

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
SEPTEMBER 21, 2021

Be it remembered that a regular meeting of the Tupelo City Council was held in the Council Chambers in the City Hall building on Tuesday, September 21, 2021, 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 Rosie Jones gave the invocation. Council Member Chad Mims led the Pledge of Allegiance.

Council President Buddy Palmer called the meeting to order at 6:00 p.m.

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Bryan moved, seconded by Council Member Beard, to confirm the agenda and agenda order, with the following changes:

ADD ITEM: # 21 In The Matter Of Approval to Submit 2021 MDOT TA Program Grant Application for Ward 7

The vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Davis thanked the City of Tupelo for the support of the memorial celebration and services for gospel singing legend, Lee Williams, a Tupelo native. She also mentioned that Sam Bell, a native of Tupelo and friend of Elvis Presley, recently passed and asked that everyone remember his family in their prayers.

MAYOR'S REMARKS

Mayor Todd Jordan thanked Fire Chief Jimmy Avery for the success of the stair climb held on September 11, 2021 in memory of the firefighters who participated or lost their lives on 9-11 2001. He introduced Leigh Ann Mattox with the Park and Recreation Department who surprised four Special Olympics athletes with the news that they had been selected to attend the Special Olympics USA Games in June of 2022 in Orlando, Florida. They are as follow: Dana Ellis - Swim Team Member; Madison Dennis - Swim Team Member; Gregory Hutson - Swim Team

Member; Taylor Rosethal - Golf Team Member. The athletes received balloons, t-shirts and certificates.

PUBLIC AGENDA

PUBLIC HEARINGS

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

A public hearing was held for the following properties concerning lot mowing:

Parcel Location

077L3604800 507 EXCHANGE ST
 088Q3407600 1802 MARTIN HILL DR
 112U0900300 1951 S EASON BLVD
 089N3100601 123 S INDUSTRIAL RD
 089P3120500 522 1/2 MAPLE ST
 106A1402200 2709 EVANS CIR
 105D1503500 3064 MOORE AVE
 105D1505100 3091 MOORE AVE
 089F3005600 536 WALKER ST
 075R2204800 3576 FAIR OAKS DR
 112C0305000 1706 TULIP RD
 075V2206300 2091 SPRINGFIELD DR
 075V2206100 2081 SPRINGFIELD DR
 077G2502800 1303 BIENVILLE ST
 079V3209600 151 HARVESTER'S SQ
 079V3209500 157 HARVESTER'S SQ
 079V3209700 143 HARVESTER'S SQ

No one appeared to speak on any of these properties

IN THE MATTER OF PUBLIC HEARING FOR DEMOLITION

A public hearing for demolition of the following properties was convened:

206 Rea St.
 3492 Robert Kennedy

No one appeared to speak on these properties.

CITIZEN HEARING

REQUEST TO SPEAK - LINZY PATTERSON - ICC

Mr. Linzy Patterson, Director of Adult Education at the ICC Belden campus, talked to the Council about the importance of the adult education department at ICC. He also invited them to attend a tour of the Belden campus on Thursday, September 23, at 9:30 a.m.

ROUTINE AGENDA

IN THE MATTER OF APPROVAL OF MINUTES OF THE SEPTEMBER 7, 2021, REGULAR MEETING AND THE SEPTEMBER 15, 2021, SPECIAL CALLED MEETING

Council Member Davis moved, seconded by Council Member Beard, to approve the minutes of the Regular City Council meeting held on September 7, 2021, and the Special Called meeting on September 15, 2021.. The vote was unanimous in favor.

IN THE MATTER OF BILL PAY SEPTEMBER 21, 2021

Bills were reviewed at 4:30 p.m. by Council Members Travis Beard, Lynn Bryan, Chad Mims and Buddy Palmer, Accounts Payable Clerk, Traci Dillard and TWL Director Johnny Timmons. Council Member Beard moved, seconded by Council Member Bryan, to approve the payment of the checks, bills, claims and utility adjustments. The vote was unanimous in favor. APPENDIX A

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Bryan moved, seconded by Council Member Beard, to approve the advertising and promotional items, as presented. The vote was unanimous in favor. APPENDIX B

IN THE MATTER OF FY 2021 PETTY CASH ACCOUNTS

Council Member Mims moved, seconded by Council Member Gaston, to approve the Petty Cash Accounts for FY2022 as submitted. The vote was unanimous in favor. APPENDIX C

IN THE MATTER OF APPOINTMENT OF LUCAS BERRYHILL TO POLICE ADVISORY BOARD

Council Member Bryan moved, seconded by Council member Beard to approve the appointment of Lucas Berryhill to the Police Advisory Board for a 3-year term. The vote was unanimous in favor. APPENDIX D

IN THE MATTER OF APPROVAL TO SUBMIT 2021 MDOT TA PROGRAM GRANT APPLICATION

Grant Writer Abby Christian addressed the Council requesting approval to submit an application for the MDOT Transportation Assistance (TA) Program grant which will be used for sidewalks from Academy Sports north on Gloster to the Trace Ridge and Pines apartments and from Academy Sports south on Gloster and east on Barnes Crossing to Thompson Square (Kroger). The \$340,740 project will be funded 80% by MDOT in the amount of \$272,592 and a 20% match by the city in the amount of \$68,148.09. Council Member Davis moved, seconded by Council Member Jones, to approve the submission of the application. The vote was unanimous in favor. APPENDIX E

IN THE MATTER OF RATIFICATION OF MAJOR THOROUGHFARE PROGRAM PHASE VII ENGINEERING CONTRACT

On September 7, 2021, the Council approved an engineering contract with Engineering Solutions, Inc. for the Major Thoroughfare Phase VII. Council Member Beard moved, seconded by Council Member Gaston, to ratify the contract with Engineering Solutions, Inc. The vote was unanimous in favor. APPENDIX F

IN THE MATTER OF LOT MOWING

Council Member Gaston moved, seconded by Council Member Beard, to approve the final lot mowing list, as presented. The vote was unanimous in favor. APPENDIX G

IN THE MATTER OF REVIEW/APPROVE/REJECT ACTION TO DEMOLISH SUBSTANDARD BUILDINGS

Council Member Beard moved, seconded by Council Member Jones, to approve the demolition list, as presented. Council Member Gaston moved, seconded by Council Member Jones, to suspend the rules and allow Teresa Norwood to speak concerning the property located at 206 Rea Street. The vote was unanimous in favor. Ms. Norwood explained the probate and family issues that are ongoing at this time. She was encouraged to speak with Tanner Newman for a possible solution. President Palmer then called for a vote on the motion to approve the demolition list. The vote was unanimous in favor of approval. APPENDIX H

IN THE MATTER OF RESOLUTION DECLARING SURPLUS CERTAIN REAL PROPERTY LOCATED AT 115 HIGHLAND DRIVE, PARCEL NO. 077Q-36-086-01, TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO MISS. CODE ANNO. SECTIONS 21-17-1(3) (b) AND 21-17-1(11)

Because Council Member Janet Gaston is a member of the Habitat for Humanity Board, she recused herself from the deliberation and left council chambers for the next four issues relating to Habitat for Humanity. Council Member Davis moved, seconded by Council Member Beard, to

approve the surplus of the property located at 115 Highland Drive, Parcel # 077Q-36-086-01, which is no longer needed by the City of Tupelo, and to donate the property to Habitat for Humanity pursuant to Miss. Code Anno. Sections 21-17-1(3)(b) and 21-17-1(11). The vote was, as follows: AYE - Mims, Bryan, Beard, Davis, Palmer and Jones. Gaston was not present to vote. APPENDIX I

IN THE MATTER OF RESOLUTION DECLARING SURPLUS CERTAIN REAL PROPERTY LOCATED AT 318 LUMPKIN AVENUE PARCEL NO. 077L-36-157-00, TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO MISS. CODE ANNO. SECTIONS 21-17-1(3) (b) AND 21-17-1(11)

Council Member Mims moved, seconded by Council Member Jones, to approve the surplus of the property located at 318 Lumpkin Avenue, Parcel #077L-36-157-00, which is no longer needed by the City of Tupelo, and to donate the property to Habitat for Humanity pursuant to Miss. Code Anno. Sections 21-17-1(3)(b) and 21-17-1(11). The vote was, as follows: AYE - Mims, Bryan, Beard, Davis, Palmer and Jones. Gaston was not present to vote APPENDIX J

IN THE MATTER OF RESOLUTION DECLARING SURPLUS CERTAIN REAL PROPERTY LOCATED AT 2001 NELLE STREET PARCEL NO. 077L-36-156-00, TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO MISS. CODE ANNO. SECTIONS 21-17-1(3) (b) AND 21-17-1(11)

Council Member Jones moved, seconded by Council Member Bryan, to approve the surplus of the property located at 2001 Nelle Street, Parcel # 077L-36-156-00, which is no longer needed by the City of Tupelo, and to donate the property to Habitat for Humanity pursuant to Miss. Code Anno. Sections 21-17-1(3)(b) and 21-17-1(11). The vote was, as follows: AYE - Mims, Bryan, Beard, Davis, Palmer and Jones. Gaston was not present to vote. APPENDIX K

IN THE MATTER OF RESOLUTION DECLARING SURPLUS CERTAIN REAL PROPERTY LOCATED AT 323 MONUMENT DRIVE PARCEL NO. 101B-02-138-00, TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO MISS. CODE ANNO. SECTIONS 21-17-1(3) (b) AND 21-17-1(11)

Council Member Jones moved, seconded by Council Member Mims, to approve the surplus of the property located at 323 Monument Drive, Parcel # 101B-02-138-00, which is no longer needed by the City of Tupelo, and to donate the property to Habitat for Humanity pursuant to Miss. Code Anno. Sections 21-17-1(3)(b) and 21-17-1(11). The vote was, as follows: AYE - Mims, Bryan, Beard, Davis, Palmer and Jones. Gaston was not present to vote. APPENDIX L

After this item was complete, Council Member Janet Gaston returned to the meeting.

IN THE MATTER OF REVIEW AND APPROVAL OF CONTRACT WITH THE PACE GROUP FOR RECRUITMENT OF CITY PLANNER

Council Member Gaston moved, seconded by Council Member Jones, to approve the contract between the City of Tupelo and The Pace Group, for the recruitment of a City Planner. The vote was unanimous in favor. APPENDIX M

IN THE MATTER OF LIST OF CURRENT UNMARKED VEHICLES

Police Chief Jackie Clayton submitted a current list of vehicles that the Tupelo Police Department maintains as of September 14, 2021, and asked that the Council approve a "Resolution Declaring Certain Police Vehicles, Which Are Suited for Use, Used and Available for Use on a Continuing Basis to Facilitate Covert Investigative Activities to be Exempted from Vehicle Marking Requirements Set Forth by Miss. Code Anno. 25-1-87 (1972 as Amended)". Council Member Beard moved, seconded by Council member Davis to approve the resolution. The vote was unanimous in favor. APPENDIX N

IN THE MATTER OF APPROVE RFP #2021-013CO POINT OF SALE SYSTEM

Council Member Davis moved, seconded by Council Member Bryan, to approve the coliseum's RFP # 2021-013CO - Point of Sale System to select *fiserv* as the highest scored and most qualified proponent. The vote was unanimous in favor. APPENDIX O

IN THE MATTER OF CVB MINS SEPT 8, 2021

Council Member Bryan moved, seconded by Council Member Beard, to accept the CVB minutes of the September 8, 2021 meeting. The vote was unanimous in favor. APPENDIX P

IN THE MATTER OF APPROVAL TO SUBMIT 2021 MDOT TA PROGRAM GRANT APPLICATION FOR WARD 7

Grant Writer Abby Christian addressed the Council requesting approval to submit an application for the MDOT TA Program grant, which will be used for sidewalks from the South Park Manor Apartment to Lawndale Elementary School. The \$205,990 project will be funded 80% by MDOT in the amount of \$164,792 and a 20% match by the city in the amount of \$41,198.01. Council Member Davis moved, seconded by Council Member Jones, to approve the submission of the application. The vote was unanimous in favor. APPENDIX Q


ADJOURNMENT

There being no further business to come before the City Council at this time, Council Member Beard moved, seconded by Council Member Mims, to adjourn the meeting. The vote was unanimous at 6:40 p.m.



Buddy Palmer, President
City Council

ATTEST:


Missy Shelton, Clerk of the Council
Todd Jordan, Mayor

10-5-2021
Date

**CHECK INFORMATION FOR COUNCIL MEETING
Sept 21, 2021**

FUND	CHECK NUMBERS
POOL CASH	404567-404875
EFT	50001242-50001268
TWL ADJUSTMENTS	

ELECTRONIC TRANSFERS AS SHOWN ON THE FACE OF DOCKET

INVOICES AS SHOWN ON FACE OF DOCKET



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE September 21, 2021

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

Request:

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

ITEMS:

Harper Collins	\$4,987.10	Good Night Moon Books for all newborns.
THS Boys Soccer Booster	\$75.00	Ad from PD wishing THS Boys good luck.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kim Hanna, CFO

DATE September 21, 2021

SUBJECT: IN THE MATTER OF FY 2022 PETTY CASH ACCOUNTS **KH**

Request:

I am requesting the approval of the Petty Cash Account for FY 2022.

ACCOUNTS LISTED:

Dept.	Amount	Responsible
CVB	\$500.00	Stephanie Coomer
Parks & Rec	\$150.00	Deana Carlock
Executive Dept	\$200.00	Tiffany May
Museum	\$100.00	Leesha Faulkner
Public Works	\$200.00	Kristeen Rush
Fire Dept	\$300.00	Jimmy Avery
City Court	\$150.00	Rhonda Cole
Narcotics	\$200.00	Amy Cooper
Coliseum	\$300.00	Leslie Bailey
Tupelo Water & Light Plant	\$500.00	Pam Blassingame
Police Department	\$500.00	Robert Vail
Water & Light Collections	\$500.00	Carol Botts
Development Services	\$100.00	Pat Falkner
Tupelo Aquatics Facility	\$200.00	Amy Kennedy



AGENDA REQUEST

TO: Mayor and City Council

FROM: Lynn Bryan, Council Member – Ward 2

DATE September 15, 2021

SUBJECT: IN THE MATTER OF APPOINTMENT OF LUCAS BERRYHILL TO POLICE
ADVISORY BOARD

Request:

Please consider the appointment of Lucas Berryhill to the Police Advisory Board on request of Lynn Bryan. The term will end on June 26, 2021.

Professional Experience**Account Sales Specialist****Fastenal Tupelo, MS****Oct. 2017 – present**

- *Responsible for Safety Management, Preventive Maintenance and all MRO order procurement
- *Prepares annual and quarterly reviews with customers
- *Meets or exceeds budgeted and new business gross margins

Field Service Coordinator**Grainger****Aug 2014 – Oct. 2017**

- *Acted as the key contact for customers as it relates to current buying needs, buying patterns, identifying new opportunities to enhance customer relationships and problem solving
- *Built customer relationships by identifying customer needs and/or providing solutions
- *Understood the local market and the competitive landscape to ensure that customer needs and expectations were exceeded
- *Identified continuous improvement opportunities in productivity, process improvement and cycle time with all sales and services activities
- *Increased sales by 24%-43% respectively
- *Doubled customer foot print

TL/GL/Assistant Manager**MacLellan Integrated****Oct 2010 – Jan-2015**

- *Actively participated in the growth of best practices and nurtured the growth of the team
- *Cultivated lasting mutually beneficial partnerships with customers and other contractors
- *Prepared annual site budget, budget narratives and quarterly forecasts
- *Met or exceeded budgeted and new business gross margins

Education

Ohio Christian College

BBA-Management/Marketing

Memphis State University

Business Administration

State Technical Institute

Construction Supervision and Management

University of Mississippi

Operations Management/Continuing Education

United States Marine Corps

OSHA 30

Studying for Mississippi Contractors License

Organizations and Associations

JNA Design Review Committee

JNA Traffic Committee

University of Memphis – FAAC Board Member

Mid-South Alumni Association – Board Member

Chickasaw Council – Eagle Scout Review Board

Past Chairman and President Junior Chamber of Commerce

National Barbeque Association – Board Member/Judge

Member of Lee County and Mississippi Master Gardners



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE September 21, 2021

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT 2021 MDOT TA PROGRAM GRANT APPLICATION AC

Request: Seeking approval to submit applications for the MDOT Transportation Alternatives (TA) Program.

Agency: Mississippi Department of Transportation (MDOT)

Grant: Transportation Alternative (TA) Program

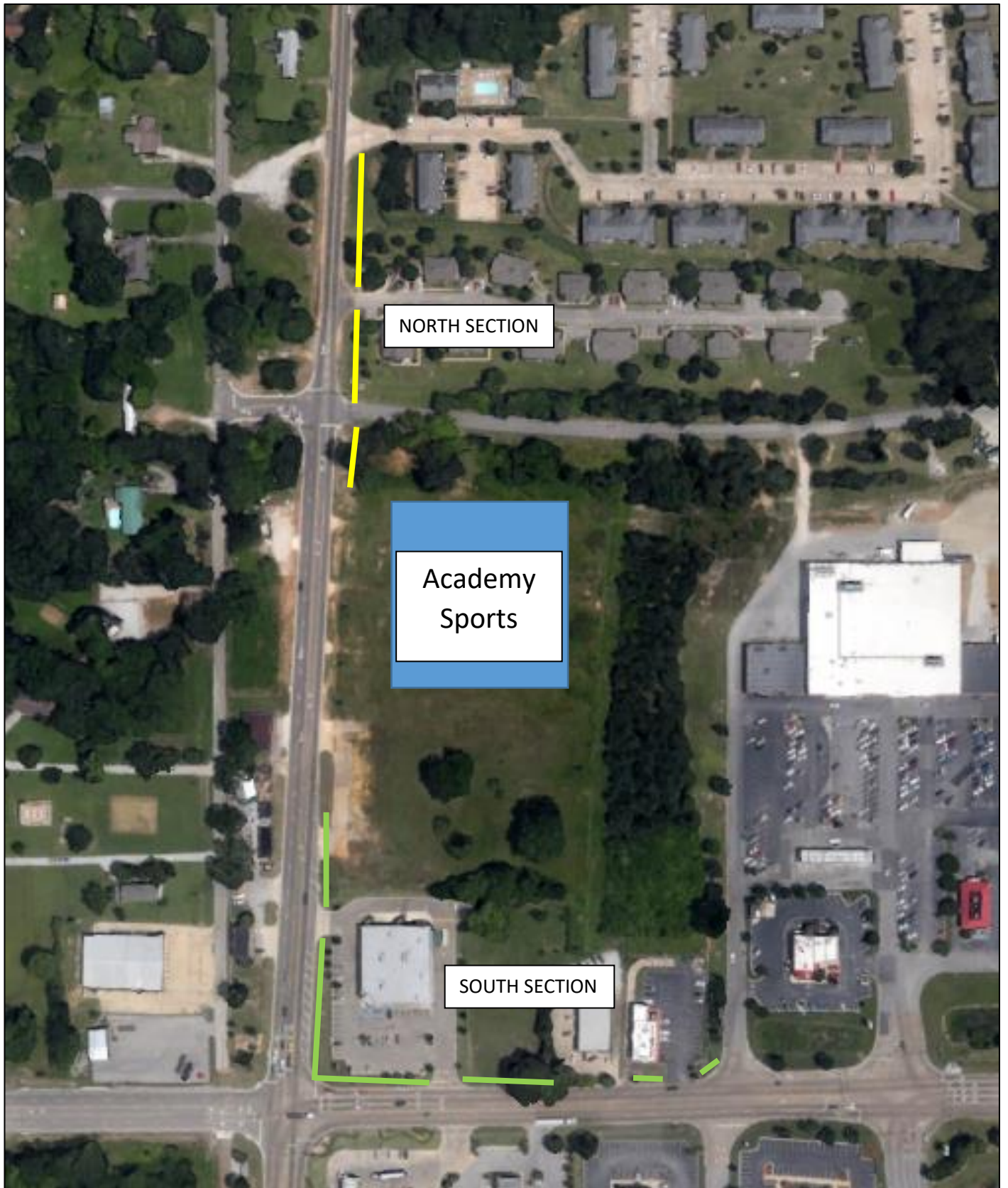
Match: North Sidewalk match will be \$29,549.14, and the South Sidewalk match will be \$38,598.95 (both @ 20%) = total match is \$68,148.09

Submission Deadline: 30 September 2021.

Total Requested Amount: MDOT Portion (80%) = \$272,592.32

Overview: The purpose of the TA Program is to fund a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management and environmental mitigation related to stormwater and habitat connectivity.

This specific funding will be used to build sidewalks in ward 4 – Academy Sports South to Thompson Square (towards Barnes Crossing Kroger shopping center), as well as Academy Sports North to the Trace Ridge and Pines Apartments.



**AGREEMENT FOR ENGINEERING SERVICES
PHASE VII MAJOR THOROUGHFARE PROGRAM**

This agreement, made by and between the City of Tupelo, Mississippi, hereinafter referred to as the "OWNER," and Engineering Solutions, Inc., hereinafter referred to as the "ENGINEERS."

The OWNER intends to implement the proposed Phase VII of the Major Thoroughfare Program, and has employed the ENGINEERS, to perform the various professional engineering services associated with the design and construction of each project as stated in Section A and Section B herein;

WITNESSETH:

That for and in consideration of the mutual covenants and promises contained herein, the parties hereto agree that the Scope of Work for this Agreement shall be the same written and issued by the OWNER and included in the Request for Qualifications and Proposal dated May 2021. To accomplish this Scope the work shall be completed as follows:

SECTION A – PLANNING AND DESIGN ENGINEERING SERVICES

That the ENGINEERS shall furnish Planning and Design Engineering Services as follows:

1. The ENGINEERS will perform the necessary design investigations, accomplish the design and prepare the construction plans, specifications and contract documents. Design investigations will be limited to those required to perform the design and to prepare the plans and specifications.
2. The ENGINEERS will prepare an opinion of probable cost based on the construction plans and specifications. However, since the ENGINEERS have no control over the cost of labor, materials, equipment, services provided by others or over contractors' pricing methods, or over market conditions or competitive bidding, the opinion of probable cost will be based on the ENGINEERS' professional experience and judgment; but the ENGINEERS cannot and do not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by them.
3. Prior to the advertisement for bids, the ENGINEERS will provide the necessary copies of plans, specifications, and contract documents for the OWNER and the appropriate Federal, State and local agencies from whom approval of the project must be obtained.
4. The ENGINEERS will furnish additional copies of the plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge the prospective bidders for such copiers. After award of each contract, the ENGINEERS will furnish the OWNER the necessary contract documents for execution.

5. The ENGINEERS will attend the bid opening, tabulate the bid proposals, make an analysis of the bids and furnish information for the OWNER's use in awarding the contracts for construction. The notice of award and the notice to proceed shall also be prepared by the ENGINEERS for execution by the OWNER.
6. The ENGINEERS will prepare exhibits and/or descriptions of needed land and easement rights and assist with land and easement acquisition efforts.

SECTION B – CONSTRUCTION ENGINEERING SERVICES

That the ENGINEERS shall furnish Construction Engineering Services as follows:

1. The ENGINEERS will provide general construction overview of the work of the Contractor as construction progresses by making site visits at intervals appropriate to the various stages of construction as the ENGINEERS deem necessary, in order to observe as an experienced and qualified professional, the progress and quality of the Work. Such visits and observations are not intended to be exhaustive but rather shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents and with the design intent. Such overview shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract.

Based on ENGINEERS' visits and observations, the ENGINEERS shall keep the OWNER informed about the progress of the work and shall endeavor to guard against deficiencies and unnecessary delays in the work.

2. The ENGINEERS will review for general conformance with the design concept necessary shop and working drawings furnished by the Contractor.
3. The ENGINEERS will provide bench marks and/or reference points to be used by the Contractor in staking the construction.
4. The ENGINEERS will promptly verify and recommend payment of all the Contractor's progress estimates; shall check the quantities of all materials incorporated in the project; and will make prompt submission of the Contractor's final estimate and supporting documents to the OWNER for approval.
5. The ENGINEERS will make final review of the completed construction and provide a written record of such to the OWNER.
6. The ENGINEER will prepare change orders as and when necessary and required, and submit to the Owner for approval by the Tupelo City Council at a regular meeting.
7. The ENGINEERS will provide the OWNER with one set of record drawings. Record drawings will be developed from the construction plans based upon information provided

by the Contractor. Because these drawings are based on unverified information provided by other parties which will be assumed to be reliable, the ENGINEERS cannot and do not warrant their accuracy.

8. The ENGINEERS will conduct field and laboratory testing of soil, asphalt, concrete as required for quality assurance.

SECTION C – OWNER OBLIGATIONS

That OWNER agrees to perform certain duties as follows:

1. The OWNER shall provide access to and make all provisions for the ENGINEERS to enter upon public and private lands as required for the ENGINEERS to perform such work as surveys and inspections in the development of the Project(s); and the OWNER will indemnify the ENGINEERS from any claims of trespass with respect thereto to the fullest extent permitted by law.
2. The OWNER will negotiate for land rights and easements as necessary.

SECTION D -- COMPENSATION FOR PLANNING, DESIGN, AND CONSTRUCTION ENGINEERING SERVICES

The OWNER shall compensate the ENGINEER for Planning and Design Services at a rate of 5.00% of the total actual construction contract for each individual project.

The compensation for Planning and Design services shall be payable in the following manner:

1. A sum equal to ninety-five percent (95%) of the total compensation for Planning and Design Services based on the approved Engineer's Construction Cost Estimate after completion and submission of the construction plans, specifications, cost estimates, and contract documents. (35%) will be billed upon the submission of the 35-Percent review plans and (65%) will be billed upon the submission of the 65-Percent review plans.
2. A sum equal to five percent (5%) of the total compensation for Planning and Design Services based on the Construction Contract Amount (Bid) after the ENGINEER makes recommendations for awarding the contract.

Payment under this section will be adjusted after the construction contracts are awarded such that the aggregate of all sums paid to the ENGINEER under this section shall equal 100% of the compensation determined as based on the actual construction contract amount.

If the work is not let for public contract, compensation will be based on the Engineers Construction Cost Estimate.

The OWNER shall compensate the ENGINEER for Construction Engineering Services at a rate of 3.50% based on a percentage of the total actual construction cost for each individual project.

The compensation for Construction Engineering services shall be payable in the following manner:

1. A sum equal to a percentage of the total compensation for Construction Engineering Services based on the Construction Contract Amount will be billed based on the amount of construction completed.

If the work is accomplished in separate parts, each phase shall be considered a separate project for the purpose of determining compensation for all types of engineering services.

SECTION E – SPECIAL SERVICES

That the ENGINEERS shall furnish or obtain from others Special Services of the following type which will be paid for by the OWNER as indicated below.

Additional or extended services during construction made necessary by prolongation of the contract time of any prime contract by more than thirty days, or acceleration of the work schedule involving services beyond normal working hours.

Payment for the special services specified in this section shall be based on the Special Services Fee Schedule as set forth in Attachment II which is attached hereto and made a part hereof by reference. The ENGINEERS will render to the OWNER an itemized bill for such services; however, in no event shall ENGINEERS be entitled to payment for Special Services in excess of the per day liquidated damages to which Owner is entitled as set forth in the contract between OWNER and the construction contractor for each project. (It is understood by the parties hereto that construction contracts with project contractors have not yet been entered but that the terms thereof as to per day liquidated damages shall apply to this Section upon execution of each.)

SECTION F – GENERAL CONSIDERATIONS

1. The standard of care for engineering services performed or furnished by the ENGINEERS under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The ENGINEERS make no warranties, express or implied, under this Agreement, or otherwise, in connection with the ENGINEERS' services. The ENGINEERS may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
2. The ENGINEERS shall not at any time supervise, direct or have control over any contractor's work, nor shall the ENGINEERS have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for any failure of any contractor to comply with laws and regulations applicable to the contractor's work.

3. The ENGINEERS neither guarantee the performance of any contractor nor assume responsibility for any contractor's failure to furnish and perform work in accordance with the contract between the OWNER and such contractor.
4. The ENGINEERS have no authority to exercise any control over any construction contractor in connection with their health or safety precautions. The ENGINEERS' construction engineering services do not include any administration of job site safety which is the sole responsibility of the contractor. Any reference to safety in the contract document shall not create any duty of job site safety administration or oversight by the ENGINEERS. Neither the professional activities of the ENGINEERS, nor the presence of the ENGINEERS at a job site shall relieve any contractor of their obligations and responsibilities for superintending or coordinating any health or safety precautions required by any regulatory agencies.
5. In the event that it shall be necessary for either party to retain legal counsel to resolve a dispute or to enforce either's respective rights hereunder, the party prevailing upon resolution of such disputes or enforcements of such rights shall be entitled to recover payment of all reasonable attorney's fees, expenses and costs incurred therewith.

SECTION G – TERMINATION, ASSIGNMENT AND SPECIAL PROVISIONS

The OWNER and the ENGINEERS further agree to the following conditions:

1. Either the OWNER or the ENGINEERS may terminate this Agreement at any time with or without cause upon giving the other party 30 calendar days prior written notice. The OWNER shall within 30 calendar days of termination pay the ENGINEERS for services rendered and costs incurred to the date of termination in accordance with the compensation provisions of this contract.
2. The OWNER acknowledges the ENGINEERS' construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents (record drawings) prepared under this Agreement shall become the property of the OWNER upon completion of the services and payment in full of all monies due to the ENGINEERS. The OWNER shall not reuse or make any modification to the construction documents without the prior written authorization of the ENGINEERS. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEERS, its officers, directors, employees and sub consultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ENGINEERS.

3. The ENGINEERS have not offered any fiduciary service to the OWNER and no fiduciary responsibility shall be owed to the OWNER by the ENGINEERS or any of the ENGINEERS' consultants as a consequence of this Agreement.
4. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEERS respectively and its partners, successors, assigns, and legal representatives. Neither the OWNER nor the ENGINEERS shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party.
5. In the use of pronouns throughout this agreement where appropriate, the singular shall include the plural, the plural the singular.

SECTION H - MANDATORY PROVISIONS FOR ALL CITY OF TUPELO CONTRACTS

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

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

7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).

15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.
16. In compliance with the Mississippi Accountability and Transparency Act of 2008, all payments made by TUPELO will be posted on a public website. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.
Miss. Code Ann. §§ 27-104-151 to 159.
17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.
Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1

21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

In witness whereof, the parties hereto have made and executed this Agreement the _____ day of _____, 2021.

OWNER: CITY OF TUPELO

ENGINEERS: ENGINEERING
SOLUTIONS, INC.

By: Todd Jordan
Todd Jordan, Mayor

By: John White
John White, PE, PS
Principal

Date: 9-8-2021

Date: 8-17-21

ATTEST:

Kim Hanna

Date: 9/13/21



ATTACHMENT A
STANDARD RATES AND CHARGES FOR
ENGINEERING SERVICES

<u>Classification</u>	<u>Charge</u>
Principal/Project Manager	\$168
Professional Engineer	\$115
Engineer Intern	\$ 75
Sr. Engineering Designer	\$ 75
Drafting Technician	\$ 60
Senior Construction Inspector	\$ 70
Construction Inspector	\$ 60
Clerical	\$ 40
Survey Crew:	\$120
Testing Technician	\$ 60
Field Density Test	\$38/ea
Soil Classification	\$275/ea
Standard Proctor Test	\$350/ea
Concrete Cylinder Breaks	\$25/ea
Concrete Mix Design	\$325/ea
Elevated Tank Climb	\$225/ea

REIMBURSABLE EXPENSES

1. Travel from office at \$0.51 per mile, plus actual out-of-pocket cost, plus time at above rates for both ways, for time spent on Additional Services. *Note: this does not apply to normal project activities.*
2. Actual cost of mileage (at \$0.51/mile), subsistence and lodging if required by travel outside a 50-mile radius of Project location.
3. Actual costs of special tests and services of special consultants.

Final Lot Mowing Report for 9/21

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	37480	077L3604800	507 EXCHANGE ST	VANLANDINGHAM JOSEPH D	507 EXCHANGE ST	TUPELO, MS 38801	SB
2.	37488	088Q3407600	1802 MARTIN HILL DR	PEPERTOWN STORAGE INC	P O BOX 215	MOOREVILLE, MS 38857	RS
3.	37489	112U0900300	1951 S EASON BLVD	SHELTON & ASSOCIATES P A	218 N SPRING ST	TUPELO, MS 38801	RS
4.	37491	089N3100601	123 S INDUSTRIAL RD	FUENTES JESUS O	123 INDUSTRIAL S	TUPELO, MS 38801	SB
5.	37492	089P3120500	522 1/2 MAPLE ST	CLAY & CLAY PROPERTIES LLC	P O BOX 217	FULTON, MS 38843	RS
6.	37497	106A1402200	2709 EVANS CIR	HILL EARIE V	2709 EVANS CR	TUPELO, MS 38801	RS
7.	37500	105D1503500	3064 MOORE AVE	RICHARDSON MEGAN	P O BOX 87	RED BANKS, MS 38661	RS
8.	37502	105D1505100	3091 MOORE AVE	DANCER MCCOY	1103 FILLMORE DR	TUPELO, MS 38801	RS ²⁵
9.	37514	089F3005600	536 WALKER ST	SANDERS SHEILA	731 TUJUNGA AVE APT C	BURBANK, CA 91501	SB
10	37528	075R2204800	3576 FAIR OAKS DR	TUPELO RENTAL PROPERTIES LLC	1879 N COLEY RD	TUPELO, MS 38801	SB
11	37533	112C0305000	1706 TULIP RD	SHELTON JIMMY D ESTATE	P O BOX 1310	TUPELO, MS 38802	RS
12	37534	075V2206300	2091 SPRINGFIELD DR	MGA INVESTMENTS LLC	245 CR 183	TUPELO, MS 38804	SB

Final Lot Mowing Report for 9/21

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
13	37535	075V2206100	2081 SPRINGFIELD DR	MGA INVESTMENTS LLC	245 CR 183	TUPELO, MS 38804	SB
14	37537	077G2502800	1303 BIENVILLE ST	HENSON SLEEP RELIEF INC	P O BOX 348	TUPELO, MS 38802	RS
15	37544	079V3209600	151 HARVESTER'S SQ	INTEGRITY CONSTRUCTION GROUP LLC	PO BOX 3421	TUPELO, MS 38802	JLS
16	37545	079V3209500	157 HARVESTER'S SQ	TRACE RESIDENTIAL PROPERTIES LLC	219 INDUSTRIAL DRIVE	RIDGELAND, MS 39157	JLS
17	37551	079V3209700	143 HARVESTER'S SQ	INTEGRITY CONSTRUCTION GROUP LLC	PO BOX 3421	TUPELO, MS 38802	JLS
18							
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20							
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24							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director, Development Services

DATE September 16, 2021

SUBJECT: IN THE MATTER OF REVIEW/APPROVE/REJECT ACTION TO DEMOLISH
SUBSTANDARD BUILDINGS TN

Request: The Development Services Department requests City Council approval to demolish substandard buildings at 206 Rea Street, damaged by a storm, and 3492 Robert Kennedy Drive, damaged by fire.

Demolition List for 9/21/21 City Council Meeting

206 REA ST.

3492 ROBERT KENNEDY



9/1/2021

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 34019

Vs.

William Gardner
c/o Teresa Norwood
206 Rea St.
Tupelo, MS 38804

Teresa Norwood
3730 Endville Rd.
Belden, MS 38826

The following is a notification as required by Mississippi State Law. Your property is in need of immediate demolition. 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 Pat Falkner 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 **206 REA ST., PARCEL No. 089F3032800, 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 9/21/2021, 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

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 1st day of September, 2021.



Pat Falkner City Planner
Department of Development Services
City Of Tupelo, Mississippi





9/1/2021

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 30537

Vs.

Lever Jernigan
30047 Seymore Rd.
Nettleton, MS 38858

Sandra Tucker Jones
3492 Robert Kennedy Dr.
Tupelo, MS 38801

James L. Tucker and Elnois Tucker
271 CR 1467
Plantersville, MS 38862

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 Pat Falkner 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 **3492 ROBERT KENNEDY DR., PARCEL No. 105H1501200**, Tupelo MS, including building(s) thereon, is in such a state of uncleanliness 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 9/21/2021, 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 1ST day of September, 2021.



Pat Faulkner City Planner
Department of Development Services
City Of Tupelo, Mississippi





RESOLUTION**A RESOLUTION DECLARING AS SURPLUS CERTAIN REAL PRPOERTY
LOCATED AT 115 SOUTH HIGHLAND DRIVE, PARCEL NO. 077Q-36-086-01,
TUPELO, MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE
PROPERTY TO THE NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY
PURSUANT TO SECTION 21-17-1(3)(b) AND 21-17-1(11)**

WHEREAS, the City of Tupelo, Mississippi, owns real property located at 115 South Highland Drive, Parcel No. 077Q-36-086-01, Tupelo, Mississippi

WHEREAS, at the time the City acquired the real property, it had been abandoned and blighted; and

WHEREAS, this real property has ceased to be used for municipal purposes and is not to be used in the operation of the municipality; and

WHEREAS, the sale of such real property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality; and

WHEREAS, the use of such property for the purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, Northeast Mississippi Habitat for Humanity (hereinafter "Habitat") is a non-profit corporation organized and existing under the laws of the State of Mississippi and granted exempt status by the Internal Revenue Service; and

WHEREAS, Northeast Mississippi Habitat for Humanity is also primarily engaged in the construction of housing for persons who otherwise can afford to live only in substandard housing; and

WHEREAS, the Habitat has requested the City of Tupelo, Mississippi donate the real property to further Habitat's efforts to develop, redevelop and improve areas of the city whose revitalization promotes and fosters the civic, social, educational, cultural, moral economic welfare of the City, and

WHEREAS, the purpose of this donation to Habitat is to allow habitat to redevelop and utilize this real property as an asset to promote, foster its ongoing efforts to improve the civic, social, educational, cultural, moral economic welfare of the City, and to provide housing for persons who otherwise can afford to live only in substandard housing;

**NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUCIL
OF THE CITY OF TUPLEO, MISSISSIPPI** as follows:

- Section 1. The prefatory paragraphs of this Resolution are hereby found to be true, correct, and accurate and are therefore incorporated herein.
- Section 2. The City Council finds as follows:
- a. The real property has been abandoned and is blighted.
 - b. The real property has ceased to be used for municipal purposes and is not to be used in the operation of the municipality.
 - c. The sale of such property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality.
 - d. The use of such property for this purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof.
 - e. Habitat is a bona-fide not-for-profit corporation existing under the laws of the State of Mississippi and granted exempt status by the Internal Revenue Service.
 - f. The purpose of this donation to Habitat Corporation is to allow that the organization to redevelop and utilize this real property as an asset to promote and foster its ongoing efforts to improve the civic, social, educational, cultural, moral, economic welfare of the City and to provide housing for families who would otherwise live in substandard housing.
- Section 3. The Mayor and City Clerk are hereby authorized to execute a deed conveying the real property located at 115 South Highland Drive, Parcel No. 077Q-36-086-01, Tupelo, Mississippi to Habitat.
- Section 4. The real property located at 115 South Highland Drive, Parcel No. 077Q-36-086-01, Tupelo, Mississippi shall revert to the City of Tupelo, Mississippi if houses are not constructed within two years of the date of conveyance.
- Section 5. As a further condition of this conveyance, the houses built must have masonry exterior facing the street.
- Section 6. The City shall retain all mineral rights together with the right of ingress and egress to remove such minerals.

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

Councilmember Mims

Aye

Councilmember Bryan
 Councilmember Beard
 Councilmember Davis
 Councilmember Palmer
 Councilmember Gaston
 Councilmember Jones

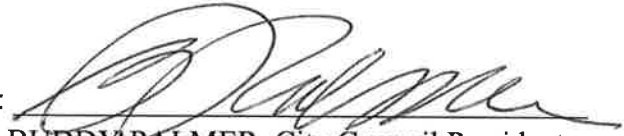
Aye
Aye
Aye
Aye
Recused
Aye

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

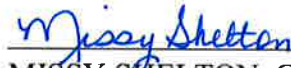
WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 21st day of September, 2021.

CITY OF TUPELO, MISSISSIPPI

By:


 BUDDY PALMER, City Council President

ATTEST:



MISSY SHELTON, Clerk of the Council

APPROVED:


 TODD JORDAN, Mayor

9-21-2021
 DATE

RESOLUTION**A RESOLUTION DECLARING AS SURPLUS CERTAIN REAL PRPOERTY
LOCATED AT 318 LUMPKIN AVENUE, PARCEL NO. 077L-36-157-00, TUPELO,
MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO
THE NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO
SECTION 21-17-1(3)(b) AND 21-17-1(11)**

WHEREAS, the City of Tupelo, Mississippi, owns real property located at 318 Lumpkin Avenue, Parcel No. 077L-36-157-00, Tupelo, Mississippi

WHEREAS, at the time the City acquired the real property, it had been abandoned and blighted; and

WHEREAS, this real property has ceased to be used for municipal purposes and is not to be used in the operation of the municipality; and

WHEREAS, the sale of such real property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality; and

WHEREAS, the use of such property for the purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, Northeast Mississippi Habitat for Humanity (hereinafter "Habitat") is a non-profit corporation organized and existing under the laws of the State of Mississippi and granted exempt status by the Internal Revenue Service; and

WHEREAS, Northeast Mississippi Habitat for Humanity is also primarily engaged in the construction of housing for persons who otherwise can afford to live only in substandard housing; and

WHEREAS, the Habitat has requested the City of Tupelo, Mississippi donate the real property to further Habitat's efforts to develop, redevelop and improve areas of the city whose revitalization promotes and fosters the civic, social, educational, cultural, moral economic welfare of the City, and

WHEREAS, the purpose of this donation to Habitat is to allow habitat to redevelop and utilize this real property as an asset to promote, foster its ongoing efforts to improve the civic, social, educational, cultural, moral economic welfare of the City, and to provide housing for persons who otherwise can afford to live only in substandard housing;

**NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUCIL
OF THE CITY OF TUPLEO, MISSISSIPPI** as follows:

- Section 1. The prefatory paragraphs of this Resolution are hereby found to be true, correct, and accurate and are therefore incorporated herein.
- Section 2. The City Council finds as follows:
- a. The real property has been abandoned and is blighted.
 - b. The real property has ceased to be used for municipal purposes and is not to be used in the operation of the municipality.
 - c. The sale of such property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality.
 - d. The use of such property for this purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof.
 - e. Habitat is a bona-fide not-for-profit corporation existing under the laws of the State of Mississippi and granted exempt status by the Internal Revenue Service.
 - f. The purpose of this donation to Habitat Corporation is to allow that the organization to redevelop and utilize this real property as an asset to promote and foster its ongoing efforts to improve the civic, social, educational, cultural, moral, economic welfare of the City and to provide housing for families who would otherwise live in substandard housing.
- Section 3. The Mayor and City Clerk are hereby authorized to execute a deed conveying the real property located at 318 Lumpkin Avenue, Parcel No. 077L-36-157-00, Tupelo, Mississippi to Habitat.
- Section 4. The real property located at 318 Lumpkin Avenue, Parcel No. 077L-36-157-00, Tupelo, Mississippi shall revert to the City of Tupelo, Mississippi if houses are not constructed within two years of the date of conveyance.
- Section 5. As a further condition of this conveyance, the houses built must have masonry exterior facing the street.
- Section 6. The City shall retain all mineral rights together with the right of ingress and egress to remove such minerals.

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

Councilmember Mims

Aye

Councilmember Bryan
 Councilmember Beard
 Councilmember Davis
 Councilmember Palmer
 Councilmember Gaston
 Councilmember Jones

Aye
Aye
Aye
Aye
Recused
Aye

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 21st day of September, 2021.

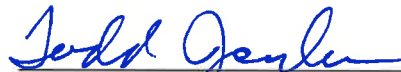
CITY OF TUPELO, MISSISSIPPI

By: 
 BUDDY PALMER, City Council President

ATTEST:


 MISSY SHELTON, Clerk of the Council

APPROVED:


 TODD JORDAN, Mayor

9-21-2021
 DATE

RESOLUTION

**A RESOLUTION DECLARING AS SURPLUS CERTAIN REAL PRPOERTY
LOCATED AT 2001 NELLE STREET, PARCEL NO. 077L-36-156-00, TUPELO,
MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO
THE NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO
SECTION 21-17-1(3)(b) AND 21-17-1(11)**

WHEREAS, the City of Tupelo, Mississippi, owns real property located at 2001 Nelle Street, Parcel No. 077L-36-156-00, Tupelo, Mississippi; and

WHEREAS, at the time the City acquired the real property, it had been abandoned and blighted; and

WHEREAS, this real property has ceased to be used for municipal purposes and is not to be used in the operation of the municipality; and

WHEREAS, the sale of such real property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality; and

WHEREAS, the use of such property for the purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, Northeast Mississippi Habitat for Humanity (hereinafter "Habitat") is a non-profit corporation organized and existing under the laws of the State of Mississippi and granted exempt status by the Internal Revenue Service; and

WHEREAS, Northeast Mississippi Habitat for Humanity is also primarily engaged in the construction of housing for persons who otherwise can afford to live only in substandard housing; and

WHEREAS, the Habitat has requested the City of Tupelo, Mississippi donate the real property to further Habitat's efforts to develop, redevelop and improve areas of the city whose revitalization promotes and fosters the civic, social, educational, cultural, moral economic welfare of the City, and

WHEREAS, the purpose of this donation to Habitat is to allow habitat to redevelop and utilize this real property as an asset to promote, foster its ongoing efforts to improve the civic, social, educational, cultural, moral economic welfare of the City, and to provide housing for persons who otherwise can afford to live only in substandard housing;

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- Section 5. As a further condition of this conveyance, the houses built must have masonry exterior facing the street.
- Section 6. The City shall retain all mineral rights together with the right of ingress and egress to remove such minerals.

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

Councilmember Mims
Councilmember Bryan

Aye
Aye

Councilmember Bryan
 Councilmember Beard
 Councilmember Davis
 Councilmember Palmer
 Councilmember Gaston
 Councilmember Jones

Aye
Aye
Aye
Aye
Recused
Aye

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

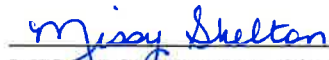
WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 21st day of September, 2021.

CITY OF TUPELO, MISSISSIPPI

By:


 BUDDY PALMER, City Council President

ATTEST:


 MISSY SHELTON, Clerk of the Council

APPROVED:


 TODD JORDAN, Mayor

9-21-2021
 DATE

RESOLUTION

**A RESOLUTION DECLARING AS SURPLUS CERTAIN REAL PRPOERTY
LOCATED AT 323 MONUMENT DRIVE, PARCEL NO. 101B-02-138-00, TUPELO,
MISSISSIPPI AND AUTHORIZING THE CONVEYANCE OF THE PROPERTY TO
THE NORTHEAST MISSISSIPPI HABITAT FOR HUMANITY PURSUANT TO
SECTION 21-17-1(3)(b) AND 21-17-1(11)**

WHEREAS, the City of Tupelo, Mississippi, owns real property located at 323 Monument Drive, Parcel No. 101B-02-138-00, Tupelo, Mississippi; and

WHEREAS, at the time the City acquired the real property, it had been abandoned and blighted; and

WHEREAS, this real property has ceased to be used for municipal purposes and is not to be used in the operation of the municipality; and

WHEREAS, the sale of such real property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality; and

WHEREAS, the use of such property for the purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, Northeast Mississippi Habitat for Humanity (hereinafter "Habitat") is a non-profit corporation organized and existing under the laws of the State of Mississippi and granted exempt status by the Internal Revenue Service; and

WHEREAS, Northeast Mississippi Habitat for Humanity is also primarily engaged in the construction of housing for persons who otherwise can afford to live only in substandard housing; and

WHEREAS, the Habitat has requested the City of Tupelo, Mississippi donate the real property to further Habitat's efforts to develop, redevelop and improve areas of the city whose revitalization promotes and fosters the civic, social, educational, cultural, moral economic welfare of the City, and

WHEREAS, the purpose of this donation to Habitat is to allow habitat to redevelop and utilize this real property as an asset to promote, foster its ongoing efforts to improve the civic, social, educational, cultural, moral economic welfare of the City, and to provide housing for persons who otherwise can afford to live only in substandard housing;

**NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUCIL
OF THE CITY OF TUPLEO, MISSISSIPPI** as follows:

Section 1. The prefatory paragraphs of this Resolution are hereby found to be true, correct, and accurate and are therefore incorporated herein.

Section 2. The City Council finds as follows:

- a. The real property has been abandoned and is blighted.
- b. The real property has ceased to be used for municipal purposes and is not to be used in the operation of the municipality.
- c. The sale of such property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the municipality.
- d. The use of such property for this purpose for which it is conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof.
- e. Habitat is a bona-fide not-for-profit corporation existing under the laws of the State of Mississippi and granted exempt status by the Internal Revenue Service.
- f. The purpose of this donation to Habitat Corporation is to allow that the organization to redevelop and utilize this real property as an asset to promote and foster its ongoing efforts to improve the civic, social, educational, cultural, moral, economic welfare of the City and to provide housing for families who would otherwise live in substandard housing.

Section 3. The Mayor and City Clerk are hereby authorized to execute a deed conveying the real property located at 323 Monument Drive, Parcel No. 101B-02-138-00, Tupelo, Mississippi to Habitat.

Section 4. The real property located at 323 Monument Drive, Parcel No. 101B-02-138-00, Tupelo, Mississippi shall revert to the City of Tupelo, Mississippi if houses are not constructed within two years of the date of conveyance.

Section 5. As a further condition of this conveyance, the houses built must have masonry exterior facing the street.

Section 6. The City shall retain all mineral rights together with the right of ingress and egress to remove such minerals.

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

Councilmember Mims

Aye

Councilmember Bryan
 Councilmember Beard
 Councilmember Davis
 Councilmember Palmer
 Councilmember Gaston
 Councilmember Jones

Aye
Aye
Aye
Aye
Recused
Aye


The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 26th day of September, 2021.

CITY OF TUPELO, MISSISSIPPI

By: 
 BUDDY PALMER, City Council President

ATTEST:


 MISSY SHELTON, Clerk of the Council

APPROVED:


 TODD JORDAN, Mayor

9-21-2021
 DATE

The PACE Group
EXECUTIVE SEARCH AGREEMENT

THIS AGREEMENT is made and entered into as of the 21st day of September, 2021 by and between **THE PACE GROUP**, (hereinafter "PACE"), and **The City of Tupelo, Mississippi** hereinafter referred to as "**CLIENT**".

WHEREAS, the client is seeking to fill the position of City Planner at The City of Tupelo, Mississippi.

WHEREAS, PACE desires to provide assistance to the **CLIENT** in the identification and selection of one individual qualified to serve in this position, and

WHEREAS, the parties hereto desire to set forth their mutual understandings and agreements regarding the services to be performed by PACE.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

EXECUTIVE SEARCH – PACE will conduct an in-depth search for qualified candidates, which shall include the following steps.

- a) **CLIENT NEEDS ASSESSMENT:** PACE personnel conduct interviews to review the requirements and to discuss the desired background, experience, and personality of the desired candidates. Anthony Michelic, Wanda Sullivan and/or other PACE team members will interview up to 12 individuals designated by the **CLIENT** in-person or by telephone.
- b) **POSITION SPECIFICATION:** PACE will prepare and submit to the **CLIENT** a job specification sheet for this position.
- c) **RESEARCH:** PACE will identify sources likely to identify candidates who will meet the needs of the **CLIENT** for this position.
- d) **CONTACTS AND INTERVIEWS:** PACE will conduct telephone discussions and personal interviews with a broad spectrum of potential candidates who have been identified through the research of PACE. PACE agrees to include in this process all candidates which are referred to PACE by the client based upon their efforts to staff this position up to this point.
- e) **PRESENTATION:** PACE will present 3-5 candidates deemed worthy to the **CLIENT**. PACE will present individuals for the position to the **CLIENT** following the completion of the contact and interview efforts. In the event the candidates presented are not acceptable, PACE will continue its search until a candidate is confirmed by Client Search Committee members.
- f) **CLIENT INTERVIEWS:** PACE will schedule interviews between the **CLIENT** and candidates selected for the position.
- g) **REFERENCE CHECKING:** PACE will provide an in-depth reference check of each of the final candidates chosen by **CLIENT** prior to the final interview by the **CLIENT** and extension

of an offer to said candidate. Said reference checking shall consist of telephone or personal interviews by PACE personnel of former supervisors, subordinates, peers and others having knowledge of each of the selected candidates. PACE will conduct full financial and Criminal Background Checks on candidates that are presented.

- h) **PERSONALITY TESTING:** Because a "good fit" between the **CLIENT** and the individual selected is required, The PACE Group recommends that a thorough personality test be administered by PACE for each candidate selected to interview with the **CLIENT**. From the test results, a complete personality work profile will be developed. This profile will delineate the management style of each candidate and his or her preferred working environment.
- i) **OFFER:** PACE will work closely with the **CLIENT** in developing a contract offer to the candidate selected.

STAFFING: The executive search provided by PACE will be led by PACE President, Anthony Michelic and Vice President, Wanda Sullivan in association with other PACE team members.

FEES: PACE fee for conducting this Executive Search is 28% of the selected candidates first-year base salary. We request that our fee be paid according to the following schedule:

- a) \$6,500 upon execution of contract.
- b) \$6,500 upon presentation of candidates.
- c) Remaining balance upon offer and acceptance of position by selected candidate.

TIMING: Upon contract approval, we will work around the clock to satisfy any search needs. Within 60 days from the client needs assessment, PACE shall present finalists for interview.

INDEMNITY: PACE agrees to indemnify and hold the **CLIENT** harmless from any and all claims, liabilities, losses and expenses arising out of, or resulting from, any and all activities conducted by PACE.

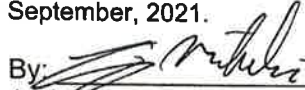
GUARANTEE - The PACE Group will provide a two-year guarantee. If the successful candidate leaves the position for any reason within twenty-four months of date of hire or should be terminated by the organization, then the PACE Group will conduct the search for a successor with no additional fee. Expenses specific to the additional search will be reimbursed to PACE in accordance to the original agreement.

OUT-OF-POCKET EXPENSES: PACE will invoice for direct out-of-pocket expenses incurred by PACE during the search process. Payment for direct out-of-pocket expenses shall be due upon receipt. Direct out-of-pocket expenses include, but are not limited to, those set forth in Exhibit "A" attached hereto and incorporated herein.

JURISDICTION - Jurisdiction over this contract and any disputes arising therefrom shall be within the State of Mississippi.

AMENDMENT AND CHANGES - This agreement is the exclusive agreement between the parties and only these terms and covenants apply. Any other previous promises which are not included shall not be applicable to this agreement. Amendments to this agreement are allowed if they are in writing and signed by both parties to the agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the 21st day of September, 2021.

By: 
 Anthony Michelic, President
 The PACE Group
 116 Payne Drive
 Tupelo, MS 38804
 Phone: 575.361.5513

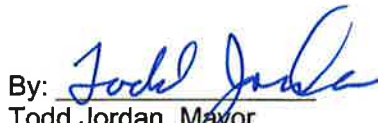
By: 
 Todd Jordan, Mayor
 City of Tupelo

EXHIBIT A**Typical Out-of-Pocket Expenses**

- 1) MOTELS
- 2) FOOD
- 3) RENTAL CAR
- 4) PERSONAL VEHICLE MILEAGE: Current IRS rate.
- 5) PERSONALITY PROFILES: For each candidate selected for a final interview, The PACE Group charges \$150.00 for each candidate's DISC personality profile.
- 6) BACKGROUND CHECKS: \$150.00 per finalist for each completed analysis, which includes education, motor vehicle, criminal, financial and job history.
- 7) AIRLINE: The most economical airline possible based on notice of travel requirement.



AGENDA REQUEST

TO: Mayor and City Council
FROM: Jackie Clayton, Chief
DATE September 14, 2021
SUBJECT: IN THE MATTER OF LIST OF CURRENT UNMARKED VEHICLES **JC**

Request:

Please see the attached list of our current unmarked vehicles that the Tupelo Police Department maintains as of September 14, 2021.

Description	Location	Vin Number
#EOD-6 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC2FR704702
#EOD-1 2015 Chevy Tahoe (Black)	EOD	1GNLC2EC0FR708005
#22 2021 Dodge Durango(Silver)	Detectives	1C4RDHFG9MC640663
#41 2000 Chevy Impala Blue (Spare)	NMLETC	2G1WF55K5Y9235388
#34 2005 Ford Crown Victoria	SRO	2FAFP71W35X119080
EOD #86 2019 Chevy Tahoe (Black)	EOD	1GNLCDKC2KR344874
#03 2006 Ford Crown Victoria	SRO	2FAFP71W46XI33426
#02 2006 Ford Crown Victoria	Detectives	2FAFP71W66X133427
#32 2006 Ford Crown Victoria (Gray)	Detectives	2FAFP71WX6X133429
#23 2006 Ford Crown Victoria	Detectives	2FAFP71W86X133428
#51 2006 Ford Crown Victoria	Detectives	2FAFP71W66X133430
#72 2012 Ford F-150 (Gray)	PAL	1FTFX1CT7CKD45102
#20-001 2011 Dodge Charger Black Hemi	Court	2B3CL1CTXBH600735
#26 2011 Chevrolet Tahoe Police	K9	1GNLC2E04BR375369
#36 2011 Chevrolet Tahoe Police	K9	1GNLC2E08BR377691
#EOD-5 2013 Chevy Tahoe	SOG	1GNLC2E07DR159941
#48 2013 Chevy Tahoe (silver)	K9	1GNLC2E06DR276720
#57 2008 Ford Expedition (white)	Admin	1FMFK155X8LA63479
#75 2007 Ford Crown Victoria	SOG	2FAFP71W77X149010
#76 2007 Ford Crown Victoria	SOG	2FAFP71W27X149013
#54 2007 Ford Crown Victoria (Electric Blue)	Detectives	2FAFP71W17X149018
#53 2007 Ford Crown Victoria	Patrol	2FAFP71W87X149016
#07 2020 White Ford Explorer	SRO	1FMSK7DH6LGC22724
#70 2001 Dodge Ram P/U	NMLETC	1B7HC16Y81S735196
#42-008 2008 Ford F150 Pickup truck (Gray)	Admin	1FTRX12W68KC86852
#47 2008 Ford Crown Victoria (Dark Gray)	Detectives	2FAFP71V8X149835
#79 2008 Ford Crown Victoria	Admin	2FAFP71V98XI52712
#65 Chevrolet Suburban	Admin	1GNFC16J87J228346
#55 2012 Dodge Charger Grey	Admin	2C3CDXAT9CH240347
#90 2016 Ford Police Interceptor (Gray)	Patrol	1M5K8AR4BB05963
#83 2012 Chevrolet Tahoe(White)	K9	1GNLC2E01CR292516
#EOD-8//2015 Ford F-250	EOD	1FT7W2B68FEB19517
#68 2017 Ford Police Interceptor (Black)	Detectives	1FM5K8AR8HGB82850
#99 2017 Ford Expedition (GOLD)	Admin	1FMJU1GT5HEA50868

#97 2017 Ford Expedition (BLACK)	Detectives	1FMJU1FT1HEA50867
#49 2009 Ford Crown Victoria	Detectives	2FAHP71V79X121405
#52 2009 Ford Crown Victoria	SWAT	2FAHP71VX9X121401
#85 2015 Ford Interceptor Utility	SOG	1FM5K8AR8FGB62403
#11 2017 Chevy Tahoe (silver)	Admin	1GNLCDEC2HR313032
#61 2014 Ford Explorer	SWAT	1FM5K8B84EGA23972
#59 2015 Ford Interceptor Utility	SOG	1FM5K8AR6FGB62402
#12 2015 Ford F150 Super cab Gray	Detectives	1FTEX1CPXFKD93342
#97 2019 Chevy Tahoe (Black)	SCU	1GNLCDEC4KR173279
EOD#07 2020 White Chevrolet Tahoe	EOD	1GNLCDEC3LR304543
#04 2020 Black Dodge Durango	SCU	1C4RDJG1LC205576
#18 2020 Gray Dodge Durango	Detectives	1C4RDJFG5LC205578
#27 2020 Gray Dodge Durango	Detectives	1C4RDLFG3LC205577
#56 2016 Gray Ford F-150	Detectives	1FTEW1C8XGKD59186
#42-028 Green 2000 Honda Accord	Detectives	1HGCG5647YA056850
#67-2020 White Ford Explorer	SRO	1FMSK7DH1LGC20833
#33- 2021 Dodge Durango (Grey)	Detectives	1C4RDHFG0MC640664
#25- 2021 Dodge Durango (Blue)	Detectives	1C4RDHFG2MC640665
#78- 2021 Chevrolet Tahoe (Black)	Admin	1GNSCLED6MR367782
#14- 2005 Ford CV (Silver)	AI	2FAFP74W05X139072
#23- 2021 Dodge Durango (Black)	K9	1C4RDJFG7MC643584

55 Total Unmarked PD Vehicles



AGENDA REQUEST

TO: Mayor and City Council

FROM: Kevan Kirkpatrick, Assistant Executive Director

DATE September 16, 2021

SUBJECT: IN THE MATTER OF APPROVE RFP #2021-013CO POINST OF SALE
SYSTEM

KK

Request:

Please review and approve RFP #2021-013CO for Fiserv

Business Services

Request for Proposal : Bid# 2021-13CO

Point of Sale System For Premium
Seating and Concessions for the
BancorpSouth Arena & Conference Center

Presented to:

The City of Tupelo, MS

Submitted by:

Darren Lucy, Account Executive

512-960-2152 | Darren.Lucy@fiserv.com

May 25, 2021

255 Fiserv Drive
 Brookfield, WI 53045
 262-879-5000
 www.fiserv.com



May 19, 2021

Traci Dillard
 Executive Director
 City of Tupelo, Mississippi
 71 East Troy Street, 1st Floor Tax Office
 Tupelo, MS 38802

Dear Traci:

First Data Merchant Services, a wholly owned subsidiary of Fiserv, Inc. (collectively "Fiserv" or "we") submits a differentiated, best in class solution in response to the City of Tupelo Request for Proposal Bid #2021-13CO BancorpSouth Arena & Conference Center Point of Sale System.

In response to the pandemic, we have accelerated our focus on safe, frictionless digital commerce that your customers demand. With a move to a more consolidated environment from a single provider, BancorpSouth Arena can attract and delight customers in a safe, frictionless manner. As the lines blur between digital and physical commerce, our solution can help provide an effective and efficient solution to your partners and fans through the recent, no-touch/low touch investments in our platform.

We can provide the City of Tupelo with innovation, scope and scalability that is unmatched by other providers, and offer the following unique benefits to BancorpSouth Arena:

- ✓ **Simplify and modernize your point-of-sale operation** with comprehensive solutions from a single provider. We are the only provider who manufactures our own POS hardware, develops and maintains our own enterprise POS software, and provides our wholly owned payment stack. Our platform allows you to expand your solution over time, giving you the capability to adapt to the ever-changing requirements in the sports and entertainment industry.
- ✓ **Enhance the BancorpSouth Arena experience** with features that drive revenue, protect customers, increase loyalty, and lower your costs. We realize that BancorpSouth Arena's operation is complex, and that each venue has its own unique set of needs. BancorpSouth Arena will improve revenue metrics and the customer experience with faster processing speeds, frictionless loyalty, and unmatched security.
- ✓ **Innovate your future with a collaborative partner** who has the industry experience, scope and scale to support your future. We are a growing company, and we are making significant investments in innovation to drive the future of commerce. To keep you on the forefront of innovation, your designated team will proactively evaluate your current solutions offerings as a fundamental element of our partnership, to ensure that you are equipped with the most up-to-date solution set to meet your needs well into the future.

We are fully committed to the project execution/timeline, and longevity of our potential partnership. Every minute of every day, Fiserv helps people and businesses move money and information as their *partner in possibility*. Through our collaborative partnership, BancorpSouth Arena will experience superior value through leading technology and targeted innovation that integrates to your operation quickly as your needs change. We look forward to your feedback and the opportunity to collaborate further on our solution.

Sincerely,

Darren Lucy

Darren Lucy, Account Executive
 512-960-2152 | Darren.Lucy@fiserv.com

APPENDIX O

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Executive Summary

With our solution, the City of Tupelo benefits from capabilities no other provider can match:



Simplify and modernize your point of sale operation

with comprehensive solutions from a single provider



Enhance the BancorpSouth Arena Experience

with features that drive revenue, protect customers, increase loyalty and lower your costs



Innovate your future

with a collaborative partner who has the industry experience, scope and scale to support your future

Purchasing a Point-of-Sale (POS) System for your venues is an incredibly significant investment, and there are many choices to be made about the technology and systems to have in place. Technology is continually evolving at a rapid pace, particularly in the world of venues like BancorpSouth Arena, and your operation must be able to keep up with the changing needs of customers and operators. Our solution has disrupted the market with constantly evolving software that helps solve real-world operational and technical challenges specific to your industry.

In particular, we are seeing a large shift and demand from consumers to bring the digital interactions they experience outside of your events and allow them to order how, when, and where they want within a venue. Fiserv supports dual-mode kiosks, mobile ordering and grab-and-go workflows to adapt to and keep up with consumer purchasing expectations.

The Fiserv business model diverges from traditional offerings by distributing hardware at a lower cost and charging for software as a service over a specific license term. Periodic software updates are free during the period of the software license, as we recognize that our clients' needs and use cases change over time. This approach recognizes that a point-of-sale/commerce solution must evolve with the changing objectives of the venue.

With our solution, BancorpSouth Arena will leverage a modern cloud-based commerce solution specifically designed for venues that enables payment acceptance, streamlines day-to-day operations for your venue and provides the latest technology and partnerships in the industry.



The following subsections of our executive summary describe how we are uniquely equipped to meet your objectives.



Simplify and Modernize your Point of Sale Operation

The market has shown this to be an inevitable trend that has already led large venues away from costly, on premise legacy POS systems, and towards a more modern and innovative platform. Our track record of in-house software development is one key to our success, as is our ability to partner with third parties of all kinds (data warehouses, payments, loyalty, loss prevention, stored value and more).

Experience Unique Clover POS Hardware

Only available through Fiserv, our proprietary Clover devices go beyond a simple point-of-sale (POS) solution to accept payments. Clover® Station Pro LTE and Clover® Flex LTE are user-friendly, all-in-one solutions that are easy to set up and can help you manage your business. The out-of-the-box payment processing capabilities of Clover will facilitate ease of implementation, and each Clover unit comes with TransArmor® Data Protection, a dual layer of security that protects you and your customers. In addition, each unit is EMV® compliant, thereby reducing identity theft risk and facilitating safer transactions in person and online. Each visually pleasing unit comes packed with features and cutting-edge hardware that can meet your needs now and in the future. So, as you grow, you can do even more – thanks to the flexible and scalable platform of Clover.

Integrate with Third Parties Easily through Flexible APIs

Fiserv simplifies your payment environment with a wide variety of integrated modules and peripherals; however, we are also flexible enough to integrate with a selection of other partners to provide additional functionality inside your ecosystem. Our solution is integrated to a highly curated list of industry leaders that add tremendous value to our core. Our platform provides a robust set of open APIs that third party partners can consume to integrate into our platform.

Enable Functionality Specific to Your Industry

We provide commerce software that is industry specific. We have historically focused on sports and entertainment, and we understand the unique needs of your business. We offer an enterprise solution specifically designed to service large numbers of POS terminals operating in environments with highly condensed peak activity. As such, our primary focal points for the specified functionality pieces are speed of service (for customer satisfaction), ease of use and intuitive front of house (for concession employees), frictionless third-party integrations and – most importantly – a sophisticated back of house

Fiserv provides comprehensive and proprietary POS hardware, software, payments and support from a single source.

POS Hardware



POS Software



Front-of-House
Operations



Back-of-House
Operations

Processing



Reporting and
Analytics



Cybersecurity

(BOH) component to help you manage your inventory and cost controls.

Consolidated Front of House (FOH) and Back of House (BOH) Software Integration

Our BOH software module is fully integrated with our FOH Clover hardware stack, so you are not managing two separate systems. The depth of our BOH offering is what most differentiates us from other tablet/cloud-based POS competitors. The BOH currently supports inventory management, event management, menu management, reporting, and cash-tracking operations for clients in all major sports leagues. Our experience in this department cannot be overstated and is essential for your Food and Beverage (F&B) partner to operate efficiently.

Robust Reporting for Each of BancorpSouth Arena's Venue

We also excel in our ability to provide venues like BancorpSouth Arena reporting views applicable to your operations, with itemized sales, hourly sales and sales by payment method. Our reporting is web-based and can be accessed using any internet-enabled device. We can provide you custom reports in standard report or graph view based upon your needs. All reports can be filtered by various criteria, giving BancorpSouth Arena the best access to the most applicable data. Our reports can be exported into numerous formats and we also have the capability to provide custom data feeds to our partners' enterprise data warehouses.



Enhance the BancorpSouth Arena Experience

As the world looks to reopen and provide safe in-person entertainment, Fiserv will enhance your payment experiences with unique benefits such as line busting processing speeds and frictionless loyalty and payments, while protecting your customers with leading security. In addition, BancorpSouth Arena will benefit from flexible reporting that is easily customizable to provide the information you need for each of your venues.

Bust Lines and Collect More Payments with Faster Payment Processing

One of our main differentiators is our ability to move customers through the transaction process as quickly as possible, especially during periods of peak load. Our EMV transaction processing time is three seconds with contactless EMV and NFC mobile wallet transactions clocking in slightly faster at two seconds. This differentiator has helped our partners move customers through the lines quicker providing a better experience for their fans/guests, adding higher top line revenue and achieving higher incremental margins.

Attract and Delight Customers with Frictionless Loyalty and Pay

We offer the only commerce platform in the sports and entertainment industry that provides single-tap loyalty and stored value redemption. Through our partnerships with Apple®, Google® and various loyalty providers, our partner venues can now provide frictionless stored value and loyalty to their customers. With a single tap of a smartphone or single scan of a QR code, loyalty members can associate their membership number with the transaction, apply any offers that may be available and use stored value to pay for their transaction. This eliminates the traditional need for three different interaction points, speeds up the transaction allowing for more throughput, enhances the guest experience and provides our clients with invaluable data on customer buying behavior.

Protect Customers with Unmatched Security and Lower Operating Costs

Keep your customers safe with our unique ability to provide End-to-End Encryption (E2EE) to venues in Sports and Entertainment. All payment acceptance devices from Fiserv are validated by the PCI Council as VP2PE devices; however, our security goes a step further in that we do not require a third-party gateway to process transactions. All credit card transactions accepted through our platform come straight to our processing platform, eliminating a failure point, latency and the additional processing cost that come with using a credit card gateway. With our solution, no sensitive data will be transmitted across your network.



Innovate Your Future with a Collaborative Partner

Fiserv works with over 300 clients representing premier sports properties in the NFL, MLB, NHL, NBA, NCAA, MLS, MiLB, NCAA, convention centers, regional arenas and regional entertainment venues. Our software will support BancorpSouth Arena's food and beverage operation by implementing modules including perpetual inventory, and even management suites order management, handhelds for in-seat and in-suite service, hawkers and portables. The following subsections of our executive summary describe how we are uniquely equipped to solve for your pain points and meet your objectives.

As the pace of technological change increases, it is important to select a partner who not only has a deep understanding of your specific industry, but the experience in delivering applicable payment-related solutions that meet the individual needs of your venues.

Receive High-Quality Service, Support and Expertise from a Proactive, Designated team

We seek to equip BancorpSouth Arena with the latest payment technology solutions, from processing to analytics, and we will continue to foster and maintain a strong relationship throughout the lifecycle of our partnership. BancorpSouth Arena will receive the support of a team of account management professionals who are committed to your success and focus on addressing your needs quickly.

Your designated relationship manager from Fiserv will be your single point of contact, promoting your future with our breadth of solutions and enhancements. Your designated Relationship Team focuses on complex issues that will help BancorpSouth Arena run and grow your business. Your entire support team has the expertise necessary to fully understand your needs and can quickly adjust to maximize the success of your program.

Enable Commerce with the Scalability and Reliability of a Growing Company

Today, BancorpSouth Arena is embarking on an unprecedented journey of innovation and investment. Fiserv has 37 years of strong innovation with a track record of delivering real value to our clients. Recently, Fiserv has undergone a significant transformation, offering modern agile and differentiated suite of global, commerce solutions that are easy to integrate. Today, Fiserv is a trusted business partner for 90 percent of global Fortune 500 companies. With over six million clients worldwide, we are widely recognized as a leader, providing unique value in the payments space.

With a focus on our future with BancorpSouth Arena, we will continue to offer innovative capabilities to meet your needs in ways that no other provider can through our:

- **Scope, scale and reliability:** We are the leading merchant acquirer and issuer processor, with global scale that in fact, we processed 100 billion global transactions last year, representing \$2.6 trillion in payment volume.
- **Innovation:** Fiserv continually invests in and develops leading payment technology solutions to support our clients' business objectives. Our leadership team has committed an incremental \$500 million investment to accelerate innovation and new product development. That focus on innovation can help BancorpSouth Arena incorporate new capabilities into your organization to help expand your operations while deepening your customer relationships.



Fast Company named Fiserv one of the **World's Most Innovative Companies** for 2021 for our resilience turning the challenges of 2020 into significant progress.



Fortune named Fiserv as one of the **World's Most Admired Companies** again in 2021 for the eighth consecutive year in a row.

With clients across nearly every industry, size and phase of their lifecycle, our experts have the knowledge to help you succeed now and, in the future, – no matter how big your organization grows or how much your goals change. As Fiserv continues to invest in and rollout services to support ever-evolving commerce models it is our hope to demonstrate to you our leadership in payments.

Partner with a Proven Innovator in Your Industry



Fiserv is a leading innovator in enterprise point of sale solutions for the Sports & Entertainment industry. Our cutting-edge approach helps venues achieve unrivaled improvements in profitability, efficiency, and customer experience. Our solution has been deployed at hundreds of venues at a cost, pace and ease of integration never before possible.

We greatly appreciate you extending this opportunity to Fiserv and look forward to working together to grow your business and expanding our relationship to support your entire operation from end to end.

About Fiserv

2021 Quick Facts

Founded in **1984** | HQ: Brookfield, WI | Over **44,000** associates | Serving thousands of **financial institutions** and millions of **businesses** of all sizes | More than **1,000** patents issued and pending

Fiserv is a global leader in fintech and payments. We enable innovative experiences in step with the way people live and work today.

Our Aspiration

To move money and information in a way that moves the world

Our Values

Earn Client trust every day.

Inspire & achieve excellence.

Create with purpose.

Do the right thing.

Deliver on the promise of one Fiserv.

Our Purpose

To deliver superior value for our clients through leading technology, targeted innovation and excellence in everything we do

We serve financial institutions, businesses, and merchants of all sizes from more than 100 countries, enabling their customers, members, and consumers to move money when and where they need it at the point of thought. Learn more at [fiserv.com](https://www.fiserv.com)

Honored by Recognition

- **FORTUNE World's Most Admired Companies®**: 2014, 2015, 2016, 2017, 2018, 2019, 2020 and 2021
- **FORTUNE® 500**: 2016, 2017, 2018, 2019 and 2020
- **IDC FinTech Rankings Top 10**: 2014, 2015, 2016, 2017, 2018 and 2019
- **Software 500**: 2015, 2016, 2017 and 2018
- **Forbes Global 2000**
- **Forbes Digital 100**: 2019

Growing with Our Clients

Public on NASDAQ as FISV since 1986, Fiserv is an original fintech that continues to move financial services and payments forward as our clients' needs evolve.

	2018	2019	2020
Total Revenue	\$5,823M	\$10,187M	\$14,852M
Net Income	\$1,187M	\$893M	\$958M
Operating Cash Flow	\$1,552M	\$2,795M	\$4,147M
Total Assets	\$11,262M	\$77,539M	\$74,619M
Shareholder Equity	\$2,293	\$32,979	\$32,330

4.1 Company Profile

Global presence of vendor.

Our payment technology solutions have the depth and breadth to support your global operations. As a global industry leader, Fiserv supports customers in 100 countries. Plus, with Fiserv operations in 27 countries and a global team of 19,000 owner-associates, we can bring our innovative payment solutions to support your operations and customers around the world.

Through these arrangements, Fiserv is able to support BancorpSouth's local acquiring needs in the regions in which you are domiciled today, as well as support future growth as you look to expand into new markets.

Brief overview of Fiserv.

For 36 years, Fiserv has been a leader in financial services technology. Fiserv was formed on July 31, 1984, through the combination of two major regional data processing firms located in Milwaukee, Wisconsin, and Tampa, Florida. These firms - Fiserv Milwaukee and Fiserv Tampa - began their operations in 1964 and 1971, respectively, as the data processing operations of their parent financial institutions.

Fiserv was incorporated in the state of Delaware and changed where it was incorporated on February 2, 1992 to the state of Wisconsin.

In 2010, Bypass began providing customer facing mobile applications for "remote order and pay" functions. In 2012, the company expanded further into mobile POS (mPOS), deploying handheld point-of-sale applications. From there, Bypass quickly realized the need for a constantly evolving technology stack to keep up with the changing needs of such an advanced fast-paced industry.

On March 18, 2020, Fiserv announced the acquisition of Bypass Mobile, an independent software vendor (ISV) and leading innovator in enterprise point-of-sale systems. The acquisition of Bypass will help power the next generation of omni-commerce capabilities from Fiserv, enabling enterprise businesses to deliver a seamless customer experience that spans physical and digital channels.

The integration of Bypass with the universal commerce platform from Fiserv will enable the creation of new, secure purchasing experiences across connected devices. Together, we will help businesses accept payments quickly and efficiently while continuing to deliver a variety of payment options their customers are demanding.

4.2 References

Fiserv brings an established reputation for providing high-quality Point of Sale solutions. Our project references, noted below, affirm this reputation and clearly demonstrate our ability to successfully provide the services requested in this RFP. Refer to Table 2 for our references.

Table 2. References.	
These references represent clients similar to BancorpSouth Arena.	
Reference #1	
Name of Institution	Texas Tech University – NCAA Arena & Stadium – Lubbock, TX
Contact Person	Jay Satenspiel - Sr VP, Spectra Food Services & Hospitality
Phone	919-395-7900
Email	jay_satenspiel@comcastspectacor.com
Description of Services	The University currently utilizes 222 POS units across the 2 venues. Texas Tech University is also utilizing Bypass modules including Inventory, and integrations to the university student card provider.
Reference #2	
Name of Institution	American Airlines Arena – Miami Heat – Miami, FL
Contact Person	Matthew Jafarian - EVP, Business Strategy
Phone	414-908-3789
Email	Mjafarian@heat.com
Description of Services	Bypass deployed over 350 devices for 2019-2020 NBA season. A large piece of the decision-making process for the Heat was our ability to innovate and provide capabilities that allow for unique fan engagement opportunities. The Miami Heat are leveraging the Bypass platform to provide Single Tap Loyalty & Pay leveraging the Apple VAS and Google SmartTap protocols and modules that include Inventory, Premium Reporting, Stored Value & Loyalty Integration through Fortress and Mobile Ordering through Tapin2.
Reference #3	
Name of Institution	Fiserv Forum – Milwaukee Bucks – Milwaukee, WI
Contact Person	Matt Pazaras - SVP Business Development and Strategy
Phone	414-227-0574
Email	mpazaras@bucks.com
Description of Services	Bypass deployed 300 POS units for fixed stands and portable concessions, premium bars, clubs, and in-seat ordering. Fiserv Forum is utilizing Bypass modules including Inventory, Premier Reporting, Promotions, and Stored Value & Loyalty Integrations.

4.3 Response to Specifications

- Attached in provided spreadsheet.

4.4 Equipment

Fiserv is proposing the Clover Station Pro with NFC-enabled Payment Terminal for all Fixed POS Locations. Please see below for technical and functional specifications of each device.

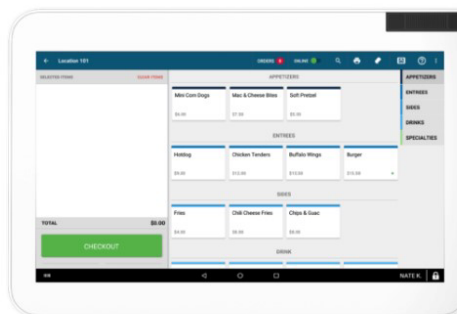
Fixed POS – The Clover Station Pro allows the merchant and venue to consolidate many of the peripherals that most other systems use today. Benefits of the Clover Station Pro include:

- Built in EMV reader to accept EMV dip transactions so no separate stand-alone payment terminal is needed.
- Station Pro Terminal has 7" high-bright customer display
- PCI Validated Point-to-Point Encrypted (VP2PE) credit card swipe which obtains the highest level of PCI validation and helps to pull the venues network out of scope for PCI. No separate payment terminal is required.
- Station Pro Terminal with Customer Facing Display and NFC Mobile Payment Acceptance allows the merchant and venue to accept multiple forms of mobile wallet acceptance including Apple Pay, Android Pay, Samsung Pay, etc. This device also gives customers the ability to use Contactless EMV where guests can tap their contactless EMV enabled cards on the printer to pay for their transactions. Both mobile wallet transactions and contactless EMV transactions are 1.5 / 2 seconds in processing time helping merchants speed up the lines in their venues.



CLOVER STATION PRO

Engage your customers like never
before with Station Pro



Run your business like a pro with our fastest, most secure
point-of-sale system yet.

STATION PRO DISPLAY

Materials: Brushed aluminum
Countertop Space: 13.1"x8.7"x8.8"
Display: 14.0", 1920x1080 TVDPI (160ppi)
Camera: 5 MP for 1D and 2D barcode scanning

THERMAL PRINTER

Materials: Brushed aluminum
Countertop Space: 6.9"x6.9"x6.9"
Weight: 2.8 lbs

STATION PRO TERMINAL

Materials: Brushed aluminum
Countertop Space: 8"x7"x3.8"
Display: 7.0" 1280x800 TVDPI (213ppi)
Processor: Qualcomm Snapdragon 660 octa-core
Memory: 2GB RAM, 16GB flash
Connectivity: Ethernet, Wi-Fi, and 4G/LTE
Camera: 5 MP for 1D and 2D barcode scanning
Hub: Four USB device ports and two cash drawer ports
Payments: EMV chip card reader, NFC reader, and MSR reader



Mobile POS – We are proposing the Clover Flex LTE for all mobile POS locations. The Clover Flex LTE provides merchants and venues with the mobility and flexibility required to change configurations on the fly and scale up when needed. The Clover Flex LTE is an all-in-one POS device that has the ability to accept all payment types without requiring the use of a separate payment peripheral. Benefits of the Clover Flex LTE Include:

- Built in EMV/NFC reader where EMV dip transactions and NFC mobile wallet transactions can be accepted right on the device itself w/o requiring a separate payment peripheral.
- PCI Validated Point-to-Point Encrypted (VP2PE) credit card swipe which obtains the highest level of PCI validation and helps to pull the venues network out of scope for PCI. No separate payment terminal is required.
- Built in high capacity 1D/2D Barcode Scanner giving merchants the ability to scan barcodes for discounts, payments and loyalty programs without the need for a separate peripheral
- Built in customer receipt printer for merchants who want to provide on-demand receipts to customers without having to use a separate peripheral printer.

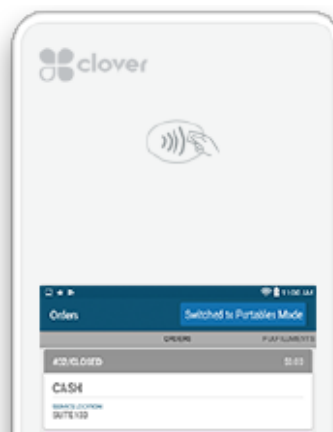
4G/LTE & WiFi connectivity giving merchants and venues the flexibility to provide commerce solutions anywhere in their facilities without having to limit the areas where POS are provided.

End-to-End Encryption – Fiserv is one of the only providers in Sports & Entertainment (S&E) that can provide the highest level of credit card data security to its merchants and partner venues. The proposed Clover POS hardware uses End-to-End Encryption (E2EE), a higher standard than what the PCI Counsel deems acceptable, to process credit card transactions. The E2EE method packages up the customer's credit card information using the hardware (not the Bypass software) on the Clover devices and transmits that information directly to the processor using the TransArmor data security layer. This layer of security pushes the credit card information directly to the processor without having to pass through a third-party credit card gateway. While almost all other POS solutions in S&E require third party credit card gateways to decrypt transactions prior to them going to the processor, adding a vulnerability point and an extra layer of cost, the Bypass platform from Fiserv leverages the E2EE encryption provided by TransArmor to avoid both. This provides our merchants and partner venues with the highest level of credit card data security at a lower cost since there are no gateway fees assessed to the merchant.



CLOVER FLEX

Business happens in many places –
Clover Flex makes it easier, everywhere.



Take payments in the stands, outside or to cut down the line.

Crowded counters and busy days are no big deal for Clover Mini.
This cool little device is easy to move and frees up valuable counter space to use as you need

CLOVER FLEX

Materials: Body: Brushed aluminum with white glass accents

Display: Antimicrobial Corning Gorilla Glass

Liquid silicone rubber provides additional product protection for improved impact (drop) performance

Overall Dimensions: 7.7"x3.2"x2.0"

Weight: 1.5 lbs

Internet Connectivity: WiFi, LTE ready

Screen size: 5" -1280x720

Power source: 2100 mAH Lithium battery, supports up to 8 hours of use

Payments: Swipe (MSR), chip (EMV), contactless (NFC)

Printer: Built-in printer accepts 2.25" x50' thermal receipt paper



4.5 Software

Proposed POS Software

From Bypass' inception, all software features and functionality along with the hardware platforms were specifically designed and intended to run large sports and entertainment venues. The products, designs, workflows, and tools aim to support the F&B partner to run their business efficiently on the back end and provide a smooth and seamless transaction for the front-end employees.

- **Inventory Management:** We offer a real-time perpetual inventory management solution that is integrated directly with the point of sale. It is entirely web-based and accessible from any device with a web browser and an active network connection. It requires no additional server hardware and is fully integrated with our POS platform. Sales data can be viewed in our reporting suite or in the dashboard. The inventory section of our platform houses all the venue's real-time inventory data. This section will allow for the operator to set thresholds that can surface inventory shortages or anomalies, which will prompt certain actions to be taken. Operators can manage the entirety of their inventory daily by receiving invoices from vendors, issuing product transfers from warehouses or stands, and doing periodic physical inventory audits in any and all locations. When items are received into the system, we utilize FIFO costing, which will give the food service personnel an accurate, to-the-penny cost of goods sold or cost of inventory on hand at any moment in time. All of these actions can be taken on an individual basis or as a bulk action to create operational efficiencies (e.g., bring to par, supplier restock, etc.)
- **Recipe Management:** Operators also have access to a robust recipe management tool. This tool is the link from the front of house menu items to the back of house stock items. Whether operators are building new menu concepts, checking their theoretical cost analysis per item or forecasting for the upcoming season, the recipe management tool helps in managing the finished product that is sold to the customers.
- **Reconciliation:** Every event, operators will have access to our "Iron Triangle" tool to tie down/close out the entire event, each location, or each cashier. The "Iron Triangle" is composed of three main points of data: POS data (Terminal), Inventory Sales data (Physical), and Payments (Bankable Deposit of Cash + CC + Cash Equivalents). We measure these three points of data up against each other to determine the over/short for each location/cashier. We've made the process of collecting this data more efficient than our legacy counterparts. Operators can enter counts on the POS register screen itself as an alternative to the traditional method of printing paper standsheets, though the latter is still an option we provide. These counts, as they are entered, are saved from the tablet to the cloud, and automatically fill out a more comprehensive digital stand sheet viewable only to users with the proper credentials.
- **Stand sheets:** The stand sheet view compares data pulled from the POS sales reports to the physical counts previously entered by the stand managers. (This provides the substance of the POS-to-GOS report, a staple of F&B operations in large S&E venues.) If there is a

variance between the expected end count for a particular item and the actual end count entered by the stand manager, that variance will be highlighted in the view.

- **Cash Room:** Our platform has a cash room module that lets users assign opening banks, record mid-event cash drops and then enter end of night cash collected. Payments are automatically tallied for comparison with the expected amount collected during an event. When matched up with the POS/GOS data, the cash room data completes the “Iron Triangle” reporting needs of POS-to-GOS-to-Payments. All of these data points can be viewed in one centralized location to assist in accelerating the end-of-night close out.
- **Reporting:** Reporting on front of house (FOH) and back of house (BOH) activity is extremely flexible due to our integration with Looker. Our web-based reporting gives the user the ability to filter the data in numerous ways. Whether your data to be presented in a certain way, we are able to respond to custom reporting requests within 48 hours. It produces data in real time and is viewable on mobile devices.

4.6 Reporting

Please see previous page for information on Bypass Reporting and Cash Room Management.

Please see our attached Bypass Reporting Guide

4.7 Software/System Maintenance

Our systems are updated regularly in two buckets: Cloud and Android. Cloud updates are only relevant to administrators of our solution and are preceded by emailed release notes and Bypass Manager interactive overlays on the modules affected. Android updates are distributed from our MDM and in conjunction with our Clover solution, download silently in the background, and do not install once downloaded as to not interrupt any critical services on the tablet.

To improve your system's performance and security, Clover devices automatically reboot every 24 hours at a time that can be adjusted by the customer on a device-to-device basis. It is during this nightly reboot that all downloaded updates are installed. Updates can be force-installed outside of the reboot cycle by selecting "Install Updates" from the pull-down menu of the device (only a manager should perform this action if the situation requires). All software updates and upgrades are included in your annual software license costs and do not include incremental costs per upgrade.

Our preferred cadence for release is monthly, however, that is subject to change based on a multitude of variables.

Notification of releases are sent to customers via email and through the manager in page notification system.



Please see our attached Bypass Support Guide for details on our RMA process.

4.8 Support

Services Included in Subscription: Onboarding and implementation of new clients is handled by assigned Fiserv employees as detailed previously; we also have an in-house support team available 24/7.

- 24/7 Remote Technical Support
- Hardware replacement within warranty period
- Software updates including new features and fixes

4.9 Timeline and Project Planning

 Bypass & BancorpSouth Arena Mutual Action Plan 							
PROJECT TITLE		BancorpSouth Arena Point of Sale Implementation			Project Calls		
PROJECT MANAGER		Bypass Project Team			Training Calls		
Today's Date		5/25/21			Onsite Work		
Bypass Installation Date					Milestones		
Customer 1st Live Event		8/1/21			Other Key Events		
Phase	Action Item	Type	Owner	Start Date	Progress	Resource Days	Travel Days (round trips)
I	Project Kickoff Call	Key Event	Client	6/1/21			
	Confirm HW Config	Key Event	Bypass & Client	6/2/21			
	Launch Project Basecamp	Key Event	Bypass	6/3/21			
	Create Bypass Venue	Key Event	Bypass	6/3/21			
	Provide Information for MID creation	Milestone	Fiserv / Client	6/3/21			
II	Integrations Kickoff Call	Milestone	Fiserv / Client	6/8/21			
	System Configuration Commences	Key Event	Client	6/8/21			
	Remote Training #1 - Intro, Admin training & Import File	Training	Bypass & Client	6/8/21			
	Weekly Project Call	Weekly Call	Bypass & Client	6/9/21			
	Processing Agreement signed	Milestone	Fiserv / Client	6/10/21			
	Onsite Operations Walkthrough and Network Assessment	Onsite	Bypass & Client	6/14/21			
	Remote Training #2 - BOH Configuration	Training	Bypass & Client	6/15/21			
	Weekly Project Call	Weekly Call	Bypass & Client	6/16/21			
	Test Media Provided to Bypass	Key Event	Client	6/16/21			
	Order/Provision Hardware	Key Event	Bypass	6/20/21			
	Remote Training #3 - FOH Configuration	Training	Bypass & Client	6/22/21			
	Weekly Project Call	Weekly Call	Bypass & Client	6/23/21			
	Remote Training #4 - Events and Reconciliation training	Training	Bypass & Client	6/29/21			
	Weekly Project Call	Weekly Call	Bypass & Client	6/30/21			
	BOH Import File Returned to Bypass	Key Event	Client	6/30/21			
	FOH Import File Returned to Bypass	Key Event	Client	6/30/21			
	Weekly Project Call	Weekly Call	Bypass & Client	7/6/21			
	Remote Training #5 - Standsheets training	Training	Bypass & Client	7/9/21			
	Network Confirmed Ready	Key Event	Client	7/10/21			
	Weekly Project Call	Weekly Call	Bypass & Client	7/13/21			
	Bypass Manager FOH Build Complete	Key Event	Client	7/14/21			
	Bypass Manager BOH Build Complete	Key Event	Client	7/14/21			
	Site confirmed Ready for Implementation	Key Event	Client	7/14/21			
	Validate integrations	Key Event	Bypass & Client	7/14/21			
	Weekly Project Call	Weekly Call	Bypass & Client	7/20/21			
III	Hardware Shipment to Site	Milestone	Fiserv / Bypass	7/24/21			
	Hardware Received Onsite	Milestone	Client	7/26/21			
	Inventory & Hardware Distribution	Onsite	Bypass & Client	7/27/21		1	2
	Begin Hardware Implementation	Onsite	Bypass	7/27/21		2	
	Complete Hardware Implementations	Onsite	Bypass	7/29/21		1	
	Onsite Team Training	Onsite	Bypass & Client	7/30/21		1	
	Event Preparations, Test Integrations	Onsite	Bypass	7/31/21		1	
	Mock Test Event	Onsite	Bypass & Client	7/31/21		1	
IV	Launch - Event Support #1	Milestone	Bypass & Client	8/1/21		1	
	Post Launch Call	Weekly Call	Bypass & Client	8/5/21			
	Event Support #2	Onsite	Bypass & Client	TBD		1	1
	Event Support #3 - TBD	Onsite	Bypass & Client	TBD		1	1
V	Project Closeout Call	Milestone	Bypass & Client	TBD			

4.10 Training

A. Sub-Project Phase Overview (Phase 1 & Phase 3)

- **Phase I** – Execute Mutual Action Plan and Project Kickoff; Both parties agree to create a mutual action plan 10 business days following contract execution this includes, training plan, communication plan, project timeline and critical path items. Throughout all phases the PM and JPM and key project stakeholders will meet at minimum every two (2) weeks and more frequently as necessary to align and ensure all Services are tracking to the project plan. The Mutual Action Plan will serve as hard deadlines that have been agreed by both parties to be met on time. Any changes to due dates or deadlines from initial sign off only can be changed via a change order signed by both parties. Client and Bypass are responsible for setting the project timeline and Bypass is responsible for meeting the milestone dates set forth herein and otherwise agreed to by Bypass and Client.
- **Phase II** – Configuration, Training, Process Discovery; The Main Bypass Owner, Area Managers and the Lead FIM will work together on a weekly basis to review the configuration of Bypass Manager and ensure the system capabilities are configured to best serve the Client's operation. The FIM will be responsible for training on each applicable module, the assignment of configuration responsibilities and providing training material via our support center such as training session recordings and recap documentation. The JPM and PM will work with the Main Bypass Owner to ensure all applicable data such as integration details and Merchant Identification Number ("MID") information has been received and configuration has started in preparation for **Phase III**.
- **Phase III** – Site Readiness and Hardware Implementation; Configuration and remote trainings will be completed prior to the FIM arriving on-site for the physical implementation. Hardware will be delivered no later than one week prior to the first day of the scheduled onsite installation. The PM and the Main Bypass Owner will ensure all hardware is accounted for. Install plan and timeline will be provided prior to the FIM's arrival via Basecamp. The Main IT POC will ensure that power and network is ready in accordance with the project plan. During phase III the Lead FIM will configure, test and install all applicable Bypass hardware and software. The Lead FIM will also complete onsite training and ensure all Bypass hardware and systems are ready for launch based on the agreed upon timeline.
- **Phase IV** – Go Live and Event Support starting with first Event as mutually agreed to by Client and Bypass. (the "Go-Live Date"). In-person Event support will be delivered by the Bypass team on the Go-Live Date and for nine (9) additional Events as mutually agreed to by Client and Bypass during the Term. At least one of the Events will be a full capacity event. The parties acknowledge and agree that in light of the COVID-19 pandemic, the dates of Client Events requiring Go-Live and Event support are uncertain and could extend through the 2021 Spring and summer. Regardless of the dates, Bypass agrees to deliver the Phase IV, Go-Live and Event support Services. Event support plans will be provided via Basecamp.
- **Phase V** – Handoff Phase/Project Closure; during this phase a close out call will be held to discuss the transition to Bypass Support. See the **Project Close** details below.

B. Implementations Services and Planning

1. **Communications**- The main mode of communications will be through Bypass' project management tool Basecamp. All applicable stakeholders will be added to this tool. A communication plan will be agreed upon during **Phase I** of the project and will be adhered to. Bypass will respond to any post based on the urgency of the communication, but in no event more than one business day.

Client may initiate critical communications to Bypass in any mode, provided a post is also made to Basecamp.

2. **Project Plan-** Bypass will prepare the project plan for review and approval by Client. The project plan will be delivered in a format that delivers information content comparable to that provided in a Microsoft Project plan. The project plan will, at a minimum, include:

- Descriptions of deliverables and tasks.
- Identification of associated dependencies among deliverables.
- Resources assigned to each deliverable and tasks; and
- Completion for each deliverable and each task

3. **Site level Implementations-** Bypass is responsible for installing, configuring and testing all Bypass hardware and applicable integrations in accordance with the project plan. Bypass is not responsible for making any modifications to the physical space such as mounting or drilling, pulling or running cabling or the removal of pre-existing equipment. The Main IT POC will be responsible for ensuring the network and power as identified in the Bypass Networking Guidelines and other written Payment System configuration requirements are ready for Bypass installation and the removal of any pre-existing hardware. Bypass will also be provided supervised access to physical areas for installation.

4. **Training-** Bypass is responsible for conducting a weekly training session covering all applicable modules with the applicable parties at the site level. This training will be held from phase I to phase IV. The Main Bypass Owner and applicable Area Supervisors are responsible for attendance at the training sessions as set in the training schedule, Recaps, recordings and training material from our Bypass Support Center will be provided after each training session on the topics trained on. All Trainings will be scheduled on non-Event weekdays whether on-site or remotely.

5. **Network-** If network infrastructure, network configuration, or connectivity is not completed as provided in the Bypass Networking Guidelines in accordance with the project plan, Client may be charged a fee for additional onsite time required by Bypass and the project may be delayed.

6. **Supplemental Hardware-** Bypass will not provide supplemental hardware including but not limited to network switches, extension cords, etc. Notwithstanding the foregoing, if Bypass failed to identify any Hardware that is necessary for the operation of the Payment System in the Bypass Networking Guidelines and other written Payment System configuration requirements, Bypass shall be responsible for the costs of such Hardware and installation Services to cause the Payment System to operate in accordance with this Agreement and will be responsible for the impacts of project delays. It is responsibility of the Main Bypass POC to ensure all supplemental hardware specified by Bypass is available during the installation and the physical environment meets the specifications found in the Bypass Networking Guidelines (networking strength, working outlets, working ethernet ports, etc.). If needed quotes may be generated for applicable hardware needs.

1. Describe milestones at which the Authority must be engaged to provide support, the type of support desired, amount of time and other resources required from the Authority.

- **Phase I** – Execute Mutual Action Plan and Project Kickoff; All key stakeholders of the Authority must attend the project kickoff call to determine scope, timeline and execution plan.
- **Phase II** – Configuration, Training, Process Discovery; The Authority will provide Bypass with a main “owner/champion” of the Bypass system during the configuration phase.
- **Phase III** – Site Readiness and Hardware Implementation; The Authority will ensure the site is ready for the physical implementation. This includes, but is not limited to: Area readiness,

countertop readiness, network readiness, power readiness, staging area, etc.

- **Phase IV** – *Go Live and Event Support starting with first Event as mutually agreed to by Client and Bypass; The Authority will provide Bypass with a schedule of events in a timely manner.*
- **Phase V** – *Handoff Phase/Project Closure; The key stakeholders of this project for the Authority must attend the project close out call.*

4.11 Speed of Service/Increased Sales

Speed of Service: One of our main differentiators is our ability to move cashiers and customers through the transaction process as quickly as possible, especially during periods of peak load. Our EMV transaction processing time is 3 seconds with contactless EMV and NFC mobile wallet transactions coming in slightly faster at 2 seconds. This differentiator has helped our partners move customers through the lines quicker providing a better experience for their fans/guests, adding higher top line revenue and achieving higher incremental margins.

Frictionless Loyalty & Pay: We are one of the only commerce platforms in S&E to provide single-tap loyalty and pay. Through our partnerships with Apple, Google and various loyalty providers, Bypass partners now can provide frictionless stored value and loyalty to their fans and guests. With a single tap of a smartphone or single scan of a QR code, loyalty members can associate their membership number with the transaction, apply any offers that may be available and pay for their transaction. This eliminates the traditional need for 3 different interaction points, speeds up the transaction allowing for more throughput, enhances the guest experience and provides our clients with invaluable data on customer buying behavior

City of Tupelo

RFP # 2021-13CO

Point of Sale System for Premium Seating and Concessions for The BancorpSouth Arena & Conference Center



4.12 Proposal Price



BYPASS

Site: BancorpSouth Arena & Conference Center

City of Tupelo, MS

Subscription Type: 1 Year Auto-Renewal

Go Live Date: June 22, 2021

First Data Merchant Services LLC
901 S. Mopac Expressway
Building 3, Suite 200
Austin, TX 78746

Quote No: DL-BSACC-05242021
Quote Date: 24-May-21
Quote Expires: 23-Jun-21

Shipping and Handling: Applicable Hardware
Rate 5% (Discounted)

Darren Lucy
512-960-2152

Account: Site: BancorpSouth Arena & Conference Center			
Scope: POS Implementation for Arena & Conference Center			
Bypass Products	Unit Cost	Units	Total
Platform includes:			
POS Hardware - Fixed Concessions			
Clover Station Pro With Starter Kit, Terminal (Mini), Printer, And Clover Master Key Cash Drawer	\$ 1,532	32	\$49,024
			\$49,024
POS Hardware - Portable Concessions			
Clover Flex LTE 2nd Gen With Starter Kit	\$ 564	6	\$3,384
			\$3,384
Venue Set Up			
Venue Configuration - WAIVED - EXISTING BYPASS VENUE	\$ 2,500	0	\$0
Project Management	\$ 2,350	1	\$2,350
Onsite Implementation / Live Support (Includes Daily Per Diem And Hotel)	\$ 900	6	\$5,400
Travel Expense (Per Diem)	\$ 300	1	\$300
Travel Expense (Round-Trip Airfare Per Resource Per Trip)	\$ 595	1	\$595
			\$8,645
Annual Software Subscriptions			
Tablet Software Subscription	\$ 375	38	\$14,250
Perpetual Inventory (Includes Standardsheets And Reconciliation)	\$ 3,000	1	\$3,000
			\$17,250

Information to Customer:	Customer Initials
<ul style="list-style-type: none"> - Invoice terms: Hardware, Shipping, Software & Services Involved on Contract Execution - First payment MUST be received prior to the shipment of hardware - Software Subscription Term: Billed 60 days prior to Anniversary of Contract Date - Quote includes 5-day on-site implementation & live support charge - Quote amount does not include any applicable taxes - Connectivity and power supplied by client - Credit Card Merchant Processing Fees Paid by Client - Implementation availability subject to 60-day advance notice 	

Hardware Subtotal	\$52,408
Shipping and Handling Subtotal	\$2,620
Software Subscription Subtotal	\$17,250
Implementation Services	\$8,645
TOTAL	\$80,923

Unless the parties are under an existing MSA, all pricing contained herein is predicated on the acceptance of First Data's standard terms and conditions including risk allocation, data rights and publicity.

Client: City of Tupelo, MS

Signature _____ Print Name _____

Title _____ Date _____

The above client ("Client") subscribes to the software and services and agrees to purchase the hardware set forth in the applicable quote (each, a "Quote"), subject to the attached Terms and Conditions (the "Terms"). A Quote will become effective upon execution of the same by both parties (the "Effective Date"). Each Quote entered into between the parties will reference these Terms and Conditions. These Terms (together with the Quote to which they are attached and any subsequent Quote executed by the parties, this "Agreement") shall set forth the terms and conditions pursuant to which First Data shall deliver certain software, services and equipment. Capitalized terms not defined in the attached Terms have the meanings set forth in the Quote. In the event of a conflict between this Quote and the Terms, the Quote shall take precedence.

Billing Information

Client/Sold To Legal Entity Name: _____ Venue Street Address: _____

Bill To Legal Entity Name: _____ Venue City, State, Zip: _____

Payor Legal Entity Name: _____ Tax Exempt Purchase? Please provide documentation: _____

AP Contact Name: _____ AP Contact Email Address: _____

Legal Entity Name for Renewals: _____ Renewal Contact Email Address: _____

Invoices shall be due and payable within thirty (30) days from the date of invoice. If payment is not made within 10 days after its due date, First Data will charge a late fee on the unpaid balance of 1.5% per month. Supplemental orders will not be processed for accounts with past due balances. First Data reserves the right to suspend access to and use of the Payment System if the account becomes delinquent.

First Data Merchant Services LLC 2021 Confidential

Statement of Proposal

This proposal is meant solely to provide information about the products and services described herein and your company's use thereof. This proposal does not constitute an offer to contract, and neither Fiserv nor your company shall be obligated to provide or purchase the products or services described in this proposal until a definitive agreement is executed by Fiserv and your company. All proposed terms and information herein assume the use of Fiserv's standard contract terms and conditions, which Fiserv shall provide to you.

Fiserv welcomes the opportunity to respond to this Request for Proposal. The responses of Fiserv, including the pricing set forth herein, are non-binding, and are being provided for informational purposes only and do not constitute or give rise to a contractual commitment on behalf of Fiserv. While Fiserv has endeavored to provide thorough and helpful responses herein, the contractual terms and conditions, and the associated pricing for the solutions described herein are subject to Fiserv's standard agreements, which will be supplemented and refined based on the specific array of solutions and services to be provided after selection.

This proposal and the information contained herein is valid for 90 days. Fiserv reserves the right to withdraw or otherwise modify this proposal and the information herein after that time.

Statement of Confidentiality

This proposal reveals the significant business capabilities of Fiserv, including systems, prices and pricing strategy. These elements are essential to the business of Fiserv. This proposal and the information contained in this proposal are the proprietary and confidential information of Fiserv and must be held in confidence by you and your organization (and its affiliates and personnel) and otherwise treated in accordance with the confidentiality terms you have previously agreed to regarding the products and services of Fiserv and information relating to such products and services. Fiserv is delivering this proposal with the express understanding that it will be held in confidence, will not be copied or reproduced without Fiserv's consent, and will not be disclosed to third parties or to persons within your organization to whom Fiserv has not previously consented in writing.

Fiserv is an equal opportunity employer, m/f/v/h.

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Information subject to change.



Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, September 6, 2021

The Tupelo Convention & Visitors Bureau met Tuesday, September 6, 2021, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Chauncey Godwin, Louis Britton and Steven Blaylock joined the meeting by phone. Tupelo CVB staff members present were Kylie Boring, Brian Rucker, and Stephanie Moody-Coomer.

Neal McCoy called the meeting to order at 2:03 p.m.

Louis Britton moved and Chauncey Godwin seconded approval of the agenda. All voting aye, the motion carried.

Chauncey Godwin moved that the minutes be approved from the board meeting held in August, 2021. Louis Britton seconded approval of the minutes. All voting aye, the motion carried.

Kim Hanna presented the financial report.

Brian Rucker, Kylie Boring and Stephanie Moody-Coomer presented staff reports.

Neal McCoy reported on the creation of a taskforce by Mayor Todd Jordan to focus on the future growth of Tupelo, specifically, on creating a community that is a great place to live and to visit. Mayor Jordan appointed McCoy to head the taskforce, which will include representation from the Tupelo CVB, Tupelo Park and Rec, Downtown Tupelo Main Street Association and the BancorpSouth Arena. Although McCoy will be moving his office to Tupelo City Hall, he will remain as the Executive Director of the Tupelo CVB, with day-to-day operations handled by Stephanie Moody-Coomer.

The meeting adjourned at 2:45 p.m.

Submitted by:


Chauncey Godwin, Secretary


Neal McCoy, Executive Director



AGENDA REQUEST

TO: Mayor and City Council

FROM: Abby Christian, Grant Writer

DATE September 21, 2021

SUBJECT: IN THE MATTER OF APPROVAL TO SUBMIT 2021 MDOT TA PROGRAM GRANT APPLICATION (FOR WARD 7) **AC**

Request: Seeking approval to submit applications for the MDOT Transportation Alternatives (TA) Program.

Agency: Mississippi Department of Transportation (MDOT)

Grant: Transportation Alternative (TA) Program

Match: South Park Manor to Lawndale Elementary match will be \$41,198.01 (20%).

Submission Deadline: 30 September 2021.

Total Requested Amount: MDOT Portion (80%) = \$164,792.06.

Overview: The purpose of the TA Program is to fund a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management and environmental mitigation related to stormwater and habitat connectivity.

This specific funding will be used to build a sidewalk in ward 7 – South Park Manor to Lawndale Elementary School.