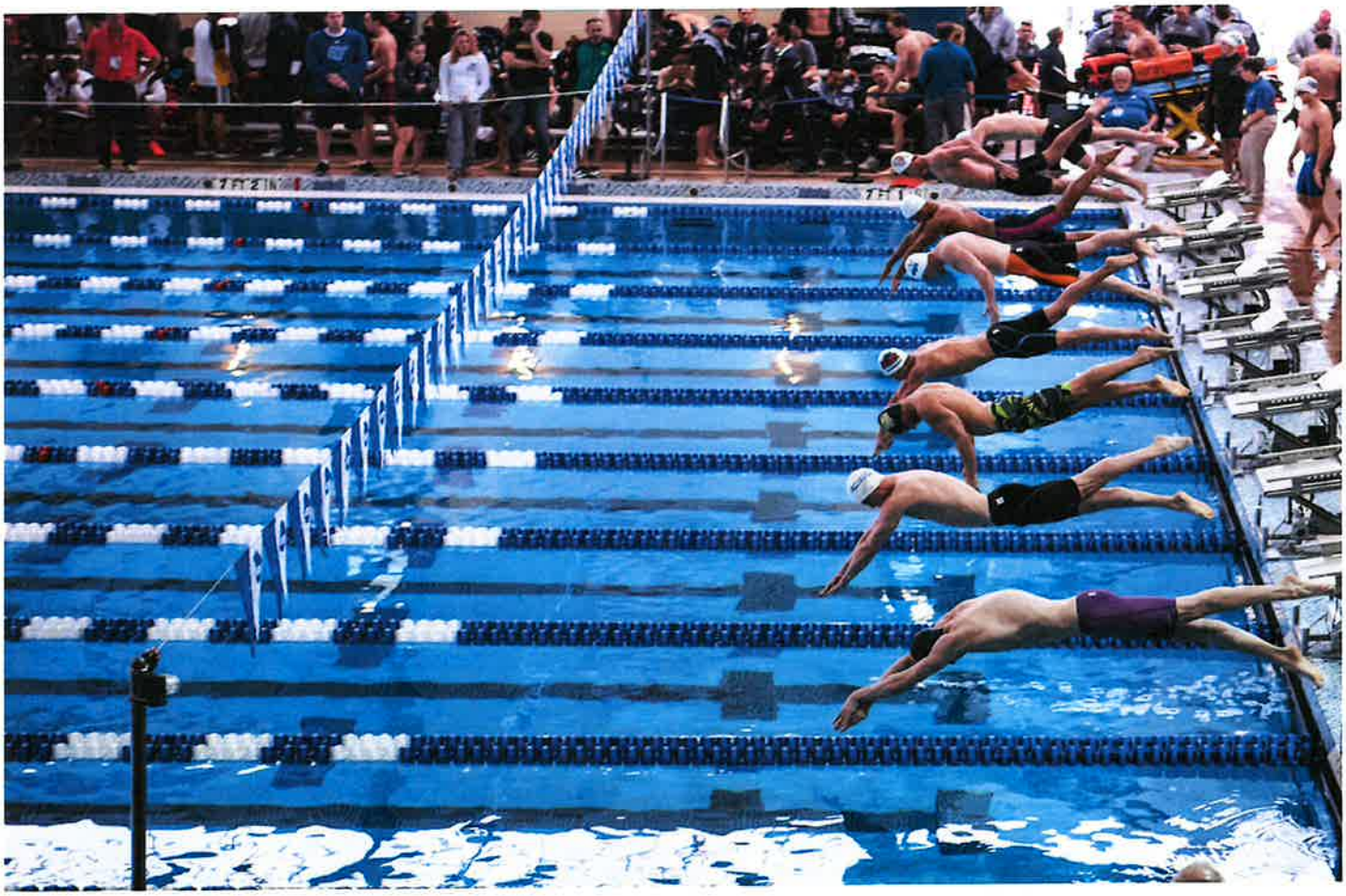
WEBSITE: www.birminghamcrossplex.com

Priceville, Alabama," recounts Crossplex's Marketing and Development Manager, Preston Kirk. "They would build a wooden track during the indoor track and field season, and the State of Alabama would host all the regular season high school track meets in this barn. After years of competition, the indoor track became dated and, eventually, obsolete, shutting down the sport of indoor track and field on the high school level in the state of Alabama for approximately eight years."

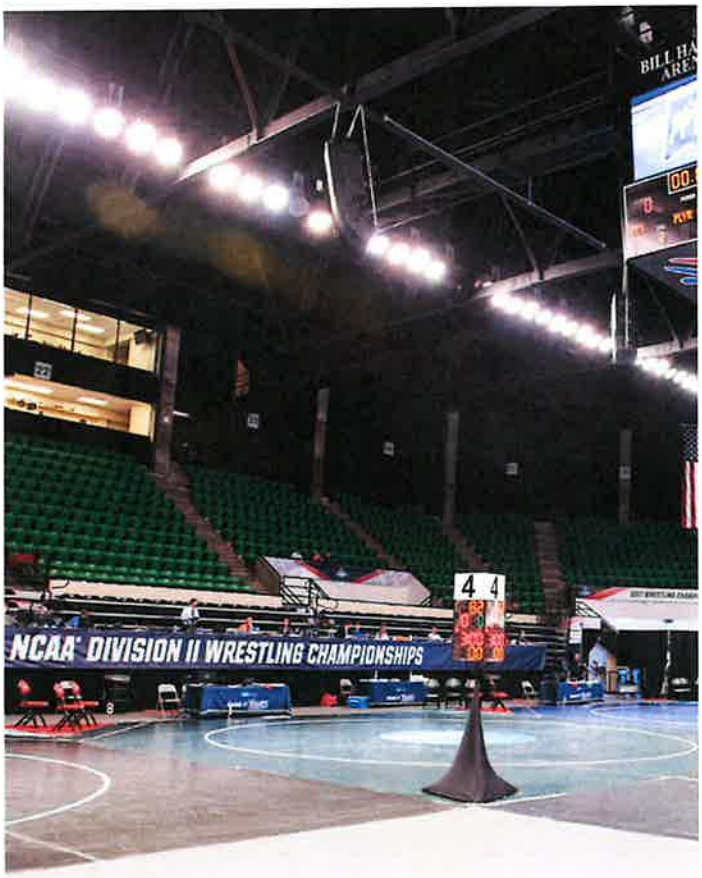


"A group of former coaches, parents and local track enthusiasts got together and started formulating this idea: an indoor track and an indoor pool," Kirk continues. "This group pitched it to several places and the plan eventually ended up making its way to the mayor of Birmingham, at the time, Larry Langford, who was quite a visionary and did some things that really put Birmingham on the map. He said 'Absolutely. Let's do this.'"

The city looked at different areas around town and settled on what was the old Alabama State Fairgrounds. Mayor Langford proposed a large-





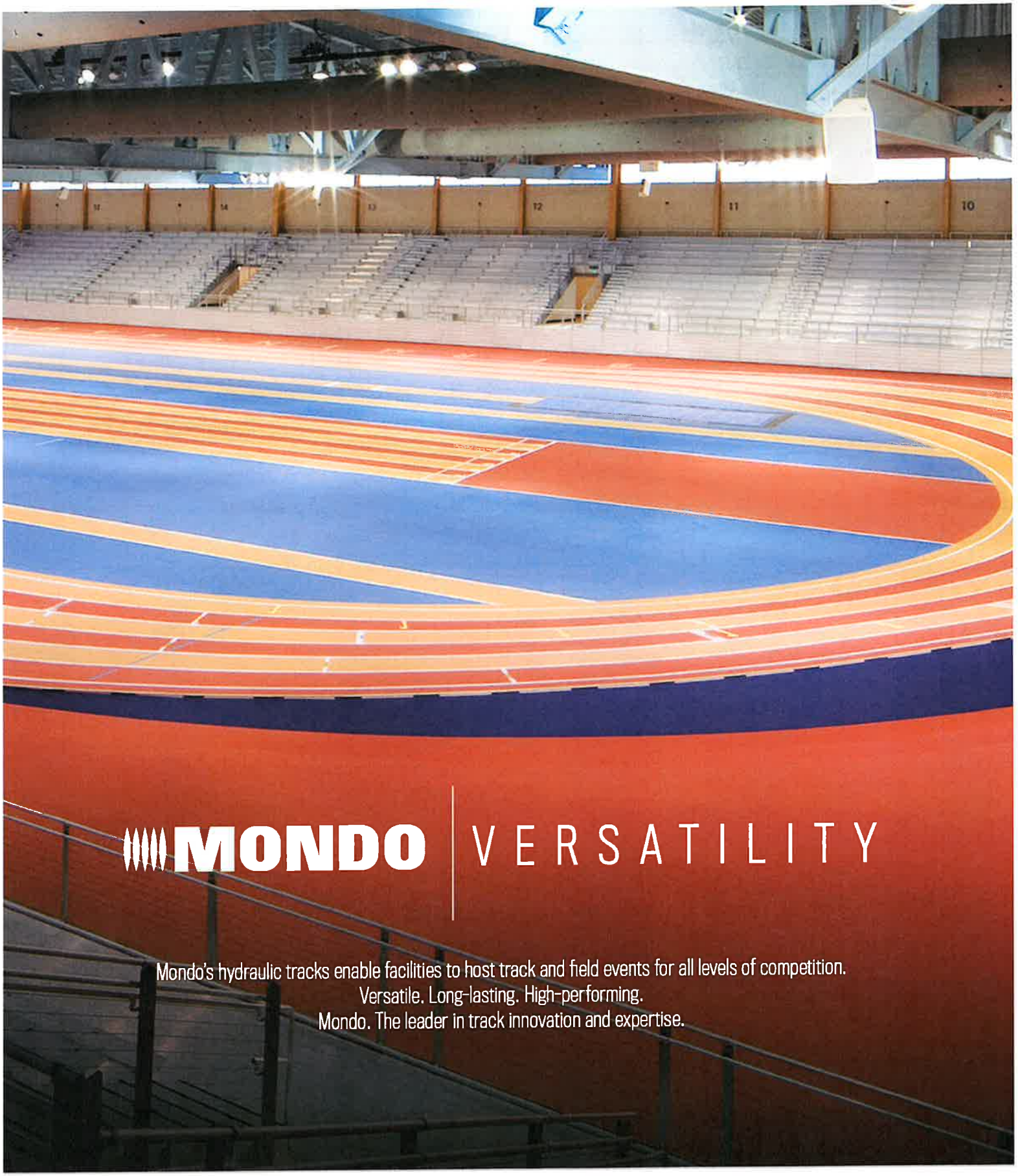


scale redevelopment of Fair Park, which would combine athletic facilities with residential, retail, and entertainment venues, with the centerpiece of the redevelopment being the indoor track and swimming complex. On April 8, 2008, the Birmingham City Council approved the use of city funds to initiate construction. In April 2011, as construction neared completion, the Alabama High School Athletic Association agreed to a five-year contract to use the building for its state track meets and other events beginning in 2012.

"So, we opened in August 2011," says Kirk. "They built an indoor hydraulic track that doubles as a volleyball venue after the indoor track and field season is over. On the other side of the venue, there's an indoor, Olympic-size pool – 50 meters long. The only building left standing from the fairgrounds was a 5,000-seat arena. We upgraded it about five years ago, so it now falls under the umbrella of the Birmingham Crossplex, giving us three venues under one roof."

The Crossplex is a department of the city designed to attract local, regional, and national sport competition, meetings, concerts, and events. "Originally, we had to figure out what we were going to be," Kirk remarks, "an event facility or a public facility. We decided that our mission was to bring in competitive events, and we put ourselves out there as a championship-caliber venue to bring in as many events as we can. We market ourselves to event stakeholders on all levels to include collegiate, high school, and club athletics, and even outside of sporting events for concerts in the arena. Additionally, we do trade shows and conventions in the arena. We position ourselves in the market to attract event planners, coaches, administrations, and conferences. We work with the Greater Birmingham Convention and Visitors Bureau; our CVB has a sports wing that assists, not only locally, but across the southeast and the country, as well."

In 2018, the Crossplex held over 200 events that took up 250 "event days." "We look at number of days because a lot of the events have gotten so big, now, that they're more than just one day," Kirk notes. "With our pool, our



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APPENDIX A

Hydraulic Tracks Offer Flexibility and Economic Advantages

For multipurpose athletic and event complexes, hydraulic tracks offer a bevy of benefits, including flexibility of use and advantages for the local economy.

Just the push of a button raises the track's banked curves in minutes to the desired height for competitions or training sessions. Because it's so easy to set the track to any desired incline, the track is extremely versatile and ideal for athletes from amateur to elite, and for all levels of competition.

When lowered, the track is flush with the surrounding surface, so the entire area can be used for other sports or activities; the Birmingham CrossPlex, for example, uses the area for volleyball after track season ends.

Hydraulic tracks also offer economic advantages to cities, enabling them to have other events on the same floor. Hosting prestigious track and field competitions and other events can significantly enhance the economy of the community, including by generating revenue for hotels, restaurants and other businesses from the participants and spectators who come to the city for them. The added revenue often reaches into the millions of dollars for a single event.

During the first full year the Birmingham CrossPlex was open, the total economic impact was $20 million – and that was for hosting just a few events.

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For more information about Mondo hydraulic tracks, visit

www.mondoworldwide.com/na/en/

Email: mondo@mondousa.com

Call: (800) 361-3747



arena, and our track, we estimate about 30 percent of those events are happening at the same time," adds Crossplex Birmingham and Bill Harris Arena Director, Taunita Stephenson.

When the facility isn't hosting an official event, it's still full with teams practicing. "On the pool side, we have swim practice six days a week," says Kirk. "For example, when we're not hosting a swim meet on a Saturday, we still have multiple teams that will rent lanes from us. Same on the track side, if we don't have an event going on, we usually have two to four teams rent time throughout the day for practices. For volleyball, we have three leagues that will play in here on weeknights during the summer months. Things like that help fill up our calendar."

While the Crossplex is relatively new, Kirk reports that its indoor track has already experienced a great deal of wear and tear: "The Indoor track was fabricated by the Italian firm, Mondo, which is the supplier for all Olympic outdoor tracks. We had the rep come in this past winter and he said we've got about 20 years' worth of wear on our track because of how many athletes use it during the indoor season. Just this past season, we had 42,000 athletes on our track. Considering the traffic we see, we are in the process of making upgrades. We've already replaced certain areas, but the goal is to replace our entire floor with a new track surface system. That would be a

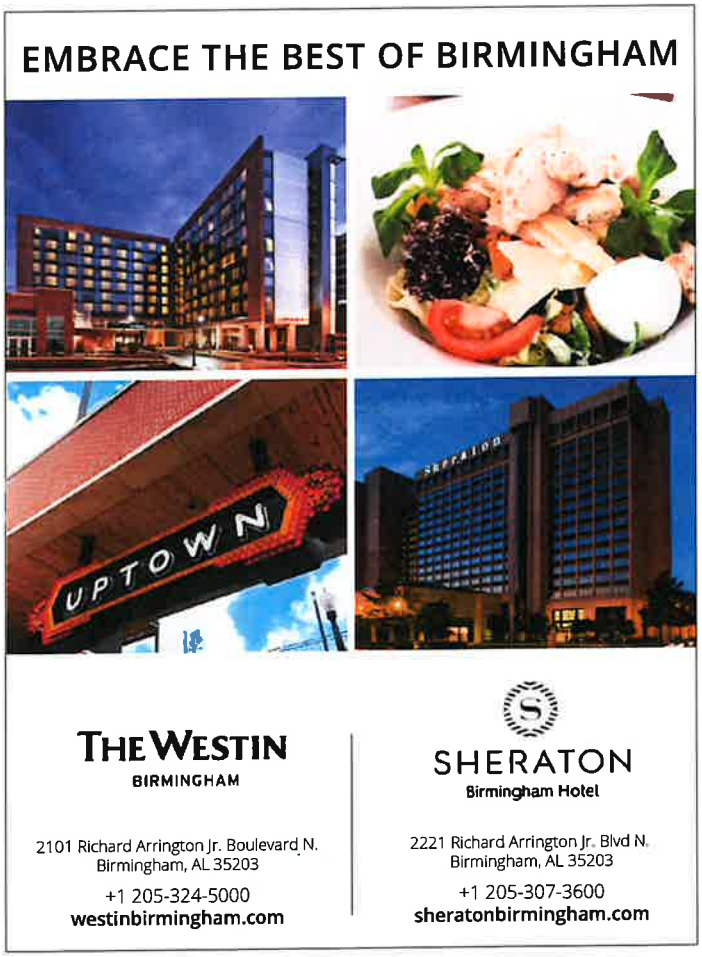
'big improvement for us, and it's time to do it."

Regarding competition from other venues, Kirk says it depends on the sport. "When it comes to the track, we are the only show in town, and the only show in the Southeast," he states. "The closest indoor track is at Texas A&M in College Station, Texas, going west; going east, it's Winston-Salem, North Carolina. There are other cities around us that have done studies on indoor facilities like ours and they are now realizing that the sport of indoor track and field is growing, especially during the winter months. There are going to be other cities, soon, that will be a competitor, but for that particular sport, we're the only one, right now."

Kirk believes that the Crossplex is a unique venue with unmatched capabilities, allowing simultaneous activity and events. "We are the only facility in the country that has hosted the NCAA Division II Winter Festival - all under one roof," he points out. "The sports are indoor track and field, swimming and diving, and wrestling. They only do it on the Division II level, and they only do it every four years. We're also the only facility that will have hosted that event three times. For that event, you can pay for one ticket and see three national championships all going on at the same time, without ever having to walk outside. Furthermore, the Crossplex played a major role in Birmingham getting the World Games; we're actually going to be hosting about six of the sports while that event is going on in the summer of 2021."

"The three words we stand on are 'world class sports,'" Kirk concludes. "We bring events that will bring in athletes and spectators from all over the world; we're going to provide the highest hospitality and highest class of service that we can; and we're here for the sport and the athletes. We're going to make sure those athletes are competing on the best surface that they can, with the best officials. We're going to do everything with a high level of service."

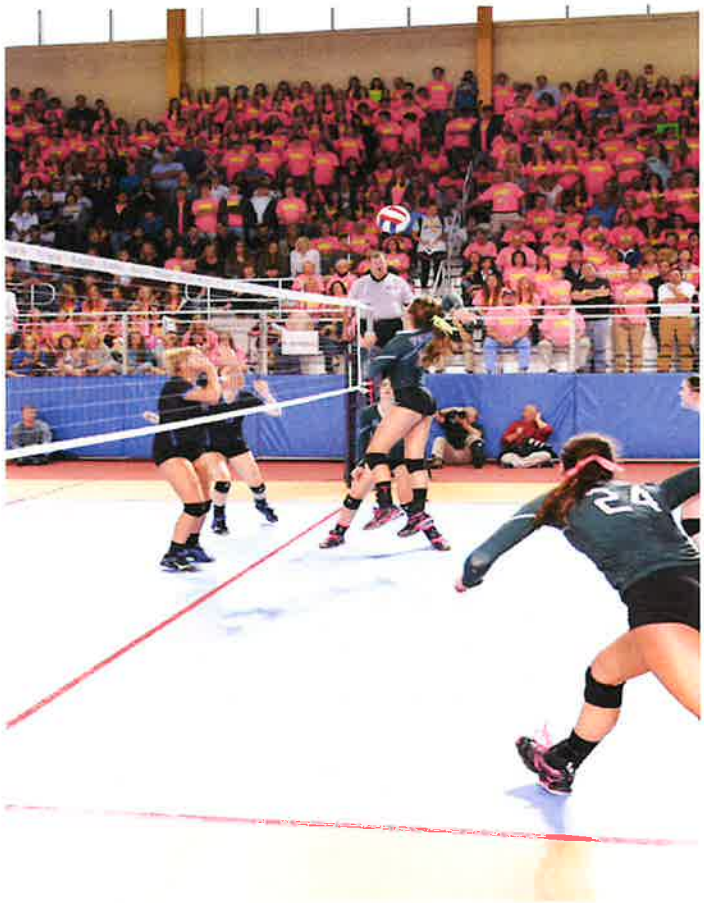
Stephenson adds a final statement: "Obviously the





city has a lot of priorities," she says. "But to know that we fall into the mayor's priorities and the city's priorities, I think says a lot to our stakeholders. They know when they come here, it's not just about the Crossplex; it's about the city of Birmingham taking care of you and your event. Birmingham is becoming a sports and entertainment destination. We're more than just a venue."





PREFERRED VENDORS

- **Mondo America Inc.**
  www.mondoworldwide.com
  For multipurpose athletic and event complexes, hydraulic tracks offer a bevy of benefits, including flexibility of use and advantages for the local economy.
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  During the first full year the Birmingham CrossPlex was open, the total economic impact was $20 million — and that was for hosting just a few events. For more information about Mondo hydraulic tracks, visit www.mondoworldwide.com/na/en/ or email mondo@mondousa.com or call (800) 361-3747.

- **Sheraton Hotel**
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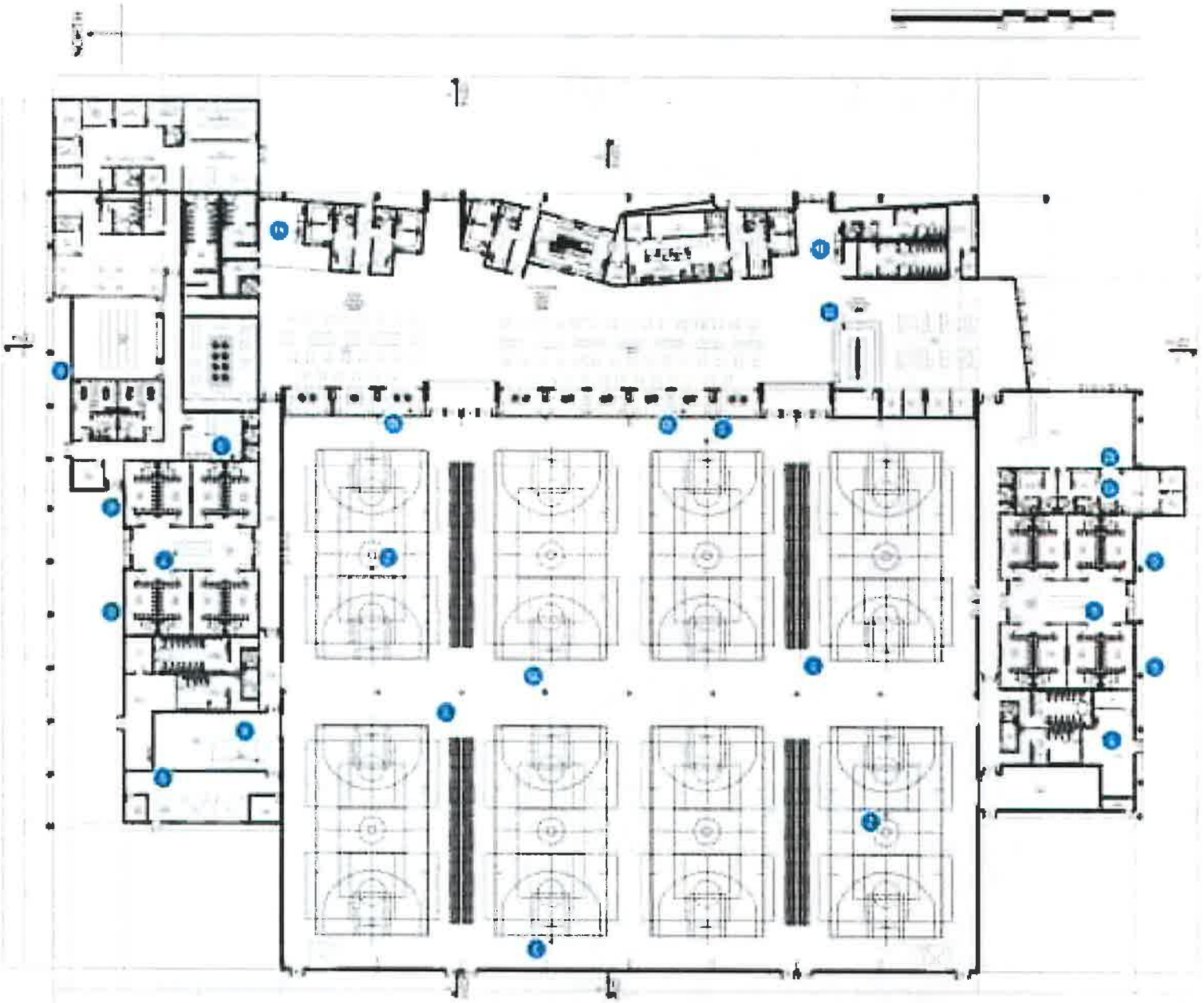
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AS FEATURED IN Business View magazine

APPENDIX A



APPENDIX A



APPENDIX A



APPENDIX A

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE January 12, 2026

SUBJECT: IN THE MATTER OF AN ORDINANCE TO PROHIBIT THE USE, POSSESSION, PURCHASE, DISTRIBUTION, SALE OR DISPLAY FOR SALE OF KRATOM AND KRATOM PRODUCTS **SR**

Request:

This proposed ordinance would criminalize the use, possession, purchase, distribution, sale and display for sale of kratom and kratom products. Please review the accompanied material for more information on Kratom.

ORDINANCE

TO AMEND SECTION 19-131 OF THE CODE OF ORDINANCES TO BAN THE USE, POSSESSION, PURCHASE, DISTRIBUTION, SALE OR ATTEMPTED USE, POSSESSION, PURCHASE, DISTRIBUTION OR SALE OR PUBLIC DISPLAY FOR SALE OF KRATOM AND KRATOM PRODUCTS, AND FOR RELATED PURPOSES

WHEREAS, Kratom is a tropical tree (Mitragyna speciosa) that is native to Southeast Asia, and products prepared from kratom leaves are available in the United States online and in brick-and-mortar stores and are alleged to self-treat conditions such as pain, coughing, diarrhea, anxiety and depression, and opioid use disorder; and

WHEREAS, the United States Drug Enforcement Agency has listed kratom as a Drug and Chemical of Concern, citing the addictive properties of kratom, and its tendency to cause psychotic symptoms such as hallucinations, delusions and confusion in addicted individuals, and its effects on the human body that contribute to anorexia, weight loss, insomnia, hepatoxicity, and seizures; and

WHEREAS, the Food and Drug Administration has likewise warned the public of the addictive qualities of kratom stating that users of kratom have been observed to exhibit signs of Substance Abuse Disorder, including using kratom for longer than intended, using more kratom than intended, having cravings for kratom, continuing to use kratom despite adverse consequences (either physically or in their personal life), increasing the amount of kratom used to produce the same effect (tolerance), and experiencing withdrawal symptoms when kratom use was stopped (physical dependence); and

WHEREAS, law enforcement reports indicate that kratom is currently the leading cause of substance abuse disorder in the State of Mississippi, contributing to a plurality of the cases of in-patient drug rehabilitation treatment in the State; and

WHEREAS, a report from the Mayo Clinic indicates that because of its unregulated status, kratom products purchased over the counter may contain levels of psychoactive ingredients exceeding the amount indicated on the packaging, and ingestion of the mislabeled products can contribute to cases of psychosis, illness, and even death, especially if taken in conjunctions with other substances; and

WHEREAS, neither kratom nor its known alkaloids are lawfully marketed in the United States as a prescription or over-the-counter drug product, dietary supplement, or a food additive in conventional food to treat any medical condition, and the Food and Drug Administration has determined that kratom is not appropriate for any such use; and

WHEREAS, the Mississippi Legislature during its 2025 Regular Session adopted House Bill 1077 placing restrictions on the possession and sale of kratom and kratom products, namely, that no person shall sell or distribute Kratom products to any person under the age of 21 years, nor shall any person under the age of 21 years possess any kratom products; and

WHEREAS, House Bill 1077 authorized the governing authorities of each municipality to enact additional regulations and prohibitions on the possession, sell and distribution of kratom and kratom products; and

WHEREAS, pursuant to Miss. Code Ann. § 21-19-15 (1972, as amended), the governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality; and

WHEREAS, kratom and kratom products are presently available for purchase in the City of Tupelo, and due in part to the reasons stated herein, its continued availability even to individuals over the age of 21 is detrimental to public health, safety and welfare.

NOW, THEREFORE BE IT ORDAINED by the governing authorities of the City of Tupelo, Mississippi, the following, to-wit:

1. All of the matters and things recited in the premises sections of this Ordinance are found and determined to be true and accurate, and in accordance with lawful policing powers of the city of Tupelo, Mississippi.
2. Section 19-131 of the City of Tupelo Code of Ordinances shall be amended as follows (additions in ***bold italics***):

   No person shall use, possess, purchase, distribute, or sale, or attempt to use, possess, purchase, distribute or sale or publicly display for sale any one or more of the following chemicals ***or substances, regardless of physical form or characteristic,*** within the city limits of the City of Tupelo, Mississippi:

   (1) Salviadivinorum or salvinorum A: all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof an extract from any part of such plant, and every compound, manufactured salts derivative, mixture or preparation of such plant, its seeds or extracts;

   (2) (6aR,1OaR)-9-(hydroxymethy1)-6,6dimethyl-3-(2-methyloctan-2-y1)-6a7, 10. 10a-tetrahydrobenzo[c]chromen-1-o1 - some trade or other names: HU-210;

   (3) 1-Pentyl-1-(1-naphthoy1) indole - some trade or other names: JWH-018/spice;

   (4) 1-Butyl-3-(1-naphthoyl) indole - some trade or other names: JWH-073;

   (5) 1-(3-[trifluoromethylphenyl]) piperazine - some trade or other names: TFMIP;

   (6) 4-methoxymethcathione and Ethylcathinone;

   (7) Products sold as "kratom", or any part of the plant Mitragyna speciosa, Mitragyna speciosa Korth., Mitragyna speciosa leaf extract, Mitragyna speciosa extract, whether growing or not, and any compound, manufacture, salt, derivative, capsule, tablet, caplet, gelcap, pill, powder, liquid, vegetative material, mixture, or preparation of the plant, including but not limited to any product containing mitragynine or 7- hydroxymitragynine (7-OH).

      a. This includes any Mitragyna speciosa specific alkaloids, isomers, esters, ethers, salts, and salts of isomers, esters, and ethers, including but not limited to synthetics or natural products which include the active ingredients in kratom, such as:

         i. Ajmalicine (raubasine);

         ii. Mitraphylline:

         iii. Rhynchophylline;

         iv. Mitragynine pseudoindoxyl;

v. ***Or other similar product(s) with the active ingredients or with similar structural analogs commonly found in Kratom, including:***

1. ***Corynantheidine, 7-acetoxymitragynine, corynoxine A and B, 3-dehydromitragynine, 3-isocorynantheidine, 3-isopaynantheine, isomitraphylline, isospeciofoline, isospecionoxeine, mitraciliatine, mitrafoline, mitragynaline, mitraphyline, mitraspecin, paynantheine, speciociliatin, speciofolin, speciogynine, specionoxein, speciophylline, and stipulatine.***

vi. ***This shall include every variation of products sold for human consumption or otherwise using the trade name Kratom or similar trade names or descriptors, including, but not limited to: Krathom, Kakuam, Ketum, Kratum, Ithang, Thang, Thom, Bial,, Biak-Biak, Mambog, Super K, Life Force K, K-Chill, Herbal Speedball, VivaZen, or K-shot.***

(8) or any similar structural analogs.

If any of the aforementioned substances shall be found in the possession of any person, unless specifically excluded herein, the substances shall be confiscated and destroyed by law enforcement officials.

3. This ordinance shall go into effect thirty (30) days after passage. The Clerk of the Council shall cause this ordinance to be published in full at least one (1) time in the Northeast Mississippi Daily Journal.

After a full discussion of this matter, Council Member Beard moved that that foregoing ordinance be adopted and said motion was seconded by Council Member Bryan and after having been reduced to writing, and with there being no request that it be read aloud, the question was put to a vote, and the results were as follows:

Councilmember Mims voted	Absent
Councilmember Bryan voted	Aye
Councilmember Beard voted	Aye
Councilmember Davis voted	Aye
Councilmember Nolan voted	Aye
Councilmember Gaston voted	Aye
Councilmember Jones voted	Aye

WHEREUPON, the foregoing Ordinance was declared, passed and adopted at a regular meeting of the Council on this the 3rd day of February, 2026

CITY OF TUPELO, MISSISSIPPI

Janet Gaston

JANET GASTON, City Council President

ATTEST:

Sandra Shumaker

SANDRA SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan

TODD JORDAN, Mayor

02-04-2026

DATE

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE January 28, 2026

SUBJECT: IN THE MATTER OF A REVIEW OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY CREATED BY THE EFFECTS OF A SEVERE WINTER STORM AND DECLARING THE CITY OF TUPELO, MISSISSIPPI TO BE A DISASTER AREA **SR**

Request:

In preparation for a severe winter storm on or about January 24, 2026, the Mayor declared a state of local emergency pursuant to his authority under Miss. Code Ann. § 33-15-17 (1972, as amended). Most of the effects of the winter storm within the City of Tupelo have subsided, and the local emergency shall be discontinued. This Resolution also waives any permit fees owed by property owners for any repairs to their property due to the effects of the severe winter storm.

RESOLUTION

A REVIEW OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY CREATED BY THE EFFECTS OF A SEVERE WINTER STORM AND DECLARING THE CITY OF TUPELO, MISSISSIPPI TO BE A DISASTER AREA

WHEREAS, conditions of extreme peril to the safety of people and property within the City of Tupelo were created by the effects of a severe winter storm which commenced on or about January 23, 2026; and

WHEREAS, the severe winter storm brought about precipitation, freezing precipitation, high winds and extremely cold temperatures that created conditions hazardous to life and property, including hazardous travel, disruptions in public utility and communication services, and the closure of businesses, places of employment, and medical and emergency services, and such conditions of extreme peril caused disruptions to day-to-day life for citizens of Tupelo, Mississippi and the surrounding areas which necessitated the issuance of a declaration of local emergency ("Declaration") by the Mayor of the City of Tupelo at or about 12:00 pm on January 23, 2026 pursuant to Miss. Code Ann. § 33-15-17(d) (1972, amended) (Declaration attached hereto as Exhibit "A"); and

WHEREAS, damage to public and private property was sustained as a result of the severe winter storm, and employees, equipment and resources of the City of Tupelo were deployed and utilized in response to the severe winter storm; and

WHEREAS, the City Council of the City of Tupelo desires to approve the Declaration and to ratify all emergency measures taken in response to the severe winter storm; and

WHEREAS, while some impacts of the severe winter storm may remain, it shall not be necessary to continue the existence of a local emergency; and

WHEREAS, in order to promote the timely repair and restoration of private property damaged as a result of the sever winter storm, it is in the public interest to temporarily waive construction permit fees associated with such repairs.

NOW, THEREFORE, BE IT RESOLVED that in accordance with Mississippi Code Anno. §33-15-17(d) (1972, as amended), the Declaration of Local Emergency issued on January

23, 2026, is hereby approved, and all actions taken in accordance with the Declaration in response to the severe winter storm are hereby ratified.

IT IS FURTHER PROCLAIMED AND ORDERED that while effects of the severe winter storm may linger, the declaration of local emergency shall be discontinued. The mayor of the City of Tupelo is authorized to apply for any reimbursement or public assistance available through the Mississippi Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA) to address the repayment of costs and repair of damage to public property sustained during the severe winter storm.

IT IS FURTHER PROCLAIMED AND ORDERED that all permit fees owed by any property owner due to home and property repairs made necessary by the effects of the severe winter storm commencing on January 23, 2026, and ending on February 3, 2026, shall be waived until the date of February 27, 2026. This temporary waiver is intended to address damage directly resulting from the severe winter storm and its natural and foreseeable consequences, including but not limited to water damage from frozen or burst pipes, structural or roof damage caused by fallen trees, limbs, or storm-related debris, and other routine damage attributable to ice, snow, freezing temperatures, or loss of utility service during the storm event. Property owners and renters that have sustained damage to their property due to the severe winter storm and are responsible for repairing that damage are encouraged to contact the Department of Development Services to inquire if any permits may be needed prior to repairs being made.

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

Councilmember Mims voted _____

Councilmember Bryan voted _____

Councilmember Beard voted _____

Councilmember Davis voted _____

Councilmember Nolan voted _____

Councilmember Gaston voted _____

Councilmember Jones voted _____

Having received an affirmative vote by a majority of the members present, the President declared the Resolution **ADOPTED** and **APPROVED** on this the _____day of _____, 2026.

CITY OF TUPELO, MISSISSIPPI

By: _____
JANET GASTON, City Council President

ATTEST:

_____
SANDRA SHUMAKER, Clerk of the Council

APPROVED:

_____
TODD JORDAN, Mayor

_____
DATE

RESOLUTION

A REVIEW OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY CREATED BY THE EFFECTS OF A SEVERE WINTER STORM AND DECLARING THE CITY OF TUPELO, MISSISSIPPI TO BE A DISASTER AREA

WHEREAS, conditions of extreme peril to the safety of people and property within the City of Tupelo were created by the effects of a severe winter storm which commenced on or about January 23, 2026; and

WHEREAS, the severe winter storm brought about precipitation, freezing precipitation, high winds and extremely cold temperatures that created conditions hazardous to life and property, including hazardous travel, disruptions in public utility and communication services, and the closure of businesses, places of employment, and medical and emergency services, and such conditions of extreme peril caused disruptions to day-to-day life for citizens of Tupelo, Mississippi and the surrounding areas which necessitated the issuance of a declaration of local emergency ("Declaration") by the Mayor of the City of Tupelo at or about 12:00 pm on January 23, 2026 pursuant to Miss. Code Ann. § 33-15-17(d) (1972, amended) (Declaration attached hereto as Exhibit "A"); and

WHEREAS, damage to public and private property was sustained as a result of the severe winter storm, and employees, equipment and resources of the City of Tupelo were deployed and utilized in response to the severe winter storm; and

WHEREAS, the City Council of the City of Tupelo desires to approve the Declaration and to ratify all emergency measures taken in response to the severe winter storm; and

WHEREAS, while some impacts of the severe winter storm may remain, it shall not be necessary to continue the existence of a local emergency; and

WHEREAS, in order to promote the timely repair and restoration of private property damaged as a result of the sever winter storm, it is in the public interest to temporarily waive construction permit fees associated with such repairs.

NOW, THEREFORE, BE IT RESOLVED that in accordance with Mississippi Code Anno. §33-15-17(d) (1972, as amended), the Declaration of Local Emergency issued on January

23, 2026, is hereby approved, and all actions taken in accordance with the Declaration in response to the severe winter storm are hereby ratified.

IT IS FURTHER PROCLAIMED AND ORDERED that while effects of the severe winter storm may linger, the declaration of local emergency shall be discontinued. The mayor of the City of Tupelo is authorized to apply for any reimbursement or public assistance available through the Mississippi Emergency Management Agency (MEMA) and the Federal Emergency Management Agency (FEMA) to address the repayment of costs and repair of damage to public property sustained during the severe winter storm.

IT IS FURTHER PROCLAIMED AND ORDERED that all permit fees owed by any property owner due to home and property repairs made necessary by the effects of the severe winter storm commencing on January 23, 2026, and ending on February 3, 2026, shall be waived until the date of February 27, 2026. This temporary waiver is intended to address damage directly resulting from the severe winter storm and its natural and foreseeable consequences, including but not limited to water damage from frozen or burst pipes, structural or roof damage caused by fallen trees, limbs, or storm-related debris, and other routine damage attributable to ice, snow, freezing temperatures, or loss of utility service during the storm event. Property owners and renters that have sustained damage to their property due to the severe winter storm and are responsible for repairing that damage are encouraged to contact the Department of Development Services to inquire if any permits may be needed prior to repairs being made.

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

Councilmember Mims voted	Absent
Councilmember Bryan voted	Aye
Councilmember Beard voted	Aye
Councilmember Davis voted	Aye
Councilmember Nolan voted	Aye
Councilmember Gaston voted	Aye

Councilmember Jones voted Aye

Having received an affirmative vote by a majority of the members present, the President declared the Resolution **ADOPTED** and **APPROVED** on this the 3rd day of February, 2026.

CITY OF TUPELO, MISSISSIPPI

By: Janet Gaston
JANET GASTON, City Council President

ATTEST:

Sandra Shumaker
SANDRA SHUMAKER, Clerk of the Council

APPROVED:

Todd Jordan
TODD JORDAN, Mayor

02-04-2026
DATE

AGENDA REQUEST

TO: Mayor And City Council

FROM: Sandy Shumaker, Council Clerk

DATE February 3, 2026

SUBJECT: In The Matter of Review/Approve City Council Meeting Minutes of January 20, 2026

Request: Review and Approve

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
JANUARY 20, 2026

The Tupelo City Council held its regular meeting in the Council Chambers in the City Hall building on Tuesday, January 20, 2026, at 6:00 p.m. The following Council Members attended: Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Bentley Nolan, and Rosie Jones, Ben Logan, City Attorney and Sandra Shumaker, Clerk of the Council. Council Member Janet Gaston was absent. Council Member Bentley Nolan gave the invocation and Council Member Travis Beard lead the pledge of allegiance. Council Vice President Lynn Bryan called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Travis Beard moved, seconded by Council Member Nettie Davis, to approve the agenda and agenda order with the notice that the following item will be tabled.

Item #3 AN ORDER ACKNOWLEDGING THE SELECTION OF CADENCE BANK TO SERVE AS MUNICIPAL DEPOSITORY AND TO AUTHORIZE THE MAYOR AND CHIEF FINANCIAL OFFICER TO ENTER INTO A DEPOSITORY AGREEMENT WITH THE SELECTED DEPOSITORY SUBJECT TO LATER RATIFICATION BY THE GOVERNING AUTHORITIES OF THE CITY OF TUPELO

Of those present, the vote was unanimous in favor.

PROCLAMATIONS

Herbert Partlow, Marcy Hughes, Walter Partlow, Ruthie Partlow accepted the proclamation honoring Ms. Lucille Gray Partlow Day honoring her as the first African American female police officer in Tupelo, MS. and proclaiming January 18, 2026 as "Lucille Granny Gray Parlow Day"
APPENDIX "A

Rob Rogers accepted the proclamation honoring Certified Registered Nurse Anesthetists' and proclaiming the week of January 18-24, 2026 as National Certified Nurse Anesthetists Week
APPENDIX "B"

PUBLIC RECOGNITION

Council Member Nolan invited everyone to the Amp Foundations birthplace sessions with Charlie Mars show on Friday January 30 at 7pm.

Council Member Beard stated that he was proud to know the Partlow family and mentioned specifically working Walter Partlow Sr. at Carver Elementary and spoke of the benefit of knowing the family and what their family means to the community.

Council Member Davis stated that Mr. Partlow was an outstanding band director and she thought of them as family. The Partlow family holds a very special legacy in the community. Councilwoman

Davis also thanked the MLK Committee and volunteers for a great celebration. The four main events were well attended. Tupelo has the largest MLK celebration in the state, and Council Member Davis said she hopes that it will continue.

MAYOR'S REMARKS

Mayor Todd Jordan congratulated Director Kevan Kirkpatrick and staff at the Cadence Bank Arena for the gross ticket sales this last weekend. Mayor Jordan also gave a report on sales tax for 2024-2025. Tupelo remains at #4 behind Jackson, Gulfport and Hattiesburg. We are second per capita behind Ridgeland but are up 10%. Our millage rate is 96.57.

CITIZEN HEARING

Thomas Harrison spoke on behalf of Andy Graf, the owner of La Vino Wine and Spirits, located at 1204 North Gloster Street. He passed out some statistics to the council and requested a moratorium on package stores on behalf of La Vino and other existing package stores. He stated that they are not asking to shut business down but would like a cap on package store permits in the future. APPENDIX "C"

(CLOSE PUBLIC AGENDA AND OPEN REGULAR SESSION)

ROUTINE AGENDA

IN THE MATTER OF REVIEW / APPROVE CITY COUNCIL MEETING MINUTES OF JANUARY 6, 2026

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

IN THE MATTER OF BILL PAY

The bills were reviewed by Council Member Lynn Bryan, Council Member Bentley Nolan and Council Member Travis Beard. Council Member Beard moved, seconded by Council Member Davis, to approve and pay the bills as presented with check numbers 439302 – 439595 and 50004105 - 50004132. Of those present, the vote was unanimous in favor. APPENDIX "E"

AN ORDER ACKNOWLEDGING THE SELECTION OF CADENCE BANK TO SERVE AS MUNICIPAL DEPOSITORY AND TO AUTHORIZE THE MAYOR AND CHIEF FINANCIAL OFFICER TO ENTER INTO A DEPOSITORY AGREEMENT WITH THE SELECTED DEPOSITORY SUBJECT TO LATER RATIFICATION BY THE GOVERNING AUTHORITIES OF THE CITY OF TUPELO

Council Member Nettie Davis moved, seconded by Council Member Travis Beard, to table this item. Of those present, the vote was unanimous in favor. APPENDIX "F"

IN THE MATTER OF THE 2026 MEMORANDUM OF AGREEMENT FOR CONTINUATION AS A MISSISSIPPI MAIN STREET ASSOCIATION DESIGNATED COMMUNITY

Council Member Bentley Nolan moved, seconded by Council Member Mims, to approve the MOA as presented. Of those present the vote was unanimous in favor. APPENDIX "G"

IN THE MATTER OF AWARD RFQ NUMBER 2025-044PW TO COOK COGGIN ENGINEERS FOR TARGET ROAD WATER PROJECT

Council Member Beard moved, seconded by Council Member Davis, to approve and award the RFQ for professional services to Cook Coggin Engineers (CCE) for the Target Road Water Project. Depending on the scope and cost of the project of up to $2,000,0000, the grant will have a 50/50 match. Of those present, the vote was unanimous in favor. APPENDIX "H"

IN THE MATTER OF APPROVAL OF CONTRACT FOR THE TUPELO AQUATIC CENTER POOL LINER

Council Member Nolan moved, seconded by Council Member Mims, to approve the contract with Memphis Pool Supply Company, Inc. Of those present, the vote was unanimous in favor. APPENDIX "I"

IN THE MATTER OF APPROVAL OF AWARD FOR THE BID FOR THE BALLARD PARK LAKESHORE IMPROVEMENTS

Council Member Beard moved, seconded by Council Member Davis, to approve and award the bid to Allterra Construction, LLC, for the Ballard Park Lakeshore Improvements as the lowest and best bid in the amount of $373,000.00. Of those present, the vote was unanimous in favor. APPENDIX "J"

IN THE MATTER OF APPROVAL OF CONTRACT FOR THE BALLARD PARK LAKESHORE IMPROVEMENTS

Council Member Davis moved, seconded by Council Member Beard, to approve and award the contract to Alltera Construction, LLC, for the Ballard Park Lakeshore Improvements. Of those present, the vote was unanimous in favor. APPENDIX "K"

IN THE MATTER OF APPROVAL OF AWARD FOR THE RFQ FOR TENNIS INSTRUCTION AND FACILITY OPERATIONS FOR ROB LEAKE CITY PARK

Council Member Nolan moved, seconded by Council Member Beard, to approve and award the RFQ for tennis instruction and facility operations management to Daniel Pounders. Of those present, the vote was unanimous in favor. APPENDIX "L"

IN THE MATTER OF APPROVAL OF THE TENNIS INSTRUCTION AND FACILITY OPERATIONS CONTRACT FOR ROB LEAKE CITY PARK

Council Member Beard moved, seconded by Council Member Mims, to approve and award the contract for North MS Tennis Academy. Of those present, the vote was unanimous in favor. APPENDIX "M"

PROOF OF PUBLICATION OF THE ORDINANCE AMENDING ORDINANCE AMENDING DEVELOPMENT CODE CHAPTER 5 – OVERLAY DISTRICTS BY ADDING 5.12 – PARKHILL RESIDENTIAL NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA25-02.01)

Council Member Davis moved, seconded by Council Member Beard, to enter into the minutes this item as presented. Of those present, the vote was unanimous in favor. APPENDIX "N"

STUDY AGENDA

IN THE MATTER OF AN ORDINANCE TO PROHIBIT THE USE, POSSESSION, PURCHASE, DISTRIBUTION, SALE OR DISPLAY FOR SALE OF KRATOM AND KRATOM PRODUCTS

The council voted to move this time to the action agenda for the meeting of February 3, 2026

ADJOURNMENT

There being no further business to be brought before the city council at this time, Council Member Beard moved, seconded by Council Member Nolan, to adjourn the meeting of 1/20/26 at 6:21 p.m.

LYNN BRYAN
COUNCIL VICE-PRESIDENT

ATTEST:
Sandra Shumaker
SANDRA SHUMAKER
COUNCIL CLERK

APPROVED
Todd Jordan
TODD JORDAN, MAYOR
01-21-26
DATE

AGENDA REQUEST

TO: Mayor And City Council

FROM: Sandy Shumaker, Council Clerk

DATE February 3, 2026

SUBJECT: In The Matter of Review and Approve City Council Special Call Meeting Minutes of January 29th, 2026

Request: Review and Approve

CITY COUNCIL SPECIAL CALLED MEETING

MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
JANUARY 29, 2026

Be it remembered that a special-called meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Thursday, January 29, 2026, at 3:30 p.m. with the following in attendance: Council Members Lynn Bryan, Travis Beard, Nettie Davis, Bentley Nolan, Janet Gaston and Rosie Jones. Ben Logan, City Attorney, and Sandra Shumaker, Clerk of the Council. Council Member Chad Mims was absent.

CALL TO ORDER:

Council President Janet Gaston called the meeting to order at 3:30 p.m.

ROUTINE AGENDA

IN THE MATTER OF AN ORDER ACKNOWLEDGING THE SELECTION OF CADENCE BANK TO SERVE AS MUNICIPAL DEPOSITORY; TO APPROVE A DEPOSITORY AGREEMENT AND AUTHORIZE THE MAYOR TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE C ITY.

Council President Janet Gaston recused herself from this matter and left the room. Bentley Nolan moved, seconded by Council Member Nettie Davis, to acknowledge the selection of Cadence Bank by the Mississippi State Treasurer to serve as the municipal depository and to allow the Mayor to execute any and all agreements. Of those present, the vote was unanimous in favor. EXHIBIT A

ADJOURNMENT

There being no further business before the council, Council Member Rosie Jones moved, seconded by Council Member Bentley Nolan, to adjourn the meeting at 3:34 p.m. this the 29th day of January, 2026.

Janet Gaston
Janet Gaston, Council President

ATTEST:

Sandra Shumaker
Sandra Shumaker, Council Clerk

APPROVED

Todd Jordan
Todd Jordan, Mayor

02-04-2026
Date

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE 02/03/2026

SUBJECT: IN THE MATTER OF BILL PAY

Request:

Council Member Nettie Davis
Council Member Bentley Nolan
Council Member Rosie Jones

CHECK INFORMATION FOR COUNCIL MEETING
February 3, 2026

FUND	-CHECK NUMBERS
POOL CASH	**ID-439596-439865**
EFT	**50004133-50004154**
TWL ADJUSTMENTS	

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE February 3, 2026

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

Request:

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

ITEMS:

Mississippi Radio Group	$199.00	Black History Month Ad.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE February 3, 2026

SUBJECT: IN THE MATTER OF BUDGET AMENDMENT #3 FOR FY 2026. **KH**

Request:

Please review and approve amendment #3 which includes:

- To increase the General Fund Budget for the 2025 excess revenue over expenditures to be transferred to the Capital & Infrastructure Fund.
- To increase the General fund for the repairs to a police vehicle paid for with insurance claim funds. (1,584)
- To increase the Development Services for the annual maintenance due for the Open.Gov Software used by code enforcement.
- To increase the General Fund for the payment of comp time accrued for the Fire Department.
- To increase the CVB budget to transfer funds committed to the pool liner project at the Aquatics facility as well as the purchase of the Tupelo Hardware Building.
- To move funds from capital to maintenance within the Thoroughfare Fund Phase VII Fund and to budget for the completion of all projects in Phase VII.
- To budget for the transfer from the Municipal Reserve to assist with funding for the Barnes Crossing Connector Road project which was committed by Resolution.
- To increase the Capital and Infrastructure Fund for the donated funds from the Tupelo Sports Council to be used by Parks & Rec to purchase equipment.
- To budget for the Ballard Park Lake Project and the grants funds (LWCF) allocated for this project.
- To allocate funds for the professional fees ($5,000) for the conceptual project at CC Augustus.

ITEMS:
Amendment #3

City of Tupelo
Fy 2026 Budget Revision #3

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2026 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	9,921,044		9,921,044
Licenses & Permits	1,680,000		1,680,000
Intergovernmental Revenues	39,729,229		39,729,229
Charges for Services	814,500		814,500
Fines & Forfeits	598,000		598,000
Interest Income & Misc. Revenues	1,320,793	1,584	1,322,377
Other Financing Resources	315,000		315,000
Unreserved Fund Balance	-	2,526,719	2,526,719
Total General Fund Revenues	54,378,566	2,528,303	56,906,869

Purpose:

To budget for the 2025 excess revenue over expenditures to be transferred to the Capital Fund.

Expenditures:

City Council			
Personnel	340,513		340,513
Supplies	6,000		6,000
Other Services & Charges	242,600		242,600
Capital	-	-	-
Total City Council	589,113	-	589,113

Purpose:

Executive Dept.			
Personnel	1,083,614		1,083,614
Supplies	20,000		20,000
Other Services & Charges	292,850		292,850
Capital	-	-	-
Total Executive Dept.	1,396,464	-	1,396,464

Purpose:

City Court			
Personnel	1,065,998		1,065,998
Supplies	24,300		24,300
Other Services & Charges	108,377		108,377
Capital	-	-	-
Total City Court	1,198,675	-	1,198,675

Purpose:

APPENDIX H

	Original Budget	Amendment	Amended Budget
Finance Department			
Personnel	1,126,115		1,126,115
Supplies	25,600		25,600
Other Services & Charges	1,071,110		1,071,110
Capital	489,890	-	489,890
Total Finance Department	2,712,715	-	2,712,715
Purpose:			
Human Resources			
Personnel	325,212		325,212
Supplies	3,600		3,600
Other Services & Charges	165,800		165,800
Capital	-	-	-
Total Human Resources	494,612	-	494,612
Purpose:			
Development Services			
Personnel	1,402,844		1,402,844
Supplies	45,000		45,000
Other Services & Charges	270,000	40,065	310,065
Capital	-	-	-
Total Development Services	1,717,844	40,065	1,757,909
Purpose:			
Police Dept			
Personnel	10,919,339		10,919,339
Supplies	797,486		797,486
Other Services & Charges	2,901,642	1,584	2,903,226
Capital	394,305	-	394,305
Total Police Dept.	15,012,772	1,584	15,014,356
Purpose:	To use insurance funds from private policy to repair police unit.		
Fire Dept			
Personnel	7,890,156	225,006	8,115,162
Supplies	464,650		464,650
Other Services & Charges	367,700		367,700
Capital	10,000	-	10,000
Total Fire Dept.	8,732,506	225,006	8,957,512
Purpose:	For the payment of comp time banks.		

	Original Budget	Amendment	Amended Budget
Public Works			
Personnel	4,067,987		4,067,987
Supplies	413,500		413,500
Other Services & Charges	2,657,258		2,657,258
Capital	17,000	-	17,000
Total Public Works	7,155,745	-	7,155,745
Purpose:			
Parks & Recreation			
Personnel	2,218,524		2,218,524
Supplies	472,506		472,506
Other Services & Charges	1,285,461		1,285,461
Capital	15,000	-	15,000
Total Parks & Rec	3,991,491	-	3,991,491
Purpose:			
Aquatics Facility			
Personnel	512,820		512,820
Supplies	117,500		117,500
Other Services & Charges	530,000		530,000
Capital	10,000	-	10,000
Total Aquatics Facility	1,170,320	-	1,170,320
Purpose:			
Museum			
Personnel	144,933		144,933
Supplies	8,000		8,000
Other Services & Charges	34,900		34,900
Capital	4,000	-	4,000
Total Museum	191,833	-	191,833
Purpose:			
Community Services	1,121,773	-	1,121,773
Purpose:			
Debt Service	199,830	-	199,830
Other Financing Uses	8,692,873	2,261,648	10,954,521
Reserves	-	-	-
Total General Fund Expenditures	54,378,566	2,528,303	56,906,869

	Original Budget	Amendment	Amended Budget
Fund 102			
2% - Tourism Fund			
Revenues			
Intergovernmental Revenue	6,330,407		6,330,407
Federal Grants	-		-
Interest & Miscellaneous Income	212,000		212,000
Unreserved Fund Balance	33,743	3,000,000	3,033,743
Total Revenues	6,576,150	3,000,000	9,576,150
Expenditures			
Personnel Services	970,546		970,546
Supplies	21,500		21,500
Other Services & Charges	3,826,604	(287,980)	3,538,624
Capital Outlay	7,500	3,000,000	3,007,500
Other Financing Uses	1,750,000	287,980	2,037,980
Total Expenditures	6,576,150	3,000,000	9,576,150

Purpose:

Fund 335			
Special Levy Street Improvement Fund Phase VII			
Revenues			
Ad Valorem Taxes	6,570,945		6,570,945
Homestead Exemption	223,591		223,591
Interest & Misc Revenues	-	50,000	50,000
Other Financing Sources		6,578,000	6,578,000
Unreserved Fund Balance	3,004,107	4,560,300	7,564,407
Total Revenues	9,798,643	11,188,300	20,986,943
Expenditures			
Personnel Services	135,801	-	135,801
Other Services & Charges	800,000	1,710,054	2,510,054
Capital Outlay	8,862,842	9,478,246	18,341,088
Other Financing Uses	-	-	-
Total Expenditures	9,798,643	11,188,300	20,986,943

Purpose: To fund for the close out of Phase VII of the Major Thoroughfare Fund.

	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	172,000	186,500	358,500
Transfer from Other Funds	7,972,094	216,500	8,188,594
State Funds	1,250,000		1,250,000
Miscellaneous Income	4,150	44,000	48,150
Bond Proceeds	-		-
Unreserved Fund Balance	24,480,737	-	24,480,737
Total Revenues	33,878,981	447,000	34,325,981
Expenditures			
Other Services & Charges			
Maintenance Projects	1,009,549		1,009,549
Street Overlay	6,876,145		6,876,145
Neighborhood Revitalization	912,192		912,192
Traffic Calming	259,874		259,874
Contingies/Grant Matches	-	-	-
Total Other Services & Charges	9,057,760	-	9,057,760
Capital			
Infrastructure Improvements	15,430,975		15,430,975
Purchase of Property	152,565		152,565
Equipment	613,088	44,000	657,088
Building Improvements	6,434,946		6,434,946
Park Improvements	891,248	403,000	1,294,248
Vehicles	251,428		251,428
Police Vehicles/Equipment	834,815		834,815
Fire Equipment/Trucks	152,156		152,156
Contingencies(Grant Matches)	-	-	-
Total Capital	24,761,221	447,000	25,208,221
Other Financing Uses	60,000	-	60,000
Total Expenditures	33,878,981	447,000	34,325,981

Purpose: To budget for donated funds from the Tupelo Sports Council to be used by Parks & Rec for equipment purchases (44,000).
To budget for the Ballard Park Lakeshore Project (398,000).
To budget for professional fees for conceptual design of CC Augustus (5,000).

Fund-002			
Municipal Reserve			
Revenues			
Municipal Reserve Fund Balance	-	6,578,000	6,578,000
Total Revenues	-	6,578,000	6,578,000
Expenditures			
Other Financing Uses	-	6,578,000	6,578,000
Total Expenditures	-	6,578,000	6,578,000

Purpose: To fund Capital Expenditures to be reimbursed in future years as approved by Resolution.

	Voting
Councilman Chad Mims	Absent
Councilman Lynn Bryan	Aye
Councilman Travis Beard	Aye
Councilman Nettie Davis	Aye
Councilman Bentley Nolan	Aye
Councilman Janet Gaston	Aye
Councilman Rosie Jones	Aye

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk

AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE February 3, 2026

SUBJECT: IN THE MATTER OF CONTINUING DISCLOSURE FOR FY 2025 **KH**

Request:

Approval of the continuing disclosure agreement for FY 2025 with Butler Snow.

ATTACHED:
Agreement (including exhibit A)

BUTLER | SNOW

January 16, 2026

VIA E-MAIL AT KIM.HANNA@TUPELOMS.GOV

City of Tupelo, Mississippi
Attn: Kim Hanna, Chief Financial Officer
P.O. Box 1485
Tupelo, Mississippi 38804-1485

RE: City of Tupelo, Mississippi Fiscal Year 2025 Continuing Disclosure

Dear Kim:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Tupelo, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2025.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2025 to be filed on or before March 28, 2026.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be $3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP

Elizabeth Lambert Clark

By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF TUPELO, MISSISSIPPI

BY: _____
Mayor

Dated: 02-04-2026

cc: Ben Logan, Esq., City Attorney (Via email: ben.logan@tupeloms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the events have occurred with respect to the Bonds during fiscal year 2025:

1. Principal and interest payment delinquencies
2. Non-Payment related defaults, if material
3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event[1]
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation[2] of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material.*
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation[2] of the obligated person, any of which reflect financial difficulties.

CITY OF TUPELO, MISSISSIPPI

BY: Todd Jordan
Mayor

Dated: 02-04-2026

[1] For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

[2] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

AGENDA REQUEST

TO: Mayor and City Council

FROM: Stephen N. Reed, Assistant City Attorney

DATE January 28, 2026

SUBJECT: IN THE MATTER OF ADOPTION OF A TOW-TRUCK POLICY AND TO AUTHORIZE THE CHIEF OF POLICE TO EXECUTE AN AGREEMENT WITH TOWING COMPANIES FOR THE PURPOSE OF ENFORCING SUCH POLICY **SR**

Request:

This policy shall serve to regulate those towing companies that are to be used as a part of the Tupelo Police Department's uniform towing rotation. The towing rotation shall be used in the event a tow truck is needed by the Tupelo Police Department due to damaged or immobile vehicles, abandoned vehicles, seized vehicles, in the event of the arrest of a driver, recovered stolen vehicles, and other vehicle tows of a similar nature.

CITY OF TUPELO, MISSISSIPPI

TOWING SERVICE ROTATION POLICY AND AGREEMENT

ADOPTED FEBRUARY 3, 2026

This Towing Service Rotation Agreement, ("the Agreement"), is entered into this the day of _____, by and between the City of Tupelo, MS, a municipal corporation, ("the City"), and the _____ ("the Company")

WITNESSETH:

WHEREAS, the City of Tupelo, MS, desires to provide safe, dependable and cost-efficient towing services for city-initiated towing; and

WHEREAS, certain vehicles of the citizens of the City must be towed at the request and direction of the City; and

WHEREAS, towing service companies desire to be placed on a rotation list for city-initiated or requested tows;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City of Tupelo, MS, and the Company hereby agree as follows:

SECTION I - TERM

The term of this agreement shall be for a period of two (2) years, commencing on _____ and ending on _____, unless terminated sooner by either party as set forth in Section VIII below. The Agreement will automatically renew each year on the anniversary date of the Agreement unless either party notifies the other no sooner than 30-days before the renewal of their desire to not renew the Agreement.

SECTION II - REQUIREMENTS

1. **Legal Compliance:**
    a. The Company must comply with all applicable laws, regulations, policies and procedures of the United States, the State of Mississippi, and the City of Tupelo, MS, which may affect the performance of service under this agreement.
    b. The Company shall produce all permits as required by the Mississippi Public Service Commission and the Mississippi Department of Transportation (M.D.O.T.). The permit numbers must be displayed on the tow vehicles per M.D.O.T. regulations.
    c. The Company shall procure and maintain a privilege license and adhere to all other applicable requirements in the City of Tupelo MS Code of Ordinances and any amendments to the said ordinances.
    d. The Company must provide services to the entire City of Tupelo, MS.
2. **Facility:**
    a. The Company must have an administrative office and storage facility at the same location and located within the city limits of the City of Tupelo, MS.

The Company shall not share administrative offices or storage facilities with another towing company.

b. The office of the Company must be available for business a minimum of 5 days per week and staffed by a company employee during normal business hours (8:00 a.m. to 5:00 p.m.) or other appropriate daytime business hours Monday through Friday to allow for the retrieval of vehicles by their owner/operator or representative. Non-wrecked vehicles will have a 48-hour grace period before storage fees apply.

c. The office and storage facility must have proper sign identification in compliance with the Sign Ordinance for the City of Tupelo. The signage shall include the company's name, phone number and hours of operation posted in a manner visible to the public.

d. The storage facility must be capable of storing a minimum of fifteen (15) vehicles at any one time. At a minimum, the storage facility shall be surrounded by a six (6) foot chain link fence and capable of being secured by a locked gate or a building capable of being locked to prevent casual access.

e. The Company shall post a current City of Tupelo rotation price list in a manner clearly visible to all customers.

f. **Owner/ Operator:** No owner or operator shall be on the wrecker rotation list who has been convicted of a felony involving grand larceny, theft of property, or other similar theft offense, a sex offense, a drug offense, or convicted of a misdemeanor or felony involving either the use of force or violence, or criminal convictions of similar nature and seriousness which relates to the responsibilities of a towing service.

g. **Driver's License:** All drivers must have a valid and appropriate driver's license and commercial license and Department of Transportation card as needed.

3. **Insurance:** The Company agrees to maintain insurance coverage during the term of this agreement with reputable insurance companies licensed to do business in the State of Mississippi. Such policies shall name the City as an additional insured and shall not be subject to material change or cancellations except after a thirty (30) days' prior written notice from the insurer to the City is provided advising of any change. At all times during the term of this agreement, the Company shall cause copies of the declaration of policy to be deposited with the City.

    a. The required coverage is as follows:

        i. Comprehensive General Liability Insurance (including general automobile liability) with limits of not less than One Million Dollars ($1,000,000);

        ii. $100,000 on-hook coverage per vehicle;

        iii. Garage Keepers liability insurance of$100,000 per location.

4. **Dispatch Calls -** dispatch shall be available twenty-four (24) hours per day, seven (7) days per week. Calls shall not be transferred to a towing service outside of the approved rotation list.
5. **Response Time:** Response time shall be not more than thirty (30) minutes after the towing service receives the call from dispatch. The wrecker service will be given the necessary information needed to make a timely response; to include names of streets, the nature of the call and directions requested. The towing service shall determine the equipment that will be necessary to complete the tow.
6. **Inspections:** Each Company on the City Towing Services Rotation List shall be inspected by the City at least once a year. However, if complaints are received, the City may inspect more frequently to ensure compliance with the stated requirements.
    a. Each Company (office, storage lot and equipment) must be inspected prior to being placed on the towing rotation list. After the execution of this agreement, each Company shall have sixty (60) days to meet all requirements. A Company shall not be placed on the active towing rotation list until it has met all the requirements mentioned herein.
    b. Any Company failing an inspection shall be suspended from the towing rotation list until it has met all the requirements mentioned herein and shall further be subject to any other applicable penalty or remedy set forth herein.
7. **Temporary Removal:** A Company shall not request temporary removal from the rotation list except under extenuating circumstances, and it shall be solely within the discretion of the Tupelo Police Department to grant or deny such temporary removal.

SECTION III - APPLICATION AND SELECTION REQUIREMENTS

1. **Applications:** Each Company shall complete an application to be considered for a position on the Towing Service Rotation List. The application shall designate the following:
    a. Name, home address, and business address of applicant;
    b. Company's legal name;
    c. City of Tupelo MS Privilege License Number;
    d. A description of the company's office and the outside dimensions of the space that the applicant has available for storage.
    e. The number and types of wreckers, including a description and copy of title of each vehicle to be operated by the applicant. The City must be notified in writing of any changes in equipment.
    f. Any additional information as the City shall find reasonably necessary.
    g. Proof of insurance coverage described in Section II above.

h. The names and license numbers of all wrecker drivers employed by the Company. Each driver shall undergo a background check which shall be updated yearly.

2. Selection:

a. The Chief of Police shall designate a selection committee to review all applications for a position on the Towing Service Rotation List.

i. The committee shall interview all eligible applications and review all requirements and perform all inspections.

ii. The committee shall make a recommendation to the Chief of Police of those companies to be selected to be on the Towing Service Rotation List.

iii. The Chief of Police shall enter into agreements with those towing companies deemed suitable under the terms of this Agreement. No more than twelve (12) companies shall be included on the rotation list at any given time.

SECTION IV - EQUIPMENT REQUIREMENTS

1. **Equipment:** All vehicles on rotation for towing service must be primarily domiciled at the address listed on the Rotation List Application. Towing Service companies must have adequate and functional equipment to haul all makes and models of cars, vans, light trucks, mopeds, motorcycles, and medium duty trucks up to fifteen thousand (15,000) pounds.
2. The vehicles, buildings, equipment, clothing or correspondence of the Company shall in no manner indicate or imply any official relationship between the towing company and any law enforcement agency.
3. **Towing Requirements:** Each company shall have a minimum of two (2) towing vehicles; with at least one (1) flatbed and one (1) conventional (recovery) type towing vehicles. There shall be at least one (1), one-ton truck with a minimum of a 21-foot bed, with specifications and equipment as follows:

a. The factory recommended one-ton capacity dual wheels. Dummy dual wheels are prohibited.

b. A single line capacity power winch, winch line and boom with a minimum of one hundred (100) feet of three-eight (3/8) inch cable. The Company shall provide documentation of a factory rated or tested lifting capacity of not less than eight thousand (8,000) pounds from the factory or a qualified testing facility.

c. A rubber cradle and/or wheel lift attached to the tow vehicle is required to prevent any vehicle being hauled or towed from being further damaged by coasting, rocking, swinging, or slanting into the tow vehicle or any part thereof. A minimum of two (2) ten (10) foot safety tie down chains.

d. The Company shall adhere to all Mississippi Department of Transportation requirements for required equipment on the towing vehicle, including a

fire extinguisher and oil dry.

e. A flashing yellow or amber light shall be affixed above the top of the cabin of the towing vehicle; however, sirens are prohibited. Clearance and marker lights and all other equipment as required by law are required.

f. The name and telephone number of the tow service is to be permanently affixed and displayed in letters clearly visible from both sides of the vehicle. The letters for the name shall be at least four (4) inches in height and letters and numbers for the telephone shall be at least two (2) inches in height.

g. At the direction of the Tupelo Police Department, the wrecker driver shall clear the roadway of all debris left as a result of any damage to a motor vehicle.

SECTION V - ROTATION TOW LIST

1. The Rotation Wrecker List shall be maintained by the Tupelo Police Department.
2. A rotation wrecker **may be dispatched** for the following:
    a. Abandoned vehicles;
    b. When the driver of a vehicle is arrested;
    c. Vehicle Accidents;
    d. Recovered stolen vehicles;
    e. Parked vehicles in violation of traffic or parking laws;
    f. Other vehicle tows of a similar nature.
3. A rotation list wrecker **will not be dispatched** for the following:
    a. **Owner/Operator Initiated Request** - on occasion, when the officer arrives at the scene, the owner/operator may have already contacted a wrecker company for assistance. **This owner/operator-initiated request does NOT have to follow the city contract for prices for services.**
        i. The officer shall allow sufficient time (at least twenty-five (25) minutes) for the previously contacted wrecker service to arrive at the scene. If they do not arrive in the allowed time, the officer can initiate a City rotation wrecker request through dispatch. The dispatched Company will be required to follow the City contract for prices for service.
    b. **Non-preference heavy duty trucks** more than fifteen thousand (15,000) pounds. These calls will be made by the owner/operator of the vehicle. **This owner/operator-initiated request does NOT have to follow the city contract for prices for services.**
4. Procedure:
    a. The officer at the scene shall request dispatch to contact the next Company on

the towing rotation list to be dispatched. The officer shall not recommend or suggest any individual towing company or repair facility.

b. The officer shall complete a vehicle inventory on all City dispatched tows, when the driver or other responsible party of the vehicle being towed is not on the scene or is physically or mentally unable to accept responsibility for the vehicle. The officer should include information in his report regarding the vehicle being towed, its contents and condition, the towing service responding, the reason for the tow, the location the vehicle towed to and from and/or other similar information.

c. On each tow, the Company shall complete a wrecker sheet which outlines the basic fees charged by the Company for that call. This report may be on paper or electronic format.

d. In the event of damaged and/or immobile vehicles, the responding tow company shall, at its sole expense, fully clean and clear the roadway, shoulder, and adjacent affected areas of all debris associated with the accident, including but not limited to vehicle components, broken glass, spilled cargo, metal, plastic, and hazardous or petroleum-based fluids. The towing company shall utilize appropriate equipment and absorbent materials as necessary to restore the scene to a safe condition.

   The scene shall not be considered cleared until all visible debris has been removed and any remaining hazards have been properly mitigated to the satisfaction of the on-scene law enforcement officer or other authorized official.

e. No personal property in a vehicle shall be withheld from the owner of any towed vehicle for any reason except for property lawfully seized by any law enforcement agency.

f. A selected Company shall not have more than one (1) rotation slot. An already loaded wrecker shall not respond to a rotation call.

5. **Cancelation of a tow:**

   a. Unless the towing company does not respond within the 30-minute period or other special circumstances as noted by the officer the dispatched rotation will be allowed to complete the tow once dispatched.

1. **Complaints /Violations/ Appeals:**

   a. **Complaints:** All complaints must be duly investigated by the Tupelo Police Department. As part of this investigation, the complaint must be made by an individual willing to identify himself/herself to the investigating officer. The Company against whom such complaint is brought will be provided with a reasonable opport1mity to respond to the complaint.

      i. Violations will be classified as Major or Minor Violations (as outlined in this section).

      ii. A compliant for a Major violation **shall** result in the immediate

suspension of the Company from the wrecker rotation list during the investigation into the compliant.

iii. After concluding its investigation, the police department shall decide if the complaint constitutes a violation. The Company will be notified of the determination and any suspension/sanction, if applicable. The suspension/sanction of the Company shall be effective immediately upon notification to the Company by the police department.

b. **Major Violations:** The following lists provide examples of violations but is not an exhaustive list:

i. Violating or failing to meet the requirements in Sections II, III or IV of this agreement.

ii. Charge/Billing Violations: Seeking payment that exceeds allowable amounts under the towing price list or for those matters that are not listed, that unreasonably exceed the generally acceptable amounts charged by other companies on the rotation list.

iii. Failing to take a call and/or failing to meet the appropriate response time of thirty 30 minutes for a combined total of six (6) occasions within a six (6) month period. Failure to "take a call" includes the inability to accept a call because of a lack of adequate equipment or a "no answer" to a telephone call.

iv. Failure to cooperate with or unprofessional behavior toward an officer at the scene of a tow or at the wrecker facility.

v. Being found guilty of two (2) Minor Violations resulting in sanctions in any one (1) year period.

vi. Other similar violations, which are deemed Major in nature.

c. **Minor Violations:** The following list provides examples of violations but is not an exhaustive list:

i. Failure to clean up and remove debris resulting from the accident or tow.

ii. Unprofessional conduct or practices in dealing with the public at the scene of a tow or at the wrecker facility.

iii. Failure to maintain proper records as outlined in this agreement.

iv. Failing to take a call and/or failing to meet the appropriate response time of thirty (30) minutes for a combined total of three (3) occasions within a six (6) month period. Failure to "take a call" includes the inability to accept a call because of a lack of adequate equipment or a "no answer" to a telephone call.

v. Other similar violations, which are deemed Minor in nature.

d. **Penalties:**

i. Major Violation Penalties:

1. The first violation within an eighteen (18) month period will cause the Company to be suspended from the rotation list for thirty (30) days.

2. The second violation within an eighteen (18) month period will cause the Company to be suspended from the rotation list for ninety days (90) days.

3. The third violation within an eighteen (18) month period will cause the Company to be suspended from the rotation list for twelve (12) months.

4. If a Major Violation is deemed by the Chief of Police and the to be so severe in nature, the City reserves the right to suspend the Company and terminate this agreement, as outlined in this agreement.

ii. Minor Violation Penalties:

1. The first violation within an eighteen (18) month period will result in a written reprimand and/or cause the Company to be suspended from the rotation list for a period of five (5) days.

2. The second violation within an eighteen (18) month period will result in a written reprimand and cause the Company to be suspended from the rotation list for a period of thirty (30) days.

3. The third violation within an eighteen (18) month period will result in a written reprimand and cause the Company to be suspended from the rotation list for a period of sixty (60) days.

e. Appeals. An appeal of any decision finding a violation of the terms of this agreement may be made to the Tupelo City Council. Notice of the desire to appeal must be made to the Chief of Police within 14-days of receiving written notice of the violation, Failure to timely file this notice shall cause the decision to be final.

SECTION VI· TOWED VEHICLES

1. Any wrecker service that removes a motor vehicle at the request of the City and stores such vehicle shall seek the identity and address of the last known registered owner of such vehicle from the Tupelo Police Department.

2. If the stored vehicle is towed at the request of the City, the towing Company shall within ten (10) calendar days notify the owner by certified or registered mail of the location of such motor vehicle. In addition, a copy of the notice will be mailed or delivered to the Tupelo Police Department.

3. Each towing Company from the time it moves or otherwise contacts any

vehicle to be towed, assumes liability for injury to persons, damage to property, fire or theft resulting from the operator's negligent acts. It is the Company's responsibility to verify the contents and condition of the vehicle.

SECTION VII - RATES/ PRICE LIST

1. The fees attached to this Agreement as Appendix "A" apply only to dispatched tows from the Tupelo Police Department, by rotation. The Company shall charge no more than the rates contained in this price list which may be periodically updated. A final price list shall be posted in the customer lobby of the Company. The Company shall accept cash, credit, and debit as payment for services rendered to include storage fees. The company is allowed to charge miscellaneous fees related to the cost of doing business (i.e. credit card surcharges) or expenses related to the preservation of the vehicle in storage (i.e. covering of broken windows with plastic). All charges and fees shall be conspicuous to both the City and the vehicle owner(s).
2. The Company shall provide an invoice containing all information outlined in the sample wrecker sheet attached to this contract, upon request by the City.
3. The company will have a 48-hour grace period before charging storage on vehicles. Wrecked vehicles being held for insurance companies do not apply for this grace period.
4. The Company shall be responsible for any additional fees and expenses incurred because of the Company towing a vehicle to the wrong wrecker destination, unless said Company was directed to the wrong destination by the officer in charge, and such directions were documented.

VIII-TERMINATION, MODIFICATION, AND OTHER PROVISIONS

1. **Termination.** This agreement may be terminated by the Company upon the giving of thirty (30) days' written notice of such termination to the City. The City may terminate this agreement with or without cause, with thirty (30) days' written notice to the Company, and may also suspend or remove the Company from the Towing Rotation list for any reasons previously stated in this agreement.
2. **Modification or Amendment.** The parties acknowledge and agree that the City of Tupelo has no obligation to establish, maintain, or operate any towing rotation, and the City Council, upon recommendation by the Tupelo Police Department, may determine that it is no longer in the best interests of the City of Tupelo to maintain its current towing policy. In such event, the City may modify, amend, or end such policy, and consequently modify, amend, or end its participation in the subject agreement.
3. **Indemnification.** The Company agrees to indemnify and hold harmless the City, its elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, actions, damages, liabilities, losses, fines, penalties, judgments, expenses, and costs (including reasonable attorney's fees) arising out of or resulting from: (a) the acts, errors, omissions,

or negligence of the Company, its employees, agents, subcontractors, or representatives in the performance of towing or roadside services under this Agreement; (b) any damage to property or injury to persons caused in whole or in part by the Company's operations; or (c) the Company's failure to comply with any applicable law, regulation, or requirement. This obligation shall apply whether such claims arise during the term of this Agreement or thereafter and shall survive termination or expiration of this Agreement. The Company's indemnity obligations shall not apply to claims resulting solely from the negligence or willful misconduct of the City.

4. This agreement shall become effective one day after being executed by the duly authorized executive officer for the City of Tupelo, MS, or his/her designee.
5. The Company is an independent enterprise and is not, and shall not be deemed to be, an agent, employee, partner, or representative of the City for any purpose. The Company has no authority to bind the City to any obligation, agreement, or liability of any kind, and shall not represent to any third party that it possesses such authority. All work performed by the Company under this Agreement shall be carried out solely by the Company using its own employees, equipment, and methods, and the City shall not exercise control over the means, manner, or method of the Company's operations, except as specifically provided herein which are intended to enhance the health, safety and welfare of the citizens of the City of Tupelo, Mississippi.
6. **Governing Law.** This Agreement shall be governed by the laws of the State of Mississippi.
7. **Severability**. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable to the extent practicable.
8. **Notice.** Any notice required to be given under this agreement shall be in writing and sent by United States certified mail, return receipt requested to the party to whom the notice shall be given at the address set forth below:

CITY	COMPANY
John Quaka, Chief of Police	_____
400 North Front Street	_____
Tupelo, MS 38804	_____
(662) 841-6491	_____
John.quaka@tupeloms.gov	_____

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the Effective Date first written above.

[COMPANY]

By:_____

Its: _____

CITY OF TUPELO, MISSISSIPPI

By: _____

Its: _____

Appendix A

Model Fee Schedule for Light Rotations

- Custodial tow – person taken into custody by law enforcement, no accident
    - $250.00
- Accident tow – rotation due to a motor vehicle accident or other event causing the vehicle to be otherwise immobile (this includes clean up fees)
    - $550.00 flat rate
- Abandoned vehicle – a vehicle that has been left on a public roadway that has met the notification criteria of marking by law enforcement
    - $250.00
- Special circumstances tow – accident involving a higher level of difficulty in order to tow the vehicle (off roadway/ in a body of water/ other circumstances that can be explained)
    - +$150.00
- Inclement weather tow – occurs during winter weather conditions
    - +$350.00

Storage fee – a set fee that wreckers can charge for storing a vehicle on their premises of $50.00 per day. (Fee will be charged only after a vehicle has been on the lot for 48 hours, for non-wrecked vehicles, after the wrecker company takes custody.)

This policy is intended to set the maximum charges a wrecker service can charge while operating on the Tupelo Police wrecker rotation list. Companies are free to charge less if desired.

AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE January 28, 2026

SUBJECT: IN THE MATTER OF REJECTING BID #2026-009PD – 3 DODGE DURANGOS **JQ**

Request:

Please accept this letter of request to reject Bid # 2026-009PD for 3 Dodge Durango Police Vehicles due to having no non-priced proposals for equipment.

REQUEST FOR
Unpriced Technical Proposals
To provide

THREE (3) NEW 2026 DODGE DURANGO PURSUIT (V6 AWD) FOR TUPELO POLICE DEPARTMENT

Bid # 2026-009PD

A Reverse Auction for
The City of Tupelo, Mississippi

Publication Dates: January 6, 2026 and January 13, 2026
Un-Priced Responses Due: January 26, 2026
Reverse Auction: January 30, 2026

ADVERTISEMENT FOR PROPOSALS

Notice is hereby given that the City of Tupelo will receive unpriced technical proposals to prequalify vendors for:

THREE (3) NEW 2026 DODGE DURANGO PURSUIT (V6 AWD)
FOR TUPELO POLICE DEPARTMENT

Bid # 2026-009PD

The deadline for receipt of unpriced technical proposals is **January 20, 2026, at 2:00 PM**, local time. Unpriced proposals, including the Specification Response Form and all other documents, shall be submitted electronically at www.centralbidding.com.

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, unpriced technical proposals are evaluated for potential acceptability based upon pre-determined criteria. In Phase Two, only those bidders whose technical proposals are determined acceptable shall be invited to provide priced bids for consideration. The City of Tupelo encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website www.centralbidding.com. Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **2:00 PM on January 26, 2026,** per the detailed bid instructions. Unpriced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on January 30, 2026, at 10:00 AM.** The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. Pricing will only be accepted from qualified bidders during the reverse auction process. For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively ensure that, in any contract entered unto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

Kim Hanna
City of Tupelo
CFO

Publishing Dates: January 6, 2026 and January 13, 2026

INFORMATION FOR BIDDERS

THREE (3) NEW 2026 DODGE DURANGO PURSUIT (V6 AWD) FOR TUPELO POLICE DEPARTMENT

Bid # 2026-009PD

I. General Bidder Requirements/Information

The City of Tupelo is looking to purchase:

THREE (3) NEW 2026 DODGE DURANGO PURSUIT (V6 AWD) FOR TUPELO POLICE DEPARTMENT

The City of Tupelo will accept un-priced proposals for pre-qualification until **January 26, 2026, at 2:00 PM**, local time. The unpriced specification responses may be submitted electronically at www.centralbidding.com. The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **January 30, 2026, at 10:00 AM**, local time. All unpriced proposals must be equal in performance and quality to the specifications.

1. The City of Tupelo reserves the right to reject any and all bids, to waive any informalities in the bid, or award the bid to whomsoever they may choose.
2. The specifications, as stated, are minimum requirements and may be exceeded by the bidder. Additional consideration may be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. A manufacturer's part or item numbers may be shown only to describe the item and to determine the level of acceptable quality. Other manufacturer's "equal" items may be bid. The acceptance of "equal" items lies with the City of Tupelo whose decision shall be final. All items shall be delivered FOB to the location specified on the purchase request in Tupelo, Mississippi.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. Delivery will be a consideration in the awarding of this bid.
6. The burden of proof of specifications is the responsibility of the bidder.
7. The City of Tupelo will reject any and all bids that include an escalation charge or clause (including fuel surcharges).

II. BID PROCESS

THIS IS A MULTI-STEP PROCUREMENT PROJECT TO BE COMPLETED IN TWO SEPARATE PHASES.

Phase One is the solicitation and receipt of unpriced technical proposals for consideration. Deadline for receipt of technical proposals is January 26, 2026**, at 2:00 PM CST.**

Phase Two is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based upon their approved technical proposal. If your unpriced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and assigned a username and password for access to the online bidding site by Central Bidding. Central Bidding can be contacted at www.centralbidding.com or by calling 225-810-4814. The reverse auction will begin on January 30, 2026**, at 10:00 AM CST**.

III. SUBMISSION OF UNPRICED TECHNICAL PROPOSALS

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this product. Proposals shall contain all documentation as listed in the instructions to bidders.

It is understood that bidders who submit proposals have read, understood and accepted these

specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of sixty (60) days from the opening date. The City of Tupelo is a Tax-Exempt Government Entity.

To be considered, unpriced technical proposals must be signed by an owner or authorized officer or manager of the bidding company. It is the bidder's responsibility to ensure timely and complete proposals are received with all required documentation included. Late and/or incomplete proposals will not be considered.

If you are selected to receive an invitation to provide priced bids, complete instructions for submitting priced bids shall be provided in the invitation.

IV. QUESTIONS

Failure to examine any specifications and instructions will be at the bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing, and addressed to the following:

General questions regarding this request should be directed to Kim Hanna, CFO, at the City of Tupelo Finance Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6513. Email: kim.hanna@tupeloms.gov

For questions concerning the technical specifications, prospective bidders may contact Patrick Johnson at the City of Tupelo Police Department at 662-841-6542 or patrick.johnson@tupeloms.gov.

For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814.

No oral explanations by any member of the City of Tupelo nor City of Tupelo staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda.

V. INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS

The following information applies to all proposals. The documents listed below must be included in your unpriced response. The preferred method for receiving responses is via electronic submission at www.centralbidding.com.

UNPRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

Log in www.centralbidding.com and preform the following steps:

A. Find the reverse auction you wish to take part in by doing one of the following:
    a. Search for the title of the auction via the Search bar on the main Central Bidding page.
    b. Click on the "Bids by Agency" icon on the main page, then select the City of Tupelo's page from the list, then click on the title of the auction in their list.
B. Once you have found and are viewing the reverse auction listing, select the **Place a Solicitation** button.
C. On the next page, enter all required by the owner of the auction (PDF files are recommended).
D. Select the **Next** button to be taken to a preview screen of the information you're submitting.
E. Enter your private key (Central Bidding password) into the Password field, then click the **Submit** button.
F. Once submitted and the solicitation period has ended, the owner of the reverse auction will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: If your solicitation was approved, you will be sent an approval email as soon as it has been approved.*

The following items should be included in the electronic submission:

1. Submission Cover Letter (Form A)
2. Completed Response Form (Form B)
3. Product Brochures
4. Warranty Information
5. Any other information the vendor would like for the City of Tupelo to consider.

VI. PROPOSAL OPENING

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received. From that point forward, proposals will be considered under advisement. The City of Tupelo may conduct written or oral discussions with potential bidders.

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Un-priced proposal openings shall be conducted any time after they are received. From that point forward, unpriced proposals will be considered under advisement. The City of Tupelo may conduct written or oral discussions with potential bidders. The City of Tupelo reserves the right to determine responsive offers or proposals, waive minor informalities in the process, reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to The City of Tupelo.

It is understood that bidders who submit proposals have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. Proposal modifications, alterations or corrections received after the closing time specified shall not be considered. Proposals must remain valid for a minimum of 60 days from the opening date. The City of Tupelo is a Tax-Exempt Government Entity.

If you are selected to receive an invitation to provide priced bids, complete instructions for participation in the reverse auction and submitting priced bids shall be provided in the invitation.

VII. REVERSE AUCTION

Vendors submitting their unpriced proposals before the bid deadline and meeting the minimum specifications will be invited to participate in the Online Reverse Auction. The reverse auction will begin on **January 30, 2026, at 10:00 AM CST**. Full instructions regarding registering for the reverse auction will be included in the invitation.

The Online Reverse Auction is an auction event in which bidders submit pricing in a decreasing manner. In the City of Tupelo Reverse Auctions, all bidders will be able to see and consider their competitors' bids and decide if additional bidding is necessary on their part.

There is no advantage for a bidder to wait until near closing time of the auction to place a bid. Any bid placed during the last 5 minutes of the bidding time window will cause an automatic 5-minute extension of time. Each additional bid after that will cause another 5-minute extension, and will continue until 5 minutes have gone by without a bid. At that point, the system will shut down and the auction will end.

More information regarding the live Reverse Auction event will be provided in the invitation to participate

FORM A

Submission Cover Letter for
Unpriced Technical Proposals

THREE (3) NEW 2026 DODGE DURANGO PURSUIT (V6 AWD)
FOR TUPELO POLICE DEPARTMENT

Bid # 2026-009PD

The undersigned proposes to provide equipment as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below:

If, after reviewing all vendor submissions, the City of Tupelo decides to invite _____(your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on January 30, 2026, **at 10:00 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

It is understood that we have only one opportunity to submit an unpriced technical proposal. We affirm that we have read and understood this request for unpriced technical proposals and understand that Phase Two must be completed before the items are awarded. We understand that any missing information or documents required by the BID may be cause for rejection of the proposal.

We acknowledge that the City of Tupelo has the sole discretion and authority to determine whether our proposed commodity meets the specifications issued and if it will meet the requirements and needs of the City of Tupelo. We understand that the City of Tupelo may or may not invite our participation in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement.

If we are invited by the City of Tupelo to participate in Phase Two (REVERSE AUCTION – Priced Bids) of this procurement, the invitation should be directed to:

Printed Name _____

Title _____

Company Name _____

Email _____

Phone _____

FORM B

SPECIFICATION RESPONSE FORM

THREE (3) NEW 2026 DODGE DURANGO PURSUIT (V6 AWD) FOR TUPELO POLICE DEPARTMENT

Bid # 2026-009PD

The undersigned proposes to furnish **THREE (3) NEW 2026 DODGE DURANGO PURSUIT (V6 AWD)** for the Tupelo Police Department, which meet the specifications provided. The undersigned certifies that the minimum specifications, terms, and conditions contained in this BID have been considered and understood. By submitting a response, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

Please check '✓' each line item – confirming specifications listed will be met.

THREE (3) NEW 2026 DODGE DURANGO PURSUIT (V6 AWD)				
ITEM	**MINIMUM SPECIFICATIONS** *Specifications modeled after DODGE CHARGER PPV V8*	**ACKNOWLEDGE** YES	NO	**VARIANCE**
1.1	ENGINE: 3.6 V6 24V VVT ENGINE COLOR: BLACK			
1.2	DRIVETRAIN: ALL WHEEL DRIVE 8 SPEED AUTOMATIC 850RE TRANSMISSION			
1.3	**FUNCTIONAL SAFETY FEATURES** BLIND SPOT MONITORING WITH TRAILER DETECTION DURANGO PURSUIT VEHICLE INSTRUMENT PANEL MOUNTED ELECTRONIC SHIFTER UPFITTER ELECTRONIC MODULE (VSIM) POLICE ABS 4 WHEEL HEAVY DUTY DISC BRAKES POLICE TUNED SUSPENSION ENGINE HOUR METER EQUIPMENT MOUNTING BRACKET SECURE PARK PACKAGE POLICE MINI-CONSOLE BLACK VINYL FLOOR COVERING ADDITIONAL KEY FOBS 130-MPH MAX. SPEED CALIBARATION AUXILIARY SWITCHES ADVANCED MULTI STAGE FRONT AIR BAGS SUPPLEMENTAL SIDE CURTAIN ALL ROW AIR BAGS SUPPLEMENTAL FRONT SEAT MOUNTED SIDE AIRBAGS PARKVIEW REAR BACK UP CAMERA PARKSENSE REAR PARK ASSIST WITH STOP BLIND SPOT AND CROSS PATH DETECTION 4 WHEEL TRACTIOIN CONTROL ENHANCED ACCIDENT RESPONSE SYSTEM CLASS IV RECEIVER HITCH ELECTRONIC STABILITY CONTROL 24.6 GALLON FUEL TANK REMOTE KEYLESS ENTRY PUSH BUTTON START 220 AMP ALTERNATOR SPOT LAMP WIRING PREP			

THREE (3) NEW 2026 DODGE DURANGO PPV (V6 AWD)				
ITEM	MINIMUM SPECIFICATIONS	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.4	**INTERIOR FEARTURES** UCONNECT 5 NAV WITH 10.1 INCH TOUCH SCREEN APPLE CARPLAY GOOGLE ANDROID AUTO SIRIUS XM 360L WITH 3 MONTHS SUBSCRIPTION INTEGRATED VOICE COMMAND STEERING WHEEL MOUNTED AUDIO CONTROLS 8 WAY POWER DRIVER AND MANUAL PASSENGER SEATS 4 WAY POWER LUMBAR ADJUSTABLE DRIVER SEAT A/C WITH 3 ZONE AUTOMATIC TEMPERATURE CONTROL TILT / TELESCOPE STEERING COLUMN TIRE PRESSURE MONITORING DISPLAY			
1.5	**EXTERIOR FEATURES** 18 INCH X 8INCH BLACK STEEL WHEELS BRIGHT HUB CAPS 255/60/R18 BSW ON/OFF ROAD TIRES FULL SIZE SPARE TIRE WITH MATCHING WHEEL HEATED EXTERIOR MIRRORS REAR WINDOW WIPER / WASHER			
1.6	**OPTIONAL EQUIPMENT** CLOTH FRONT BUCKET SEATS WITH VINYL REAR SEAT CUSTOMER PREFERRED PACKAGE 2BZ DEACTIVATE REAR DOORS / WINDOWS ENTIRE FLEET ALIKE KEY (FREQ 2) BLACK LEFT LED SPOT LAMP SECURITY ALARM			

GENERAL BIDDER'S REQUIREMENTS			
MINIMUM SPECIFICATIONS	**ACKNOWLEDGE**		**VARIANCE**
	YES	**NO**	
Delivery - The successful bidder will deliver fully assembled vehicles to Tupelo Police Department within _15_ days of the date of the City's acceptance of the lowest and best bid. The Bidder is to notify the City of Tupelo of any delays in delivery extending beyond two (2) weeks from the Final Anticipated Delivery Date stated in this document. Failure to coordinate major delays in delivery with the City of Tupelo designated personnel shall release the City of Tupelo of this purchase order contract.			
All items must be as specified or approved equal by the City of Tupelo.			

SPECIFICATION RESPONSE FORM CHECKLIST *Please include all below documents in order for your Specification Response Form to be considered:*			
ITEM	**ACKNOWLEDGE**		**VARIANCE**
	YES	**NO**	
Vehicle Specifications Included			
Form A (Submission Cover Letter) Included			
Form B (Specification Response Form) Included			
Written Warranty Information/Service Information Included:			
If your product meets specifications and you are approved to participate in the reverse auction, you will be given full details regarding participation in the reverse auction.			

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to either contact City of Tupelo at 662-841-6456 or kim.hanna@tupeloms.gov at least one day prior to the specification response deadline or the reverse auction date.

VEHICLE INFORMATION

Make/Model _____

Year:_____ Color _____

Engine _____

BIDDER INFORMATION

Company _____

Physical Address _____

Billing Address _____

City_____State_____Zip _____

Phone_____Email _____

Authorized Agent Name _____

Title _____

Signature _____

AGENDA REQUEST

TO: Mayor and City Council

FROM: John Quaka, Chief

DATE January 28, 2026

SUBJECT: IN THE MATTER OF UNMARKED VEHICLES RESOLUTION **JQ**

Request:

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

63 total unmarked vehicles

RESOLUTION

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

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

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

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

Description	**Location**	**Vin Number**
#EOD-6 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC2FR704702
#EOD-1 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC0FR708005
#22 2021 Dodge Durango(Silver)	Detectives	1C4RDHFG9MC640663
#34 2005 Ford Crown Victoria	Admin	2FAFP71W35X119080
#03 2006 Ford Crown Victoria	Admin	2FAFP71W46X133426
#02 2006 Ford Crown Victoria	Negotiator	2FAFP71W66X133427
#32 2006 Ford Crown Victoria (Gray)	Detectives	2FAFP71WX6X133429
#8637 2023 Ford Explorer (White	SOG	1FM5K8AC1PGB68637
#51 2006 Ford Crown Victoria	SWAT	2FAFP71W66X133430
#72 2012 Ford F-150 (Gray)	PAL	1FTFX1CT7CKD45102
#36 2011 Chevrolet Tahoe Police	K9	1GNLC2E08BR377691
#EOD-5 2013 Chevy Tahoe	SOG	1GNLC2E07DR159941
#53 2007 Ford Crown Victoria	SWAT	2FAFP71W87X149016
#07 2020 White Ford Explorer	SRO	1FMSK7DH6LGC22724
#42-008 2008 Ford F150 Pickup truck (Gray)	Admin	1FTRX12W68KC86852
#47 2008 Ford Crown Victoria (Dark Gray)	SWAT	2FAFP71V8X149835
#79 2008 Ford Crown Victoria	Detectives	2FAFP71V98X152712
#65 Chevrolet Suburban	Admin	1GNFC16J87J228346
#90 2016 Ford Police Interceptor (Gray)	Detectives	1M5K8AR4BBD05963
#EOD-8//2015 Ford F-250	EOD	1FT7W2B68FEB19517

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

63 Total Unmarked PD Vehicles

John Quaka

Chief John Quaka, Tupelo Police Department

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

Council Member Ward 1 Mims	Absent
Council Member Ward 2 Bryan	Aye
Council Member Ward 3 Beard	Aye
Council Member Ward 4 Davis	Aye
Council Member Ward 5 Nolan	Aye
Council Member Ward 6 Gaston	Aye
Council Member Ward 7 Jones	Aye

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the request is well taken and that the above listed law enforcement vehicles are hereby declared exempt from the marking requirements of Section 25-1-87, on this the 3rd day of February, 20___

City of Tupelo, MS

Janet Gaston

Janet Gaston, Council President

Attest:

Sandy Shumaker

Sandy Shumaker, Clerk of the Council

Todd Jordan

Todd Jordan, Mayor

02-04-2026

Date

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE January 28, 2026

SUBJECT: IN THE MATTER OF APPROVAL OF CHANGE ORDER # 3 (SCO) FOR THE TWL VERONA LS/GSL & FEEMSTER LAKE GSL REPLACEMENT (BID NO. 2024-046WL) ARPA **JT**

Request:

Approval of the attached change order:

TWL Verona LS/GSL & Feemster Lake GSL Replacement – Enscor, LLC – Change Order # 3 & Summary - This change order shows a deduct amount of ($16,298.95) based on final quantities. This change order brings the total contract amount to $887,001.05.

SUMMARY CHANGE ORDER

CCE# 3-10120 CHANGE ORDER NO. 3 (SCO)
BID# 2024-046WL

OWNER: City of Tupelo

PROJECT: TWL Verona LS/GSL & Feemster Lake GSL Replacement

CONTRACTOR: ENSCOR, LLC

The following changes to the project timeline are recommended for the reasons stated:

Quantles are adjusted for this summary change order to reconcile final quantities actually installed. The completion date is being adjusted for the warranty period to begin on the date that the repaired pump was placed back in service.

Attachments: Summary Change Order Tabulation

TOTAL ADDITIVE: $ (16,298.95)

It is further understood and agreed that this modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly or indirectly attributable to the change order herein, of all delays related thereto, and for performance of the changes within the time.

Estimated Cost-Per Contract Dated 8-8-24:	$	903,300.00
Previously Approved C.O.'s Add (Deduct):	$	-
Previous Contract Total:	$	903,300.00
Estimated Amount - This C.O. Add (Deduct):	$	(16,298.95)
CONTRACT TOTAL:	$	887,001.05

Approved: 1/26/26
DATE

Cook Coggin Engineers, Inc.

Notice to Proceed Date	12/2/2024
Original Contract Time:	120
Original Completion Date	4/1/2025
Previously Approved C.O.'s Add (Deduct):	120
Previous C.O.'s Completion Date:	7/30/2025
This C.O. Add (Deduct):	167
THIS C.O. PROJECT COMPLETION DATE:	1/13/2026

Approved:
DATE

City of Tupelo

Approved: 1/22/26
DATE

ENSCOR, LLC

APPENDIX A

Summary Change Order Tabulation

		Unit	Unit Price	Previous Qty	SCO Qty	Difference	Price Adjustment
LS IMPROVEMENTS							
1	Verona Duplex LS (Includes Removal of Existing Equipment and Building, New Wet Well, Electrical, Control Panel with VFDs, Equipment, Site Work, Valve Vault, Piping, Valves, and Appurtenant Items)	LS	$ 250,000.00	1	1.0000	0	$ -
GSL IMPROVEMENTS							
2	Temporary Silt Fence	LinFt	$ 3.50	1,000	1,000	0	$ -
3	Wattles	LinFt	$ 15.00	300	300	0	$ -
4	Seeding & Mulching	LinFt	$ 2.00	1,000	1,000	0	$ -
5	Select Borrow Material	CuYd	$ 20.00	550	280	-270	$ (5,400.00)
6	Crushed Stone Foundation Stabilization	CuYd	$ 90.00	80	80	0	$ -
7	Crushed Stone Temporary Surface & Base	CuYd	$ 90.00	65	60.06	-4.94	$ (444.60)
8	Bituminous Resurfacing (In-Place Measure)	SqYd	$ 45.00	200	234	34	$ 1,530.00
9	200lb RipRap	Ton	$ 65.00	40	41	1	$ 65.00
10	Clearing and Grubbing	LS	$ 104,000.00	1	1	0	$ -
11	Post Construction CCTV Inspection	LinFt	$ 2.00	3,500	3,654	154	$ 308.00
12	48" Manhole Vented Lid (0'-6')	Each	$ 5,000.00	12	12	0	$ -
13	48" Manhole Sealed Lid (0'-6')	Each	$ 6,000.00	1	1	0	$ -
14	48" Manhole Extra Depth	VertFt	$ 300.00	21	19.34	-1.66	$ (498.00)
15	Tie-In to Existing Manhole	Each	$ 7,500.00	1	2	1	$ 7,500.00
16	Manhole Removal	Each	$ 1,000.00	9	9	0	$ -
17	Manhole Abandonment in Unpaved Area	Each	$ 1,000.00	3	3	0	$ -
18	Manhole Abandonment in Paved Area	Each	$ 2,000.00	1	1	0	$ -
19	Bypass Pumping (Allowance)	LS	$ 30,000.00	1	0.64	-0.36	$ (10,800.00)
20	8" SDR 26PVC Gravity Sewer Line (0'-6' Cut)	LinFt	$ 75.00	590	670.16	80.16	$ 6,012.00
21	8" SDR 26PVC Gravity Sewer Line (6'-8' Cut)	LinFt	$ 80.00	700	590.01	-109.99	$ (8,799.20)
22	8" SDR 26PVC Gravity Sewer Line (8'-10' Cut)	LinFt	$ 85.00	705	778.01	73.01	$ 6,205.85
23	8" SDR 26PVC Gravity Sewer Line (10'-12' Cut)	LinFt	$ 90.00	280	115.8	-164.2	$ (14,778.00)
24	10" DIP Gravity Sewer Line (0'-6" Cut)	LinFt	$ 105.00	1,675	1,675	0	$ -
25	Concrete Saddle Supports	Each	$ 5,000.00	2	2	0	$ -
26	4" PVC Service Line, Sch. 40	LinFt	$ 40.00	40	110	70	$ 2,800.00

SCO Change in Contract Amount: $ (16,298.95)

APPENDIX A

AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE January 29, 2026

SUBJECT: IN THE MATTER OF AWARD OF BID # 2026-001WL – ELECTRIC LINE RIGHT-OF-WAY CLEARANCE SERVICES **JT**

Request: **W&L CHANGED THIS REQUEST TO "REJECT" THE BID 2-3-26**

I recommend the following bid award for consideration at your regular meeting on Tuesday, February 3, 2026:

Bid No. 2026-001WL – ROW Line Clearance to the low qualified bid submitted by ROW Pro, LLC with the following explanation:

> Although the lowest bid was submitted by Yellow Creek Tree and Land Management, LLC, the references provided by the owner could not give a reference for their work on energized power lines. All the work done for these references was in the scope of clearing land for the construction of a new power line. This bid requires right-of-way clearance around energized power lines (primary and secondary) on customer properties.
>
> For this reason, I request this bid be awarded to ROW Pro, LLC. ROW Pro, LLC has performed this work for Tupelo Water & Light Department previously and have done a great job working with our customers and our crews as needed.

Thank you for your cooperation and if you have any questions, please call upon me.

Bidders:	Bid Price: (Based on 40\hr work week)
Yellow Creek Tree & Land Management, LLC – Dickson, TN	$10,184.00
ROW Pro, LLC – Blue Springs, MS	$12,200.00
Killen Contractors – Brandon, MS	$16,724.00
B&H Tree Service – Amory, MS	$18,520.00
Looks Great Services of MS – Columbia, MS	$20,536.00
Good Hope Recovery, LLC – Natchez, MS	$24,920.00
Homeland Contracting Services – Columbus, NC	$28,511.20

APPENDIX N

TUPELO WATER & LIGHT DEPARTMENT
BID NO. 2026-001WL - Opened January 20, 2026

Item	Product	Vendor R.O.W. Pro, LLC Blue Springs, MS	Looks Great Services of MS Columbia, MS	Killen Contractors Brandon, MS	Homeland Contracting Svcs Columbus, NC	Good Hope Recovery, LLC Natchez, MS	B&H Tree Service Amory, MS	Yellow Creek Tree & Land Mgmnt Dickson, TN
Electric Line Right-of-Way Clearing Services								
	Labor (Hourly Rate)							
	Straight Time:							
1	Working Supervisor	$40.00	$74.25	$58.30	$45.00	$77.00	$25.00	$30.80
2	Working Foreman	$35.00	$69.49	$52.50	$35.00	$65.00	$20.00	$25.30
3	Trimmer	$25.00	$59.50	$48.80	$27.00	$60.00	$18.00	$23.10
4	Groundman	$20.00	$48.16	$45.00	$25.00	$56.00	$15.00	$20.09
	After-Hours:							
5	Working Supervisor	$60.00	$96.14	$83.95	$81.00	$108.00	$37.00	$46.20
6	Working Foreman	$52.50	$91.01	$78.25	$63.00	$80.00	$30.00	$37.95
7	Trimmer	$37.50	$77.08	$69.70	$48.60	$78.75	$27.00	$34.65
8	Groundman	$30.00	$61.44	$64.00	$45.00	$75.00	$22.00	$30.14
	Equipment (Hourly Rate)							
	Straight-Time							
9	Bucket Truck	$70.00	$50.00	$60.00	$124.48	$85.00	$85.00	$29.00
10	Chipper Truck	$20.00	$30.00	$55.00	$90.00	$70.00	$75.00	$37.81
11	Aerial Lift	$70.00	$65.00	$15.00	$88.51	$65.00	$65.00	$22.00
12	Pickup Truck	$10.00	$25.00	$22.00	$57.96	$42.00	$25.00	$11.00
13	Chipper	$10.00	$15.00	$15.00	$117.21	$42.00	$55.00	$9.00
14	Power Saw	$5.00	$2.00	$1.50	$30.81	$6.00	$15.00	$1.50
15	Tractor & Bush Hog	$0.00	$75.00	$45.00	$71.81	$55.00	$65.00	$45.00
	Equipment (Hourly Rate)							
	After-Hours:							
16	Bucket Truck	$90.00	$50.00	$60.00	$224.06	$85.00	$130.00	$34.00
17	Chipper Truck	$40.00	$30.00	$55.00	$162.00	$70.00	$115.00	$42.81
18	Aerial Lift	$90.00	$35.00	$15.00	$159.32	$65.00	$105.00	$27.00
19	Pickup Truck	$30.00	$25.00	$22.00	$104.33	$42.00	$65.00	$13.00
20	Chipper	$30.00	$15.00	$15.00	$210.98	$42.00	$90.00	$12.00
21	Power Saw	$25.00	$2.00	$1.50	$55.46	$6.00	$15.00	$2.00
22	Tractor & Bush Hog	$0.00	$75.00	$45.00	$129.26	$55.00	$100.00	$50.00
	HOURLY TOTAL							
	Straight-Time	$305.00	$513.40	$418.10	$712.78	$623.00	$463.00	$254.60
	After-Hours	$462.50	$528.10	$495.15	$1,265.01	$701.75	$728.00	$321.94
	40-Hour Week	$12,200.00	$20,536.00	$16,724.00	$28,511.20	$24,920.00	$18,520.00	$10,184.00

TUPELO WATER & LIGHT DEPARTMENT
BID NO. 2026-001WL - Opened January 20, 2026

Item	Product	Vendor R.O.W. Pro, LLC Blue Springs, MS	Looks Great Services of MS Columbia, MS	Killen Contractors Brandon, MS	Homeland Contracting Svcs Columbus, NC	Good Hope Recovery, LLC Natchez, MS	B&H Tree Service Amory, MS	Yellow Creek Tree & Land Mgmnt Dickson, TN
Electric Line Right-of-Way Clearing Services								
	Additional Available							
	Equipment (Hourly Rate)							
	112' Crane (65-Ton)	$300.00						
	Skid-Steer	$125.00						
	70-yard Loader Truck	$100.00						
	Sky Trimmer		$70.00					
	Skidsteer		$85.00					
	Grapple Truck (60 Yard)		$85.00					
	Skid Steer w/Brush Cutter			$75.00				
	Skid Steer w/Grapple			$35.00				
	Mini-Skid Steer w/Grapple			$15.00				
	Self Loading Grapple Truck			$35.00				
	Grapple Truck (68 Yard)				$296.48			
	Bobcat T880 w/Forestry Mulcher				$209.14			
	Bobcat E88 w/Forestry Mulcher				$264.08			
	Jarraff					$95.00		
	Brush Cutter for Skid Steer					$25.00		
	Mulcher for Skid Steer					$32.00		
	Excavator w/Grapple Saw					$90.00		
	Bobcat Skid Steers						$70.00	
	Caterpillar Skid Steer w/Mulcher						$90.00	
	Freightliner Altec 55' Reach						$85.00	
	Peterbuilt TM125 w/130' working height						$125.00	
	Caterpillar Excavator						$125.00	
	Grapple Truck (35 cu yds)							$69.00
	Excavator w/Mulching Head							$100.00
	Skid Steer w/Mulching Head							$100.00

Minute Entry Sign Up Sheet

Date: 1/20/2026

Time: 10:00 AM

Bid # 2026-001WL

Department: Water & Light

Project: ROW Line Clearing

Attandance	Company
Cade Lentz	COT
[illegible]	COT
Kim Hanna	COT

Specifications and Proposal

For

Electric Line Right-of-Way Clearing Services

Bid No. 2026-001WL

Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

APPENDIX N

ADVERTISEMENT FOR BIDS

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

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

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

Any questions regariding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193 or admin@phbidding.com.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

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

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

I. SCOPE OF WORK

The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner/Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

II. SPECIFICATIONS

TREE TRIMMING REQUIREMENTS

A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.

B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.

C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:

D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

TREE REMOVAL

E. All tall growing tree species less than 6" in diameter at the height of 4'-6"above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6"feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

F. Removal Criteria shall be as follows:

1. Undesirable fast-growing tree species.
2. Trees which cannot be economically re-trimmed because of rapid re-growth.
3. Trees which are left unsightly because of excess trimming.

4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).

G. Trees will be removed as close to ground level as possible.

H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.

I. Stumps that are capable or re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.

J. Vines shall be cut and removed from poles, guy wires, and pole braces.

K. Trees should not be removed when:
1. Owner's overhead lines are not directly involved.
2. Low growing trees or shrubs that cause little interference with electric service.
3. A service line is the only line involved.

WOOD WASTE DISPOSAL

Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

III. SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.

C. CONTRACTOR shall employ an ample force of workers and supervisory personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.

E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

IV. WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

V. INSPECTION OF WORK

The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

VI. QUALITY CONTROL

The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

VII. TERM OF CONTRACT

A. The term of this Agreement shall be for an initial period of one (1) year and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.

B. After the initial one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. TERMINATION OF THE CONTRACT

A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.

B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.

D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

IX. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.

B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

X. INSURANCE REQUIREMENTS

INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1. **GENERAL LIABILITY:**

Commercial General Liability
General Aggregate $2,000,000 Aggregate
Products & Completed Operations $2,000,000 Aggregate
Personal & Advertising Injury $1,000,000 Per Occurrence
Bodily Injury and Property Damage $1,000,000 Per Occurrence Fire Damage Liability $50,000 Per Occurrence
Medical Expense $5,000 Per Occurrence

2. **OWNERS & CONTRACTORS PROTECTIVE LIABILITY**

Bodily Injury & Property Damage $1,000,000 Aggregate Bodily Injury & Property Damage $500,000 Per Occurrence

3. **AUTOMOBILE LIABILITY:**

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:
Bodily Injury & Property Damage ..... $ 500,000 Per Occurrence
(Combined Single Limit)

Contractor Insurance Option Number 2:
Bodily Injury..... $250,000 Per Person
Bodily Injury.....$500,000 Per Accident
Property Damage..... $100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage .....$1,000,000 Aggregate
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident ..... $100,000 Per Occurrence
Disease .....$500,000 Policy Limit
Disease .....$100,000 Per Employee

CERTIFICATE OF INSURANCE

C. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.

D. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

A. CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

B. CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.

C. It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

XII. SUBROGATION

A. This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

A. The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

XIV. INVOICES AND PAYMENTS

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the rates provided on the Bid Form.

B. Payments of Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on the submitted invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:

1. Labor and equipment types with associated hours
2. Number of trees trimmed
3. Number of trees removed by diameter class
4. Location of work performed

D. The contract price set forth on the Bid Form shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion.

XV. INSTRUCTIONS TO BIDDERS

A. Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED – BID NO. 2026-001WL
ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: _____

ADDRESS: _____

BID DUE: (REFER TO LEGAL NOTICE)

Bids that are sent by mail/parcel delivery service should be addressed to:
Kim Hanna
City Clerk
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

B. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

C. Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

D. Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

Labor:

1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman

Equipment:

1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Aerial Lift with a 36" Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as described and included in this IFB for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

F. While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

G. Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

BID FORM
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No. None Dated January 14, 2026

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Working Supervisor	$ 40.00	$ 60.00
Working Foreman	$ 35.00	$ 52.50
Trimmer	$ 25.00	$ 37.50
Groundman	$ 20.00	$ 30.00

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Bucket Truck	$ 70.00	$ 90.00
Chipper Truck	$ 20.00	$ 40.00
Aerial Lift	$ 70.00	$ 90.00
Pickup Truck	$ 10.00	$ 30.00
Chipper	$ 10.00	$ 30.00
Power Saw	$ 5.00	$ 25.00
Tractor and Bush Hog	$ 0.00	$ 0.00

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	Rate per Hour
112 Foot Crane 65 Ton	$ 300.00
Skid-Steer	$ 125.00
70 Yard Loader Truck	$ 100.00
	$

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. EXCEPTIONS:

_____

_____

_____

_____

_____

5. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO NOT USE TRADE NAME):
R.O.W. Pro LLC
ADDRESS:
2143 Highway 348
Blue Springs, MS 38828
SIGNATURE: Caleb Robison
NAME OF PERSON SIGNING (PRINT): Caleb Robison
TITLE: Owner/CEO
TELEPHONE: 662-231-9836
FAX:
E-MAIL ADDRESS: rowproceo1@outlook.com
DATE: January 14, 2026

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2025

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

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

PRODUCER	CONTACT NAME: Heather Strong	
Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	PHONE (A/C, No, Ext): 601-360-8870	FAX (A/C, No): 601-355-3227
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LUBA Cas Ins Co	12472
INSURER B : Firemen's Ins Co of Washington D.C.	21784
INSURER C : Progressive Gulf Insurance Co	42412
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ROW Pro, LLC
2143 Highway 348
Blue Springs MS 38828-9368

ROWPROL-CL

COVERAGES **CERTIFICATE NUMBER:** 538138887 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY			CLA458781540	12/2/2025	12/2/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
C	AUTOMOBILE LIABILITY			866626701	11/19/2025	11/19/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			028000023636125	3/15/2025	3/15/2026	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Tupelo
71 E Troy street
Tupelo MS 38804

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2025

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

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

PRODUCER Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	CONTACT NAME: Heather Strong PHONE (A/C, No, Ext): 601-360-8870 FAX (A/C, No): 601-355-3227 E-MAIL ADDRESS:
INSURED ROWPROL-CL ROW Pro, LLC 2143 Highway 348 Blue Springs MS 38828-9368	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: LUBA Cas Ins Co — 12472 INSURER B: Firemen's Ins Co of Washington D.C. — 21784 INSURER C: Progressive Gulf Insurance Co — 42412 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 538138887 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			866626701	11/19/2025	11/19/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		028000023636125	3/15/2025	3/15/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Tupelo
71 E Troy street
Tupelo MS 38804

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2025

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

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

PRODUCER Ross & Yerger Insurance, Inc. 100 Vision Drive, Suite 100 Jackson MS 39211	**CONTACT NAME:** Heather Strong **PHONE (A/C, No, Ext):** 601-360-8870 **FAX (A/C, No):** 601-355-3227 **E-MAIL ADDRESS:**
INSURED ROWPROL-CL ROW Pro, LLC 2143 Highway 348 Blue Springs MS 38828-9368	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** LUBA Cas Ins Co — 12472 **INSURER B:** Firemen's Ins Co of Washington D.C. — 21784 **INSURER C:** Progressive Gulf Insurance Co — 42412 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 538138887 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY			CLA458781540	12/2/2025	12/2/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
C	AUTOMOBILE LIABILITY			866626701	11/19/2025	11/19/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			028000023636125	3/15/2025	3/15/2026	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Tupelo
71 E Troy street
Tupelo MS 38804

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Judy D Wood

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BID FORM
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No._____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Working Supervisor	$ 74.25	$ 96.14
Working Foreman	$ 69.49	$ 91.01
Trimmer	$ 59.50	$ 77.08
Groundman	$ 48.16	$ 61.44

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Bucket Truck	$ 50.00	$ 50.00
Chipper Truck	$ 30.00	$ 30.00
Aerial Lift	$ 65.00	$ 65.00
Pickup Truck	$ 25.00	$ 25.00
Chipper	$ 15.00	$ 15.00
Power Saw	$ 2.00	$ 2.00
Tractor and Bush Hog	$	$

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	Rate per Hour
SkyTrimmer	$ 70.00
Skidsteer	$ 85.00
Grapple Truck (60 Yard)	$ 85.00
	$

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. EXCEPTIONS:

None

5. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO NOT USE TRADE NAME):
Looks Great Services of MS, Inc.
ADDRESS:
1501 Hwy 13 North
Columbia, MS 39429
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Paul Pickett
TITLE: Project Executive
TELEPHONE: (601) 736-0037
FAX: (601) 736-1924
E-MAIL ADDRESS: bids@looksgreatservices.com
DATE: 1/13/2026

Specifications and Proposal

For

Electric Line Right-of-Way Clearing Services

Bid No. 2026-001WL

Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

ADVERTISEMENT FOR BIDS

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

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

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

Any questions regariding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193 or admin@phbidding.com.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

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

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

I. SCOPE OF WORK

The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner/Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

II. SPECIFICATIONS

TREE TRIMMING REQUIREMENTS

A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.

B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.

C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:

D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

TREE REMOVAL

E. All tall growing tree species less than 6" in diameter at the height of 4'-6"above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6"feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

F. Removal Criteria shall be as follows:

1. Undesirable fast-growing tree species.
2. Trees which cannot be economically re-trimmed because of rapid re-growth.
3. Trees which are left unsightly because of excess trimming.

4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).

G. Trees will be removed as close to ground level as possible.

H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.

I. Stumps that are capable or re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.

J. Vines shall be cut and removed from poles, guy wires, and pole braces.

K. Trees should not be removed when:
1. Owner's overhead lines are not directly involved.
2. Low growing trees or shrubs that cause little interference with electric service.
3. A service line is the only line involved.

WOOD WASTE DISPOSAL

Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

III. SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.

C. CONTRACTOR shall employ an ample force of workers and supervisory personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.

E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

IV. WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

V. INSPECTION OF WORK

The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

VI. QUALITY CONTROL

The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

VII. TERM OF CONTRACT

A. The term of this Agreement shall be for an initial period of one (1) year and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.

B. After the initial one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. TERMINATION OF THE CONTRACT

A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.

B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.

D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

IX. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.

B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

X. INSURANCE REQUIREMENTS

INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1. GENERAL LIABILITY:

Commercial General Liability

General Aggregate	$2,000,000 Aggregate
Products & Completed Operations	$2,000,000 Aggregate
Personal & Advertising Injury	$1,000,000 Per Occurrence
Bodily Injury and Property Damage	$1,000,000 Per Occurrence Fire Damage Liability $50,000 Per Occurrence
Medical Expense	$5,000 Per Occurrence

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage $1,000,000 Aggregate Bodily Injury & Property Damage $500,000 Per Occurrence

3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:
Bodily Injury & Property Damage ..... $ 500,000 Per Occurrence
(Combined Single Limit)

Contractor Insurance Option Number 2:
Bodily Injury..... $250,000 Per Person
Bodily Injury.....$500,000 Per Accident
Property Damage..... $100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage .....$1,000,000 Aggregate
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident ..... $100,000 Per Occurrence
Disease .....$500,000 Policy Limit
Disease .....$100,000 Per Employee

CERTIFICATE OF INSURANCE

C. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.

D. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

A. CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

B. CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.

C. It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

XII. SUBROGATION

A. This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

A. The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

XIV. INVOICES AND PAYMENTS

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the rates provided on the Bid Form.

B. Payments of Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on the submitted invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:

1. Labor and equipment types with associated hours
2. Number of trees trimmed
3. Number of trees removed by diameter class
4. Location of work performed

D. The contract price set forth on the Bid Form shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion.

XV. INSTRUCTIONS TO BIDDERS

A. Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED – BID NO. 2026-001WL
ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Killen Contractors Inc

ADDRESS: 167 Gulde Rd Brandon, MS 39042

BID DUE: (REFER TO LEGAL NOTICE)

Bids that are sent by mail/parcel delivery service should be addressed to:
Kim Hanna
City Clerk
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

B. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

C. Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

D. Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

Labor:

1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman

Equipment:

1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Aerial Lift with a 36" Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as described and included in this IFB for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

F. While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

G. Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

BID FORM
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No._____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Working Supervisor	$ 58.30	$ 83.95
Working Foreman	$ 52.50	$ 78.25
Trimmer	$ 48.80	$ 69.70
Groundman	$ 45.00	$ 64.00

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Bucket Truck	$60.00	$60.00
Chipper Truck	$55.00	$55.00
Aerial Lift	$15.00	$15.00
Pickup Truck	$22.00	$22.00
Chipper	$15.00	$15.00
Power Saw	$1.50	$1.50
Tractor and Bush Hog	$45.00	$45.00

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	Rate per Hour
Skid Steer - with brush cutter	$75.00
- with grapple	$35.00
Mini skid steer with grapple	$15.00
Self loading grapple trucks, single axle	$35.00

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. EXCEPTIONS:

_____

_____

_____

_____

_____

5. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO NOT USE TRADE NAME):
Josh Vaughan
ADDRESS:
167 Gulde Rd Brandon, MS 39042
SIGNATURE: [signature]
NAME OF PERSON SIGNING (PRINT): Josh Vaughan
TITLE: VP of ROW Operations
TELEPHONE: C (601) 664-8219 O (601) 854-6522
FAX: 601-854-6625
E-MAIL ADDRESS: josh@killencontractors.com
DATE: 1-19-26

KILLCON365 SIANNELLI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2025

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

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

PRODUCER Fisher Brown Bottrell Insurance 248 East Capitol Steet Suite 900 Jackson, MS 39201	CONTACT NAME: Sophie Iannelli PHONE (A/C, No, Ext): (601) 960-8221 FAX (A/C, No): E-MAIL ADDRESS: Sophie.Carr@MarshMMA.com
INSURED Killen Contractors, Inc. P.O. Box 786 Brandon, MS 39043	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Liberty Mutual Insurance Company 23043 INSURER B : Starr Indemnity & Liability Company 38318 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			TB2645445734025	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			AS7645445734035	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			1000586124251	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCC645445734015	3/1/2025	3/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation/Builder			YM2Z91455878055	3/1/2025	3/1/2026	Per Jobsite	840,000

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

General Liability policy contains Blanket Additional Insured wording, including completed operations, on a primary & non-contributory basis as respects to the insured's operations per written contract with insured. Automobile Liability policy contains Blanket Additional Insured wording as respects to the insured's operations per written contract with insured. Workers Compensation, General Liability & Auto Liability policies include Blanket Waiver of Subrogation wording as per written contract with insured. The Umbrella Liability includes additional insureds and waivers as per underlying coverage on a primary/non-contributory basis when required by written contract. A 30 day notice to be given for cancellation or material change in listed coverage. Umbrella policy is a follow form over the GL, Auto and WC policies.

CERTIFICATE HOLDER

For Bid Purposes Only
Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



APPENDIX N

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BID FORM
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No._____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Working Supervisor	$ 45.00	$ 81.00
Working Foreman	$ 35.00	$ 63.00
Trimmer	$ 27.00	$ 48.60
Groundman	$ 25.00	$ 45.00

APPENDIX N

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Bucket Truck	$ 124.48	$ 224.06
Chipper Truck	$ 90.00	$ 162.00
Aerial Lift	$ 88.51	$ 159.32
Pickup Truck	$ 57.96	$ 104.33
Chipper	$ 117.21	$ 210.98
Power Saw	$ 30.81	$ 55.46
Tractor and Bush Hog	$ 71.81	$ 129.26

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	Rate per Hour straight/A.H.
(5) 2017 Western Star 1684 YD Grapple Trucks	$ 296.48 / 533.64
Bobcat T880 w/ Forestry mulcher	$ 209.14 / 376.45
Bobcat E88 w/ Forestry mulcher	$ 264.08 / 475.34
	$

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. EXCEPTIONS:

_____

_____

_____

_____

_____

5. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO NOT USE TRADE NAME):
Homeland Contracting Services LLC
ADDRESS:
1268 Bill Collins Rd
Columbus, NC 28722
SIGNATURE: Gregory Kane
NAME OF PERSON SIGNING (PRINT): Gregory Kane
TITLE: Manager
TELEPHONE: 321-626-0610
FAX:
E-MAIL ADDRESS: gkane@homelandgroupusa.com
DATE: 2/19/2026

STATE OF MISSISSIPPI
MS DEVELOPMENT AUTHORITY
MDA - RFx

RESPONSES REQUIRED BY:
Submission Date : 01/20/2026
Submission Time : 10:00:00 CST

RESPONSES OPENED ON:
Opening Date : 00/00/0000
Opening Time : 00:00:00 CST

VENDOR NO:
VENDOR NAME & ADDRESS:
(To be completed by Vendor)

Good Hope Recovery, LLC
107 Colonel John Pitchford Parkway
Natchez, MS 39120

DELIVERY POINT

SUBMIT NON-ELECTRONIC RESPONSE:
TO :
PLEASE CHECK DETAILS BELOW. MS
US

RFx number : 3170034703
Smart number :
Buyer : BID BANK
Buyer Phone :
Email :
PROCUREMENTBID@MISSISSIPPI.ORG

NOTICE TO VENDOR:
City of Tupelo, MS
ELECTRIC LINE
RIGHT-OF-WAY
CLEARING SERVICES
BID # 2026-001WL
NOTICE is hereby given that the City of Tupelo, Mississippi will receive bids for:
ELECTRIC LINE
RIGHT-OF-WAY
CLEARING SERVICES
BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026. Bids can be submitted via sealed bid at the Purchase Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 or electronically at www.tupelomsbids.com. Bid documents and specifications can be viewed and obtained online at www.tupelomsbids.com.

ADDITIONAL CONTACT INFO:
Any questions contact Kim Hanna, kim.hanna@tupeloms.gov

Vendor Telephone Number	Title	Date
601-618-9399	Operations Manager	1/20/26

(Typed or printed) Name of Bidder	Signature of Authorized Bidder
Craig Gilbert	

APPENDIX N

RFx number : 3170034703			Submission Date : 01/20/2026 Time : 10:00:00 CST			
Smart number :			Opening Date : 00/00/0000 Time : 00:00:00 CST			
Item	**Change Indicator**	**Product No. / Mfg. Part No.**	**Description**	**Delivery / Req.date**	**Qty**	**Unit**
# 1			Product Category : 91219 Construction General Services, Clearing		1.000	EA

APPENDIX N

Specifications and Proposal

For

Electric Line Right-of-Way Clearing Services

Bid No. 2026-001WL

Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

APPENDIX N

ADVERTISEMENT FOR BIDS

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

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

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

Any questions regariding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193 or admin@phbidding.com.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

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

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

I. SCOPE OF WORK

The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner/Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

II. SPECIFICATIONS

TREE TRIMMING REQUIREMENTS

A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.

B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.

C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:

D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

TREE REMOVAL

E. All tall growing tree species less than 6" in diameter at the height of 4'-6"above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6"feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

F. Removal Criteria shall be as follows:

1. Undesirable fast-growing tree species.
2. Trees which cannot be economically re-trimmed because of rapid re-growth.
3. Trees which are left unsightly because of excess trimming.

4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).

G. Trees will be removed as close to ground level as possible.

H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.

I. Stumps that are capable or re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.

J. Vines shall be cut and removed from poles, guy wires, and pole braces.

K. Trees should not be removed when:
1. Owner's overhead lines are not directly involved.
2. Low growing trees or shrubs that cause little interference with electric service.
3. A service line is the only line involved.

WOOD WASTE DISPOSAL

Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

III. SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.

C. CONTRACTOR shall employ an ample force of workers and supervisory personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.

E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

IV. WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

V. INSPECTION OF WORK

The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

VI. QUALITY CONTROL

The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

VII. TERM OF CONTRACT

A. The term of this Agreement shall be for an initial period of one (1) year and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.

B. After the initial one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. TERMINATION OF THE CONTRACT

A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.

B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.

D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

IX. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.

B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

X. INSURANCE REQUIREMENTS

INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1. **GENERAL LIABILITY:**

Commercial General Liability

General Aggregate	$2,000,000 Aggregate
Products & Completed Operations	$2,000,000 Aggregate
Personal & Advertising Injury	$1,000,000 Per Occurrence
Bodily Injury and Property Damage	$1,000,000 Per Occurrence Fire Damage Liability $50,000 Per Occurrence
Medical Expense	$5,000 Per Occurrence

2. **OWNERS & CONTRACTORS PROTECTIVE LIABILITY**

Bodily Injury & Property Damage $1,000,000 Aggregate Bodily Injury & Property Damage $500,000 Per Occurrence

3. **AUTOMOBILE LIABILITY:**

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:
Bodily Injury & Property Damage ..... $ 500,000 Per Occurrence
(Combined Single Limit)

Contractor Insurance Option Number 2:
Bodily Injury..... $250,000 Per Person
Bodily Injury.....$500,000 Per Accident
Property Damage..... $100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage .....$1,000,000 Aggregate
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident ..... $100,000 Per Occurrence
Disease .....$500,000 Policy Limit
Disease .....$100,000 Per Employee

CERTIFICATE OF INSURANCE

C. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.

D. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

A. CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

B. CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.

C. It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

XII. SUBROGATION

A. This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

A. The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

XIV. INVOICES AND PAYMENTS

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the rates provided on the Bid Form.

B. Payments of Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on the submitted invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:

1. Labor and equipment types with associated hours
2. Number of trees trimmed
3. Number of trees removed by diameter class
4. Location of work performed

D. The contract price set forth on the Bid Form shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion.

XV. INSTRUCTIONS TO BIDDERS

A. Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED – BID NO. 2026-001WL
ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
OWNER: TUPELO WATER & LIGHT DEPARTMENT
BIDDER: Good Hope Recovery, LLC.
ADDRESS: 107 Colonel John Pitchford Parkway, Natchez, MS 39120

BID DUE: (REFER TO LEGAL NOTICE)

Bids that are sent by mail/parcel delivery service should be addressed to:
Kim Hanna
City Clerk
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

B. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

C. Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

APPENDIX N

D. Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

Labor:

1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman

Equipment:

1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Aerial Lift with a 36" Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as described and included in this IFB for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

F. While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

G. Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

BID FORM
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No._____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Working Supervisor	$ 77.00	$ 108.00
Working Foreman	$ 65.00	$ 80.00
Trimmer	$ 60.00	$ 78.75
Groundman	$ 56.00	$ 75.00

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Bucket Truck	$ 85.00	$ 85.00
Chipper Truck	$ 70.00	$ 70.00
Aerial Lift	$ 65.00	$ 65.00
Pickup Truck	$ 42.00	$ 42.00
Chipper	$ 42.00	$ 42.00
Power Saw	$ 6.00	$ 6.00
Tractor and Bush Hog	$ 55.00	$ 55.00

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	Rate per Hour
JARRAFF	$ 95.00
BRUSH CUTTER ATTACHMENT FOR SKID STEER	$ 25.00
MULCHER ATTACHMENT FOR SKID STEER	$ 32.00
EXCAVATOR W/ GRAPPLE SAW	$ 90.00

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. EXCEPTIONS:

None

5. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO NOT USE TRADE NAME):
Good Hope Recovery, LLC.
ADDRESS:
107 Colonel John Pitchford Parkway
Natchez, MS 39120
SIGNATURE: [signature]
NAME OF PERSON SIGNING (PRINT): Craig Gilbert
TITLE: Operations Manager
TELEPHONE: 601-618-9399
FAX: 601-442-9866
E-MAIL ADDRESS: craig@goodhoperecovery.com
DATE: 1/20/26

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2026

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
13th St 4th floor
Gulfport MS 39501

License#: PC-1092395

CONTACT NAME: Steven Pico
PHONE (A/C, No, Ext): 601-554-7326 **FAX (A/C, No):** 877-288-0152
E-MAIL ADDRESS: steven_pico@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Insurance Company	10335
INSURER B : Colony Specialty Insurance Co	36927
INSURER C : RSUI Indemnity Company	22314
INSURER D : State Automobile Mutual Insurance Co	25135
INSURER E : Landmark American Insurance Company	33138
INSURER F :	

INSURED
Good Hope Recovery, LLC
P.O. Box 614
Natchez MS 39121

GOODHOP-01

COVERAGES **CERTIFICATE NUMBER:** 1289467388 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X COMMERCIAL GENERAL LIABILITY			LHA115571	1/18/2026	1/18/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			10113034CA	12/3/2025	12/3/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB [X] OCCUR			NHA610924	1/18/2026	1/18/2027	EACH OCCURRENCE	$ 3,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			196-59586	1/18/2026	1/18/2027	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Rented/Leased Equipment			IM4290393-1	1/18/2026	1/18/2027	Limit	$400,000

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

CERTIFICATE HOLDER

Informational Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Colby Sappington

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APPENDIX N

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

GOOD HOPE RECOVERY LLC
P.O. BOX 614
NATCHEZ, MS 39121

is duly registered and entitled to perform

CLEARING, GRUBBING, SNAGGING

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 29 day of Dec., 2025

CERTIFICATE OF RESPONSIBILITY
No. 24619-SC
Expires Dec. 29, 2026

Joel A. Caudell

CHAIRMAN OF THE BOARD

To the Evaluation Committee,

Please accept this letter as the formal submission of our bid in response to **Bid No. 2026-001WL** issued by Tupelo Water & Light.

B&H Tree Service respectfully submits the enclosed proposal and supporting documentation for your review and consideration. We have carefully reviewed the bid specifications and confirm that our submission complies with all stated requirements.

B&H Tree Service is a fully insured, experienced tree service contractor with more than 30 years of operational experience providing professional tree removal, trimming, pruning, stump grinding, and related services for municipal, utility, commercial, and government entities throughout Northeast Mississippi and surrounding areas. Our company maintains the equipment, personnel, and safety practices necessary to perform work efficiently, safely, and in accordance with applicable OSHA and industry standards.

Supporting insurance documentation will be provided under separate cover. Upon award of the bid, Tupelo Light and Water will be added to the applicable insurance policies as required.

We appreciate the opportunity to submit this bid and welcome any questions or requests for clarification during your evaluation process. Thank you for your time and consideration. We look forward to the opportunity to work with Tupelo Water & Light.

Respectfully submitted,

Michael Shawn Hill
B&H Tree Service
Amory, Mississippi
Phone: 662-315-7558
Email: dnovay88@gmail.com

Specifications and Proposal

For

Electric Line Right-of-Way Clearing Services

Bid No. 2026-001WL

TUPELO TW&L WATER & LIGHT

Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

ADVERTISEMENT FOR BIDS

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

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

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

Any questions regariding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193 or admin@phbidding.com.

The City of Tupelo is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Tupelo reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Tupelo.

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

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

I. SCOPE OF WORK

The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner/Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

II. SPECIFICATIONS

TREE TRIMMING REQUIREMENTS

A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.

B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.

C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:

D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

TREE REMOVAL

E. All tall growing tree species less than 6" in diameter at the height of 4'-6"above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6"feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

F. Removal Criteria shall be as follows:

1. Undesirable fast-growing tree species.
2. Trees which cannot be economically re-trimmed because of rapid re-growth.
3. Trees which are left unsightly because of excess trimming.

4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).

G. Trees will be removed as close to ground level as possible.

H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.

I. Stumps that are capable or re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.

J. Vines shall be cut and removed from poles, guy wires, and pole braces.

K. Trees should not be removed when:
1. Owner's overhead lines are not directly involved.
2. Low growing trees or shrubs that cause little interference with electric service.
3. A service line is the only line involved.

WOOD WASTE DISPOSAL

Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

III. SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.

C. CONTRACTOR shall employ an ample force of workers and supervisory personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.

E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

IV. WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

V. INSPECTION OF WORK

The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

VI. QUALITY CONTROL

The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

VII. TERM OF CONTRACT

A. The term of this Agreement shall be for an initial period of one (1) year and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.

B. After the initial one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. TERMINATION OF THE CONTRACT

A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.

B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.

D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

IX. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.

B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

X. INSURANCE REQUIREMENTS

INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1. **GENERAL LIABILITY:**

Commercial General Liability
General Aggregate $2,000,000 Aggregate
Products & Completed Operations $2,000,000 Aggregate
Personal & Advertising Injury $1,000,000 Per Occurrence
Bodily Injury and Property Damage $1,000,000 Per Occurrence Fire Damage Liability $50,000 Per Occurrence
Medical Expense $5,000 Per Occurrence

2. **OWNERS & CONTRACTORS PROTECTIVE LIABILITY**

Bodily Injury & Property Damage $1,000,000 Aggregate Bodily Injury & Property Damage $500,000 Per Occurrence

3. **AUTOMOBILE LIABILITY:**

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:
Bodily Injury & Property Damage ..... $ 500,000 Per Occurrence
(Combined Single Limit)

Contractor Insurance Option Number 2:
Bodily Injury..... $250,000 Per Person
Bodily Injury.....$500,000 Per Accident
Property Damage..... $100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage .....$1,000,000 Aggregate
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident ..... $100,000 Per Occurrence
Disease .....$500,000 Policy Limit
Disease .....$100,000 Per Employee

CERTIFICATE OF INSURANCE

C. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.

D. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

A. CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

B. CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.

C. It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

XII. SUBROGATION

A. This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

A. The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

XIV. INVOICES AND PAYMENTS

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the rates provided on the Bid Form.

B. Payments of Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on the submitted invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:

1. Labor and equipment types with associated hours
2. Number of trees trimmed
3. Number of trees removed by diameter class
4. Location of work performed

D. The contract price set forth on the Bid Form shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion.

XV. INSTRUCTIONS TO BIDDERS

A. Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED – BID NO. 2026-001WL
ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: B & H Tree Service

ADDRESS: 1004 Kendall Street Amory, MS.

BID DUE: (REFER TO LEGAL NOTICE)

Bids that are sent by mail/parcel delivery service should be addressed to:
Kim Hanna
City Clerk
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

B. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

C. Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

D. Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

Labor:

1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman

Equipment:

1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Aerial Lift with a 36" Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as described and included in this IFB for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

F. While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER's Work.

G. Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

BID FORM
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No._____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Working Supervisor	$ 25.00	$ 37.00
Working Foreman	$ 20.00	$ 30.00
Trimmer	$ 18.00	$ 27.00
Groundman	$ 15.00	$ 22.00

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Bucket Truck	$ 85.00	$ 130.00
Chipper Truck	$ 75.00	$ 115.00
Aerial Lift	$ 65.00	$ 105.00
Pickup Truck	$ 35.00	$ 65.00
Chipper	$ 55.00	$ 90.00
Power Saw	$ 15.00	$ 15.00
Tractor and Bush Hog	$ 65.00	$ 100.00

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	Rate per Hour
(2) 2022 Bobcat Skidsteers	$ 70.00 (each)
2026 Caterpillar Skidsteer with mulcher	$ 90.00
2016 Freightliner Altec 55 foot reach	$ 85.00
2015 Peterbuilt TM125 130 foot working height	$ 125.00
Caterpillar excavator	$ 125.00

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. EXCEPTIONS:

none

5. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO NOT USE TRADE NAME):
Michael Shawn Hill
ADDRESS:
1004 Kendall Street
Amory, MS 38821
SIGNATURE: Michael Hill
NAME OF PERSON SIGNING (PRINT): Michael S. Hill
TITLE: Owner
TELEPHONE: 662-315-7558 or 662-315-1821
FAX:
E-MAIL ADDRESS: dnovay88@gmail.com
DATE: 01-20-26

Specifications and Proposal

For

Electric Line Right-of-Way Clearing Services

Bid No. 2026-001WL

Tupelo Water & Light Department
320 North Front Street
Tupelo, MS 38804

Publication Dates: December 31, 2025, and January 7, 2026

BID Opening Date: January 20, 2026 at 10:00 AM

ADVERTISEMENT FOR BIDS

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

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

Until 10:00 o'clock A.M. local time on January 20, 2026

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

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

Kim Hanna
City Clerk

Publication Dates: December 31, 2025
January 7, 2026

ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
BID # 2026-001WL

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The Contractor shall trim and remove trees along, under, and over the Owner's electric primary and secondary distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner/Customer relations, and insure safety of Owner's and Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

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TREE TRIMMING REQUIREMENTS

A. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.

B. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.

C. Recommended Minimum Tree Clearances from Distribution Primary Conductors:

D. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

TREE REMOVAL

E. All tall growing tree species less than 6" in diameter at the height of 4’-6”above grade will be removed. Trees greater than 6" in diameter at a height of 4’-6”feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

F. Removal Criteria shall be as follows:

1. Undesirable fast-growing tree species.
2. Trees which cannot be economically re-trimmed because of rapid re-growth.
3. Trees which are left unsightly because of excess trimming.

4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors).

G. Trees will be removed as close to ground level as possible.

H. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.

I. Stumps that are capable or re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.

J. Vines shall be cut and removed from poles, guy wires, and pole braces.

K. Trees should not be removed when:
1. Owner’s overhead lines are not directly involved.
2. Low growing trees or shrubs that cause little interference with electric service.
3. A service line is the only line involved.

WOOD WASTE DISPOSAL

Brush, chips and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

III. SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.

C. CONTRACTOR shall employ an ample force of workers and supervisory personnel and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any pieces of equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.

E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

IV. WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to, at all times, enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

V. INSPECTION OF WORK

The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

VI. QUALITY CONTROL

The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

VII. TERM OF CONTRACT

A. The term of this Agreement shall be for an initial period of one (1) year and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.

B. After the initial one (1) year term, this agreement may be extended a maximum of one (1) additional one (1) year period when mutually agreed by the Owner and Contractor.

VIII. TERMINATION OF THE CONTRACT

A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.

B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.

D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

IX. INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.

B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

X. INSURANCE REQUIREMENTS

INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees.
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person.
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from.
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle.
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1. GENERAL LIABILITY:

Commercial General Liability
General Aggregate $2,000,000 Aggregate
Products & Completed Operations $2,000,000 Aggregate
Personal & Advertising Injury $1,000,000 Per Occurrence
Bodily Injury and Property Damage $1,000,000 Per Occurrence Fire Damage Liability $50,000 Per Occurrence
Medical Expense $5,000 Per Occurrence

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage $1,000,000 Aggregate Bodily Injury & Property Damage $500,000 Per Occurrence

3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

Contractor Insurance Option Number 1:
Bodily Injury & Property Damage ..... $ 500,000 Per Occurrence
(Combined Single Limit)

Contractor Insurance Option Number 2:
Bodily Injury..... $250,000 Per Person
Bodily Injury.....$500,000 Per Accident
Property Damage..... $100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage .....$1,000,000 Aggregate
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident ..... $100,000 Per Occurrence
Disease .....$500,000 Policy Limit
Disease .....$100,000 Per Employee

CERTIFICATE OF INSURANCE

C. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.

D. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

XI. LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

A. CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

B. CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.

C. It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

XII. SUBROGATION

A. This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

XIII. WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

A. The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

XIV. INVOICES AND PAYMENTS

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the rates provided on the Bid Form.

B. Payments of Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. After hours rates will be paid by the Owner only when agreed upon by both parties in advance.

C. The Contractor shall submit invoices to the Owner weekly/monthly for the work performed during the previous week/month. Owner pays invoices through city council meetings on the 1st and 3rd Tuesday of each month. Invoices shall be delivered to the owner at least seven (7) days prior to council meeting for payment through that meeting. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on the submitted invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:

1. Labor and equipment types with associated hours
2. Number of trees trimmed
3. Number of trees removed by diameter class
4. Location of work performed

D. The contract price set forth on the Bid Form shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion.

XV. INSTRUCTIONS TO BIDDERS

A. Bids that are sent by mail shall be clearly marked "Bid Enclosed" or "Bid Envelope Enclosed" as appropriate. The sealed envelope containing the bid shall have the following information shown on the envelope:

BID ENCLOSED – BID NO. 2026-001WL
ITEM: ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES
OWNER: TUPELO WATER & LIGHT DEPARTMENT

BIDDER: Yellow Creek Tree & Land Management LLC

ADDRESS: 447 Wilson Hollow Rd Dickson, TN 37055

BID DUE: (REFER TO LEGAL NOTICE)

Bids that are sent by mail/parcel delivery service should be addressed to:
Kim Hanna
City Clerk
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802-1485

B. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at www.tupelomsbids.com. Any questions regariding electronic bidding should be directed to PH Bidding Group at 662-407-0193.

C. Bidder shall insert regular hourly rates in the appropriate blank spaces on the Bid Proposal Form for each item of Labor or equipment being proposed. Bidder shall also insert after-hours hourly rates for emergency storm restoration overtime work in the appropriate blank spaces on the Bid Proposal Form for each item of labor or equipment being proposed. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates will be utilized in the agreement between the OWNER and CONTRACTOR for this Work. The regular-hours labor and equipment rates and after-hours emergency storm restoration labor and equipment rates entered on the Bid Proposal Form shall be inclusive and shall include all costs necessary to accomplish the Work required by the OWNER in accordance with these specifications and terms and conditions hereinafter.

D. Tupelo Water & Light Department intends to evaluate this proposal based on the utilization of a four-person right-of-way clearing crew, as required from time to time by Tupelo Water & Light Department, with the following personnel and equipment shown below:

Labor:

1 Each	Working Supervisor
1 Each	Working Foreman
1 Each	Trimmer
1 Each	Groundman

Equipment:

1 Each	Bucket Truck
1 Each	Chipper Truck
1 Each	Aerial Lift with a 36” Overall Width (Equivalent to an Altec Model AT41MGW for use in back yards)
1 Each	Pickup Truck
1 Each	Chipper
1 Lot	Saws as Required

E. Bidders taking exception to any part of the Agreement included as a part of this Invitation for Bid (IFB) shall show such exception on the Bid Form in the space provided. If exceptions are not shown on the Bid Form, then Bidder agrees to provide the services as described and included in this IFB for the amounts shown on the Bid Form. Bids that are modified, excepted, or in any way changed from the Agreement that the Owner is requesting in this request for Bids may be rejected by the Owner.

F. While Tupelo Water and Light Department will evaluate this bid based on the criteria described in this Instruction to Bidders, it reserves the right to alter the number and job classifications composing a crew and the items of equipment to be used, as required to accomplish the OWNER’s Work.

G. Tupelo Water & Light Department retains the privilege of accepting or rejecting all or any proposals and waiving any informalities or technicalities therein, or to award this Bid to the Proposer providing, in the sole judgement of the Owner, the best overall value for anticipated work to be performed by the successful Proposer under this Agreement.

BID FORM
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

The undersigned (hereinafter called the CONTRACTOR) acknowledges by his signature that he has received and examined the documents entitled "Specifications and Bid Proposal for ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES" for Tupelo Water & Light Department and has included the provisions of the Specifications in his Proposal. The CONTRACTOR further acknowledges that he has received the following addenda:

Addendum No._____ Dated _____

The CONTRACTOR hereby proposes to provide to Tupelo Water & Light Department (hereinafter called OWNER) electric line right-of-way line clearing services, as required by OWNER; Tupelo, Mississippi, upon the terms and conditions herein contained in the ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES AGREEMENT, as shown below:

Compensation to the contractor by the OWNER shall be in accordance with proposed rates submitted by the CONTRACTOR with this proposal.

1. BASIS OF CHARGES: LABOR

The rate per hour for labor shall be all inclusive and include any costs of profit, employee benefits and all overhead costs for home office, job site, executive, supervisory, clerical personnel, and the costs of Federal Income Contribution Act, State Unemployment Insurance, Federal Unemployment Tax, required insurance coverages, holidays, vacation, sick leave, etc.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Working Supervisor	$ 30.80	$ 46.20
Working Foreman	$ 25.30	$ 37.95
Trimmer	$ 23.10	$ 34.65
Groundman	$ 20.09	$ 30.14

2. BASIS OF CHARGES: EQUIPMENT

The rate per hour for equipment shall be all inclusive and include any costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and equipment, traffic control signs and devices, hand and power actuated tools and cutters, files, bits, ropes, etc., including all necessary personal protective equipment to provide Electric Line Right-of- Way Line Clearing Services shall also be included in equipment rates.

Classification	Straight Time Rate per Hour	After-Hours Rate per Hour
Bucket Truck	$ 29.00	$ 34.00
Chipper Truck	$ 37.81	$ 42.81
Aerial Lift	$ 22.00	$ 27.00
Pickup Truck	$ 11.00	$ 13.00
Chipper	$ 9.00	$ 12.00
Power Saw	$ 1.50	$ 2.00
Tractor and Bush Hog	$ 45.00	$ 50.00

3. BASIS OF CHARGES: OTHER AVAILABLE EQUIPMENT

The rate per hour for equipment includes the costs of ownership, licensing, maintenance, insurance, fuel, lubricants, and all other operating costs, except for operators that shall be charged under labor. Further, all small tools and other devices or materials incidental to the equipment shall also be included in equipment rates. CONTRACTOR may attach additional sheets as necessary.

Equipment	Rate per Hour
Grapple Truck with 35 Cubic Yard Bed	$ 69.00
Excavator with mulching head	$ 100.00
SkidSteer Wtih Mulching Head	$ 100.00
	$

The CONTRACTOR's cost shall be determined from the supplier's invoices plus transportation charges to the CONTRACTOR's job site.

4. EXCEPTIONS:

_____

_____

_____

_____

_____

5. OTHER CONSIDERATIONS:

It is understood by the undersigned that the OWNER retains the privilege of accepting or rejecting all or any part of this proposal and to waive any informalities or technicalities therein. Counterproposals or qualified bids shall be subject to rejection at the discretion of the OWNER.

It is also understood by the undersigned that the OWNER reserves the right to conduct investigations to evaluate the proposals received and to award the bid for this equipment to the lowest Bidder, who in the OWNER's evaluation will provide the equipment which will be in the best interest of the OWNER.

SIGNATURE SHEET
BID NO. 2026-001WL
ELECTRIC LINE RIGHT-OF-WAY CLEARING SERVICES

My signature certifies that the bid as submitted complies with all requirements specified in this Invitation for Bid.

My signature also certifies that by submitting a bid in response to this IFB, the Bidder represents that in the preparation and submission of this bid, the Bidder did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this bid.

LEGAL NAME OF BIDDER (DO NOT USE TRADE NAME):
Yellow Creek Tree & Land Management LLC
ADDRESS:
447 Wilson Hollow Rd
Dickson, TN 37055
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Ashton Shultz
TITLE: CEO
TELEPHONE: 931-994-1702
FAX:
E-MAIL ADDRESS: YELLOWCREEKTREE@GMAIL.COM
DATE: 1/19/2026

AGENDA REQUEST

TO: City Council

FROM: Tanner Newman, Director of Development Services

DATE February 3, 2026

SUBJECT: IN THE MATTER OF MAJOR THOROUGHFARE PLAN ELECTION TIMELINE **BL**

Request:

MAJOR THOROUGHFARE PROGRAM
PHASE VIII TIMELINE
2026 SPECIAL ELECTION
IF THE ELECTION IS HELD FIRST TUESDAY IN MAY 2026

- Tues., 02-3-26	Routine Agenda: Set date for Public Hearing on Priorities for Phase VIII - March 3, 2026
- Tues., 2-17-26	Study Agenda: Ordinance Establishing Priorities for Phase VIII ("Priorities Ordinance")
- Wed., 2-18-26	Publish Notice of Public Hearing on Priorities
- Wed., 2-25-26	Publish Notice of Public Hearing on Priorities
- Tues., 3-3-26	Public Hearing on Priorities Action Agenda: Priorities Ordinance Study Agenda: Resolution to Hold Special Election
- Tues., 3-17-26	Action Agenda: Resolution to Hold Special Election
- Fri., 3-20-26	Publish Priorities Ordinance
- Thurs., 4-9-26	Publish Resolution Publish Notice of Election
- Thurs. 4-16-26	Publish Notice of Election
- Thurs. 4-23-26	Publish Notice of Election
- Thurs. 4-30-26	Publish Notice of Election
- Tues., 5-5-26	Hold Special Election

859968

MAJOR THOROUGHFARE PROGRAM
PHASE VIII TIMELINE
2026 SPECIAL ELECTION
IF THE ELECTION IS HELD FIRST TUESDAY IN MAY 2026

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- Fri., 3-20-26	Publish Priorities Ordinance
- Thurs., 4-9-26	Publish Resolution Publish Notice of Election
- Thurs. 4-16-26	Publish Notice of Election
- Thurs. 4-23-26	Publish Notice of Election
- Thurs. 4-30-26	Publish Notice of Election
- Tues., 5-5-26	Hold Special Election

859968

AGENDA REQUEST

TO: Mayor and City Council

FROM: Ben Logan, City Attorney

DATE January 30, 2026

SUBJECT: IN THE MATTER OF ORDINANCE AMENDING CERTAIN PROVISIONS OF CODE OF ORDINANCES CHAPTER 23.5 - SOLID WASTE COLLECTION, REMOVAL AND DISPOSAL

Request:

Amendatory ordinance to certain provisions of Code of Ordinances Chapter 23.5 - Solid Waste Collection, Removal and Disposal:

1) Definitions
2) Business establishments to provide own containers; placement; interference prohibited; maintenance in sanitary condition**.**
3) Removal of construction debris.
4) Business establishments responsible for collection, removal and disposal of own waste.
5) Contract haulers.
6) Disposal of wastes.
7) Use of streets for transportation of waste restricted.
8) Violations, penalty.
9) Additional provisions as needed.

Amendments will primarily address contract haulers' permitting, fees and penalties.

BML

RESOLUTION

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, REQUESTING THAT THE MISSISSIPPI LEGISLATURE REINSTATE THE CITY'S ABILITY TO IMPOSE A ONE-QUARTER OF ONE PERCENT (0.25%) SALES TAX UPON THE RETAIL SALE OF GROCERIES IN THE CITY OF TUPELO IN FURTHERANCE OF THE CITY'S RIGHTS AND RESPONSIBILITIES AS A MEMBER OF THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT AND FOR RELATED PURPOSES.

WHEREAS, in the mid 1980's the Eutaw-McShan aquifer groundwater source supplied ninety-nine percent of the water for all or part of the counties of Calhoun, Chickasaw, Clay, Itawamba, Lafayette, Lee, Lowndes, Monroe, Noxubee, Oktibbeha, Pontotoc, Prentiss, Tishomingo, Union and Webster; and

WHEREAS, the creation of the Northeast Mississippi Water Supply District averted a water-depletion crisis of the aquifer, especially in the highly industrialized City of Tupelo and Lee County, by allowing the construction, operation and delivery of surface water derived first from the Old Tombigbee River and later the Tennessee-Tombigbee Waterway; and

WHEREAS, the use of surface water by significant areas of the region allowed for the replenishment of the aquifer; and

WHEREAS, the use of surface water by significant areas of the region saved and continued the industrial, commercial and residential growth of the region; and

WHEREAS, pursuant to House Bill 1307, Chapter 920, Local and Private Laws of 1988, the Legislature created the Northeast Mississippi Regional Water Supply District (the "District") and allowed the City of Tupelo (the "City") to impose one quarter of one percent (0.25%) sales tax upon the retail sale of goods otherwise subject to the general sales tax rate in the City of Tupelo; and

WHEREAS, pursuant to the dictates of this law, the City receives and strictly directs the proceeds of this sales tax for either the repayment of bonds issued for the benefit of the District or maintenance of a reserve for the District projects; and

WHEREAS, pursuant to Senate Bill 3326, Chapter 967, Local and Private Laws of 1994, the Legislature made minor amendments to this law concerning the refunding of bonds; and

WHEREAS, pursuant to Senate Bill No. 3214, Local and Private Laws of 2007, the Legislature further amended the law regarding the refunding of bonds and clarified the meaning of "project", specifically providing for the Pontotoc-Union-Lee Economic Development Alliance (PUL Alliance) Wellspring Project (Toyota Motor Manufacturing Mississippi) off Interstate 22 in Blue Springs; and

WHEREAS, the District and the City supply and serve over 70,000 metered residential, commercial and industrial customers in Itawamba, Monroe, Lee, Pontotoc and Union counties; and

WHEREAS, in addition to the above cited industrial park and its 2400 employees, the District and the City supply hundreds of businesses and industries across the system such as Goodyear, Liebherr, Syntron, General Atomics, and over 50 similar manufacturers and businesses located in Tupelo-Lee Industrial Park South, The Hive, Turner Industrial Park and the Harry A. Martin Industrial Complex; and

WHEREAS, by virtue of the passage of House Bill No. 1, 2025 Regular Session, the tax on the retail sales of groceries was reduced, which eliminated the District's ability to benefit from the imposition of one-quarter of one percent (0.25%) sales tax upon the retail sale of groceries in the City of Tupelo; and

WHEREAS, the income previously generated from the imposition of a one-quarter of one percent (0.25%) sales tax upon the retail sales of groceries in the City of Tupelo was significant and critical to the City's and District's ability to service debt and build critical infrastructure necessary to provide clean, reliable water to the residents, businesses, and industry in the region; and

WHEREAS, the ability of the City and District to continue to serve their customers not only affects the quality of life of all residents in Northeast Misssisippi but also directly impacts the economic development of the region; and

WHEREAS, the City recognizes the tremendous benefit of the one-quarter of one percent (0.25%) sales tax upon the retail sales of groceries in the City of Tupelo has historically provided to the District's ability to provide its industrial, commercial and residential customers with clean, reliable, and affordable water supplies.

WHEREAS, a copy of proposed statutory terms for this request is attached are Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Tupelo, Mississippi, adopts the following:

SECTION 1. The City Council adopts the prefatory matters and findings above.

SECTION 2. The City Council requests the Mississippi Legislature to reinstate the ¼ % sales tax on the retail sale of groceries in the City of Tupelo, Mississippi.

SECTION 3. A copy of proposed statutory terms for this request is attached as Exhibit "A".

The foregoing resolution was proposed in a motion by Council Member Bryan, seconded by Council Member Davis.

Councilmember C. Mims voted	Absent
Councilmember L. Bryan voted	Aye
Councilmember T. Beard voted	Aye
Councilmember N. Davis voted	Aye
Councilmember B. Nolan voted	Aye
Councilmember J. Gaston voted	Aye
Councilmember R. Jones voted	Abstained

Having received a majority vote, the President of the Council declared that the resolution had passed as set forth above.

RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI on this the 3rd day of February, 2026.

CITY OF TUPELO, MISSISSIPPI

BY: /s/: Janet Gaston - Digitally Signed 02/13/26
Janet Gaston, City Council President

ATTEST:
Sandy Shumaker
Sandy Shumaker, Clerk of Council

APPROVED:
Todd Jordan
Todd Jordan, Mayor

02-13-2026
DATE

MISSISSIPPI LEGISLATURE

REGULAR SESSION 2026

By: Senator(s)

To: Local and Private; Finance

SENATE BILL NO. ____

AN ACT TO AMEND CHAPTER 920, LOCAL AND PRIVATE LAWS OF 1988, AS AMENDED BY CHAPTER 967, LOCAL AND PRIVATE LAWS OF 1994,AND SENATE BILL NO. 3214, 2007 REGULAR SESSION, TO RESTORE CERTAIN FUNDING TO BE UTILIZED BY THE DISTRICT TO SERVICE DEBT AND PAY THE COST OF FACILITIES NECESSARY TO SERVE ITS MUNCIPIAL, RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL CUSTOMERS, INCLUDING BUT NOT LIMITED TO THE WELLSPRING PROJECT AND THE HIVE, AND FOR CERTAIN OTHER PURPOSES; AND FOR RELATED PURPOSES.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. Chapter 920, Local and Private Laws of 1988, as amended by Chapter 967, Local and Private Laws of 1994, and Senate Bill No. 3214, 2007 Regular Session, is amended as follows:



Section 1. Whenever used in this act, unless a different meaning clearly appears in the context, the following terms shall be given the following meanings:

a) "Bonds" shall include notes, bonds and other obligations authorized to be issued under this act.

b) "City" means the City of Tupelo, Mississippi.

c) "Cost" as applied to the delivery of water service to a governmental entity or water association, means an amount equal to a proportional share of (i) the expenses of construction and acquisition of the project amortized over the term of the bonds issued for construction of the project, (ii) the expenses of construction and acquisition of improvements to the project amortized over the useful life of such improvements, (iii) financing cost for the project and the aforesaid capital improvements including the cost of interest on the bonds and debt obligations issued to finance such improvements, less the annual proceeds of the sales tax provided for in Section 5 of this act, and (iv) operation and maintenance expenses pertaining to the project as it may be improved from time to time, including a reasonably required reserve fund for repair and renovation of the project. The components of cost set forth above shall be determined by a certified public accounting firm designated by the district and acceptable to other users of the project. There shall be deducted from such components of costs set forth above, the proceeds of the special sales tax which will be used to pay the principal of and interest on the bonds as provided in Section 12 hereof.

d) "County" means Lee County, Mississippi.

e) "District" means the North East Mississippi Regional Water Supply District created pursuant to Section 51-8-1

et seq., Mississippi Code of 1972, as said district may be constituted from time to time. Local governmental units are entitled to join such district as provided by law.

f) "Governing body" means the Mayor and City Council of the City of Tupelo, Mississippi.

g) "Project" means an intake facility to obtain water from the Tombigbee River and Tennessee-Tombigbee Waterway, treatment facilities, transmission lines and related facilities, including, but not limited to, those facilities necessary to serve the Wellspring Project. The term "project" shall include any drainage, wastewater treatment or disposal facilities. The term "project" may include multiple separate projects.

h) "System" means the combined waterworks and sewerage system of the city.

i) "Wellspring Project" means the industrial development site established by Pontotoc, Union and Lee Counties, Mississippi, consisting of approximately one thousand seven hundred (1,700) acres adjacent to Interstate 22 (U.S. Highway 78) near the Blue Springs interchange and the improvement and development of such site for industrial and commercial purposes.

Section 2. (1) It is hereby determined and declared to be in the best interest of the people of the city, the county and the surrounding area to provide an adequate supply of water both for residential and industrial use. It is in the public interest that the city's critical water shortage be eliminated and that the water shortage problem which exists in the area be alleviated. The construction of the project will assure the maintenance and improvement of the living conditions of the people of northeast Mississippi, the continuation of industrial, commercial and economic opportunities in the area, including, but not limited to, the Wellspring Project, and the enhancement of

the health and welfare of the area's people, particularly its heaviest groundwater users, in the years to come.

(2) The city shall endeavor to alleviate the regional water shortage problem through cooperative efforts and agreements for the benefit of communities in the surrounding area. If any county located in whole or in part in the Eutaw-McShan aquifer is declared by the Department of Environmental Quality to be in an emergency situation as outlined in paragraph (1) above, such county may petition the district for access to the project and shall be granted access by the district. Any additions to the project shall be paid for with user fees which shall be assessed equally in all participating counties.

Section 3. The governing body is hereby authorized to issue general obligation bonds of the city in the aggregate principal amount not to exceed Twenty-three Million Dollars ($23,000,000.00) prior to March 2, 2007, and not to exceed an additional Thirty Million Dollars ($30,000,000.00) thereafter to raise money for the construction and acquisition of the project and payment of interest on bonds, establishment of reserves to secure such bonds and payment of expenses incident to the issuance of such bonds and to the implementation of the project. The bonds shall be general obligations of the city, but shall not be considered when computing any limitation of indebtedness of the city established by law. Bonds that are issued under the provisions of this act after March 2, 2007, other than refunding bonds, shall be issued at one or more times and may be issued on a parity with any other bonds issued under the provisions of this act, so long as the first series of such bonds is issued no later than the later of:

a) Two (2) years after the effective date of this act;

b) Two (2) years after the current City of Tupelo

Water Bonds issued under the authority of Chapter 967, Local and Private Laws of 1994, mature and are paid; or

c) Two (2) years after the final termination of any litigation affecting the issuance of the bonds.

Section 4. Any bonds issued pursuant to this act shall be issued in accordance with the provisions of Title 21, Chapter 33, Article 5, Mississippi Code of 1972, except that if such provisions conflict with the provisions of this act, the provisions of this act shall prevail. The full faith, credit and resources of the city shall be irrevocably pledged for the payment of the principal of and interest on the bonds.

Section 5. Before any bonds shall be issued pursuant to this act, the imposition of a special sales tax, in addition to all other taxes now imposed, at the rate of one-quarter of one percent (0.25%) upon all sales and services within the city which are subject to the general rate of state sales tax as well as all retail sales of food or drink for human consumption not purchased with food stamps issued by the United States Department of Agriculture or other federal agency, but which would be exempt under Section 27-65-111(o) from the taxes imposed by Title 27, Chapter 25 if the food items were purchased with food stamps. Fifty percent (50%) of the cost of any project or projects shall come from proceeds received from such special sales tax and fifty percent (50%) of the cost of any project or projects shall come from other sources and user fees.

Section 6. Bonds issued under this act may be issued as registered bonds pursuant to the provisions of Title 31, Chapter 21, Mississippi Code of 1972, or in bearer form either as to principal or interest or both, may contain such covenants and provisions, may be issued as term or serial bonds, in one or more series, may be executed and delivered at any time, and from

APPENDIX Q

time to time, may be in such form and denomination, may be of such tenor, may be payable in such installments and at such time or times, not exceeding twenty-five (25) years from their date of issuance, may be payable at such place or places and evidenced in such manner, may be callable with or without premium, may bear such rate or rates of interest and may contain such other provisions not inconsistent herewith, all as shall be provided in the proceedings of the governing body whereunder the bonds shall be directed to be issued. Bonds issued under this act may be sold either at public sale in the manner provided by Section 31-19-25, Mississippi Code of 1972, or at private sale, in the discretion of the governing body.

Section 7. No bond issued under this act shall bear a greater overall maximum interest rate to maturity than that allowed in Section 75-17-101, Mississippi Code of 1972, and no bond may bear more than one (1) rate of interest; each bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bonds; all bonds of the same maturity shall bear the same rate of interest from date to maturity. All interest accruing on bonds issued under this act shall be payable semiannually or annually, except that the first interest payment for any bond may be for any period not exceeding one (1) year. No interest payment shall be evidenced by more than one (1) coupon and neither cancelled nor supplemental coupons shall be permitted. The lowest interest rate specified for any bonds sold shall not be less than seventy percent (70%) of the highest rate specified for the same bond issue.

Section 8. Bonds issued under this act shall be executed on behalf of the city by the manual or facsimile signature of the mayor and clerk of the city with the manual or facsimile seal of the city affixed or imprinted thereon. At least one (1)

signature on each bond shall be a manual signature, whether of the mayor, city clerk or authenticating agent. If the officers whose signatures or countersignatures appear on the bonds or interest coupons shall cease to be such officers before delivery of the bonds, such signatures or countersignatures shall nevertheless be valid and sufficient for all purposes the same as if they had remained in the office until such delivery.

Section 9. Bonds issued under this act and all interest coupons applicable thereto shall be construed to be negotiable instruments, despite the fact that they are payable solely from a specified source, and shall be securities within the meaning of Article 8 of the Mississippi Uniform Commercial Code.

Section 10. (1) The principal proceeds received upon the sale of the bonds shall be deposited with a qualified depository of the city in a special fund in the name of the city from which there shall be first paid all expenses, premiums, fees and commissions incurred by the city and deemed necessary or advantageous by the governing body in connection with the authorization, issuance, sale, validation and delivery of the bonds.

(2) The balance of such proceeds shall be paid to the district and deposited with a qualified depository of the district. Such funds shall be held and disbursed for the project and may be used (a) for the project, (b) to pay interest on the bonds while the project is being completed and for a maximum of six (6) months after the estimated date of completion, (c) to pay engineering, fiscal, trustee, printing, accounting, financial advisor, construction manager, feasibility consultant and legal expenses, and development expenses incurred in connection with such project, and related structures and facilities, and the issuance of the bonds, (d) to provide for the establishment of a

reasonable reserve fund for the payment of principal of and interest on the bonds in the event of a deficiency in the revenues and receipts available for such payments, if such fund is provided for in the proceedings of the governing body in connection with the issuance of bonds, (e) to pay the premium or premiums on any insurance or any form of guarantee obtained from any source to assure the prompt payment of principal and interest when due, (f) to pay start-up costs and costs of operation and maintenance of the project and related structures and facilities while it is being established, erected, built, constructed, replaced, remodeled, renovated, added to, equipped or furnished and for a maximum of thirty-six (36) months after the estimated date of completion, (g) to provide for the payment of interim indebtedness incurred prior to the issuance of any bonds under this act and used for the purposes set forth above, and (h) to pay costs related to any suits and proceedings in connection with the project, including any costs of settlement thereof.

Section 11. (1) On or before the fifteenth day prior to the imposition of the special sales tax authorized in Section 5 of this act, the governing body shall give written notification to the Chairman of the State Tax Commission of the date on which the special sales tax will become effective.

(2) Such tax shall be collected in the same manner as the state sales tax imposed by Title 27, Chapter 65, Mississippi Code of 1972, and shall be accounted for separately from the amount of sales tax collected for the state in the city. All provisions of the Mississippi Sales Tax Law applicable to filing of such returns, discounts to the taxpayer, remittances to the State Tax Commission and retainage thereby of sums to defray the costs of collection, collection enforcement, rights of taxpayers, recovery of improper taxes, refunds of overpaid taxes or other provisions

of said chapter providing for imposition and collection of the sales tax shall apply to the tax authorized by this act.

(3) On or before the fifteenth day of each month, the revenue from the special sales tax collected under the provisions of this section during the preceding month shall be paid and distributed to the trustee provided in Section 13 of this act on behalf of the city. Such special sales tax shall stand repealed at the time and in the manner provided in subsection (3) of Section 13 of this act.

Section 12. (1) Bonds issued under this act may be refunded at any time and from time to time by the city pursuant to an authorizing resolution of the governing body, directing the issuance of refunding bonds in accordance with the Mississippi Bond Refinancing Act, Section 31-27-1 et seq.

(2) The city shall have the authority to enter into an investment agreement with a financial institution incorporated under the laws of the United States or the laws of any state in the United States providing assurances with respect to the return on investment of funds received by the city in connection with the issuance of refunding bonds.

Section 13. (1) The bonds shall be secured by a trust agreement by and between the city and a corporate trustee, which may be any trust company or bank incorporated under the laws of the United States or the laws of any state in the United States. Any such trust agreement shall pledge for the payment of the principal of, redemption premium, if any, and interest on the bonds, the proceeds of the special sales tax provided for in this act and may provide for any other source of payment which may from time to time be made available to pay debt service on the bonds,

including revenues of the project, subject to the provisions of subsection (3) of this section. The avails of the special sales tax shall be used solely for the payment of the principal of, redemption premium, if any, and interest on the bonds, including any bonds issued prior to March 2, 2007, and for the payment of expenses of issuance thereof or reserve funds therefor and shall not be used to lower or offset any user fees which are required under this act to pay fifty percent (50%) of the initial cost of construction of the project. To the extent the proceeds of the special sales tax and any other amounts which may from time to time be available for the payment of the principal of, redemption premium, if any, and interest on the bonds, including any available revenues of the project, are not sufficient for such purpose, the governing body shall levy a special ad valorem tax upon all of the taxable property within the city which shall be sufficient, together with other monies available for such purpose, to provide for the payment of the principal of, redemption premium, if any, and interest on such bonds according to the terms thereof.

(2) Such trust agreement may provide for the creation and maintenance of such reserve funds as the governing body shall determine are reasonable and proper, including such sinking fund or funds as may be necessary to provide for the payment of the principal of, redemption premium, if any, and interest on the bonds, subject to the provisions of subsection (3) of this section. Any such trust agreement or any resolution directing the issuance of bonds may contain such provisions for protecting and enforcing the rights and remedies of the registered owners thereof as may be reasonable and proper and not in violation of law, including the duties of the city in relation to the acquisition of property and the construction, improvement,

equipping, furnishing, maintenance, repair, operation and insurance of the project and the custody, safeguarding and application of all monies.

(3) Such trust agreement shall provide for the creation of a fund which is separate and apart from any other fund authorized under this section. The trustee shall deposit into such fund all special sales tax revenues imposed and collected under this act subject, however, to any pledge of such revenues made as security for bonds issued by the city prior to March 2, 2007. The special sales tax revenues deposited into the fund shall be invested in the manner provided by law for the investment of public funds. Such special sales tax revenues, including interest earned thereon, shall be used to pay not more than fifty percent (50%) of the principal of and interest on such bonds as they become due and payable on any payment date. The trustee shall determine when the special sales taxes which it has actually received, together with any income actually realized from the investment of such special sales tax revenues, are sufficient to pay fifty percent (50%) of the principal of and interest on bonds then outstanding, as such bonds and the interest thereon mature and accrue to the final maturity date; and, to the extent not needed for such purposes, the avails of the special sales tax may be used to pay the costs of any additions to the project or projects. The authority to levy such special sales tax shall stand repealed on the first day of the month immediately succeeding the payment in full of the principal of and interest on all bonds issued pursuant to Section 3 of this act. The balance of any funds remaining in the fund described in this subsection after final payment of all principal of and interest on the bonds as herein provided shall be remitted to the district. It is the intent of the Legislature that not more than

fifty percent (50%) of the principal of and interest on the bonds issued under this act and any costs incident thereto shall be paid from the special sales tax and the interest earned thereon.

(4) Any such trust agreement may set forth the rights and remedies of the registered owners of the bonds and of the trustee, and may restrict the individual right of action by such registered owners as is customary in trust agreements or trust indentures securing bonds and debentures of corporations. Further, any such trust agreement may contain such provisions as the city may deem reasonable and proper for the security of such registered owners and may also contain provisions governing the issuance of bonds to replace lost, stolen or mutilated bonds.

(5) Any such trust agreement may contain a provision that, in the event of a default in the payment of the principal of, redemption premium, if any, or the interest on the bonds issued in accordance with or relating to, such agreement or in the performance of any agreement contained in the proceedings, trust agreement or instruments relating to such bonds, such payment and performance may be enforced by mandamus or by the appointment of a receiver in equity.

(6) All expenses incurred by the city in carrying out the provisions of any such trust agreement may be treated as a part of the cost of the operation of the project.

(7) Any surplus funds, excluding special sales tax revenues and interest earned thereon, received by the trustee after payment in full of the principal of, redemption premium, if any, and interest on the bonds, or provision therefor having been made, shall be paid over to the city and expended for improvements, repairs and extensions to the project.

Section 14. (1) Bonds issued under this act and the income

therefrom shall be exempt from all taxation in the State of Mississippi, excepting inheritance and gift taxes.

(2) Bonds issued under this act shall be legal investments for commercial banks, savings and loan associations and insurance companies organized under the laws of this state.

Section 15. Bonds issued under this act shall be submitted to validation as provided by Title 31, Chapter 13, Mississippi Code of 1972, and to that end the city clerk shall be directed to make up a transcript of all legal papers and proceedings relating to the bonds and to certify and forward the same to the state's bond attorney for the institution of validation proceedings.

Section 16. The governing body, the board of supervisors of any county or the governing authorities of any city in which a part of the project or projects are located are authorized to exercise such powers of eminent domain as are required by the public convenience and necessity to acquire property, or interests therein, whether real, personal or mixed, on which to construct the project or any part thereof.

Section 17. (1) The project shall be owned by the district. The district is authorized to contract with any agency, department or other office of government or any individual, partnership, corporation, utility or water management district, county or municipality, and each of those entities are authorized to contract with the district for the acquisition, treatment or furnishing of water or providing of property, equipment or services by or to the district regarding the construction, funding or operation of the project and to contract for the management of the project or any part thereof by any individual, partnership or corporation or governmental entity. The district is further authorized, to the extent that the governing body determines to be in the best interest of the city and the

surrounding area, to sell, lease or otherwise convey any of the facilities or property constituting a part of or pertaining to the project and to contract with any of the above entities regarding such sale, lease or conveyance. The authority to levy and collect the special taxes provided for in this act shall not be adversely affected by any such contract, agreement, sale, lease or conveyance.

(2) Such agreement may contain a provision whereby the entity contracting with the district agrees to take an established amount of water at an established rate or to pay an amount if it does not require the established amount or if the project is not able to provide water in such amounts in the applicable time periods. The district is further authorized to lease any of the facilities or property constituting a part of or pertaining to the project and to contract with any of the above entities regarding such lease. The authority to levy and collect the special tax provided for in this act shall not be adversely affected by any agreement entered into pursuant to this section. The revenues and expenses of the project shall be accounted for so that the cost of water service can be determined as provided in this act. The district shall sell water from the project to each governmental entity or water association within the district at the cost of such water service.

Section 18. The district shall pledge a sufficient portion of its revenues received from the sale of water from the project, after payment of the expense of operation and maintenance of the project, to the payment of principal of and interest on any bonds as the same comes due to the extent the same is not paid with the proceeds of the sales tax referenced in Section 5 herein. The proceedings of the governing body in connection with the issuance of bonds, pursuant to agreement with the district, may provide

for the payment of a sufficient portion of such revenues to the trustee provided for herein, and may contain such other provision regarding the priority of such pledge as shall be contained therein and in any agreements between the district and any other contracting party, including the city.

Section 19. This act, without reference to any other statute, shall be deemed to be full and complete authority for the issuance of bonds under this act, and shall be construed as an additional and alternative method therefor, and none of the present restrictions, requirements, conditions or limitations of law applicable to the issuance or sale of bonds, notes or other obligations by municipalities of this state shall apply to the issuance and sale of bonds under this act, and no proceedings shall be required for the issuance of such bonds other than those provided for and required herein. All other powers and authority provided for or granted in this act, other than the levy of taxes authorized under this act, may be exercised whether or not bonds are issued pursuant to this act. All powers necessary to be exercised in order to carry out the provisions of this act are hereby conferred.

Section 20. Nothing in this act shall prohibit other political subdivisions from obtaining water from the Tombigbee River and the Tennessee-Tombigbee Waterway as provided by state law.

Section 21. Nothing contained in this act (Senate Bill No. 3214, 2007 Regular Session) shall affect any bonds issued by the city prior to March 2, 2007, or the security pledged therefor or any agreement entered into with respect to the security for such bonds.

Section 22. No member of the Legislature, elected official or appointed official, or any partner or associate of any member

of the Legislature, elected official or appointed official shall derive any income from the issuance of any bonds under this act.

SECTION 2. This act shall take effect and be in force from and after its passage.

City of Tupelo

City Council

MAYOR
Todd Jordan

CITY COUNCIL
Chad Mims
Ward One

Lynn Bryan
Ward Two

Travis Beard
Ward Three

Nettie Davis
Ward Four

Bentley Nolan
Ward Five

Janet Gaston
Ward Six

Rosie Jones
Ward Seven

February 13, 2026

CERTIFICATION

STATE OF MISSISSIPPI
COUNTY OF LEE
CITY OF TUPELO

This is to certify that the attached is a true and exact copy of a resolution passed by the city council on February 3, 2026, signed by Mayor Todd Jordan and digitaly signed by Council President Janet Gaston. This same resolution will be reflected in the minutes of the City of Tupelo, Mississippi for the council meeting held on February 3, 2026

THIS, the 13th day of February, 2026

Sandra Shumaker
Clerk of Council

SEAL

71 East Troy St • P O Box 1485 • Tupelo, Mississippi 38802 • Phone 662-841-6510 • Fax 662-841-6550