



Tupelo Coliseum Commission
Regular Meeting Minutes
February 26, 2024

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, February 26, 2024 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden
Vice Chair- Stephanie Coomer
Commissioner-Yvette Crump
Commissioner- Romanda Ofosu-Darkwah
Commissioner- Darrell Marcle
Commissioner- Mike Armour

Representatives of the City of Tupelo Present:

Kevan Kirkpatrick –Executive Director -Cadence Bank Arena and Conference Center
Kim Hanna- CFO
Rosiland Barr- Assistant CFO
Chad Mims – City Council

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

Approval of minutes from January 22, 2024 was discussed. Commissioner Darrell Marcle made a motion to approve the minutes as written, seconded by Commissioner Mike Armour. All commission members voting aye, the motion passed.

Financial Report

Kim Hanna discussed the financial report.

Director's Report

Kevan began his report by updating us on his Pollstar Conference in Los Angeles, Ca. He picked up several "hold" dates for the 4th quarter and 1st quarter of 2025.

Kevan gave us an update on our past events. We had MS Natural Gas from 01/23-25, Katt Williams on 01/26 with the highest grossing sales since before the pandemic, Deep South Cheer 01/27-28, Golden Triangle Rodeo on 02/03, Charity Ball 02/09, King City Classic 02/16-18, Victory Cheer 02/23-24 and 36 meeting events.

Kevan also updated us on our upcoming events. We have Winter Jam on 02/29, Long Distributing Food Show 03/05, Monster Jam 03/09-10, We Are Messengers 03/14 and 20 meeting events.



CADENCE BANK
Arena & Conference Center

Old Business:

Kevan gave us an update on the West Parking Lot project, it will go out for bid soon and be completed in the late summer.

New Business

Igloo Sole Source purchase letter was discussed to approve for our margarita machines. Commissioner Yvette Crump made a motion to approve, seconded by Commissioner Mike Armour. All commissioners voted aye; the motion passed.

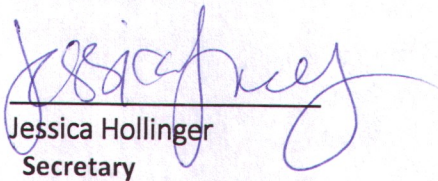
Daikin AC maintenance agreement was discussed to use for our Conference Center AC units. Vice Chair- Stephanie Coomer made a motion to approve, seconded by Commissioner Yvette Crump. All commissioners voted aye; the motion passed.

Check Approval:

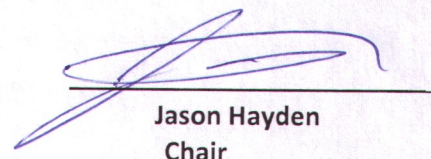
Commissioner Yvette Crump made a motion to approve the checks from January, seconded by Commissioner Mike Armour. All commissioners voted aye; the motion passed.

Adjournment:

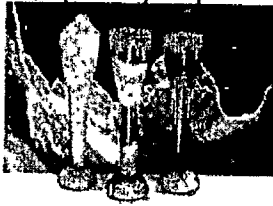
Chair Jason Hayden adjourned the meeting at approximately 3:25 p.m.



Jessica Hollinger
Secretary



Jason Hayden
Chair



Igloo's
FROZEN DRINKS

THE PERFECT CHOICE FOR ALL YOUR FROZEN BEVERAGE NEEDS
SINCE 1983

RE: Sole Source letter

February 21, 2024

To Whom It May Concern:

Igloo's Frozen Drinks is the sole source provider of Igloo's high volume equipment, Igloo's Vita-Mix machines & associated Igloo's flavor for said machines. Only Igloo's flavor can be used in Igloo's machines. Any other flavor found to be used in Igloo's machines will result in immediate removal of Igloo's equipment.

Orders for Igloo's flavor can be made by e-mail to orders@igloos.com or via phone to 817-306-1400.

Thank you for your business,

Marla Webb
Igloo's Frozen Drinks
marlaw@igloos.com



Authorized Service Provider

Assured Maintenance Agreement

Customer Name **CADENCE BANK ARENA & CONFERENCE CENTER**

(Hereinafter referred to as "Customer")

Address **375 EAST MAIN STREET**

City **TUPELO** State **MS** Zip **38804**

Locations(s) **TUPELO, MS**

Scope of Service

In consideration of their mutual agreement, Ewing/Kessler, Inc. (hereinafter also referred to as "Daikin Authorized Service Provider") and Customer agree that the following services and type of coverage for the above location(s) for the equipment listed on the attached Equipment Schedule (hereinafter referred to as "Equipment") will be provided in accordance with the Terms and Conditions, Assured Maintenance Agreement Equipment Schedule and Assured Maintenance Agreement Plans and Service Programs included herein.

I. Type of Plan

- Inspection Comprehensive Maintenance

IIa. System Components Covered

- VRV Systems
 Air Conditioning
 Process Cooling
 Temperature Controls
 Electrical Equipment

IIb. Service Options Included

- Water Treatment
 Air Filters
 Refrigeration
 Digital Systems
 Refrigerant Coverage
 Predictive Maintenance
 D-Net Performance Services

Emergency Service Response

This Agreement includes emergency service response as checked below:

- 24 hours per day, 7 days per week including holidays.
 24 hours per day, 5 days per week (Monday - Friday).
 During normal working hours on McQuay International scheduled business days.
 Not included in this Agreement but available on a time and material basis.



Authorized Service Provider

Assured Maintenance Agreement Inspection Plan

Customer Name **CADENCE BANK ARENA & CONFERENCE
CENTER**

Inspections

During normal working hours Daikin Authorized Service Provider shall provide 1 ANNUAL AND
1 INSPECTION per year, unless otherwise noted, for the Equipment.

1. **Daikin Authorized Service Provider agrees to:**
 - a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Assured Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
 - b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
 - c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.
2. **Customer agrees to:**
 - a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Authorized Service Provider in conjunction with the performance of this Agreement.
 - b) Allow Daikin Authorized Service Provider to start and stop the Equipment in order to perform services specified in this Agreement.
 - c) Operate the Equipment in accordance with Daikin Authorized Service Provider instruction and to notify Daikin Authorized Service Provider promptly of any change in the usual operating conditions.
 - d) Provide reasonable means of access to the Equipment and building.
 - e) Employ only Daikin Authorized Service Provider personnel or persons authorized by Daikin Authorized Service Provider to perform all work on the Equipment, except for operation of same.
3. **It is understood that, except to the extent otherwise provided in the Assured Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:**
 - a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
 - b) The maintenance of space conditions or system performance.
 - c) The changing or cleaning of air filters.
 - d) Piping or ductwork.
 - e) Damage due to freezing weather.
 - f) Water treatment.
 - g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
 - h) Disconnect switches, fuses and circuit breakers.
 - i) Portable recorders
 - j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
 - k) Boiler shell, tubes, and refractory material.
 - l) Replacement of complete unit.
 - m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Exceptions and additions: _____



Authorized Service Provider

Customer Name **CADENCE BANK ARENA & CONFERENCE
CENTER**

Contract pricing:

Year 1 Price **\$8,724.00**
Year 2 Price **\$8,984.00**
Year 3 Price **\$9,253.00**

Duration

This Agreement shall remain in effect for an initial term of 3 year(s) beginning April 1, 2024 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this Agreement.

Price and Payment Terms

1. Daikin Authorized Service Provider will provide services pursuant to this Assured Maintenance Agreement for the sum of **\$8,724.00** per annum.
 2. Payment will be in advance as follows: on the first day of the Effective Date of each quarter this Agreement, Daikin Authorized Service Provider will provide Customer with an invoice in the amount of **\$2,181.00**
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Authorized Service Provider

Amendments

Includes the following services: (1) Annual and (1) operational inspection.

Annual Spring Inspection:

- Wash the condenser coils.
- Replace the blower belts if applicable.
- Check refrigerant pressures.
- Checked electrical connections for hot spots.
- Check contactors for wear.
- Wash out drain lines.
- Verify condenser fan operations.
- Check compressor operations.
- Check overall unit condition.
- Report any deficiencies to the customer.

Operational Summer Inspection

- Wash condenser coils if needed.
- Check blower belts for wear.
- Check refrigerant pressures.
- Verify condenser fan operations.
- Check compressor operations.
- Check overall unit condition.

The Terms and Conditions set forth on the reverse side of this signature page from an integral part of this Agreement and are expressly incorporated herein.

Submitted by Chad Lowry
Daikin Authorized Service Provider
Service Sales Representative

Date 2/21/2024

Accepted:

(Full legal name of Customer)

Approved:
Ewing/Kessler, Inc.

Signature

Signature

Title

Title

Date _____

Date _____

Service location: Daikin Authorized Service Provider – (Memphis)

Address: 1631 Century Center Parkway, Suite 105
Memphis, TN 38134
Phone: (901) 849-0742



Authorized Service Provider

Terms & Conditions

1. This writing is an offer by Ewing/Kessler to sell the services described in the agreement and related documentation to Customer, and is made solely on the terms and conditions hereof, notwithstanding and additional or conflicting terms and conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by Ewing/Kessler. Customer acknowledges and agrees that any purchase order issued by Customer in conjunction with this agreement will only establish payment authority for Customer's internal accounting purposes. Any such purchase order will not be considered by Ewing/Kessler to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of Ewing/Kessler.
2. Ewing/Kessler will provide the above-described services for that sum and in accordance with the payment terms herein and those set forth in the agreement and related documentation. Ewing/Kessler reserves the right to add to any account outstanding more than 30 days interest at 1 ½% per month or the highest rate allowed by law. Customer agrees to pay all costs of collection incurred by Ewing/Kessler including, but not limited to, collection agency fees, attorneys' fees and court costs. Additional services may be performed upon request at a price to be determined, subject to this agreement.
3. In the event that Ewing/Kessler determines, during the first 30 days of this agreement or upon seasonal startup that any equipment covered under this agreement is in need of repair and/or replacement, Ewing/Kessler shall inform Customer of the equipment condition and remedy. Ewing/Kessler shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to a condition acceptable to Ewing/Kessler or Customer removes the unacceptable system(s), component(s), or part(s) from this agreement.
4. The price is subject to adjust once each calendar year, effective on the anniversary date, for changes in labor and material costs. Customer shall receive forty-five (45) days prior written notice of such adjustments.
5. Customer shall promptly pay invoices within 30 days of receipt. Should payment become more than 30 days delinquent, Ewing/Kessler may stop all work under this agreement or terminate this agreement as provided in the next paragraph and remove any equipment it installed.
6. This agreement may be terminated (i) by either party upon the anniversary date hereof, provided however, that written notice of such termination must be received by the non-terminating party at least (30) days prior to the anniversary date, (ii) by Ewing/Kessler upon five (5) days prior written notice to Customer, in the event that any sums or monies due or payable pursuant to this or any other agreement between Customer and Ewing/Kessler are not paid when due, or in the event that additions, alterations, repairs or adjustments are made to the system or equipment without Ewing/Kessler's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If this agreement is terminated for any reason, other than a breach by Ewing/Kessler, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of this agreement, or an amount equal to time and materials expended for the year, whichever is less.
7. Customer shall pay Ewing/Kessler, in addition to the price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other national, state or local government, which Ewing/Kessler is required to pay in connection with the services or materials furnished hereunder.
8. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule regulation or ordinance (collectively "Government Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the subject to this agreement be used, shall be borne solely by Customer. In this regard, Ewing/Kessler shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
9. The price stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay Ewing/Kessler any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
10. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims & liabilities associated with or incurred in connection with any hazardous materials, waste materials, or substances, including but not limited to waste oils and asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials, waste materials or substances shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials, waste materials, and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless Ewing/Kessler and its officers, agents, and employees, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos and waste oils, in connection with the services performed hereunder. Ewing/Kessler shall have the right to suspend its work at no penalty to Ewing/Kessler until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
11. Ewing/Kessler reserves the right to engage others in a subcontractor status to perform the work hereunder.
12. Customer agrees to provide Ewing/Kessler personnel with required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless restricted specifically in the quote. Customers agree to ensure that sufficient service access space is provided. Ewing/Kessler shall not be held liable for failure or damage to any equipment caused by power interruptions, single phasing, obsolescence, electrical power failures, low voltage, or other deficiencies beyond the control of Ewing/Kessler.
13. This agreement does not include responsibility for design of the system, obsolescence, electrical-power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s) by others (including Customer), negligent treatment or use of the system by others (including Customer), failure of Customer to properly operate the system(s), or other causes beyond the control of Ewing/Kessler.
14. In the event that Ewing/Kessler is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Ewing/Kessler's control, Customer shall pay Ewing/Kessler rates for performing such services.
15. Ewing/Kessler shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of a delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If the materials or equipment to be provided pursuant to this offer become temporarily or permanently unavailable for reasons beyond the control of Ewing/Kessler, Ewing/Kessler shall be excused from furnishing said materials or equipment and be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.
16. EWING/KESSLER SHALL NOT IN ANY EVENT BE LIABLE TO CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ANY DELAY, ACT, ERROR OR OMISSION OF EWING/KESSLER FROM CUSTOMER UNDER THIS AGREEMENT.
17. Ewing/Kessler extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed. These warranties do not extend to any Equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EWING/KESSLER HEREBY SPECIFICALLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE.
18. Each party agrees that it is responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of its employees or employees of its subcontractors. If any party's employees or those of its subcontractor's cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses which arise. Each party agrees to defend and hold harmless the other party, its officers, directors and employees, from and against all claims, damages, losses, and expenses is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
19. This agreement shall be binding upon and incurred to the benefit of each party's respective succession, assigns, and affiliates. This agreement is governed by and construed in accordance with the laws of the State of Tennessee.
20. Should Ewing/Kessler be required to bring legal action against customer, or should customer bring legal action against Ewing/Kessler, and Ewing/Kessler prevails in the action, customer agrees to pay the costs of the action including, but not limited to, attorney's fees and expenses.
21. This document shall be construed without regard to any presumption or other rule requiring construction against the part that caused this Contract to be drafted.