

A RESOLUTION TO AUTHORIZE THE DEPARTMENT OF PUBLIC WORKS TO ENTER INTO AN EMERGENCY PURCHASE CONTRACT FOR THE REPAIR OF PUBLIC DRAINAGE PURSUANT TO MISS. CODE ANN. § 31-7-13(k)

WHEREAS, there exists sinkholes, washouts and other surface and subsurface conditions in the vicinity of 3372-3384 Mossey Cup Drive in the city limits of Tupelo that in their present condition are a hazard to the health, safety and welfare of the community; and

WHEREAS, the Director of Public Works and licensed engineers have determined that the sinkhole has been caused by a failed City drainage pipe, and a delay incident to giving an opportunity for competitive bidding for a public construction project in an amount exceeding \$75,000 would be detrimental to the interest of the governing authority by causing the sinkhole to become increasingly more hazardous; and

WHEREAS, such a hazard is currently creating sinkholes around the foundation of the properties identified above as shown in the photographs attached hereto as Exhibit “A” and such will inevitably cause further harm to the health and safety of persons and the preservation and protection of property; and

WHEREAS, an emergency purchase is authorized by Miss. Code Ann. § 31-7-13(k) to allow governing authorities to enter emergency repair contracts when it would otherwise be a detriment to the interest of the municipality to allow time for competitive bidding; and

WHEREAS, to allow for as much competition as practical under the situation, the City of Tupelo has obtained two competitive written proposals, each from licensed construction companies, for the emergency repair (*see* Exhibits “B” and “C”); and

WHEREAS, James A. Hodges Construction, Inc. is the apparent lowest and best bidder; and

WHEREAS, sufficient facts exist to determine that there is a need for an emergency purchase to repair the failed drainage pipe.

NOW, THEREFORE, let it be resolved by the Mayor and City Council of the City of Tupelo, the following:

- 1) The above findings are hereby found to be true and accurate, and in accordance with a lawful expression of the emergency purchase authority of the City of Tupelo, Mississippi.
- 2) The Director of Public Works has obtained two competitively written proposals for the performance of the emergency repair work.
- 3) The proposals have been assessed using measurable criteria including, but not limited to, contractor experience, cost, and the ability to immediately proceed.
- 4) Based on the measurable criteria indicated above, it is determined that Hodges Construction has presented the lowest and best proposal and shall be awarded the project.
- 5) The Mayor of the City of Tupelo is hereby authorized to execute a contract for the repair of the failed drainage pipe, and other matters pertinent thereto, with James A. Hodges Construction, Inc. Acceptance by the City of such contract shall be made subject to the provision of insurance and bonds as required by State law. (*see* Exhibit “D”)

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

Councilmember Mims _____
Councilmember Bryan _____
Councilmember Beard _____
Councilmember Davis _____
Councilmember Nolan _____
Councilmember Gaston _____
Councilmember Jones _____

BE IT ORDERED on this the ____ day of June 2026.

CITY OF TUPELO, MISSISSIPPI

JANET GASTON
City Council President

ATTEST:

SANDRA SHUMAKER, Clerk of the Council

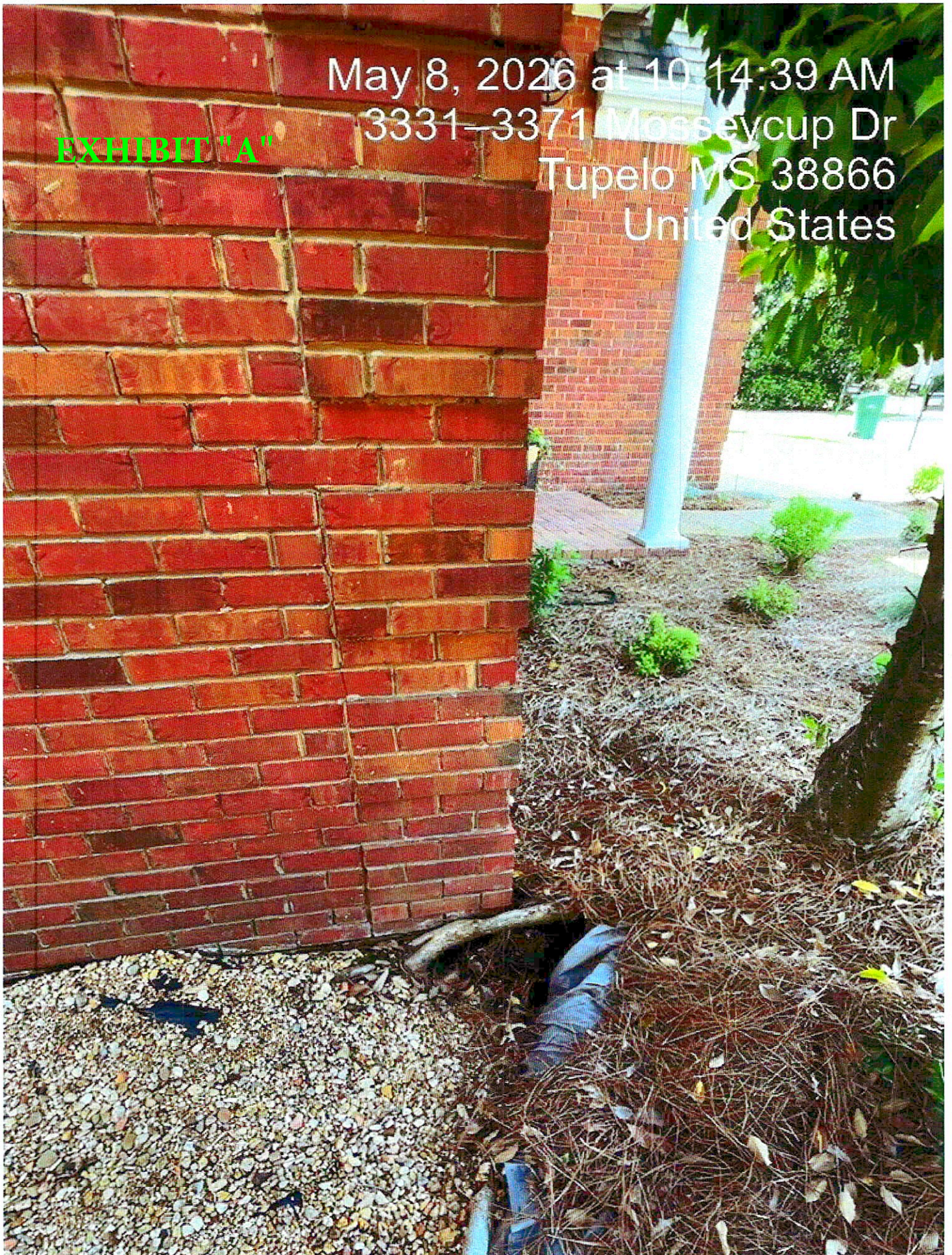
APPROVED

TODD JORDAN, Mayor

DATE

May 8, 2026 at 10:14:39 AM
3331-3371 Mosseycup Dr
Tupelo MS 38866
United States

EXHIBIT "A"



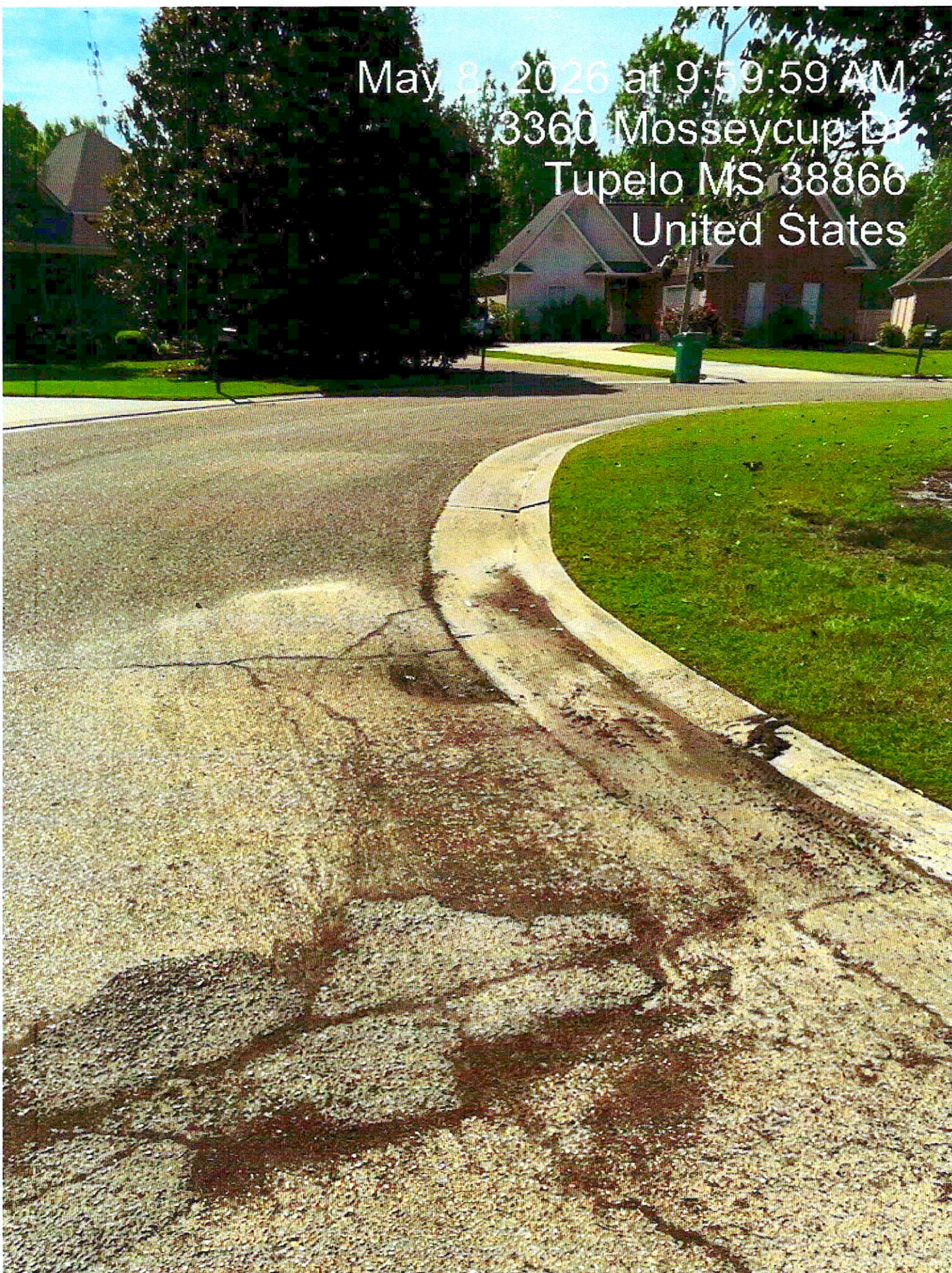
May 8, 2026 at 9:59:48 AM
3371 Mosseycup Dr
Tupelo MS 38866
United States



May 8, 2026 at 10:00:38 AM
3331-3371 Mosseycup Dr
Tupelo MS 38866
United States



May 8, 2026 at 9:59:59 AM
3360 Mosseycup Dr
Tupelo MS 38866
United States



May 8, 2026 at 10:04:33 AM
8338 Mosseydun Dr
Tupelo, MS 38866
United States



May 8, 2026 at 10:05:47 AM
3348 Mosseycup Dr
Tupelo MS 38866
United States





0

4/30/2023

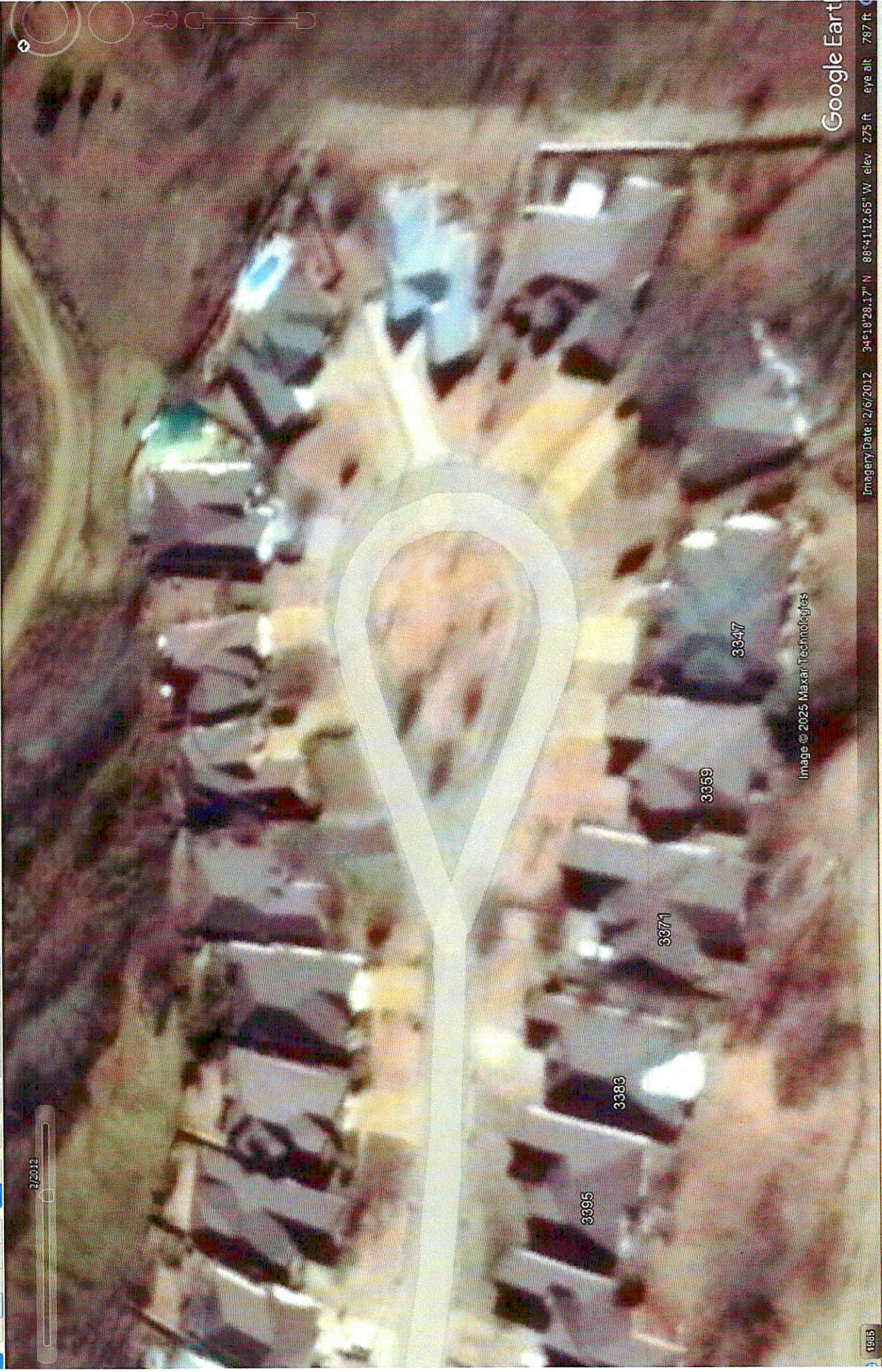
Imagery Date: 4/30/2023 34°18'28.40" N 88°41'10.74" W elev 280 ft eye alt 1189 ft

Google Earth

Image © 2025 Airbus

1885

April 23



Google Earth

Imagery Date: 2/6/2012 34°19'28.17" N 88°41'12.65" W elev. 275 ft eye alt. 787 ft

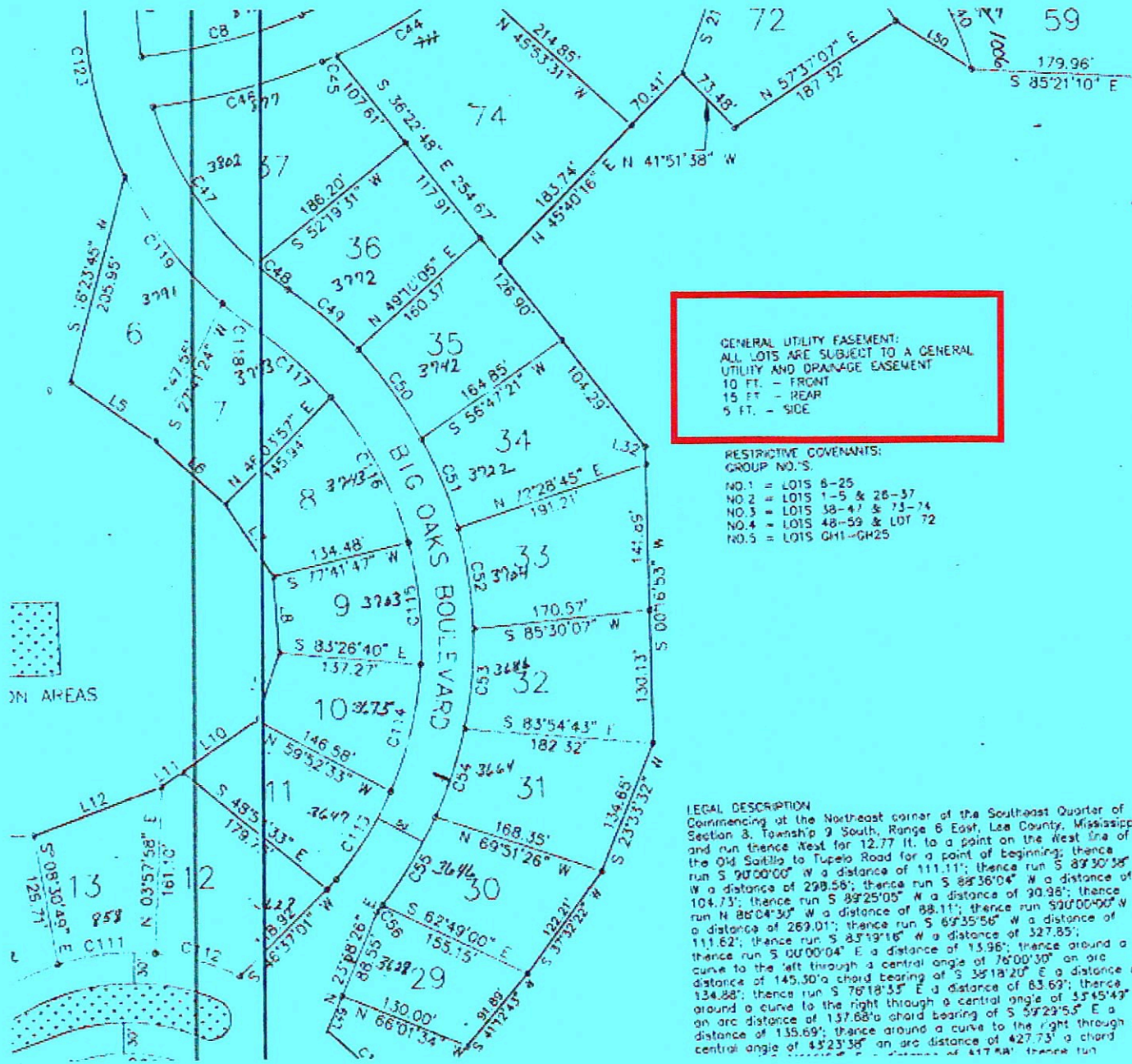
Image © 2025 Maxar Technologies

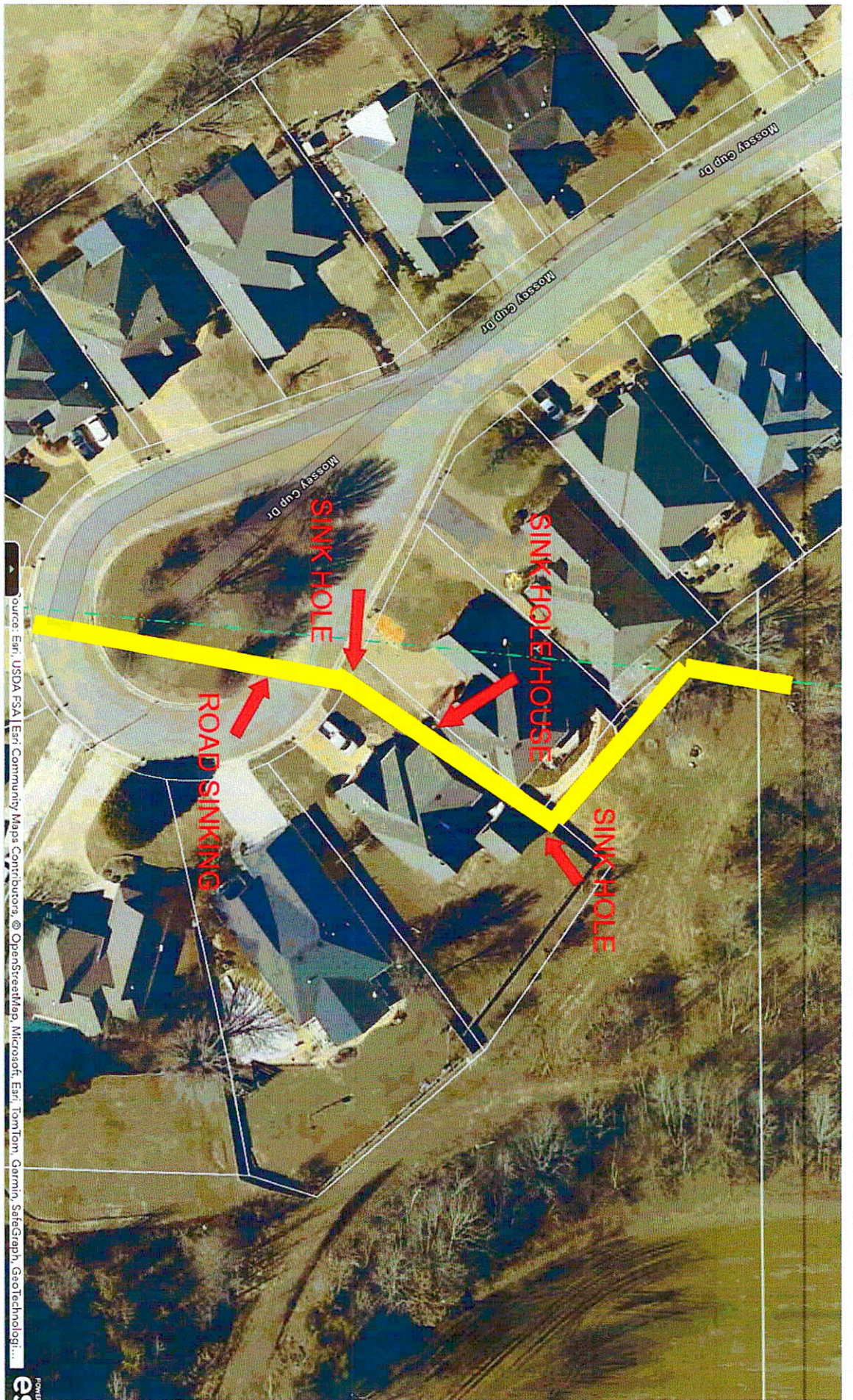


2/2012

1885

2 / 2012





Source: Esri, USDA FSA, Esri, Community Maps Contributors, OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnology



James A. Hodges Construction
1281 CR 811
Saltillo, MS 38866

Office: 662-842-8538 Fax: 662-842-8878 John Oakes (662) 871-3418
Email: john.d.oakes2@gmail.com

Mossey Cup Drive Strom Drainage Repair Work
Date: 5-20-2026

James A. Hodges Construction				
Description	Quantity	Measurement	Unit Price	Total Price
Mobilization	1.00	LS	\$45,000.00	\$45,000.00
Demo Storm Drain	120.00	LFT	\$25.00	\$3,000.00
Removal of Curb and Gutter	30.00	LFT	\$15.00	\$450.00
Demo inlet boxes	2.00	EACH	\$1,000.00	\$2,000.00
Demo Fence (Wood)	1.00	LS	\$2,500.00	\$2,500.00
Saw Cutting	115.00	LFT	\$10.00	\$1,150.00
42" HP PIPE	80.00	LFT	\$70.00	\$5,600.00
SS-2 Inlet	6.00	CYDS	\$3,500.00	\$21,000.00
Concrete Inlet	10.00	CYDS	\$3,500.00	\$35,000.00
Connect to existing pipe	4.00	EACH	\$2,500.00	\$10,000.00
Existing Pipe Lining	1.00	LS	\$66,440.00	\$66,440.00
Concrete Pipe Collar	1.00	EACH	\$2,000.00	\$2,000.00
Wood Fence Install	1.00	LS	\$10,100.00	\$10,100.00
Sod (Yards)	1,500.00	SQYDS	\$6.00	\$9,000.00
Borrow Excavation	200.00	CYDS	\$30.00	\$6,000.00
Unclassified Excavation	150.00	CYDS	\$22.00	\$3,300.00
Storm Connections and Landscaping @ Corner of House	1.00	Ls	\$15,000.00	\$15,000.00
Asphalt Demo	60.00	SY	\$28.00	\$1,680.00
Asphalt Patching	15.00	TON	\$285.00	\$4,275.00
Concrete Repair	10.00	CYDS	\$2,500.00	\$25,000.00
Sub Total				\$268,495.00
P&P				2379
Total				\$270,874.00

James A. Hodges Construction

John Oakes

Signature: John Oakes **Date:** 6-11-2026

Accepted By: _____ **Date:** _____

Exhibit "C"

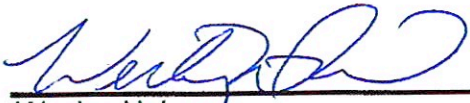
Paul Smithey Construction Company, Inc.

P.O. Box 357 ~ Belden, MS 38826
email address: paulsmitheyconst@att.net
(662) 844-0794 Office
(662) 844-0601 Fax

Price Quotation

TUPELO PUBLIC WORKS		Date	6/11/26	
TUPELO, MS		Job	PIPE REPLACEMENT	
<u>C/O JOSH GRUBBS</u>		Location	MOSSY CUP	
		Terms	Quote good for 30 days	
Description	UNIT	QTY	Unit Price	Total Price
MOBILIZATION	LS	1	\$16,042.50	\$16,042.50
DEMO STORM DRAIN	LF	120	\$155.25	\$18,630.00
REMOVAL OF CURB AND GUTTER	LF	30	\$46.58	\$1,397.40
DEMO INLET BOXES	EA	2	\$8,280.00	\$16,560.00
DEMO FENCE (WOOD)	LS	1	\$2,587.50	\$2,587.50
SAW CUTTING	LF	115	\$25.88	\$2,976.20
42" HP PIPE	LF	80	\$336.38	\$26,910.40
SS2- INLET	CY	6	\$2,095.88	\$12,575.28
CONCRETE INLET	CY	10	\$2,095.88	\$20,958.80
CONNECT TO EXISTING PIPE	EA	4	\$3,105.00	\$12,420.00
EXISTING PIPE LINING	LS	1	\$103,914.00	\$103,914.00
CONCRETE PIPE COLLAR	EA	1	\$1,966.50	\$1,966.50
WOOD FENCE INSTALL	LS	1	\$10,350.00	\$10,350.00
SOD	SY	1,500	\$13.97	\$20,955.00
BORROW EXCAVATION	CY	200	\$28.98	\$5,796.00
UNCLASSIFIED	CY	150	\$15.53	\$2,329.50
STORM CONNECTIONS AND LANDSCAPING	LS	1	\$5,175.00	\$5,175.00
ASPHALT DEMO	SY	60	\$51.75	\$3,105.00
ASPHALT PATCHING	TN	15	\$672.75	\$10,091.25
CONCRETE REPAIR	CY	10	\$828.00	\$8,280.00
			TOTAL	\$303,020.33

Acceptance of Quote



 Wesley Nelson
 Paul Smithey Construction Company

 Signature
 Date: _____

Exhibit "D"

MOSSEY CUP DRIVE DRAINAGE REPAIR CONTRACT

This AGREEMENT (the "Contract") is entered into on _____, 2026, by and between the CITY OF TUPELO, MISSISSIPPI (the "City"), and JAMES A. HODGES CONSTRUCTION, INC. (the "Contractor").

1. Scope of Work

The Contractor shall furnish all labor, materials, supplies, tools, equipment, and supervision and services necessary to perform drainage repair work in the vicinity of Mossey Cup Drive as directed by the City, including the repair, replacement, cleaning, excavation, installation, and restoration associated with the drainage facilities as described in "Exhibit A" attached hereto ("Project").

2. Contract Price

The City agrees to pay the Contractor the sum of \$_____, subject to any approved change orders. Payment shall be made upon submission of an invoice and approval by the City.

3. Time for Completion

The Contractor shall commence work upon receiving a notice to proceed and shall substantially complete the work within sixty (60) calendar days. Time is of the essence for completion of the project. Additional time may be granted to the Contractor at the sole discretion of the City.

4. Changes in the Work

The City may authorize changes in the scope of work as authorized by Miss. Code Ann. § 31-7-13 (1972, as amended). Any change affecting the contract price or time for completion shall be documented by a written change order signed by both parties.

5. Progress Payments

In the event that progress payments are requested by the Contractor, the City shall retain an amount of each request in accordance with Miss. Code Ann. § 31-5-33 (1972, as amended).

6. Insurance

The Contractor shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and workers' compensation coverage as required by Mississippi law and shall name the City as an additional insured and provide certificates of insurance prior to commencing construction.

7. Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and licensing requirements.

8. Indemnification

To the extent permitted by Mississippi law, the Contractor shall indemnify and hold harmless the City, its officers, employees, and agents from all claims arising from and/or related to the Project. Not in any way to limit the previous provision, the Contractor shall be responsible for the protection and security of the job site and all materials, equipment, tools, and supplies used in connection with the Work until final acceptance by the City. The Contractor shall erect and maintain all necessary safeguards, warning signs, barricades, lights, traffic control devices, and other protective measures required to prevent injury to persons or damage to property. The Contractor shall promptly remedy any unsafe condition related to the Project.

The City shall not be responsible for the security of the job site or for any loss of or damage to any person, property, tool or equipment. The Contractor shall immediately notify the City of any accident involving bodily injury, property damage, or any condition that poses an imminent threat to public health or safety occurring in connection with the Project.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a Payment Bond and a Performance Bond each in an amount equal to the amount of the Contract as security for faithful performance and payment of this Contract, and said bonds shall be issued by a duly authorized surety company satisfactory to the City.

10. Termination

The City may terminate this Contract for cause upon written notice if the Contractor fails to perform in accordance with the terms of this Contract. The City may also terminate this Contract for convenience upon written notice, compensating the Contractor for work satisfactorily completed through the date of termination.

11. Mandatory Addendum.

The terms of the Mandatory Addendum to All City of Tupelo Contracts attached hereto as Exhibit "B" are hereby agreed to and incorporated fully herein.

12. Entire Agreement

This Contract constitutes the entire agreement between the parties and may only be modified by a written amendment executed by both parties.

13. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Mississippi.

SIGNATURES

CITY OF TUPELO, MISSISSIPPI

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____