

REGULAR CITY COUNCIL MEETING

MUNICIPAL MINUTES CITY OF TUPELO

STATE OF MISSISSIPPI

JULY 5, 2023

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Wednesday, July 5, 2023, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Travis Beard, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Davis introduced Rev. Gloria McKinney, who led the invocation. Council Member Buddy Palmer led the pledge of allegiance.

Council President Lynn Bryan called the meeting to order at 6:00 p.m.

IN THE MATTER OF ELECTION OF CITY COUNCIL PRESIDENT

The first order of business was to elect the new President of the Council for the 2023-2024 year. Council Member Mims nominated Council Member Beard, with a second by Council Member Davis. The vote was unanimous in favor of Council Member Beard serving as the new President of the Council, who then took over the duties of the meeting.

IN THE MATTER OF ELECTION OF CITY COUNCIL VICE PRESIDENT

Council President Beard called for a motion to elect the vice-president of the Council. Council Member Palmer moved to nominate Council Member Nettie Davis as Vice-President, which was seconded by Council Member Gaston. When called for a vote, the vote was unanimous in favor.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Davis moved, seconded by Council Member Palmer, to confirm the agenda and agenda order, with the following addition:

ADD #22 IN THE MATTER OF DEMOLITIONS LOCATED AT 117 & 117 ½ HIGHLAND DRIVE (PARCEL 077Q-36-085-00) (TABLED AT JUNE 20, 2023 MEETING)

The vote was unanimous in favor.

PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

EMPLOYEE RECOGNITION

1. Shelby Ray - Cadence Bank Arena - 5 years
2. Hal Veal - Tupelo Police Department - 5 years

Mayor Todd Jordan recognized the following for service with the City of Tupelo:

PUBLIC RECOGNITION

Council Member Buddy Palmer said that Council Member Bryan had done a great job in his service as Council President and was looking forward to the leadership of Council Member Beard.

Council Member Lynn Bryan extended condolences to former Council Member Markel Whittington, whose wife recently passed away, and asked that everyone remember the family.

Council Member Nettie Davis thanked everyone for the opportunity to attend the Mississippi Municipal League summer conference.

Council Member Travis Beard said that the Juneteenth festivities held on July 1 were held in extremely hot and humid conditions but there was a great turnout. He also mentioned that he had the opportunity to give a welcome to the Miss Volunteer Mississippi Pageant participants on July 4th. He said that the fireworks held at Ballard Park were great and were held on schedule, even though the weather was inclement.

MAYOR'S REMARKS

Mayor Todd Jordan mentioned that the Tupelo Police Department received the Municipal Excellence Award in Public Safety for Cities Over 10,000 in Population for the Tupelo Police Department's Conversations with the Chief program at the recent Mississippi Municipal League's summer conference.

PUBLIC AGENDA

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared to speak on the following properties for lot mowing:

<u>Parcel</u>	<u>Location</u>
085N2100500	2014 ELVIS PRESLEY DR
106A1406400	2941 MOORE AVE
106A1404000	2948 MOORE AVE
105D1503800	3018 MOORE AVE
105D1502400	2922 BEASLEY DR
112A0406000	909 WILSON ST
106C1305300	1861 ROLLINGWOOD DR
113E0610600	922 LYNDEN BLVD
113E0607100	503 WILLETT ST
089P3100900	407 W MAIN ST
089F3030600	222 W BARNES ST
101D0124000	1302 FILLMORE DR

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITIONS

Ms. Heather Hinton appeared to address the Council concerning the property located at 209 Feemster Lake Road

.No one appeared to speak on the following properties for demolition:

2109 President	(PARCEL 101M-12-092-00)
411 Goodlett	(PARCEL 089J-31-119-00)
398 Feemster Lake	(PARCEL 088Q-34-026-01)
3405 South Green	(PARCEL 106D-13-070-00)

ACTION AGENDA

IN THE MATTER OF AMENDMENTS TO THE ANIMAL CONTROL ORDINANCE (TABLED AT MAY 2, 2023 MEETING)

This item was left on the table.

ROUTINE AGENDA

IN THE MATTER OF APPROVAL OF MINUTES OF JUNE 20, 2023 COUNCIL MEETING

Council Member Palmer moved, seconded by Council Member Davis, to approve the minutes of the Regular Council meeting of June 20, 2023. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY

Bills were reviewed at 4:30 p.m. by Council Members Beard, Davis, Gaston and Palmer. Council Member Davis moved, seconded by Council Member Jones, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX A

IN THE MATTER OF APPROVAL FOR SUBMISSION FOR ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

Grant Writer Abby Christian requested that the Council allow the submission of an application for energy efficiency and conservation block grant. The grant, if awarded, will be used to cover the cost of new Tupelo City Hall external lights and no match is required. Council Member Davis moved, seconded by Council Member Palmer to approve the submission of the grant. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF APPROVAL OF SUBMISSION OF FIREHOUSE SUBS GRANT FOR SIDE BY SIDE

Council Member Palmer moved, seconded by Council Member Davis, to approve the submission of a Firehouse Subs grant for the purchase of a side by side for use by the fire department, replacing a John Deere gator that no longer works. This grant will be for approximately \$24,806.90 and there is no match required. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF APPOINTMENT OF BRAD ROBINSON AS INTERIM FIRE CHIEF

Fire Chief Kelly Elliott tendered his resignation with the City of Tupelo effective July 1, 2023. Council Member Bryan moved, seconded by Council Member Gaston to appoint Deputy Chief Brad Robinson as Interim Fire Chief until the position is filled by a new Chief. The vote was unanimous in favor.

IN THE MATTER OF APPOINTMENT OF DENNIS BONDS AS INTERIM DEVELOPMENT SERVICES DIRECTOR

Council Member Gaston moved, seconded by Council Member Palmer, to appoint City Engineer Dennis Bonds as Interim Development Services Director until the position is filled with a new director. The vote was unanimous in favor.

IN THE MATTER OF PROPERTIES FOR LOT MOWING

Council Member Bryan moved, seconded by Council Member Palmer, to adjudicate the properties on the final lot mowing list, as presented, menaces to the public health, safety and welfare of the community and in need of cleaning and to approve their cleaning in accordance with Mississippi Code Annotated 21-19-11.. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF STRUCTURES FOR DEMOLITION

Council Member Bryan moved, seconded by Council Member Davis, to adjudicate the properties and structures located at 2109 President, 411 Goodlett, 398 Feemster Lake, and 3405 South Green Street, for being a menace to the public health, safety and welfare of the community and in need of cleaning and to approve their demolition in accordance with Mississippi Code Annotated 21-19-11. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF LIENS FOR LOT MOWING

Council Member Palmer moved, seconded by Council Member Davis, to approve RESOLUTIONS ASSESSING JUDGMENT LIENS AGAINST REAL PROPERTY FOR THE COSTS ASSOCIATED WITH LOT MOWING IN ACCORDANCE WITH MISS CODE ANNOTATED § 21-19-11 , for the following properties:

Lake Street	Parcel 088N-33-103-00
903 West Main Street	Parcel 089N-31-036-00
401 Monument Drive	Parcel 101B-02-140-00

such properties being previously 1) adjudicated menaces to the public health, safety and welfare of the community and in need of cleaning and 2) cleaned pursuant to Miss. Code Ann. 21-19-11 (1972 as amended). The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT OF TREY WEAVER

Council Member Davis moved, seconded by Council Member Gaston, to surplus the Glock model 45 9mm, SN BKLY498 and allow Trey Weaver to purchase same in the amount of \$1.00 upon his retirement from the City of Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT OF NICHOLE DOSS

Council Member Davis moved, seconded by Council Member Gaston, to surplus the Glock model 45 9mm, SN BKLY424 and allow Nichole Doss to purchase same in the amount of \$1.00 upon his retirement from the City of Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. The vote was unanimous in favor. APPENDIX H

IN THE MATTER OF AWARD OF BID#2023-027PR - BUCKET TRUCK

The City advertised and accepted bids for Bid #2023-027PR – Bucket Truck One bid was received from Altec Industries in the amount of \$161,899.00. Council Member Palmer moved, seconded by Council Member Gaston, to find the properly advertised, single bid as commercially reasonable, and to award the bid to Altec Industries in the amount of \$161,899.00. The vote was unanimous in favor. APPENDIX I

IN THE MATTER OF SURPLUS OF FIXED ASSET ITEMS FOR SCRAP

Council Member Davis moved, seconded by Council Member Jones, to approve the surplus item, rock climbing wall, as submitted by the Tupelo Aquatic Center. This item is no longer needed by the City of Tupelo and should be scrapped. The vote was unanimous in favor. APPENDIX J

IN THE MATTER OF REQUEST TO REJECT BID # 2023-025WL - LED LUMINAIRES – 6 MONTH SUPPLY BID

Bids were received for bid # 2023-025WL - LED Luminaires - 6 month supply. The lowest bid didn't meet the specifications required and the 2nd lowest bid was over budget. Council Member Palmer moved, seconded by Council Member Gaston to reject the bids for the reasons specified and rebid the products. The vote was unanimous in favor. APPENDIX K

IN THE MATTER OF REQUEST TO REJECT BID NO. 2023-026WL - WATER MATERIALS

No bids were received for bid # 2023-026W\L - Water Materials. Council Member Davis moved, seconded by Council member Mims to reject bid # 2023-026WL and rebid. The vote was unanimous in favor. APPENDIX L

IN THE MATTER OF DEMOLITIONS LOCATED AT 117 AND 117 1/2 HIGHLAND DRIVE (PARCEL 077!-36-085-00) (TABLE AT JUNE 20, 2023 MEETING)

This item remained on the table.

EXECUTIVE SESSION

Council Member Palmer moved, seconded by Council Member Gaston, to determine the need for an executive session. Attorney Ben Logan said the session is for prospective litigation under Miss. Code Anno. 25-41-7(b) (1972 as amended) and the possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). The vote was unanimous in favor at 6:29 p.m.

amended) and the possible acquisition of real property under Miss. Code Anno. 25-41-7(g) (1972 as amended). The vote was unanimous in favor.

After discussion in executive session, Council Member Jones moved, seconded by Council Member Gaston, to return to the regular meeting at 6:45 p.m. The vote was unanimous in favor.

IN THE MATTER OF EMPLOYMENT OF LEGAL COUNSEL TO DEFEND LAWSUIT

Council Member Davis moved, seconded by Council Member Gaston, to employ Pat Caldwell of Riley, Caldwell, Cork and Alvis of Tupelo as legal counsel to defend lawsuit, *Wilson, et al, v. City of Tupelo*. The vote was unanimous in favor.

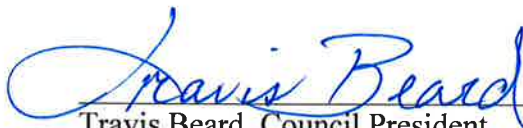
IN THE MATTER OF FILING EMINENT DOMAIN COMPLAINT ON GUN CLUB ROAD

Council Member Palmer moved, seconded by Council Member Gaston, to authorize the City Attorney to file a complaint for eminent domain on real property situated on Gun Club Road. The vote was unanimous in favor.

ADJOURNMENT

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Bryan, to adjourn the meeting at 6:47 p.m. The vote was unanimous in favor.

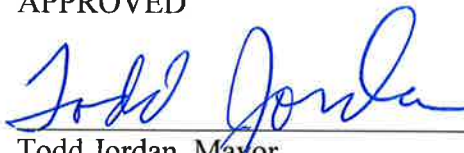
This the 5th day of July, 2023.


Travis Beard, Council President

ATTEST:


Missy Shelton, Council Clerk

APPROVED


Todd Jordan, Mayor

7-20-2023
Date

**CHECK INFORMATION FOR COUNCIL MEETING
JULY 5, 2023**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-418835-418840;418841-419152 50002285-50002304 1-57

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET



AGENDA REQUEST

TO: Mayor and City Council
FROM: Abby Christian, Grant Administrator
DATE 04 July 2023
SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT FOR ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM AC

Request: Seeking request to submit an Energy Efficiency and Conservation Block Grant (EECBG) application for approximately \$76,000.

Agency: Department of Energy

Grant: Energy Efficiency and Conservation Block Grant (EECBG)

Grant #: SE0000686

Match: None

Submission Deadline: 31 July 2023

Overview: The funding allocated under this grant will be used to cover the cost of the new Tupelo City Hall external lights.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Administrator

DATE 04 July 2023

SUBJECT: IN THE MATTER OF APPROVAL OF SUBMISSION OF FIREHOUSE SUBS GRANT FOR SIDE BY SIDE – AC

Request: Seeking the Council’s approval for the submission of the Firehouse Subs Public Safety Foundation grant application for the Fire Department.

Agency: Firehouse Subs Foundation

Grant: Firehouse Subs Public Safety Foundation grant

Amount: Approximately \$24,806.90

Match: None

Submission Deadline: 13 July 2023

Overview: This funding will be used to purchase a side by side for the fire department, replacing a John Deere Gator that no longer runs. This side by side will be stored/used at Station 3, which is in a park with lakes, trails, disk golf course and softball fields. This gives the crew at Station 3 quicker access to the patient in the event of a medical call that is on a field or trail. This will make covering the park area easier in the event of an emergency. Fire Station 3 is also where the Hazardous Materials Team equipment is located. In the event of a Hazardous Materials emergency, the side by side will be used to set up equipment, haul personnel and to recon the area with the off-road capabilities of the side by side.

Final Lot Mowing Report for 7/5/2023

Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1. 44242	085N2100500	2014 ELVIS PRESLEY DR	BARNES DONNA L (LE)	2014 ELVIS PRESLEY DR	TUPELO, MS 38804	RS
2. 44246	106A1406400	2941 MOORE AVE	TUTOR LEE LLC	2000 N GLOSTER ST	TUPELO, MS 38804	RS
3. 44247	106A1404000	2948 MOORE AVE	DUKES ELIJAH E & RENEE	881 CR 115	NEW ALBANY, MS 38652	RS
4. 44248	105D1503800	3018 MOORE AVE	GRAY VIVIAN MOORE	2958 WILLIE MOORE RD	TUPELO, MS 38801	RS
5. 44249	105D1502400	2922 BEASLEY DR	TURBO PROPERTIES LLC	208 N GLOSTER STREET	TUPELO, MS 38804	RS
6. 44251	112A0406000	909 WILSON ST	GRAB THE MAP LLC	3195 MCCULLOUGH BLVD	BELDEN, MS 38826	RS
7. 44259	106C1305300	1861 ROLLINGWOOD DR	CLANTON ELIZABETH TRAYLOR & JOHN B	1861 ROLLINGWOOD DR	TUPELO, MS 38801	RS
8. 44260	113E0610600	922 LYNDEN BLVD	WILLIAM CLIFFORD PROPERTIES LLC	P O BOX 793	TUPELO, MS 38804	SB
9. 44261	113E0607100	503 WILLETT ST	CURTIS ROBERT S	286 ROAD 1279	TUPELO, MS 38804	SB
10. 44265	089P3100900	407 W MAIN ST	LEAKE CAROL & WILLIAM L SPIGHT	715 HILLSHIRE	TUPELO, MS 38804	SB
11. 44266	089F3030600	222 W BARNES ST	MOSBY TERESA R	303 E JACKSON ST	TUPELO, MS 38804	SB
12. 44269	101D0124000	1302 FILLMORE DR	HUDSON TOMMY K & CHARLOTTE G	1951 MODEANNIA DRIVE	TUPELO, MS 38801	SB



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, Interim Director of Development Services

DATE: June 28, 2023

SUBJECT: IN THE MATTER OF REVIEW/APPROVE DEMOLITIONS **DRB**

Request: DRB

The Department of Development Services requests Council approval to demolish substandard structures on the following properties:

209 Feemster Lake Road	(PARCEL 088Q-34-020-00)
2109 President	(PARCEL 101M-12-092-00)
411 Goodlett	(PARCEL 089J-31-119-00)
398 Feemster Lake	(PARCEL 088Q-34-026-01)
3405 South Green	(PARCEL 106D-13-070-00)



HEARING NOTICE

June 16, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44157

Vs.

TAYLOR AND AUSTIN HINTON

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Dennis Bonds at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11


The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **209 Fecmster Lake Road, Tupelo, MS, Parcel #088Q-34-020-00**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **07/05/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p.m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 16th day of June, 2023.



Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION**209 FEEMSTER LAKE ROAD****BASIC INFORMATION**

- ▶ PARCEL: 088Q-34-020-00
- ▶ CASE: 44157
- ▶ WARD: 5
- ▶ TAX VALUE: \$132,000
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	Residence	\$106,570
Left side	Residence	\$138,420
Rear	Land	\$0
Across street		\$61,260

TAXES/LIENS

Taxes – current No city liens

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - YES

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS 0
- ▶ CURRENT STATUS – Property is under contract for sale. No deed filed as of 6/28/23
- ▶ House burned 7-12-22. Owner has settled with insurance but has not demolished what is left of the structure.

05/17/2023

TAYLOR AND AUSTIN HINTON
1200 PRESIDENT AVE.
TUPELO, MS 38801



Re: CASE # 44157
209 S FEEMSTER LAKE RD,
PARCEL NUMBER: 088Q3402000

Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BLDG MAINT	PLEASE TEAR DOWN YOUR BURN OUT PROPERTY. YOU HAVE 15 DAYS TO COMPLY. THANK YOU.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE:	REINSPECTION DATE: 06/05/2023
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Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

Rodney Standifer
RODNEY STANDIFER
Code Enforcement
662-871-7930

3401.2 MAINTENANCE (EXISTING STRUCTURES)

Buildings and structures, and parts thereof, shall be maintained in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in conformance with the code edition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of buildings and structures. To determine compliance with this subsection, the building official shall have the authority to require a building or structure to be re-inspected. The requirements of this chapter shall not provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

**IPMC SEC 108 - UNSAFE STRUCTURES & EQUIPMENT 108.1-108.7**

108.1 GENERAL. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code. (108.1-108.7 INCLUDED)



13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.



IPMC SEC 110 - DEMOLITION (110.1-110.4)

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)





HEARING NOTICE

June 16, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44019

Vs.

FIRST FAMILY INVESTMENT, LLC
A Mississippi Limited Liability Company

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Dennis Bonds at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **2109 President Street #101M-12-092-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **07/05/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p.m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 16th day of June, 2023.



**Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi**

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

ADDRESS: 2109 PRESIDENT STREET

BASIC INFORMATION

- ▶ PARCEL: 101M-12-092-00
- ▶ CASE: 44019
- ▶ WARD: 3
- ▶ TAX VALUE: \$132,130
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

NEARBY PROPERTIES/ TAXES

Right side:	Residence	\$101,020
Left side:	Residence	\$114,720
Rear:	Residence	\$93,640
Across street:	Residence	\$98,700

TAXES/LIENS

Taxes in arrears	No
City liens	No

VISUAL INDICATORS OF BLIGHT

- ▶ Structural damage or failure - Yes
- ▶ Exterior materials in need of replacement or repair – Yes
- ▶ Broken windows\damaged doors – Yes
- ▶ Yard or grounds poorly maintained – Yes
- ▶ Accumulation of junk - Yes

CODE ENFORCEMENT HISTORY

- ▶ Prior violations 4
- ▶ Current status – Purchased in 2021 by current owner to remodel
- ▶ This property has been in a state of dilapidation for quite some time and was purchased as a flip. At present, no permit has been issued.

04/24/2023

FAMILY FIRST INVESTMENTS LLC
 1151 QUAIL CREEK COVE
 TUPELO, MS 38801



Re: CASE # 44019
 2109 PRESIDENT AVE,
 PARCEL NUMBER: 101M1209200

Dear Property Owner or Tenant,


It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
IPMC BUILDING MAINTENANCE	THIS HOUSE IS IN HAZARDOUS SHAPE -NEEDS TO BE DEMOLISHED AND HAULED OFF

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 5/24/2023	REINSPECTION DATE: 5/23/2023
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Thank you in advance for your compliance. If you have questions, please call 662.587-7236.

Sincerely,


 LYNDAFORD
 Code Enforcement

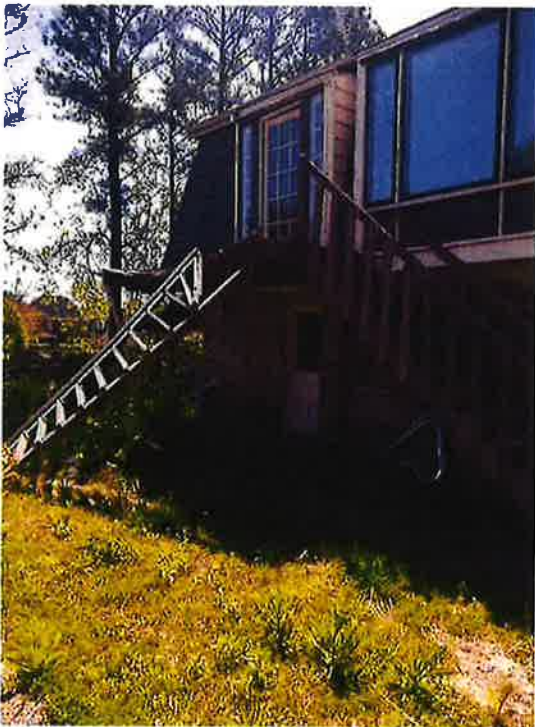
SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCUDED)

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

PICTURES







HEARING NOTICE

June 16, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44184

Vs.

CAROL A. FIELDS

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Dennis Bonds at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11


The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

1. **Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **411 Goodlett Street #089J-31-119-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
2. **Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **07/05/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p.m.** You have the right to attend and respond to the charges.
3. **Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish; removing dilapidated fences; removing outside toilets; **demolishing dilapidated buildings**; removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 16th day of June, 2023.


Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

ADDRESS: 411 GOODLETT STREET

BASIC INFORMATION

- ▶ PARCEL: 089J-31-119-00
- ▶ CASE: 44184
- ▶ WARD: 3
- ▶ TAX VALUE: \$46,960
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

NEARBY PROPERTIES/ TAXES

Right side:	Residence	\$32,140
Left side:	Residence	\$99,830
Rear:	Residence	\$22,820
Across street:	Residence	\$55,580

TAXES/LIENS

Taxes in arrears	No
City liens	No

VISUAL INDICATORS OF BLIGHT

- ▶ Structural damage or failure - Yes
- ▶ Exterior materials in need of replacement or repair – Yes
- ▶ Broken windows\damaged doors – No
- ▶ Yard or grounds poorly maintained – No
- ▶ Accumulation of junk - No

CODE ENFORCEMENT HISTORY

- ▶ Prior violations 2
- ▶ Current status – The property is in a historic area and has been used as a rental without a valid CO
- ▶ This property suffered an attic fire on 11/17/22. The owner lives out of state and has been contacted regarding repair.

05/24/2023

FIELDS CAROL A
 P O BOX 1083
 TUPELO, MS 38802

Re: CASE # 44184
 411 GOODLETT ST,
 PARCEL NUMBER: 089J3111900



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BUILDING DEMOLITION	DEMOLISH OR REPAIR THIS STRUCTURE

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 6/23/2023	REINSPECTION DATE: 6/23/2023
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Thank you in advance for your compliance. If you have questions, please call 662.587.7632.

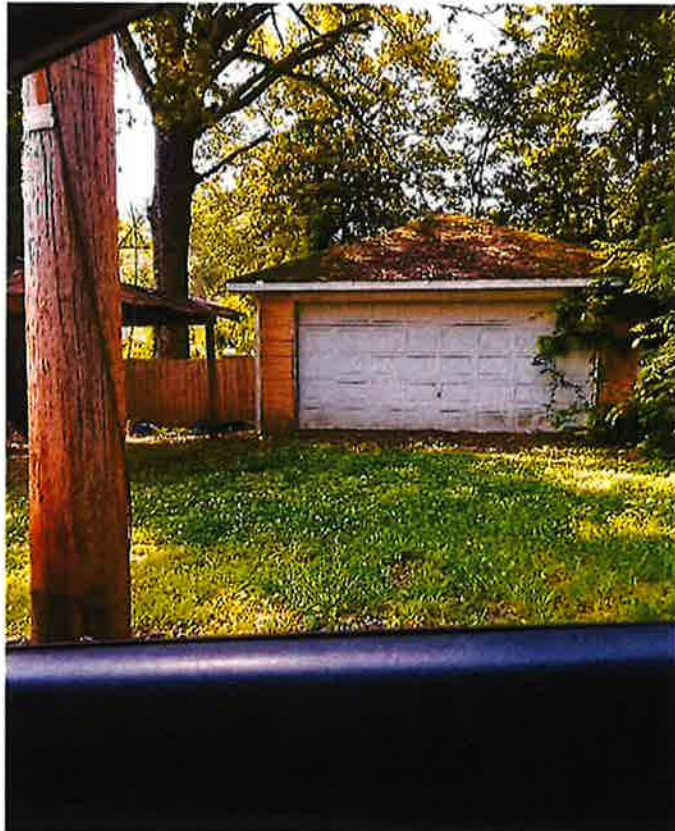
Sincerely,


 LYNDA FORD
 Code Enforcement

SEC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.....(110.1-110.4 INCLUDED)

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.



EXHIBITS





HEARING NOTICE

June 16, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 44119

Vs.

REBECCA J. OWENS AND JAMES O. OWENS

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. **If you would like to discuss this matter prior to the meeting referenced below, please call Dennis Bonds at 662-841-6510.**

PETITION UNDER MISS. CODE ANN. §21-19-11


The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **398 Feemster Lake Road #088Q-34-026-01, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- 2. Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **07/05/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p.m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 16th day of June, 2023.



Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION

ADDRESS: 398 SOUTH FEEMSTER LAKE ROAD

BASIC INFORMATION

- ▶ PARCEL: 088Q-34-026-01
- ▶ CASE: 44119
- ▶ WARD: 5
- ▶ TAX VALUE: \$19,220
- ▶ VACANT: Yes
- ▶ REPAIRABLE: No

NEARBY PROPERTIES/ TAXES

Right side:	Residence	\$57,270
Left side:	Residence	\$42,570
Rear:	Property	Same Parcel as Left side
Across street:	Residence	\$29,650

TAXES/LIENS

Taxes in arrears	No
City liens	No

VISUAL INDICATORS OF BLIGHT

- ▶ Structural damage or failure - Yes
- ▶ Exterior materials in need of replacement or repair – Yes
- ▶ Broken windows\damaged doors – Yes
- ▶ Yard or grounds poorly maintained – Yes
- ▶ Accumulation of junk – Not Bad

CODE ENFORCEMENT HISTORY

- ▶ Prior violations 6
- ▶ Current status – The property has been vacant for a few years
- ▶ This property has been vacant for the last few years, likely since the owner passed away. The property has never changed owners and there has been so effort of repair

05/09/2023

OWENS REBECCA J
398 S FEEMSTER LAKE RD
TUPELO, MS 38804

Re CASE # 44119
398 S FEEMSTER LAKE RD,
PARCEL NUMBER: 088Q3402601



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BUILDING MAINTENANCE	REPAIR OR DEMOLISH HOUSE

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 6/9/2023	REINSPECTION DATE: 6/8/2023
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Thank you in advance for your compliance. If you have questions, please call 662 432 2959.

Sincerely,

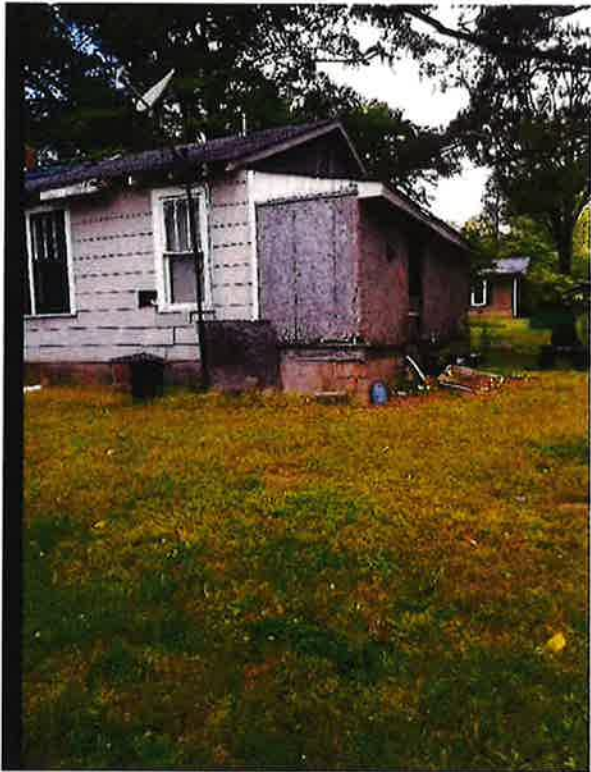
LYNDA FORD
Code Enforcement

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.

EC 110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repairs as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy.....the code official shall order the owner or owner's authorized agent to demolish and remove such structure.(110.1-110.4 INCUDED)







HEARING NOTICE

June 16, 2023

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43530

Vs.

MARILYN AGNEW-MOTLEY

The following is a notification as required by Mississippi State Law. Your property has not been maintained appropriately, and we have not received adequate response to the correspondence mailed to the owners of record regarding this property. A hearing will be held before the City Council of Tupelo, MS to give you, as an interested party in this property, an opportunity to plead your case prior to the council deciding whether your property should be subject to demolition. If you would like to discuss this matter prior to the meeting referenced below, please call Dennis Bonds at 662-841-6510.

PETITION UNDER MISS. CODE ANN. §21-19-11

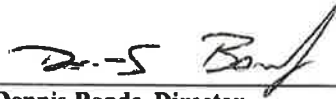
The City of Tupelo, Mississippi, by and through the Department of Development Services, hereinafter referred to as "Petitioner," issues this Petition against the above named party or parties, hereinafter referred to as "Owner."

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **3405 South Green Street, Tupelo, MS, Parcel #106D-13-070-00**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- 2. Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **07/05/2023, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p.m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; removing rubbish, removing dilapidated fences, removing outside toilets, **demolishing dilapidated buildings**, removing personal property and other debris; and draining cesspools and standing water, as warranted and applicable.

4. **Failure to Comply.** If the Owner fails to take the necessary action, the City shall proceed to do so by the use of municipal employees or by contract and may by resolution adjudicate the actual cost of cleaning the property, including administrative and legal costs, and may also impose a penalty of \$1,500.00 or 50% of the actual cost. The decision of the City Council may be appealed in the same manner as other appeals from a municipal governing authority are taken.

An adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after the hearing without any future hearing.

WITNESS MY SIGNATURE, THIS THE 16th day of June, 2023.



Dennis Bonds, Director
Department of Development Services
City Of Tupelo, Mississippi

BLIGHT REVIEW/COUNCIL PROPERTY INFORMATION**3045 SOUTH GREEN STREET****BASIC INFORMATION**

- ▶ PARCEL: 106D-13-070-00
- ▶ CASE: 43530
- ▶ WARD: 7
- ▶ TAX VALUE: \$37,890
- ▶ VACANT: YES
- ▶ REPAIRABLE: NO

NEARBY PROPERTIES/ TAXES

Right side	Residence	\$106,570
Left side	Residence	\$138,420
Rear	Residence	\$48,570
Across street	Land	\$0

TAXES/LIENS

Taxes: Current

City Liens: No

VISUAL INDICATORS OF BLIGHT

- ▶ STRUCTURAL DAMAGE OR FAILURE - YES
- ▶ EXTERIOR MATERIALS IN NEED OF REPLACEMENT OR REPAIR – YES
- ▶ BROKEN WINDOWS\DAMAGED DOORS – YES
- ▶ YARD OR GROUNDS POORLY MAINTAINED – YES
- ▶ ACCUMULATION OF JUNK - NO

CODE ENFORCEMENT HISTORY

- ▶ PRIOR VIOLATIONS: 7
- ▶ CURRENT STATUS: Owner has passed
- ▶ This house has steadily gone down and has been broken into a couple of times.

10/26/2022

THOMAS BIRTHULAR A
 3405 S GREEN ST
 TUPELO, MS 38804

Re: CASE # 43530
 3405 S GREEN ST,
 PARCEL NUMBER: 106D1307000



Dear Property Owner or Tenant,

It is the mission of the Code Administration Division to help keep property values up and neighborhoods vibrant by finding and pointing out code violations on residential and commercial properties throughout the City of Tupelo. We hope to have the cooperation of owners and/ or tenants of these properties in resolving these code violations. Please see the information listed below and do your part to keep our community clean and safe.

VIOLATION	DETAILS/REMEDY
BLDG MAINT	PLEASE PAINT WHERE NEEDED AND REPLACE ALL ROTTED WOOD ON THE HOUSE. PLEASE REMOVE THE TREE THAT HAS ROTTED AND FALLEN ON THE BACK SIDE OF THE HOUSE. THANK YOU.

PLEASE CORRECT THE VIOLATION BY THE FOLLOWING DATE IN ORDER TO BE IN COMPLIANCE: 11/30/2022	REINSPECTION DATE: 11/30/2022
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Thank you in advance for your compliance. If you have questions, please call 662.432.2959.

Sincerely,

Rodney Standifer
 RODNEY STANDIFER
 Code Enforcement

PROPERTY MAINTENANCE - BUILDING MAINTENANCE

11.6.3(6) Building Maintenance: It shall be unlawful and a violation of this code for any person to erect, maintain, use, place, deposit, cause, allow, leave or permit any of the following on any residential property:

- (a) Any wood surfaces unprotected from the elements by paint or other protective treatment;
- (b) Exterior painted surfaces with loose, cracked, scaling, chipping, or peeling paint, visible from a public area, in such amounts as to present a deteriorated or slum-like appearance;
- (c) Broken, rotted, split, curled or missing roofing material in such amounts as to present a deteriorated or slum-like appearance.
- (d) Property owners are responsible for maintenance of property and behavior of tenants in rental property.

**HAZARDOUS TREE OR VEGETATION**

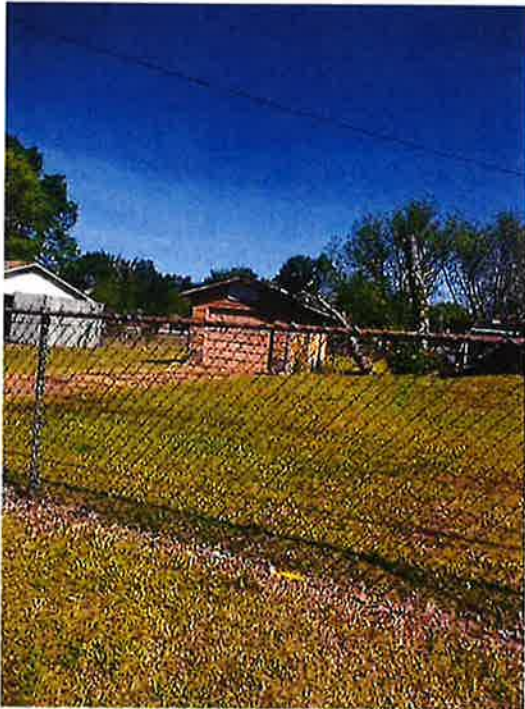
13.2.3 SPECIFIC VIOLATIONS: it shall be a violation of this Code to undertake any activity contrary to the provisions of this Code, including but not limited to any of the following:



(6) Allow a hazardous tree or other vegetation to remain on property and cause a high risk of damage to persons or property. This includes trees which are likely to fall onto private property or public right-of-way and vegetation that impairs visibility on a public street.

13.5.11 Penalties for Violations: No penalty shall be assessed unless and until the person alleged to be in violation has been notified of the violation in accordance with this Chapter. This notice requirement shall not apply in the case of a repeat offender violating the same provision for which notice has been previously given.

- (2) Pursuant to the Mississippi Code 17-1-27, any person convicted of violating provisions of this Code other than those referenced in Section 13.5.11(1) above shall, on conviction, be guilty of a misdemeanor and subject to a fine of not more than one thousand dollars (\$1,000) or shall be imprisoned in jail for not more than thirty (30) days, or shall be punished by both fine and imprisonment for each offense.
- (3) Each day that a violation continues shall constitute a separate and distinct violation or offense.





AGENDA REQUEST

TO: Mayor and City Council
FROM: Dennis Bonds, Interim Director of Development Services
DATE June 28, 2023
SUBJECT: IN THE MATTER OF REVIEW/APPROVE LIENS FOR LOT MOWING **DRB**

Request: DRB

Adjudicating cost and assessing lien against real property under Miss. Code Ann. 1972, § 21-19-11 located at:

Lake Street	PARCEL 088N-33-103-00
903 West Main Street	PARCEL 089N-31-036-00
401 Monument Drive	PARCEL 101B-02-140-00

These properties were mowed by Public Works on 06/23/23

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44165

LLOYD FAULKNER

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **LLOYD FAULKNER** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner:	LLOYD FAULKNER
Address of Owner:	P.O. BOX 100 201 COUNTRY CLUB ROAD HOUSTON, MS 38851
Parcel Number:	088N-33-103-00
Address of Violation:	LAKE STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 06/20/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972, as amended), City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 07/05/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972, as amended), an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972, as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 5th day of July, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
TRAVIS BEARD, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN, Mayor

Date

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44217

FIVE TALENTS PROPERTIES OF MS, LLC

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **FIVE TALENTS PROPERTIES OF MS, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner: FIVE TALENTS PROPERTIES OF MISSISSIPPI, LLC

Address of Owner: P.O. BOX 535
CRESTVIEW, FL 32536

Parcel Number: 089N-31-036-00

Address of Violation: 903 WEST MAIN STREET

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 06/20/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 07/05/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972), as amended, an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.


8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972), as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 5th day of July, 2023.

CITY OF TUPELO, MISSISSIPPI

BY: 
TRAVIS BEARD, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN, Mayor

Date

**BEFORE THE MAYOR AND CITY COUNCIL OF
THE CITY OF TUPELO, MISSISSIPPI**

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 44234

HATCHWAY PROPERTIES, LLC

OWNER

**RESOLUTION ADJUDICATING COST AND ASSESSING LIEN AGAINST REAL PROPERTY UNDER
MISS. CODE ANN. 21-19-11 (1972) AS AMENDED**

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a public hearing before the governing authorities of the City of Tupelo to **HATCHWAY PROPERTIES, LLC** (Owner of the property described herein below) to determine whether the real property described herein below was in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

Property Owner:	HATCHWAY PROPERTIES, LLC
Address of Owner:	3100 OLD CANTON ROAD, SUITE 200 JACKSON, MS 39216
Parcel Number:	101B-02-140-00
Address of Violation:	401 MONUMENT DRIVE

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 06/20/2023 following which the property referenced above was found to be a menace to the public health and safety, and the property was ordered to be cleaned immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the lot mowed and cleaned.

3. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, City of Tupelo shall charge Owner with the actual cost of lot mowing, including administrative and legal costs of the municipality, and may also impose a penalty of one-half of the actual cost or \$1500.00, whichever is more.

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 07/05/2023, adjudicated the actual cost of lot mowing to be **\$300.00**. This amount is assessed as a lien on the real property described above.

6. This assessment will be enrolled as a judgment lien on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk, and the tax collector of the municipality shall proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes. The lien against the property shall be an encumbrance upon the property and shall follow title of the property.

5. Prior to its collection as a judgment lien, this assessment may be collected as a civil debt, and the City of Tupelo may institute a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned. Pursuant to Miss. Code Ann. § 27-41-9 (1972), as amended, an interest charge of one-half of one percent (1/2 of 1%) will accrue monthly on all unpaid liens.

8. The Director of Development Services is hereby directed to cause a copy of this Resolution to be mailed to the owner advising of the assessment of a lien against the property, and the Owner's right to appeal under Miss. Code Ann §11-51-75 (1972), as amended).

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 5th day of July, 2023.

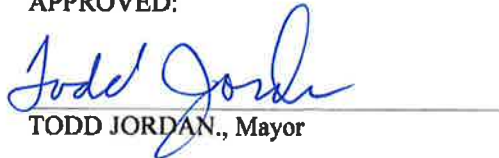
CITY OF TUPELO, MISSISSIPPI

BY: 
TRAVIS BEARD, Council President

ATTEST:


MISSY SHELTON, Clerk of the Council

APPROVED:


TODD JORDAN., Mayor

Date



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE June 29, 2023
SUBJECT: IN THE MATTER OF SURPLUSING OFFICER WEAPON **JQ**

Request:

Please accept this letter of request to surplus Trey Weaver's duty weapon (Glock Model 45, 9mm) serial number BKLY498 for \$1.00, which will be turned over to him for his retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statute 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.

Chief Quaka

Please except this as my official notification of retirement from the Tupelo Police Department effective Friday June 30, 2023. I would also like to purchase my service weapon for \$1.00 at the time of my retirement.

Sincerely,

Thomas "Trey" Weaver



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE: June 29, 2023
SUBJECT: IN THE MATTER OF SURPLUS WEAPON FOR RETIREMENT **JQ**

Request:

Please accept this letter of request to surplus Nichole Doss's duty weapon (Glock Model 45, 9mm) serial number BKLY424 for \$1.00, which will be turned over to her for her retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statute 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason

To whom this may concern,

In following with TPD tradition, I would like to purchase my duty weapon for \$1.00 upon my retirement.

Glock 45 Serial# BKLY424

Thank you in advance,

Agent Nichole Doss

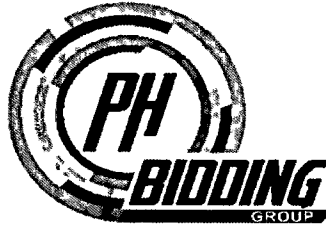


AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE June 28, 2023
SUBJECT: IN THE MATTER OF TO ACCEPT BID#2023-027PR

Request:

Please review and approve the lowest and best bid from for the Bid #2023-027 for the bucket truck for the amount \$161,899.00 from Altec Industries. There was only one vendor that bid.



CITY OF TUPELO

Bucket Truck

Reverse Auction Specification
 Reverse Auction Start Date / Time Jun 27, 2023 10:00 AM US/Central
 Reverse Auction End Date / Time Jun 27, 2023 10:30 AM US/Central
 Reverse Auction Duration 00:30 [hh:mm]

BID SUMMARY			
Company	Bid Amount (\$ USD)	Bidding Date / Time	IP Address
Altec Industries	\$ 161,899.00	Jun 27, 2023 10:00:33 AM US/Central	208.87.234.180

**REQUEST FOR
Un-Priced Technical Proposals
To provide**

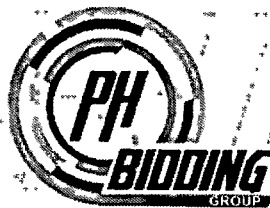
**Bucket Truck
BID # 2023-027PR**

**A Reverse Auction Event For
The City of Tupelo, Mississippi**



BID MANAGEMENT CONTACT:

PH Bidding Group
Cory Dewett
cory@phbidding.com
662-407-0193



Publication Dates: May 23, 2023, & May 30, 2023
Un-Priced Responses Due: June 20, 2023, at 10:00 AM
Reverse Auction: June 27, 2023, at 10:00 AM

ADVERTISEMENT FOR PROPOSALS

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

**Bucket Truck
Bid # 2023-027PR**

Deadline for receipt of un-priced technical proposals is **June 20, 2023, at 10:00 AM**, local time. Un-Priced proposals, including Specification Response Form and all other documents, shall be submitted electronically at www.tupelomsbids.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.tupelomsbids.com. Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **10:00 AM on June 20, 2023**, per the detailed bid instructions. Un-priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on June 27, 2023, at 10:00 AM**. Approved vendors will be given detailed instructions regarding the reverse auction. 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 any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

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 choose that bid which is deemed to be in the best interest of the City of Tupelo.

**Jennifer Shempert
Purchasing Agent**

Publishing Dates: May 23, 2023, & May 30, 2023

INFORMATION FOR BIDDERS

Bucket Truck Bid # 2023-027PR

I. General Bidder Requirements/Information

The City of Tupelo is looking to purchase a **Bucket Truck** for use in the Parks and Recreation Department. The City of Tupelo will accept un-priced proposals for pre-qualification until **June 20, 2023, at 10:00 AM**, local time. The un-priced specification responses may be submitted electronically at www.tupelomsbids.com. The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **June 27, 2023, at 10:00 AM**, local time. All un-priced 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. SUBMISSION OF UN-PRICED 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. City of Tupelo is a Tax-Exempt Government Entity.

To be considered, un-priced 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.

III. **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 and questions concerning the technical specifications should be directed to Jennifer Shempert, Purchasing Agent, at the Purchasing Department in Tupelo City Hall, 71 E Troy St, Tupelo, MS 38804. The phone number is **(662)-841-6456**.
Email: jennifer.shempert@tupeloms.gov.

For questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact PH Bidding Group at 662-407-0193 or cory@planhouseprinting.com.

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.

IV. **OPENING**

Pricing will only be accepted through the Reverse Auction process by vendors that are approved through the multi-step process. Unpriced proposal openings shall be conducted any time after they are received. From that point forward, unpriced proposals will be considered under advisement. 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, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to the City.

V. **OTHER**

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 **June 20, 2023, at 10:00 AM 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 un-priced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. PH Bidding Group can be contacted at 662-407-0193 or via email at cory@phbidding.com
- The reverse auction will begin on **June 27, 2023, at 10:00 AM CST**. The reverse auction will be set for a 30-minute time slot. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3 minutes to prevent bid sniping. Each additional bid after that will cause another 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.
- **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 their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit. They will not be able to see other vendors or vendor pricing during the process, only their ranking in the bid process.
- More information regarding the live Reverse Auction event will be provided in the invitation to participate.

VI. INSTRUCTIONS

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

UN-PRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:

Log-in at www.tupelomsbids.com and perform the following steps:

- A. Scan in all required documentation as a pdf file.
- B. On the left side of the webpage, click on "Public bids".
- C. Click on the appropriate bid that you will be participating in.
- D. Click on the "Submit Bid" tab.
 1. Fill in your profile information (or check for accuracy if auto populated).
 2. Under the "FDF Attachments section" Drag and drop your pdf file into the box as outlined or click on the "click here" link inside the submission box to find your file.
 3. Under the "Review and Verify" section, click the box agreeing to the terms and conditions.
 4. Click "Submit" when you are ready to submit your file.
 5. You will receive confirmation when your response has been submitted. If you do not receive a response, your submission has not been received. If you have questions about whether the response was received, you can contact cory@phbidding.com or call 662-407-0193.
- E. Once submitted and the solicitation period has ended, The City of Tupelo will review all solicitations, and all approved bidders will be able to take part in the reverse auction process once it begins. *Note: The reverse auction will take place at <https://phbidding.procureport.com>. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.*
- F. The bid submission can be redacted at any time prior to the bid opening time.

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. PH Bidding Supplier Agreement
6. Any other information vendor would like for the City of Tupelo to consider.

Any questions regarding the website, response submissions, or reverse auction process can be directed to PH Bidding Group at 662-407-0193 or cory@phbidding.com.

FORM A

*Submission Cover Letter for
Un-priced Technical Proposals*

**Bucket Truck
Bid # 2023-027PR**

The undersigned proposes to provide Police vehicles 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 **June 27, 2023, 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 un-priced technical proposal. We affirm that we have read and understood this request for un-priced 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.

We agree to abide by the terms and conditions of the PH Bidding Group Supplier agreement and understand that any questions regarding the agreement or the bid process should be directed to 662-407-0193 or cory@phbidding.com.

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****Bucket Truck
Bid # 2023-027PR**

The undersigned proposes to furnish a Bucket Truck, which meets 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.

Bucket Truck Specifications				
ITEM	Telescopic articulating Aerial device with ISO-Boom.	ACKNOWLEDGE		VARIANCE
		YES	NO	
1.01	ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted			
1.02	Hydraulic platform leveling system.			
1.03	Hydraulic tool circuit at the platform			
1.04	Emergency lowering valve at the platform			
1.05	Single handle control at the platform with a safety interlock system.			
1.06	Two (2) operators and maintenance/parts manuals			
1.07	Working height: 45.6 feet			
1.08	Side reach: 29.7 feet			
1.09	Low-power fiber-optic control system (FOC-L).			
1.10	Continuous rotation			
1.11	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)			
1.12	Post style pedestal mounting			
1.13	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)			
1.14	Platform Leveling At Lower Controls. AT40-G			
1.15	Two (2) Platform Steps			
1.16	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform			
1.17	Platform liner for a 24 x 30 x 42 inch platform			
1.18	4-Function Single Handle Fiber-Optic Controller			
1.19	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground			
1.20	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System			
1.21	Powder Coat unit white			

ITEM	Unit & Hydraulic Acc.	ACKNOWLEDGE		VARIANCE
		YES	NO	
2.01	HVI-22 Hydraulic Oil (Standard).			
2.02	Standard Pump For PTO			
2.03	Hot shift PTO for automatic transmission			
ITEM	Body	ACKNOWLEDGE		VARIANCE
		YES	NO	
3.01	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38-Inch-long Side Access Tailshelf			
3.02	Body fabricated from A40 grade 100% zinc alloy coated steel			
3.03	Full Doors, double-paneled, self-sealed with built-in drainage			
3.04	Stainless steel hinge rods extend full length of door.			
3.05	Door hinges are zinc alloy material attached with rivets			
3.06	All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers			
3.07	Heavy-gauge welded steel frame construction with smooth galvaneal floor.			
3.08	Possible contact edges are folded for safety			
3.09	Door header drip rail at top for maximum weather protection.			
3.10	Neoprene or rolled fenders on wheel fender panels			
3.11	Steel treated for improved primer bond and rust resistance			
3.12	Automotive underseal applied to body.			
3.13	Automotive type non-porous door seals fastened to the door facing			
3.14	108 Inch Body Length			
3.15	40 Inch Body Height (Standard)			
3.16	94 Inch Body Width (Standard)			
3.17	20 Inch Body Compartment Depth (Standard)			
3.18	8 Inch Body crossmembers (Standard)			
3.19	No Treadplate on Compartment Tops			
3.20	6-Inch-tall wooden tailboard installed at the rear of body cargo area			
3.21	Stainless Steel Rotary Paddle Latch With Lock (Standard)			
3.22	Master Body Locking System (Standard)			
3.23	One (1) wheel chock holder installed in fender panel on each side of body.			
3.24	Gas Shock Type Rigid Door Holders for Vertical Doors			
3.25	Chains On Horizontal Doors			
3.26	Hotstick shelf extending full length of body on Curbside.			
3.27	Drop-Down Hot Stick Door For One (1) Shelf (Right Side)			
3.28	Two (2) Hot Stick Brackets			
3.29	1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers			
3.30	1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers			
3.31	Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks			
3.32	1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall			

3.33	1st Horizontal Curbside (RH) - Vacant			
3.34	Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers			
3.35	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments			
3.36	38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.			
ITEM	Body and Chassis Accessories	ACKNOWLEDGE		VARIANCE
		YES	NO	
4.01	ICC Underride Protection			
4.02	Combination 2 Inch Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)			
4.03	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount			
4.04	Front Torsion Bar Installed On Chassis			
4.05	Rear Torsion Bar Installed On Chassis			
4.06	Appropriate counterweight added for stability.			
4.07	Platform Rest, Rigid with Rubber Tube			
4.08	Platform to be side stowed			
4.09	Boom Rest for a Telescopic Unit			
4.10	Mud Flaps With Altec Logo (Pair)			
4.11	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)			
4.12	Slope Indicator Assembly For Machine Without Outriggers			
4.13	Safety Harness And 4.5' Lanyard (Fits Medium To Xlarge) Includes Pouch and Placards			
4.14	5 LB Fire Extinguisher With Light Duty Bracket, Installed (In Cab or Inside Compartment Only)			
4.15	Triangular Reflector Kit, Shipped Loose			
4.16	Vinyl manual pouch for storage of operator & parts manuals			
4.17	Rock Guards, Lexan, Installed Each Front Corner Of Body			
ITEM	Electric Accessories	ACKNOWLEDGE		VARIANCE
		YES	NO	
5.01	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)			
5.02	Altec Standard Amber LED Strobe Light With Brush Guard Post Mounted On Streetside Front Compartment Top			
5.03	Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system			
5.04	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio A. 7" Color LCD Monitor With LED Backlighting And Proximity Indicators B. B. 2 Inputs With Independent Triggers C. C. Heated Infrared Camera With Day/Night Sensor And Audio D. D. Mirror/Normal View E. E. IP68 Rated F. F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical) G. G. 20 Meter Cable Assembly			

5.05	6-Way Trailer Receptacle (Pin Type) Installed At Rear			
5.06	Ford Upfitter Switches (Supplied with Chassis)			
5.07	(2) 120 Volt GFCI Receptacle Includes Weather-resistant Enclosure Installed at rear of body on SS and CS			
5.08	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)			
5.09	Install secondary stowage system			
5.10	PTO Indicator Light Installed In Cab			
5.11	Additional Sold Stock And Global Option Inverter, 1800 Watt, Pure Sine Wave, 120 VAC (Sensata #12/1800N) (Altec/Stock Preferred)			
ITEM	Finishing Details	ACKNOWLEDGE		VARIANCE
		YES	NO	
6.01	Powder Coat Unit Altec White			
6.02	Finish Paint Body Accessories Above Body Floor Altec White			
6.03	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.			
6.04	Apply Non-Skid Coating to all walking surfaces			
6.05	English Safety And Instructional Decals			
6.06	Vehicle Height Placard - Installed In Cab			
6.07	Placard, HVI-22 Hydraulic Oil			
6.08	Dielectric test unit according to ANSI requirements.			
6.09	Stability test unit according to ANSI requirements			
6.10	Focus Factory Build			
6.11	Delivery Of Completed Unit			
6.12	Inbound Freight			
6.13	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch			
ITEM	Chassis	ACKNOWLEDGE		VARIANCE
		YES	NO	
7.01	2023 Model Year			
7.02	Ford F550 or Equivalent			
7.03	Class V (16,001-19,500 LBS)			
7.04	Chassis Color - White			
7.05	Regular Cab			
7.06	4x2			
7.07	60 Clear CA (Round To Next Whole Number)			
7.08	145 Wheelbase			
7.09	18,000 LBS GVWR			
7.10	7,000 LBS Front Axle Rating			
7.11	13,660 LBS Rear Axle Rating			
7.12	Ford 6.7L Power Stroke Diesel			

7.13	10-Speed Automatic Transmission (w/PTO Provision)			
7.14	Ford E/F250-550 Single Horizontal Right-Side Exhaust			
7.15	98R - Operator Commanded Regeneration (OCR)			
7.16	50-State Emissions			
7.17	Clean Idle Certification			
7.18	No Idle Engine Shut-Down Required			
7.19	Hydraulic Brakes			
7.20	Park Brake in Rear Wheels			
7.21	Ford 40 Gallon Fuel Tank (Rear)			
7.22	Ford 7.2 Gallon DEF Tank (Mid Mount)			
7.23	63C - Aft Axle Frame Extension			
7.24	Power Door Locks			
7.25	Power Windows			
7.26	Power Mirrors			
7.27	Keyless Entry			
7.28	Bluetooth			
7.29	Cruise Control			
7.30	Block Heater			

GENERAL BIDDER'S REQUIREMENTS

Delivery - The successful bidder will deliver fully assembled vehicles to Tupelo Police Department at 400 N Front St, Tupelo, MS 38804. 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 Complete Document Checklist and Bid Requirement Acknowledgment
Please include all below documents in order for your Specification Response Form to be considered:

ITEM	ACKNOWLEDG		VARIANCE
	YES	NO	
Equipment Brochure Included			
Written Warranty Information/Service Information Included:			
PH Bidding Supplier Agreement Included. Checking this box acknowledges that you understand your responsibilities under the PH Bidding Supplier Agreement.			
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 PH Bidding Group at 662-407-0193 or cory@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.

EQUIPMENT INFORMATION

Chassis Make and Model: _____

Body Manufacturer: _____

Delivery Time (after PO is received): _____

BIDDER INFORMATION

Company _____

Physical Address _____

Billing Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

Authorized Agent Name _____

Title _____

Signature _____



Supplier Agreement

INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at <https://phbidding.procureport.com/>. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

This Agreement contains provisions for an administrative fee, discussed in Section 16.

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

PH Bidding Group Contact information is:

PH Bidding Group
605 West Main Street
Tupelo, MS 38804
662.407.0193
cory@phbidding.com

TERMS OF USE

Reverse Auction and Strategic Procurement Software – One Time Use Agreement for Suppliers Only

If you have difficulty in completing this document, email us at cory@phbidding.com or call us direct at 662.407.0193.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

Definitions:

“PH Bidding Group” shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods, or information.

“You”, “Supplier” or “Suppliers” shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group’ Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

“Buyer” shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure through the use of a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

“Reverse Auction Event Platform” shall mean the platform accessed within or from or in conjunction with the website address at <https://phbidding.procureport.com/> , which is used by various Buyers to procure services, goods or information.

- 1.) All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.
- 2.) PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.
- 3.) You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients' creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients' failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.
- 4.) This agreement shall be good for a one-time use of PH Bidding Group's reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 5.) PH Bidding Group shall provide basic training and basic instruction (if requested) concerning the operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.
- 6.) It shall be the supplier's responsibility to comply fully with the terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.
- 7.) It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

- 8.) Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.
- 9.) It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.
- 10.) Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.
- 11.) Supplier agrees that he has no right to transfer this one-time use license.
- 12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.
- 13.) Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.
- 14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.
- 15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.
- 16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:

4% of the total contract price, including all service agreements, extended warranties and equipment.

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of \$50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids.

Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

- 17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.
- 18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.
- 19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.
- 20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: _____

Authorized Representative (Printed Name): _____

Title of Authorized Representative: _____

BILLING INFORMATION:

Email Address: _____

Physical Address: _____

Mailing Address (if different): _____

Office Phone: _____

Mobile Phone: _____

Signature: _____

Date: _____

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site or you may email the completed, signed pages to cory@phbidding.com. For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0193.

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0193 or cory@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director

DATE April 21, 2023

SUBJECT: IN THE MATTER OF SURPLUS FIXED ASSET ITEMS FOR JULY 2023 AF

Request:

We are asking the Mayor and City Council to please remove the following items of the fixed assets due these items being scraped. They can't be fixed or repaired.

Rock Climbing Wall NA

Broken and not repairable

CITY OF TUPELO

DATE JUNE 22, 2023

AUCTION/SURPLUS FORM

RECEIVED BY: _____

DEPARTMENT: Parks & Rec : Aquatics

ACCOUNTING USE ONLY			ACTION/SURPLUS ITEM	ITEM QUANTITY	SERIAL NO.	PROPERTY TAG NO.
ITEM NO.	STORED LOCATION	SALVAGE VALUE				
			Tupelo Aquatic Center			
			Building Component			
			Part: Rock climbing			
			Wall	2		



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE: June 29, 2023
SUBJECT: IN THE MATTER OF REQUEST TO REJECT BID # 2023-025WL (LED LUMINAIRES – 6 MONTH SUPPLY BID) **JT**

Request:

I recommend that you reject Bid No. 2023-025WL (LED Luminaires – 6 Month Supply Bid) at your regular meeting on Wednesday, July 5, 2023 for the following reasons:

Items 1, 2, 3 and 4 – Although Daybreak LED, LLC and Solarmax LED, Inc. provided the lowest price on these items, the luminaires they offer do not meet our required specifications and the replacement parts are not interchangeable with the lights already installed within our system.

Items 2, 3 and 4 – The prices provided by Nesco are above our budget figures for these items.

These items will be rebid as soon as possible.

Minute Entry Sign Up Sheet

Date: 6/9/2023

Time: 10:00

Bid # 2023-025WL

Department: TW&L

2023-025WL LED LUMINAIRES

Project:

6 MONTH SUPPLY BID

Attendance

Company

Maac Dullard

COT

Magen Henley

COT

Gregory Shempert

COT

TUPELO WATER & LIGHT DEPARTMENT
BID TABULATION - LED LUMINAIRES
BID NO. 2023-025WL
JUNE 9, 2023

Item	Product	Vendors			
		Stuart C. Irby	Nesco	Daybreak LED, LLC	Solarmax LED, Inc.
	<u>LED Luminaires (6 Month Supply Bid)</u>				
1	8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry	\$115.42	\$125.00	\$83.41	No Bid
2	230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection Color: Gray	No Bid	\$352.28	\$381.82	\$272.00
3	270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze	No Bid	\$585.23	\$252.96	\$353.00
4	270 Watts 31000 Lumens Multi-Vlt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray	No Bid	\$585.23	\$252.96	\$353.00



**LED LUMINAIRES
6-MONTH SUPPLY BID**

City of Tupelo, Mississippi

BID # 2023-025WL

Publication Dates:.....May 11, 2023 and May 18, 2023

BID Response Deadline:June 9, 2023, before 10:00 AM

ADVERTISEMENT FOR PROPOSALS

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

**LED LUMINAIRES
6-MONTH SUPPLY BID
Bid # 2023-025WL**

Until **10:00 o'clock A.M.** local time on **June 9, 2023**

Bids can be submitted via sealed bid at the Purchasing 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 regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

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

Jennifer Shempert
Purchasing Clerk

Publishing Dates: May 11, 2023
May 18, 2023

**LED Luminaires
6-MONTH SUPPLY BID
Bid # 2023-025WL**

I. GENERAL

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, June 9, 2023**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

II. TECHNICAL SPECIFICATIONS & BID FORM

The City of Tupelo will be accepting proposals for LED Luminaires. This is a six (6) month supply bid.

Specifications	Unit Price
Item 1: 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL)	\$ 115.42
Item 2: 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P7N)	NA
Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA)	NA
Item 4: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA)	NA

General Bidders Requirements/Information

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. However, no additional consideration shall be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. Manufacturer's part or item numbers are 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 Tupelo Water & Light Department, 320 North Front Street, Tupelo, Mississippi 38804.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. The bid solicitation is for a supply contract of six (6) months with the City to have the option, at the end of the initial six (6) month period, to renew the contract for an additional six (6) months with no price increase if agreeable with vendor.
6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be for truckload quantities.
7. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
8. Delivery will be a consideration in the awarding of this bid.
9. The burden of proof of specifications is the responsibility of the bidder.

III. QUESTIONS

Failure to examine any specifications and instructions will be at 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 Jennifer Shempert, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: jennifer.shempert@tupeloms.gov

For questions concerning the technical specifications, prospective bidders may contact Drew Kyle Tupelo Water & Light Department. The phone number is 662-841-6460. Email: drew.kyle@tupeloms.gov

Questions regarding the website or electronic bidding should be directed to Plan House at 662-407-0193 or tupelo@planhouseprinting.com.

No oral explanations by any member of the City 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.

IV. OPENING:

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received and shall be conducted by at least two procurement officials. From that point forward, proposals will be considered under advisement. 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, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to the City.

BIDDER INFORMATION FORM

**LED Luminaires
6-MONTH SUPPLY BID
BID # 2023-025WL**

The undersigned proposes to provide water materials 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 proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.


BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

BIDDER INFORMATION:

Company Name: Irby Utilities (Stuart C. Irby)
Company Representative: Griffin Smith
Title: Sales

Business Address:

Street: 815 Irby Drive
City: Sackville State: MS Zip: 39201
Signature of Bidder: 
Date: 6-9-23

NESCO ELECTRICAL DISTRIBUTORS
2344 SOUTH GREEN STREET
TUPELO, MS 38801
662-840-4750 Fax 662-842-3139

256

Quotation

QUOTE DATE		QUOTE NUMBER	
06/09/23		S2598816	
ORDER TO:			PAGE NO.
NESCO ELECTRICAL DISTRIBUTORS 2344 SOUTH GREEN STREET TUPELO, MS 38801 662-840-4750 Fax 662-842-3139			1

QUOTE TO:
 CITY OF TUPELO W & L
 P O BOX 588
 TUPELO, MS 38802

SHIP TO:
 CITY OF TUPELO W & L
 320 N FRONT STREET
 TUPELO, MS 38801

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	SALESPERSON		
653	Lighting		MATT MCCARTER		
WRITER	FREIGHT ALLOWED	SHIP VIA	TERMS	REQ'D DATE	ORDER DATE
MATT MCCARTE	No		Net 10th Prox	06/09/23	06/09/23
ORDER QTY	DESCRIPTION			Net Pric	Ext Pric
1ea	E2SC008S6R40ANNLR 8000LM TYPE V 40K 7PIN *** Above not returnable ini ___ **			125.000	125.00
1ea	ERL2032C540AGRAYR 32,000LM TYPE 3 40K 7 PIN *** Above not returnable ini ___ **			352.280	352.28
1ea	EFM10203076740AAT1DKBZT 30,000LM 40K 7 PIN TRUNION BRONZE *** Above not returnable ini ___ **			585.230	585.23
1ea	EFM10203076740AAT1GRAYT 30,000LM 40K 7 PIN TRUNION GRAY *** Above not returnable ini ___ **			585.230	585.23

*** This is a quotation ***

Quote Total 1647.74

Please read this list of material carefully. Only the material listed will be furnished at these prices. Prices are firm for acceptance for 30 days, except for commodity items, which are subject to change daily. This quotation is quoted f.o.b. shipping point and is void if changed. Prices quoted are subject to sales tax and freight charges if applicable.



**LED LUMINAIRES
6-MONTH SUPPLY BID**

City of Tupelo, Mississippi

BID # 2023-025WL

Publication Dates:.....May 11, 2023 and May 18, 2023

BID Response Deadline:June 9, 2023, before 10:00 AM

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6-MONTH SUPPLY BID
Bid # 2023-025WL**

Until **10:00 o'clock A.M.** local time on **June 9, 2023**

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

Jennifer Shempert
Purchasing Clerk

Publishing Dates: May 11, 2023
May 18, 2023

**LED Luminaires
6-MONTH SUPPLY BID
Bid # 2023-025WL**

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The City of Tupelo will be accepting proposals for LED Luminaires. This is a six (6) month supply bid.

Specifications	Unit Price
Item 1: 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL) Daybreak LED Modern Series Model: BRNDB-XSY65W-40K	\$83.41
Item 2: 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P7N) Daybreak LED LuXx Series Model: STDB-VAL230W-T3-40K-GR-PC7	\$381.82
Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA) Daybreak LED ProFlood Series Model: FLDB-PRO-HZ-240W-40K-BR-PC7	\$252.96
Item 4: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA) Daybreak LED ProFlood Series Model: FLDB-PRO-HZ-240W-40K-GY-PC7	\$252.96

General Bidders Requirements/Information

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. However, no additional consideration shall be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. Manufacturer's part or item numbers are 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 Tupelo Water & Light Department, 320 North Front Street, Tupelo, Mississippi 38804.
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6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be for truckload quantities.
7. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
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III. QUESTIONS

Failure to examine any specifications and instructions will be at 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 Jennifer Shempert, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: jennifer.shempert@tupeloms.gov

For questions concerning the technical specifications, prospective bidders may contact Drew Kyle Tupelo Water & Light Department. The phone number is 662-841-6460. Email: drew.kyle@tupeloms.gov

Questions regarding the website or electronic bidding should be directed to Plan House at 662-407-0193 or tupelo@planhouseprinting.com.

No oral explanations by any member of the City 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.

IV. OPENING:

Proposal openings, whether electronic or traditional paper method, shall be conducted any time after they are received and shall be conducted by at least two procurement officials. From that point forward, proposals will be considered under advisement. 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, to reject any and all offers or proposals, and to invite priced bids from those companies believed most advantageous to the City.

BIDDER INFORMATION FORM

**LED Luminaires
6-MONTH SUPPLY BID
BID # 2023-025WL**

The undersigned proposes to provide water materials 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 proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

BIDDER INFORMATION:

Company Name: Daybreak LED LLC

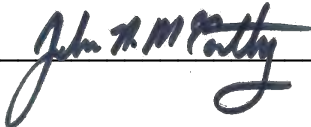
Company Representative: John McCarthy

Title: President

Business Address:

Street: 12980 IH 35 S.

City: Von Ormy State: TX Zip: 78073.

Signature of Bidder: 

Date: 6/8/2023



**LED LUMINAIRES
6-MONTH SUPPLY BID**

City of Tupelo, Mississippi

BID # 2023-025WL

Publication Dates:.....May 11, 2023 and May 18, 2023

BID Response Deadline:June 9, 2023, before 10:00 AM

ADVERTISEMENT FOR PROPOSALS

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

**LED LUMINAIRES
6-MONTH SUPPLY BID
Bid # 2023-025WL**

Until **10:00 o'clock A.M.** local time on **June 9, 2023**

Bids can be submitted via sealed bid at the Purchasing 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 regarding electronic bidding or access to bid documents should be directed to PH Bidding Group at 662-407-0193.

Award will be made to the lowest and best bidder. The Mayor and City Council reserve the right to reject any and all bids and to waive any and all informalities.

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

Jennifer Shempert
Purchasing Clerk

Publishing Dates: May 11, 2023
May 18, 2023

**LED Luminaires
6-MONTH SUPPLY BID
Bid # 2023-025WL**

I. GENERAL

The City of Tupelo will accept competitive sealed proposals until **10:00 AM, June 9, 2023**, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. All proposals must be equal in performance and quality to the specifications.

If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

II. TECHNICAL SPECIFICATIONS & BID FORM

The City of Tupelo will be accepting proposals for LED Luminaires. This is a six (6) month supply bid.

Specifications	Unit Price
Item 1: 8000 Lumens Multi-Volt 120/277 Type 5 Distribution 10kV/5kA Surge Protection Tool-Less Entry (Equal or equivalent to American Electric WL1-D-PRM-D5-MP-TL)	No bid
Item 2: 230 Watts 35150 Lumens Multi-Volt 120/277 Type 3 Distribution 4000K 10kV Surge Protection, Color: Gray (Equal or equivalent to Howard Lighting LRL1SMV34KGY1P7N) Solarmax LED, Model# SMX-230WIE-NV-LL5-00-4070-T302-P (see attached proposal)	1-50 units: \$272 each 51-100 units: \$256 each
Item 3: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Bronze (Equal or equivalent to Howard Lighting UFAMD74YB2R7NA) Solarmax LED, Model# 200WoT-NVS-S5-00-4070-T502-C-BZ-SPD20-P7-FA (see attached proposal)	1-50 units: \$353 each 51-100 units: \$333 each
Item 4: 270 Watts 31000 Lumens Multi-Volt 120/277 4000K Yoke Mount 20kV/20kA Surge Protection with Photo Control Receptacle and Adjustable Output Unit, Color: Gray (Equal or equivalent to Howard Lighting UFAMD74YG2R7NA) Solarmax LED, Model# 200WoT-NVS-S5-00-4070-T502-C-SG-SPD20-P7-FA (see attached proposal)	1-50 units: \$353 each 51-100 units: \$333 each

Typical lead time is 10-14 week ARO. If a quantity projection can be provided, we can further reduce lead time.

General Bidders Requirements/Information

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. However, no additional consideration shall be given for exceeding the minimum requirements and all bids will be evaluated against the specifications set forth in this bid package.
3. Manufacturer's part or item numbers are 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 Tupelo Water & Light Department, 320 North Front Street, Tupelo, Mississippi 38804.
4. All bid prices shall be net, FOB destination, with transportation charges prepaid by vendor.
5. The bid solicitation is for a supply contract of six (6) months with the City to have the option, at the end of the initial six (6) month period, to renew the contract for an additional six (6) months with no price increase if agreeable with vendor.
6. All items will be ordered on an as needed basis during the life of the contract(s) resulting from this bid process. Minimum order quantities shall be for truckload quantities.
7. No bidder is required to bid on all items. However, the successful bidder(s) shall be determined by item compliance to minimum specifications requirements.
8. Delivery will be a consideration in the awarding of this bid.
9. The burden of proof of specifications is the responsibility of the bidder.

III. QUESTIONS

Failure to examine any specifications and instructions will be at 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.

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6-MONTH SUPPLY BID
BID # 2023-025WL**

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BIDDER ACKNOWLEDGES receipt of the following ADDENDA: **No Addenda**

NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____

BIDDER INFORMATION:

Company Name: Solarmax LED, Inc.

Company Representative: Jackson Yu

Title: Director of LED Division

Business Address:

Street: 3080 12th Street

City: Riverside State: CA Zip: 92507

Signature of Bidder: _____

Date: 6/8/2023



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE June 29, 2023

SUBJECT: IN THE MATTER OF REQUEST TO REJECT BID NO. 2023-026WL (WATER MATERIALS) **JT**

Request:

I recommend that you reject Bid No. 2023-026WL (Water Materials – 6 Month Supply Bid) at your regular meeting on Wednesday, July 5, 2023. We did not receive any bid responses. These items will be rebid as soon as possible.



Hi, Jennifer

2023-026WL Water Materials 6-Month Supply

[My Dashboard](#)

Tupelo, MS (T-NR-E)

[Details](#)

[Specs](#)

[Addenda](#)

[Plan Holders](#)

[Activity](#)

[View Bids](#)

No bids have been submitted

[Have a question?](#)

APPENDIX L