

# **REGULAR CITY COUNCIL MEETING**

## **MUNICIPAL MINUTES CITY OF TUPELO**

### **STATE OF MISSISSIPPI**

**MARCH 05, 2024**

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, March 6, 2024, 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 Travis Beard gave the invocation, and Council Member Lynn Bryan led the pledge of allegiance.

Council President Travis Beard called the meeting to order at 6:00 p.m.

### **CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER**

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

Add Item #22 IN THE MATTER OF APPROVAL OF CONTRACT WITH REINHOLD ELECTRIC, INC. FOR BID # 2023-066WL (JACKSON STREET – MADISON TO FRONT – UNDERGROUND ELECTRIC)

The vote was unanimous in favor.

### **EMPLOYEE RECOGNITION**

The following were recognized for employment with the City of Tupelo:

Dennis Farris	Municipal Court	5 years
James Adam Sanford	Police Department	10 years
William Bruce	Fire Department	15 years

### **PUBLIC RECOGNITION**

Council Member Nettie Davis asked for prayers for Joseph Metcalf and his family in the death of his mother. She congratulated the Tupelo Golden Wave girls on winning the basketball state championship.

Council Member Rosie Jones asked for prayers for the family of the 13-year-old child that died a few weeks back in a shooting.

Council Member Chad Mims offered congratulations to the Tupelo High School and Middle School show choirs in their recent wins at Madison Central. He said they will be performing/competing at the Gaylord in Nashville in the coming weekend.

Council Member Travis Beard reminded everyone of the Empty Bowls lunch tomorrow, and he reminded everyone of the time change this weekend.

### **MAYOR'S REMARKS**

Mayor Todd Jordan gave an update on several ongoing projects including The Depot, Endville Road and the recent 3 ARPA projects.

### **CITIZEN HEARING**

Ms. Timiko Hampton didn't show to speak to the Council.

### **IN THE MATTER OF MINUTES OF FEBRUARY 20, 2024 COUNCIL MEETING**

Council Member Palmer moved, seconded by Council Member Bryan, to approve the minutes of the February 20, 2024, regular council meeting. The vote was unanimous in favor.

### **IN THE MATTER OF BILL PAY**

Bills were reviewed at 4:30 p.m. by Council Members Lynn Bryan, Travis Beard, Buddy Palmer, Nettie Davis and Janet Gaston. Council Member Bryan moved, seconded by Council Member Gaston, 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 Jones, to approve the advertising and promotional items, as follows:

#### ITEMS:

Various Vendors	\$800.00	Tupelo Reads event (advertising & hotel expense for speaker)
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The vote was unanimous in favor. APPENDIX B

### **IN THE MATTER OF NEW BANK ACCOUNT-2024 G.O. BONDS**

Council Member Janet Gaston recused herself for this item of business.

Council Member Mims moved, seconded by Council Member Bryan, to approve an Order of the Governing Authorities of the City of Tupelo Authorizing the Opening of a New Account at Cadence Bank for the Placement of Proceeds from the Issuance of 2024 General Obligation Bonds. The account title will be "City of Tupelo 2024 G.O. Bond Fund". The vote was, as follows:

Council Member Mims	AYE
Council Member Bryan	AYE
Council Member Beard	AYE

Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	RECUSED
Council Member Jones	AYE

## APPENDIX C

Council Member Gaston rejoined the meeting.

### **IN THE MATTER OF APPROVAL TO SUBMIT FY23 AFG**

Council Member Davis moved, seconded by Council Member Mims, to approve the submission of the FY23 Assistance to Firefighters Grant (AFG). If awarded, the \$626,000 grant would provide funds for the purchase and replacement of self-contained breathing apparatuses. The grant carries a 10% match. The vote was unanimous in favor. APPENDIX D

### **IN THE MATTER OF APPROVAL TO SUBMIT ARC COLONIAL ESTATES LIFT STATION REHABILITATION GRANT**

Council Member Bryan moved, seconded by Council Member Mims, to approve the submission of the FY24 Appalachian Regional Commission (ARC) MS 21688 grant. This \$606,894 grant would provide funds for the Colonial Estates Lift Station Rehabilitation. The grant carries a 50% match. The vote was unanimous in favor. APPENDIX E

### **IN THE MATTER OF MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN TUPELO POLICE DEPARTMENT AND US MARSHALS SERVICE TASK FORCE**

Council Member Mims moved, seconded by Council Member Gaston, to renew a memorandum of understanding (MOU) with the US Marshals Service Fugitive Task Force. The vote was unanimous in favor. APPENDIX F

### **IN THE MATTER OF SURPLUSING PD VEHICLES FOR AUCTION**

Council Member Davis moved, seconded by Council Member Jones, to approve the surplus items for auction, as follows:

2001 Dodge Ram 1500	VIN: 1B7HC16Y81S735196	Asset: W00225
2007 Ford Crown Victoria	VIN: 2FAFP71W17X149018	Asset: 12807
2013 Chevrolet Tahoe	VIN: 1GNLC2E06DR276720	Asset: 15779

These items are no longer needed by the City of Tupelo and should be auctioned. The vote was unanimous in favor. APPENDIX G

### **IN THE MATTER OF SURPLUSING PD VEHICLES FOR SCRAP**

Council Member Bryan moved, seconded by Council Member Gaston, to approve the surplus items, as follows:

2018 Ford Explorer	VIN: 1FM5K8AR9JGA37144	Asset: AST0006785
2009 Ford Crown Victoria	VIN: 2FAHP71V79X121405	Asset: 14608
2012 Chevrolet Tahoe	VIN: 1GNLC2E01CR292516	Asset: 15451

These items are no longer needed by the City of Tupelo, cannot be auctioned and should be scrapped. The vote was unanimous in favor. APPENDIX H

**IN THE MATTER OF APPROVAL OF SOLE SOURCE FOR ARIZON AIR STRUCTURE FOR INSTALL AND DISMANTLING**

Council Member Gaston moved, seconded by Council Member Davis, to approve Arizon Air Structure as the sole source for the repairs, maintenance, installation and dismantling of the air structure (bubble) at City Park. Justification for the sole source purchase is outlined in APPENDIX I. The vote was unanimous in favor. APPENDIX I

**IN THE MATTER OF SOLE SOURCE FOR ACCUTAB FROM MEMPHIS POOL**

Council Member Gaston moved, seconded by Council Member Jones, to approve a sole source provider of Accu-Tabs to Memphis Pool Supply, who is the only authorized dealer for this area. Justification for the sole source purchase is outlined in APPENDIX J. The vote was unanimous in favor. APPENDIX J

**IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUNDS TO THE CITY OF TUPELO FOR FLAGS**

Council Member Palmer moved, seconded by Council Member Bryan, to accept the donation of \$4,500 from the Tupelo Sports Council for the purchase of flags for the Veterans Memorial. The vote was unanimous in favor. APPENDIX K

**IN THE MATTER OF APPROVAL OF ADDENDUM FOR THE AQUATIC CENTER FOR MEMBERSHIP MANAGEMENT SOFTWARE**

Council Member Gaston moved, seconded by Council Member Davis, to approve the addendum to the service subscription contract between Club Automation and the City of Tupelo. This addendum will change the bill from net 14 to net 30 to comport the payment time with state law. The vote was unanimous in favor. APPENDIX L

**IN THE MATTER OF BID APPROVAL 2024-003PW SUPPLY AND INSTALLATION THERMOPLASTIC TRAFFIC MARKING – 12 MONTH SUPPLY**

Bids were received for bid # 2024-003PW – Supply and Installation of Thermoplastic Traffic Marking for a 12-month period. One bid was received from Riverside Traffic System Inc. Council Member Davis moved, seconded by Council Member Palmer, to find 1) advertising was properly conducted affording other bidders the opportunity to bid; 2) the single bid was commercially reasonable; and 3) to award the bid to Riverside Traffic System, Inc. The vote was unanimous in favor. APPENDIX M

**IN THE MATTER OF BID 2024-004PW - (2) ½ TON PICKUP TRUCKS**

Bids were received for bid # 2023-004PW – Two ½ Ton Pickup Trucks. One bid was received from Cannon Chevrolet Nissan. Council Member Bryan moved, seconded by Council Member Mims, to find 1) advertising was properly conducted affording other bidders the opportunity to bid; 2) the single bid was commercially reasonable; and 3) to award the bid to Cannon Chevrolet Nissan in the total amount of \$108,134.00. The vote was unanimous in favor. APPENDIX N

**IN THE MATTER OF BID APPROVAL 2024-001PW (2) LANDSCAPE DUMP TRUCKS**

Bids were received for bid # 2023-001PW – Two Landscape Dump Trucks. One bid was received from Cannon Chrysler Jeep Dodge Ram. Council Member Palmer moved, seconded by Council Member Jones, to find 1) advertising was properly conducted affording other bidders the opportunity to bid; 2) the single bid was commercially reasonable; and 3) to award the bid to Cannon Chrysler Jeep Dodge Ram in the total amount of \$159,300.00. The vote was unanimous in favor. APPENDIX O

**IN THE MATTER OF APPROVAL OF CADENCE BANK ARENA MINUTES OF JANUARY 22, 2024**

Council Member Bryan moved, seconded by Council Member Gaston, to approve the minutes of the Cadence Bank Arena held on January 22, 2024. The vote was unanimous in favor. APPENDIX P

**IN THE MATTER OF REAPPOINTMENT OF MR. DANNY RILEY TO THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT BOARD OF COMMISSIONERS**

Council Member Palmer moved, seconded by Council Member Bryan, to confirm the reappointment of Danny Riley to the NE Mississippi Regional Water Supply District Board of Commissioners for an additional term of 5 years. The vote was unanimous in favor. APPENDIX Q

**IN THE MATTER OF APPOINTMENT OF MR. KENNETH GREER TO THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT BOARD OF COMMISSIONERS**

Council Member Gaston moved, seconded by Council Member Mims, to confirm the appointment of Kenneth Greer to the NE Mississippi Regional Water Supply District Board of Commissioners for a term of 5 years. The vote was unanimous in favor. APPENDIX R

**IN THE MATTER OF AMENDMENT TO CODE OF ORDINANCE SECTION 2-261 CONCERNING THE CITIZEN'S POLICE ADVISORY BOARD**

Council Member Bryan moved, seconded by Council Member Davis, to approve the amendment to Code of Ordinance Section 2-261 concerning the Citizen's Police Advisory Board. The vote was unanimous in favor. APPENDIX S

**IN THE MATTER OF DONATION OF REAL PROPERTY LOCATED AT 3304 S. GREEN STREET TO HABITAT FOR HUMANITY**

Council Member Janet Gaston recused herself from the meeting.

Council Member Bryan moved, seconded by Council Member Palmer, to approve the donation of real property located at 3304 S Green Street to Habitat for Humanity. This property is no longer needed by the City of Tupelo, and statutory authority as cited in APPENDIX T authorizes the donation. The vote was as follows:

Council Member Mims	AYE
Council Member Bryan	AYE
Council Member Beard	AYE
Council Member Davis	AYE
Council Member Palmer	AYE
Council Member Gaston	RECUSED
Council Member Jones	AYE

#### APPENDIX T

Council Member Janet Gaston rejoined the meeting.

#### **IN THE MATTER OF APPROVAL OF CONTRACT WITH REINHOLD ELECTRIC, INC. FOR BID #2023-066WL – JACKSON STREET (MADISON TO FRONT) UNDERGROUND ELECTRIC**

Council Member Gaston moved, seconded by Council Member Jones, to approve the contract with Reinhold Electric, Inc. for bid # 2023-066WL – Jackson Street (Madison to Front) Underground Electric in the amount of \$5,455,103.70. The vote was unanimous in favor. APPENDIX U

#### **IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – MULTIFAMILY (MOVED TO STUDY AGENDA AT FEBRUARY 20, 2024, MEETING)**

This item was moved up to the next regular Council Meeting Action Agenda.

#### **IN THE MATTER OF DEVELOPMENT CODE AMENDMENT – SIGNS (MOVED TO STUDY AGENDA AT FEBRUARY 20, 2024, MEETING)**

This item remained on the Study Agenda.

#### **EXECUTIVE SESSION**

Council Member Bryan moved, seconded by Council Member Gaston, to determine the need for an executive session. City Attorney Ben Logan said the session will be for economic development under Miss. Code Anno. § 25-41-7 (g) and (i) (1972 as amended). The vote was unanimous in favor.

Council Member Davis moved, seconded by Council Member Palmer, to close the regular session and enter executive session for discussion of economic development under Miss. Code Anno. § 25-41-7 (g) and (i) (1972 as amended). The vote was unanimous in favor at 6:26 p.m.

After discussion in executive session, Council Member Davis moved, seconded by Council Member Palmer, to return to the regular meeting at 6:33 p.m. The vote was unanimous in favor.

**IN THE MATTER OF AGREEMENT BETWEEN THE CITY OF TUPELO, MISSISSIPPI AND THE COMMUNITY DEVELOPMENT FOUNDATION TO PROMOTE ECONOMIC DEVELOPMENT**

Council Member Bryan moved, seconded by Council Member Gaston, to approve an 'Agreement between the City of Tupelo Mississippi and the Community Development Foundation to Promote Economic Development'. The vote was unanimous in favor. APPENDIX V

**ADJOURNMENT**

There being no further business to come before the Council at this time, Council Member Palmer moved, seconded by Council Member Mims, to adjourn the meeting at 6:35 p.m.

This the 5<sup>th</sup> day of March, 2024.



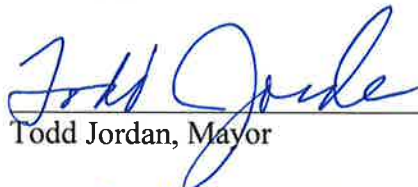
Travis Beard, Council President

ATTEST:



Missy Shelton, Council Clerk

APPROVED



Todd Jordan, Mayor

3-20-2024

Date

**CHECK INFORMATION FOR COUNCIL MEETING  
MARCH 5, 2024**

<b>FUND</b>	<b>CHECK NUMBERS</b>
<b>POOL CASH EFT TWL ADJUSTMENTS</b>	<b>ID-424083-424095;424096-424390 50002700-50002727 1-158</b>

**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** March 5, 2024

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

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**Request:**

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

**ITEMS:**

Various Vendors	\$800.00	Tupelo Reads event (advertising & hotel expense for speaker)
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**ORDER**

**AN ORDER OF THE GOVERNING AUTHORITIES OF THE CITY OF TUPELO,  
MISSISSIPPI AUTHORIZING THE OPENING OF A NEW ACCOUNT AT CADENCE  
BANK FOR THE PLACEMENT OF PROCEEDS FROM THE ISSUANCE OF 2024  
GENERAL OBLIGATION BONDS**

**WHEREAS**, the Governing authorities of the City of Tupelo are granted with the authority for the care, management and control of the municipal affairs and its property and finances pursuant to Miss. Code Ann. § 21-7-5 (1972, as amended); and

**WHEREAS**, the municipal depository is required by law to receive, safely keep, and expend all monies belonging to the municipality (*see* Miss Code Ann. § 21-39-19); and

**WHEREAS**, when it is determined by the governing authorities to be in the best interest of the municipality to maintain separate bank accounts within the municipal depository for the depositing of funds, and to furthermore absolve said bank accounts when they are no longer useful to the municipality (Miss Code Ann. § 27-105-301 *et seq*); and

**WHEREAS**, the City Council of the City of Tupelo, Mississippi during its regular meeting on August 1, 2023 authorized the issuance of general obligation bonds of the City, in one or more series, for sale to the Mississippi Development Bank, in an aggregate principal amount not to exceed Twenty Million Dollars (\$20,000,000); and

**WHEREAS**, pursuant to such authority, the City did issue its first series of general obligation bonds in an amount not exceeding Twelve Million Dollars (\$12,000,000) on February 22, 2024, and the proceeds of such sale was Thirteen Million Five Hundred and Ninety-seven Thousand Six Hundred and Fifty-nine Dollars and Sixty Cents (\$13,597,659.60), and these proceeds, less any fees and costs, shall be placed in a separate account with the City's depository for use by the City (hereinafter "Bond Funds").

**NOW, THEREFORE**, incorporating the prefatory findings contained herein, the Mayor and City Council of the City of Tupelo order the following:

1. The prefatory paragraphs of this Order are hereby found to be true, correct, and accurate and shall be the findings of the City Council of the City of Tupelo.
2. It is hereby ordered that an account shall be established at Cadence Bank with the name "City of Tupelo 2024 G.O. Bond Fund" for the placement of the Bond Funds.
3. The Mayor and City Clerk are empowered to execute all documents and agreements necessary to effectuate the matters contained herein.

After a full discussion of this matter, Council Member Mims moved that the foregoing Order 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 voted	<u>Aye</u>
Councilmember Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Recused</u>
Councilmember Jones voted	<u>Aye</u>

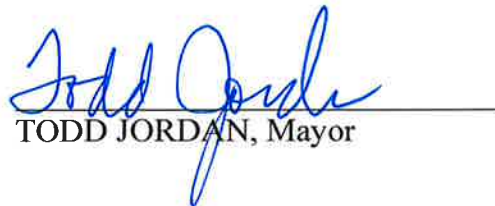
The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the order adopted.

**WHEREUPON**, the foregoing Order was declared passed and adopted at a regular meeting of the Tupelo City Council on this the 5th day of March 2024.

  
 TRAVIS BEARD, Council President

ATTEST:

  
 MISSY SHELTON, Council Clerk

  
 TODD JORDAN, Mayor

3-6-2024  
 DATE



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Abby Christian, Grant Administrator

**DATE:** 05 March 2024

**SUBJECT:** IN THE MATTER OF APPROVAL TO SUBMIT FY23 AFG – AC

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**Request:** Seeking the Council’s approval to submit the Assistance to Firefighters grant (AFG). If awarded, this funding would be used for the purchase of SCBAs and masks, RIT packs, and incident management system software.

**Agency:** US Dept of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)

**Grant:** FY23, Assistance to Firefighters Grant (AFG)

**Amount:** \$626,000.00

**Match:** 10%

**Submission Deadline:** 08 March 2024

**Overview:** With this funding the TFD will purchase:

- SCBA – 52 - SCOTT X3 PRO Air Pack - \$10,500 per 1 (\$546,000)
- SCBA Mask – 60 additional mask - \$500 per 1 (\$30,000)
- RIT Packs – 8 - \$5,000 per 1 (\$40,000)
- Incident Management System Software System – (\$10,000)



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Abby Christian, Grant Administrator

**DATE** 05 March 2024

**SUBJECT:** IN THE MATTER OF APPROVAL TO SUBMIT OF ARC COLONIAL ESTATES LIFT STATION REHABILITATION GRANT – AC

**Request:** Seeking the Council’s approval to submit the Appalachian Regional Commission (ARC) grant. If awarded, this funding would be used for the rehab of the Colonial Estates Lift Station.

**Agency:** Appalachian Regional Commission (ARC)

**Grant:** FY24, ARC MS 21688

**Amount:** \$606,894.00

**Match:** 50%

**Submission Deadline:** February 2024

**Overview:** The colonial estates lift station is a duplex submersible lift station with a capacity of 675 gallons per minute. The colonial estates lift station receives gravity sewer flow from the northwest portion of the city, and conveys the flow through 14,524’ of pressure sewer line where the flow is again transferred through gravity flow. Many new residents in this lift stations service area have been constructed, resulting in an increased inflow to the station. The colonial estates lift station is overloaded and has reached the end of its useful service life. It has become very unreliable, requiring frequent attention. This station needs to be upsized and fully rehabilitated.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Police Chief

**DATE:** February 28, 2024

**SUBJECT:** IN THE MATTER OF MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN TUPELO POLICE DEPARTMENT AND US MARSHALS  
SERVICE TASK FORCE - **JQ**

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**Request:**

Request to approve United States Marshals Service Fugitive Task Force Memorandum of Understanding for Non-Federal Agencies by the Tupelo Police Department.

The MOU has been reviewed by legal and has advised to go forward with requesting council approval.

**United States Marshals Service**  
**Fugitive Task Force**  
**Memorandum of Understanding**  
**For Non-Federal Agencies**

Rev. 03/2023

**PARTIES AND AUTHORITY:**

This Memorandum of Understanding (MOU) is entered into by the  
**Tupelo Police Department**

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000, codified at 34 U.S.C. 41503, and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. *See also* Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation concerning the "Authority to Pursue Non-Federal Fugitives," issued by the U.S. Department of Justice (DOJ), Office of Legal Counsel, dated February 21, 1995; Memorandum concerning the "Authority to Pursue Non-Federal Fugitives," issued by the USMS Office of General Counsel, dated May, 1, 1995; 42 U.S.C. § 16941(a) ("The Attorney General shall use the resources of Federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements."). Additional authority is derived from the Attorney General's Memorandum, Implementation of National Anti-Violent Crime Initiative (March 1, 1994); Attorney General's Memorandum, Policy on Fugitive Apprehension in FBI and DEA Cases (dated August 11, 1988); Memorandum of Understanding between the Drug Enforcement Administration and the United States Marshals Service (dated September 28, 2018, or as hereafter amended); and Federal Rules of Criminal Procedure 41 – Search and Seizure.

**MISSION:** The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active warrants for their arrest. The intent of the joint effort is to investigate and apprehend federal, local, state, tribal, and territorial fugitives, thereby improving public safety and reducing violent crime. Each participating agency agrees to refer cases for which they hold the primary warrant for the subject to the RFTF (Regional Fugitive Task Force) or VOTF (Violent Offender Task Force) for adoption and investigation. Cases will be adopted by the RFTF/VOTF at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by

subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF/VOTF may also adopt non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned federal and adopted fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF/VOTF. Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State, local, tribal, or territorial fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned agency.

**SUPERVISION:** The RFTF/VOTF may consist of law enforcement and administrative personnel from federal, state, local, tribal, and territorial law enforcement agencies. Agency personnel must be approved by the RFTF/VOTF Chief Inspector/Chief Deputy prior to assignment to the RFTF/VOTF. Agency personnel may be removed at any time at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy. Direction and coordination of the RFTF/VOTF shall be the responsibility of the RFTF/VOTF Chief Inspector/Chief Deputy. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel. A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF/VOTF personnel, may be established at the discretion of the RFTF/VOTF Chief Inspector/Chief Deputy and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF/VOTF.

**PERSONNEL:** In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

**REIMBURSEMENT:** If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state, local, tribal, or territorial investigators who provide full time support to USMS RFTF/VOTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state, local, tribal, or territorial investigators in direct support of state, local, tribal or territorial investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped the equivalent 25% of a GS-1811-12 Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF/VOTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the RFTF/VOTF Chief



Inspector/Chief Deputy, who will review the request for reimbursement, stamp and sign indication that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

Reimbursement for other types of qualified expenses (i.e., investigative or travel) shall be contingent upon availability of funds and the submission of a proper request for reimbursement. Task force personnel may incur investigative expenses or may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State, local, tribal, or territorial task force officers (TFOs) traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their authorized travel expenses in accordance with applicable USMS policy, federal laws, rules, and regulations. The request for reimbursement must be submitted to the RFTF/VOTF Chief Inspector/Chief Deputy, or IOD program Chief (i.e., SOIB or OCAG), and must include appropriate supporting documentation.

**VEHICLES:** Pending the availability of asset forfeiture funding, the USMS may acquire vehicles to be utilized by state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Vehicles provided by the USMS remain in the control of the USMS and must be used solely in support of RFTF/VOTF operations. The vehicles must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any USMS vehicle provided to the agency for use by TFO(s) must be returned to the USMS. Operators of USMS-provided vehicles must adhere to USMS policy regarding the use of government owned vehicles. Any violation of the USMS vehicle policy may result in the vehicle being repossessed by the USMS and the operator and/or agency forfeiting the opportunity to utilize a USMS-provided vehicle in the future. Vehicles provided to state, local, tribal, or territorial investigators may be subject to additional regulations or restrictions pursuant to USMS lease agreements. Replacement or removal of any vehicle provided by the USMS will be at the discretion of the USMS and/or subject to lease agreement terms.

**EQUIPMENT:** Pending the availability of Asset Forfeiture funding, the USMS may purchase equipment for state, local, tribal, or territorial investigators assigned to the RFTF/VOTF. Equipment purchased by the USMS using Asset Forfeiture funding must be used solely in support of RFTF/VOTF operations. The equipment must be available for exclusive use of the TFOs assigned to the RFTF/VOTF by the undersigned participant agency for the duration of the agency's participation on the task force. If the agency is no longer a participating member of the RFTF/VOTF, any equipment purchased with Asset Forfeiture and provided to TFOs from the agency may be retained by the agency. Equipment provided by the USMS that is not purchased using Asset Forfeiture funding remains the property of the USMS and will be issued to state, local, tribal, or territorial investigators for exclusive use in support of the RFTF/VOTF. If the investigator or agency is no longer a participating member of the RFTF/VOTF, any equipment issued that was not purchased with Asset Forfeiture funding will be returned to the USMS.

**BODY-WORN CAMERAS AND TASK FORCE OFFICERS:** As per USMS Policy, Body Worn Cameras (BWC) may be worn by TFOs operating on a USMS Task Force when their parent agency mandates their use by personnel assigned to the task force. A partner agency must

formally request to participate in the TFO BWC program and, upon approval, comply with all USMS policies, procedures, documentation, and reporting during their participation. The USMS will inform all partner agencies of which other partner agencies, if any, have been authorized to have their TFOs wear BWCs on the Task Force. Accordingly, all partner agencies should be aware that TFOs may be participating in the TFO BWC program and may be operating with BWCs on USMS task force operations in their agency's jurisdiction. TFOs whose parent agency is not approved for participation in the TFO BWC program are not allowed to deploy with BWCs on USMS missions. As of September 2021, DOJ law enforcement components are implementing BWC into their agency missions. Accordingly, all partner agencies should be aware that USMS and other DOJ law enforcement personnel may be operating with BWCs on USMS task force operations.

**RECORDS, REPORTS, AND TESTIMONY:** After the RFTF/VOTF has adopted a warrant, all investigative reports, evidence, and other materials generated, seized or collected by the RFTF/VOTF, relating to the fugitive investigation, shall be material within the custody and control of the RFTF/VOTF. Physical evidence, such as drugs, firearms, counterfeit credit cards, and related items may be released to the appropriate prosecuting agency. Records and information obtained during the RFTF/VOTF fugitive investigation are ordinarily not evidence and may not be released unless authorized by the Office of General Counsel (OGC). A participating agency may retain copies of RFTF/VOTF investigative reports, and other documents or materials, but they may be released only upon approval of the USMS (OGC), in consultation with the local U.S. Attorney's Office, if and as applicable. If an applicable state law mandates the release of records or reports pertaining to RFTF/VOTF activities, those documents may only be released after coordination with USMS OGC.

RFTF/VOTF records and documents will be maintained in USMS electronic records and/or paper case files. All investigative reporting will be prepared in compliance with existing USMS policy and procedures utilizing USMS case management systems. Every effort should be made to document investigative activities on USMS forms, such as USM-11s and USM- 210s. Reports should never contain information related to sensitive USMS programs that are deemed privileged and not subject to reporting. Task force statistics will be maintained in the USMS case management systems. Statistics will be made available to any participating agency upon request.

To the greatest extent possible, all communications regarding USMS task force operations should be conducted on USMS email accounts and USMS cellular devices (if issued to the TFO). If required as per policy, a TFO may complete parent agency investigatory forms pertaining to task force operations. However, copies of such investigatory forms will be provided to the task force's USMS supervisory personnel for inclusion in the relevant USMS case file. The USMS has an interest in reports documenting task force related investigations or activities prepared by a TFO on their parent agency form, and any task force related email or text exchanges done on a parent agency issued account or device. Accordingly, if a state open records request for task force records held on parent agency electronic systems or devices or in paper files is received by a TFO, and an applicable state records law mandates the disclosure of task force records, the

parent agency agrees to notify USMS of the request and coordinate with the USMS prior to any proposed disclosure.

Information that identifies, or tends to identify, a USMS confidential source, a USMS sensitive program, or the use of sensitive equipment/techniques will not be recorded on parent agency forms or parent agency issued devices and will not be released outside of the USMS unless approved by the Office of General Counsel (OGC). Absent exceptions noted below for discovery related purposes, information related to RFTF/VOTF activities will not be disseminated at any time to any third party (including a non-task force law enforcement officer or other law enforcement agency) by any task force member without notification to the RFTF/VOTF Chief Inspector/Chief Deputy or his/her designee, in consultation with USMS OGC where appropriate. This guidance applies to requests to share reports, memoranda, or other records (both formal and informal) compiled during the course of RFTF/VOTF operations. Nothing in this paragraph supersedes requirements pursuant to federal discovery obligations and/or the DOJ Touhy regulations, 28 C.F.R. § 16.21, et seq.

All requests for task force-related information, testimony (including any preparation in support) and documents (whether maintained in USMS systems and/or parent agency systems) in connection with state or federal litigation require compliance with the DOJ Touhy Regulations. Any disclosure of records pertaining to task force operations in state and federal litigation will only be done by or with the permission of the U.S. Attorney's Office (Civil Division) and the Office of General Counsel. The partner agency agrees TFOs receiving requests to testify in federal or state litigation regarding task force matters, or for the disclosure of records pertaining to task force matters in federal or state court, will notify the Office of General Counsel. The TFO will await authorization for such testimony or record disclosure prior to testifying, engaging in trial preparation with a prosecutor, and/or providing records, consistent with the DOJ Touhy regulations.

TFOs whose parent agency are properly onboarded to the USMS Body Worn Camera Program (BWCP) may wear parent agency issued BWC during certain USMS task force operations. TFOs are governed by the provisions set forth in the USMS TFO BWC Standard Operating Procedures and USMS Policy Directive 2.11, Body Worn Cameras. Any copy of TFO BWC recording shared with the USMS upon culmination of an enforcement action is deemed a federal record, subject to federal disclosure laws and DOJ policies. If a partner agency receives a request for TFO BWC footage pursuant to state records laws, that agency agrees to provide USMS with advance written notification of the request and proposed disclosure. Requests to the USMS for footage in connection with state or federal criminal prosecutions or civil litigation will be handled pursuant to the DOJ Touhy Regulations and/or applicable federal discovery rules and routed to the USMS Office of the General Counsel.

**CONFIDENTIAL SOURCES / CONFIDENTIAL INFORMANTS:** Pending the availability of funds, the USMS may provide funding for payment of Confidential Sources (CS) or Confidential Informants (CI). The use of CS/CIs, registration of CS/CIs and all payments to CS/CIs shall comply with USMS policy. USMS payment to an individual providing information

or "tip" related to a USMS offered reward on an active fugitive case shall be accomplished by registering the individual or "tipster" through the established USMS CS payment process.

**USE OF FORCE:** All members of the RFTF/VOTF will comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-than lethal devices, to include completing all necessary training and certification requirements. All members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Policy Statement on the Use of Force, dated May 20, 2022, and the DOJ Policy Statement on the Use of Less-Than-Lethal Devices, dated May 16, 2011, and their parent agencies will review the Policy Statement to assure that they approve. Additionally, all members of the RFTF/VOTF when operating on task force missions will adhere to the DOJ Deputy Attorney General memorandum, dated September 13, 2021, prohibiting the use of chokeholds or carotid restraint techniques unless deadly force is authorized. Copies of all applicable firearms, deadly force, and less-than-lethal policies shall be provided to the RFTF/VOTF Chief Inspector/Chief Deputy and each concerned TFO. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s). Additionally, in the event of a shooting, the required reporting for the FBI National Use of Force Data Collection (NUOFDC) should be accomplished by the involved task force personnel's employing agency when the TFO is inside their primary/physical jurisdiction and by the USMS when the TFO is outside their employing agency's primary/physical jurisdiction. If the employing agency wishes to submit such NUOFDC entries regardless of the physical location of the event, that is allowed under this MOU with prior written notice to the USMS.

**NEWS MEDIA:** Media inquiries will be referred to the RFTF/VOTF Chief Inspector/Chief Deputy. A press release may be issued, and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force and participant agencies.

**RELEASE OF LIABILITY:** The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the RFTF/VOTF.

Each participating agency shall immediately notify the USMS Office of General Counsel of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the RFTF/VOTF or otherwise relating to the RFTF/VOTF. Each participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the RFTF/VOTF remains vested with his or her employing agency. If a civil claim or complaint is brought against a state or local officer assigned to the RFTF/VOTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b) and §§ 26712680: an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a

result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the U.S. Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the USMS cannot guarantee such certification to any RFTF/VOTF personnel.

For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): an individual assigned to the RFTF/VOTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General through the USMS Office of General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The USMS cannot guarantee the United States will provide legal representation or indemnification to any RFTF/VOTF personnel.

Liability for any conduct by RFTF/VOTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the USMS or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

**EFFECTIVE DATE AND TERMINATION:** This MOU is in effect once signed by all parties. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF/VOTF Chief Inspector/Chief Deputy.

**Task Force: GCRFTF**  
**UNITED STATES MARSHAL:**

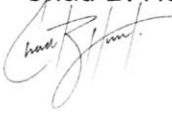
**Print Name:** Danny McKittrick

**Signature:** 

**Date:**  
3-8-27

**RFTF COMMANDER (where applicable):**

**Print Name:** Chad B. Hunt

**Signature:** 

**Date:** 03/08/2024

**PARTNER AGENCY:**

**Name:** Tupelo Police Department

**Location (City, State):** Tupelo, MS

**PARTNER AGENCY REPRESENTATIVE:**

**Print Name and Title:** John Quaka, Chief

**Signature:** 

**Date:**  
2/28/24

**ASSISTANT DIRECTOR, INVESTIGATIVE OPERATIONS DIVISION:**

**Print Name:**

**Signature:**

**Date:**



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Chief

**DATE:** February 29, 2024

**SUBJECT:** IN THE MATTER OF SURPLUSING PD VEHICLES FOR AUCTION **JQ**

---

**Request:**

Please accept this letter of request to surplus to auction the below list of Tupelo Police Department high mileage vehicles. These vehicles have exceeded service life due to mechanical failures and mileage.

- |                             |                        |               |
|-----------------------------|------------------------|---------------|
| 1. 2001 Dodge Ram 1500      | VIN: 1B7HC16Y81S735196 | Asset: W00225 |
| 2. 2007 Ford Crown Victoria | VIN: 2FAFP71W17X149018 | Asset: 12807  |
| 3. 2013 Chevrolet Tahoe     | VIN: 1GNLC2E06DR276720 | Asset: 15779  |



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** John Quaka, Chief

**DATE:** February 29, 2024

**SUBJECT:** IN THE MATTER OF SURPLUSING PD VEHICLES FOR SCRAP **JQ**

---

**Request:**

Please accept this letter of request to surplus for scrap the below list of Tupelo Police Department vehicles. These vehicles have total loss damages or needed repairs exceeding the value of the vehicle.

1. 2018 Ford Explorer                      VIN: 1FM5K8AR9JGA37144                      Asset: AST0006785  
(Total loss from a front end collision)
2. 2009 Ford Crown Victoria              VIN: 2FAHP71V79X121405                      Asset: 14608  
(Total loss from a rollover accident)
3. 2012 Chevrolet Tahoe                  VIN: 1GNLC2E01CR292516                      Asset: 15451  
(Vehicle needs both an engine and transmission exceeding its value)





## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned, Director

**DATE:** February 27, 2024

**SUBJECT:** IN THE MATTER OF APPROVE SOLE SOURCE FOR ARIZON AIR STRUCTURE FOR INSTALL AND DISMANTELING AF

---

**Request:**

This is a request to declare that Arizon be the sole source provider for repairs/maintenance and installation and dismantling of the air structure (bubble) that we use to cover the tennis courts at City Park here in Tupelo. Arizon is the manufacturer of the air structure. Sole sources has been reviewed and approved by Legal.



# City of Tupelo

Department of Parks and Recreation

**Alex Farned, Director**

Mayor  
Todd Jordan

## COUNCIL

Chad Mims  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Janet Gaston  
Ward Six

Rosezia (Rosie) Jones  
Ward Seven

February 26, 2024

To the Mayor and City Council,

I would like to recommend that the mayor and City Council approve Arizon Companies as the sole source provider for the repairs, maintenance, installation and dismantle of the air structure at Rob Leake City Park. The air structure was designed, produced and installed by Arizon. This air structure needs a certified technician overseeing the repairs, maintenance, installation and dismantle.

Please let me know if you have any questions regarding this matter.

Sincerely,

Alex Farned



February 15, 2024

Mr. Don Lewis  
Chief Operations Officer  
City of Tupelo  
P.O. BOX 1485  
Tupelo, MS 38802

Arizon Companies continues to be a leader in the design and building of air structures, our designs and patterning are proprietary information. Arizon is the only vendor capable of supplying the necessary repairs, maintenance, installation and dismantle services for the air structure Arizon designed, produced and installed for the City of Tupelo in 2011.

This includes components or repairs that would need to be custom designed and built to match the existing structure. The Installation of the specifically designed components need to be performed by an Arizon certified technician to ensure proper functionality of the components.

If any additional information is required, please feel free to contact me.

Best Regards,

A handwritten signature in black ink, appearing to read "B. Hudson", with a long horizontal flourish extending to the right.

Brandon Hudson  
Arizon Companies

---

11880 Dorsett Rd, St Louis, MO 63043 | Main: (800) 325.1303 | Fax: (314) 139.1556

[www.arizoncompanies.com](http://www.arizoncompanies.com)





## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Alex Farned, Director  
**DATE:** February 27, 2024  
**SUBJECT:** IN THE MATTER OF SOLE SOURCE FOR ACCUTAB FROM MEMPHIS  
POOL AF

---

**Request:**

I would like to recommend to the Mayor and City Council to approve the following sole source for the Tupelo Aquatic Center for Memphis Pool for the ACCU-TAB for the price of \$199.99 for a 60lb bucket for a cost of \$4,779.76 per pallet. Sole sources has been reviewed and approved by Legal.

See attached letters.



# City of Tupelo

Department of Parks and Recreation

**Alex Farned, Director**

Mayor  
Todd Jordan

COUNCIL

Chad Mims  
Ward One

Lynn Bryan  
Ward Two

Travis Beard  
Ward Three

Nettie Y. Davis  
Ward Four

Buddy Palmer  
Ward Five

Janet Gaston  
Ward Six

Rosezia (Rosie) Jones  
Ward Seven

February 26, 2024

To the Mayor and City Council,

I would like to recommend that the mayor and City Council approve Memphis Pools as the sole source provider for the ACCU-TABS needed for the Aquatic Center. The ACCU-TAB chlorinator system incorporates an Axiall Corporation chlorinator, which is designed to utilize Axiall's ACCU-TAB Blue S1 calcium hypochlorite tablets. This is the system that the Tupelo Aquatic Center uses for both the competition and teaching pools.

Please let me or Amy Kennedy know if you have any questions regarding this matter.

Sincerely,

Alex Farned



**Mike Gard**  
Territory Manager 1  
mgard@westlake.com  
412-638-1243

February 16, 2024

To Whom It May Concern,

Westlake Corporation, the manufacturer of the Accu-Tab Tablet Chlorination System and Acid Rite pH Adjustment systems distributes these systems through a network of authorized Specialists. By selling through a network of authorized Specialists, Westlake's intention is to supply each end use customer with a qualified local supplier to service the equipment and supply Accu-Tab Blue SI and Acid Rite tablets readily.

Memphis Pool Supply, Inc is the authorized Axiall Accu-Tab Chlorination System Specialist for west Tennessee from the Tennessee River east to the Mississippi river. Their coverage includes counties in north eastern Arkansas, southern Missouri and forty-one counties in north Mississippi, including Lee county. Memphis Pool Supply, Inc is also the center for warranty and replacement parts for Accu-Tab Chlorination Systems and Acid Rite pH Adjustment Systems within the same region.

The Accu-Tab Chlorination System Includes:

- Accu-Tab Chlorinators
- Accu-Tab Blue SI Tablets – NSF 50 listed when used in conjunction with Accu-Tab Chlorinators

The Acid Rite Water pH Adjustment System Includes:

- Acid Rite Feeders
- Acid Rite Tablets – NSF 50 listed when used in conjunction with Acid Rite Feeders

The use of any other tablets in an Accu-Tab or Acid Rite feeder will void the warranty, NSF certification, and also cause inadequate or over chlorination or pH adjustment due to variation in dilution rate.

If you have any questions, please don't hesitate to call me at (412) 638-1243.

Thank you,

Mike Gard

2801 Post Oak Blvd., Ste. 600 | Houston, Texas 77056 | T. 713.960.9111

[www.Westlake.com](http://www.Westlake.com)

## 2023-2024 Chemical Bid Overview

Chemical Description	Company Awarded Bid	Quantity	Price of Each Breakdown	Shipping Fees Associated with Purchase	Total Cost
Muriatic Acid	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Accu-Tabs	Memphis Pools	60lb bucket	\$199.99 (3.33/lb)	Shipping included in the bucket price	\$4779.76
Shock: Granular Chlorine	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Perlite Filter Media	Memphis Pools	25lb bag/ 39 per pallet	\$43.95	Shipping Included	\$1714.05
Calcium Chloride	ACE	50lb bag/ 55 per pallet	\$25.60	\$598.00	\$2006.00
Sodium Bicarb	Janco 360	50lb bag/ 49 per pallet	\$34.29	\$80.00	\$1760.21
Acid-Rite Tablets	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
CO <sub>2</sub>	AirGas	Bulk Tank Fill	No Bid Needed	No Bid Needed	No Bid Needed
Enzymes	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed

**No Bid Needed = < \$5,000 per Budget Year**

## Memphis Pools

Chemical Description	Quantity	Price of Each Breakdown	Shipping Fees Associated with Purchase	Total Cost	Bid Awarded to
Muriatic Acid	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Accu-Tabs	60lb bucket	\$199.99 (3.33/lb)	Shipping included in the bucket price	\$4779.76	Memphis Pools
Shock: Granular Chlorine	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Perlite Filter Media	25lb bag / 39 per pallet	\$43.95	Shipping Included	\$1714.05	Memphis Pools
Calcium Chloride	50lb bag / 55 per pallet	\$48.69	Shipping Included	\$2677.95	ACE
Sodium Bicarb	50lb bag / 49 per pallet	\$54.19	Shipping Included	\$2655.31	Janco 360
Acid-Rite Tablets	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Enzymes	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed

## Aquatic Consulting & Equipment, Inc. (ACE)

Chemical Description	Quantity	Price of Each Breakdown	Shipping Fees Associated with Purchase	Total Cost	Bid Awarded to
Muriatic Acid	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Accu-Tabs	No Bid Submitted	No Bid Submitted	No Bid Submitted	No Bid Submitted	Memphis Pools
Shock: Granular Chlorine	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Perlite Filter Media	25lb bag / 39 per pallet	\$29.00	\$598.00	\$1729	Memphis Pools
Calcium Chloride	50lb bag / 55 per pallet	\$25.60	\$598.00	\$2006.00	ACE
Sodium Bicarb	50lb bag / 56 per pallet	\$30.50	\$598.00	\$2306.00	Janco 360
Acid-Rite Tablets	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed



Enzymes	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
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### Janco 360

Chemical Description	Quantity	Price of Each Breakdown	Shipping Fees Associated with Purchase	Total Cost	Bid Awarded to
Muriatic Acid	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Accu-Tabs	No Bid Submitted	No Bid Submitted	No Bid Submitted	No Bid Submitted	Memphis Pools
Shock: Granular Chlorine	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Perlite Filter Media	25lb bag / 39 per pallet	\$72.03	\$80.00	\$2889.17	Memphis Pools
Calcium Chloride	50lb bag / 55 per pallet	\$38.54	\$80.00	\$2199.70	ACE
Sodium Bicarb	50lb bag / 49 per pallet	\$34.29	\$80.00	\$1760.21	Janco 360
Acid-Rite Tablets	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed
Enzymes	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed	No Bid Needed

**No Bid Needed = < \$5,000 per Budget Year**



QUOTE

2762 Getwell RD - Memphis, TN 38118 - ph 901.365.2480 - fx 901.365.4089 - memphispool.com

To:  
CITY OF TUPELO  
DEPT. OF PARK AND REC.  
TUPELO, MS 98803

Ship to:  
TUPELO AQUATICS CENTER  
692 NORTH VETERANS BLVD  
TUPELO, MS 38804

Date **9/29/2023**  
Customer # **644002**  
Customer PO

Salesperson	Phone	Shipping Method	Shipping Terms	Delivery Date	Payment Terms	Quote good thru
RS	901-383-6080	LTL	PPA		net 30	SEPT. 2024

Qty	Item #	Description	Unit Price	Discount	Line Total
24.00	1080	60 LB. BUCKET ACCU-TABS SHIPPING INCLUDED	\$ 199.99		\$ 4,799.76
39.00	80001133	25 LB. BAG PERLITE SHIPPING INCLUDED	\$ 43.95		\$ 1,714.05
55.00	1253	50 LB. BAG CALCIUM CHLORIDE SHIPPING INCLUDED	48.69		\$ 2,677.95
49.00	1241	50 LB. BAG SODIUM BICARB SHIPPING INCLUDED	54.19		\$ 2,655.31

FREIGHT BASED ON CURRENT ESTIMATES, FREIGHT SUBJECT TO CHANGE

Total Discount	
Subtotal	\$ 11,847.07
Sales Tax	
Shipping	
Total	\$ 11,847.07

**Thank you for your business!**  
**Memphis Pool Commercial Division**

2762 Getwell Road Memphis, TN 38118 (888) 274-2892

*Robert Smith*



---

**AQUATIC CONSULTING & EQUIPMENT, INC.**

TO: Houston Yarborough- Tupelo Aquatic Center  
[Houston.Yarborough@tupleoms.gov](mailto:Houston.Yarborough@tupleoms.gov)  
662-397-7244

FROM: Brad Bachman- Aquatic Consulting and Equipment

DATE: October 9, 2023

RE: Chemicals

Per your request, I would like to quote the following:

1. Defender Filter media, Aqua Perl, 25lb bags, PALLET 39 Bags- \$29 each
2. Calcium Chloride 50lb bags, PALLET 55 Bags-25.60 each
3. Sodium Bicarbonate 50lb bags, PALLET 56 Bags- \$30.50 each
4. Shipping for one pallet each via SAIA Trucking: \$598

*Brad Bachman*

Aquatic Consulting and Equipment, Inc  
905 Nightingale Walk  
Suite B  
Alpharetta, GA 30022  
APPENDIX J

# JANCO360 Inc.

COMPLETE AQUATIC SOLUTIONS

---

Houston Yarbrough, Facility Operator  
Tupelo Aquatic Center  
692 S Veterans Memorial Blvd  
Tupelo MS 38804

RE: Chemical Bid: Oct 1, 2023 – Sept 30, 2024

Pricing valid: Oct 1, 2023 – Sept 30, 2024

- Perlite, 25lb bag, 39 per pallet, sold by full pallet only \$72.03ea
  - 39 per pallet, pallet price \$2,809.17
- Calcium Chloride – 50lb bag, 55 per pallet, sold by full pallet only - \$38.54ea
  - 55 per pallet, pallet price \$2,119.70
- Sodium Bicarbonate – 50lb bag, 49 per pallet, sold by full pallet only - \$34.29ea. Full Pallet Price, 49 bags \$1,680.21
- **\$80 PER DELIVERY**

Thank you for your consideration, please call/email with questions.

Steven Janorschke, President

Janco360 Inc



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STEVEN JANORSCHKE | STEVEN@JANCO360.COM | 205-908-7415  
COMMERCIAL AQUATIC SALES SERVICE AND INSTALLATIONS



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned, Director of Parks and Recreation

**DATE** January 8, 2024

**SUBJECT:** IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING FUNDS TO  
THE CITY OF TUPELO FOR FLAGS AF

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**Request:**

The Tupelo Sports Council would like to donate \$4,500 for flags at the Veterans Memorial.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Alex Farned

**DATE:** February 27, 2024

**SUBJECT:** IN THE MATTER OF APPROVAL OF ADDENDUM FOR THE AQUATIC CENTER FOR MEMBERSHIP MANAGEMENT SOFTWARE AF

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**Request:**

I would like to recommend that the City Council and Mayor approve the addendum for Club Automation for the Tupelo Aquatic Center membership management software. The addendum is changing the City from a net 14 to a net 30.

Note: The contract is attached to this request.


**ADDENDUM TO THE CLUB AUTOMATION  
ORDER FORM**



This Addendum (the "Addendum") amends the Club Automation Order Form between Daxko, LLC d/b/a Club Automation ("Company") and The City of Tupelo, Mississippi d/b/a Tupelo Aquatics Center ("Customer") dated May 9, 2022 (the "Agreement"). All capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement. Notwithstanding anything in the Agreement to the contrary, the parties agree to the following amendments:

**1. Net 30 Payment/Annual Billing.** Company agrees to supersede Order Form Section 5.e. with the following:

**e. Statements for Fees/Annual Billing.** Though quoted herein in monthly increments, Customer agrees to make annual payment of all fees and costs, in advance. Statements for the fees quoted herein will be sent via electronic mail to Customer within the first five (5) business days of the service year. If Customer does not dispute the statements within twenty (20) days of receipt, then Customer will make payment on the thirtieth (30th) day following receipt of the annual invoice. Statements for one-time, training, and consulting fees and other reimbursable expenses will be sent via electronic mail to Customer following the performance of the services and will be paid by the Customer thirty (30) days from the date of the statement if not contested. All payments in the Agreement are denominated in United States dollars.

**2. Entire Agreement.** This Addendum shall become effective upon the date of signature by the last of the parties to sign. All terms and conditions of the Agreement not modified by this Addendum shall remain in full force and effect, unless otherwise modified in a written agreement between the parties. This Addendum, together with the provisions of the Agreement, represents the complete and entire agreement between Company and Customer with respect to the subject matter hereof and thereof, and supersedes any other prior or contemporaneous written or oral agreements. In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, then the provisions of this Addendum shall prevail.

**I agree to the above terms and conditions in full.**

<b>Daxko, LLC d/b/a Club Automation</b> Signature:  Name: Winston Gillum Title: CFO Date: 3/26/2024	<b>Customer</b> Signature:  Name: Todd Jordan Title: Mayor Date: 3-27-2024
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## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Chuck Williams, Director of Public Works

**DATE:** February 29, 2024

**SUBJECT:** IN THE MATTER OF BID APPROVAL 2024-003PW SUPPLY AND  
INSTALLATION THERMOPLASTIC TRAFFIC MARKING – 12 MONTH  
SUPPLY - CW

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**Request:**

We are requesting approval of the Supply and Installation Thermoplastic Traffic Marking – 12 Month Supply Bid No. 2024-003PW.

One Bidder Responded –

Riverside Traffic Systems, Inc.

We propose that the bid be awarded to the sole bidder – Riverside Traffic Systems.



**LEGAL NOTICE**  
**CITY OF TUPELO**  
**MAYOR TODD JORDAN**

Sealed bids will be received in the Purchasing Office, 1<sup>st</sup> Floor of City Hall, PO Box 1485, Tupelo, MS 38802-1485; 71 East Troy, Tupelo, MS 38804 until 10:00 a.m. Tuesday, February 27, 2024, for the following:

2024-003PW Supply/Installation – Thermoplastic Traffic Marking and Paint  
Traffic Marking Materials - 12 month

Official bid documents can be viewed and obtained at [www.tupelomsbids.com](http://www.tupelomsbids.com).  
Electronic bids can also be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). For any  
questions relating to the website or the electronic bid process, please call Plan  
House at 662-407-0193.

Specifications are on file in the Purchasing Office and will be furnished upon  
request.

**CITY OF TUPELO**  
PURCHASING  
Traci Dillard  
662-841-6456  
Traci.dillard@tupeloms.gov

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Please run the legal ad stated above on Friday, January 26, 2024, and again on  
Friday, February 2, 2024.



**Supply/Installation –  
Thermoplastic Traffic Marking and Paint Traffic Marking Materials - 12 month  
2024-003PW**

The City of Tupelo Public Works Department is accepting bids for supply and installation of Thermoplastic Traffic Marking materials and Paint Traffic Marking for a twelve month period of time. Sealed bids will be received until 10:00 a.m., Tuesday, February 27, 2024, at Tupelo City Hall, 71 East Troy Street, Tupelo, MS 38804. Bids can also be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com) until 10:00 a.m., February 27, 2024. Any questions about the website, bid documents, or electronic bidding should be directed to Plan House at 662-407-0193.

Specifications shall conform to the requirements of Sections 626 and 627 of the Mississippi State Highway Department Standards for Road and Bridge Construction, 2017 Edition (Red Book).

The Public Works Department will be responsible for preparing streets by sweeping and cleaning. Public Works will remove any temporary tape / markings.

The contractor shall provide proper placement of warning devices, necessary for the protection of both parties, meeting and exceeding the regulations of the Manual of Uniform Traffic Control Devices and the Mississippi Standard Road and Bridge Contractor's Manual.

Work to begin within two weeks upon notification by the City with weather permitting.

**General Bidder Requirements**

1. All bids must be submitted on the bid form. The bid form is the signed form with the date, bid number and the vendor address on it.
2. The bidder shall sign and date the bid at the bottom of the form.
3. If the bid is delivered to City Hall, the outside of the envelope shall be clearly marked with the vendor, invitation number, Certificate of Responsibility shall be included with the bid documents.
4. The City of Tupelo reserves the right to reject any and all bids, to waive any informality in the bid, or award the bid to whomever they may choose.

**General Specifications**

1. The successful bidder must provide a Certificate of Insurance of \$300,000 minimum per vehicle with submitted bid.
2. The successful bidder must provide a Certificate of Insurance of \$1,000,000 minimum general liability with submitted bid.
3. The successful bidder must have current Privilege License with the City of Tupelo or Lee County if local vendor and show proof with submitted bid.
4. The successful bidder must show evidence of Worker's Compensation insurance submitted with the bid.
5. The City of Tupelo will not accept responsibility for wrecker fees (towing), mechanical breakdowns, or damage to vendor owned equipment which delivers or performs at work sites. City equipment will not be used in conjunction with vendor equipment in any way.



## City of Tupelo, MS

2024-003PW Supply/Installation -

Thermoplastic Traffic Marking and Paint Traffic Marking Materials - 12 month

### BID FORM

Materials to be priced by the mile, linear foot or square foot.

Item #	Item	Description/Details	Unit Price
1.	4" / 40 mil thermoplastic material: linear foot / mile		
		Continuous Yellow	
		Continuous White	
		Skip White	
		Skip Yellow	
Item #	Item	Description/Details	Unit Price
2.	4" / 90 mil thermoplastic material: linear foot / mile		
		Continuous Yellow	
		Skip White	
		Skip Yellow	
		Detail White	
		Detail Yellow	
Item #	Item	Description/Details	Unit Price
3.	6" / 90 mil thermoplastic material: linear foot / mile		
		Continuous Yellow	
		Skip White	
		Skip Yellow	
		Detail White	
		Detail Yellow	
Item #	Item	Description/Details	Unit Price
4.	6" / 60 mil thermoplastic material: linear foot / mile		
		Continuous White	
Item #	Item	Description/Details	Unit Price
5.		Paint 120 Mil Detail Legend - Thermo: paint by the square foot includes arrows, only, railroads, word or symbol markings	
Item #	Item	Description/Details	Unit Price
6.		Paint 4" / 120 mil Thermo: stop bar, crosswalk: linear feet	
Item #	Item	Description/Details	Unit Price
7.		Paint 4" / 360 mil Thermo: rumble strip – linear foot	

Item #	Item	Description/Details	Unit Price
8.	<b>Raised Pavement Markers</b>		
		2-Way Yellow	
		Red-Clear	
Item #	Item	Description/Details	Unit Price
9.	<b>4" / Traffic Stripe Paint – Permanent : linear foot / mile</b>		
		Continuous Yellow	
		Continuous White	
		Skip Yellow	
		Skip White	
Item #	Item	Description/Details	Unit Price
10.	<b>4" / Traffic Stripe Paint – Temporary : linear foot / mile</b>		
		Continuous Yellow	
		Continuous White	
		Skip Yellow	
		Skip White	
Item #	Item	Description/Details	Unit Price
11.	<b>6" / Traffic Stripe Paint – Permanent : linear foot / mile</b>		
		Continuous Yellow	
		Continuous White	
		Skip Yellow	
		Skip White	
Item #	Item	Description/Details	Unit Price
12.	<b>6" / Traffic Stripe Paint – Temporary : linear foot / mile</b>		
		Continuous Yellow	
		Continuous White	
		Skip Yellow	
		Skip White	
Item #	Item	Description/Details	Unit Price
13.		<b>Traffic Paint – Detail Legend: By square foot includes arrows, only, railroads, word or symbol markings</b>	
Item #	Item	Description/Details	Unit Price
14.		<b>Traffic Paint – Stop Bar and Cross Walk: linear foot</b>	

\*Bid will be awarded to overall lowest and best bidder.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Riverside Traffic Systems Inc.  
1283 St. Hwy 178W.  
New Albany, ms 38652

520

City of Tupelo  
Purchasing Office  
1st floor City Hall  
P.O. Box 1485  
Tupelo, ms 38802

Bid Date: 2.27.21 10:00 am

Project 2021-063 Pw Supply / Task 11  
Thermo Plastic Traffic Marking and Paint  
Cert. of Resp. D7122-SC Traffic Marking Material 12 months



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PURCHASING  
Traci Dillard  
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Friday, February 2, 2024.



## City of Tupelo, MS

2024-003PW Supply/Installation -

Thermoplastic Traffic Marking and Paint Traffic Marking Materials - 12 month

### BID FORM

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		Continuous Yellow	.60
		Continuous White	.60
		Skip White	.30
		Skip Yellow	.30
2.	4" / 90 mil thermoplastic material:	(linear foot) / mile	
		Continuous Yellow	.80
		Skip White	.40
		Skip Yellow	.40
		Detail White	2.00
		Detail Yellow	2.00
3.	6" / 90 mil thermoplastic material:	(linear foot) / mile	
		Continuous Yellow	1.35
		Skip White	.68
		Skip Yellow	.68
		Detail White	2.75
		Detail Yellow	2.75
4.	6" / 60 mil thermoplastic material:	(linear foot) / mile	
		Continuous White	1.25
5.		Paint 120 Mil Detail Legend - Thermo: paint by the square foot includes arrows, only, railroads, word or symbol markings	10.00
6.		Paint 4" / 120 mil Thermo: stop bar, crosswalk: linear feet	4.00
7.		Paint 4" / 360 mil Thermo: rumble strip - linear foot	12.00



Item #	Item	Description/Details	Unit Price
8.	Raised Pavement Markers		
		2-Way Yellow	8.00
		Red-Clear	8.00
9.	4" / Traffic Stripe Paint – Permanent	(linear foot) / mile	
		Continuous Yellow	.35
		Continuous White	.35
		Skip Yellow	.18
		Skip White	.18
10.	4" / Traffic Stripe Paint – Temporary	(linear foot) / mile	
		Continuous Yellow	.36
		Continuous White	.36
		Skip Yellow	.36
		Skip White	.36
11.	6" / Traffic Stripe Paint – Permanent	(linear foot) / mile	
		Continuous Yellow	.46
		Continuous White	.46
		Skip Yellow	.23
		Skip White	.23
12.	6" / Traffic Stripe Paint – Temporary	(linear foot) / mile	
		Continuous Yellow	.50
		Continuous White	.50
		Skip Yellow	.50
		Skip White	.50
13.	Traffic Paint – Detail Legend: By square foot includes arrows, only, railroads, word or symbol markings		5.00
14.	Traffic Paint – Stop Bar and Cross Walk: linear foot		2.50

\*Bid will be awarded to overall lowest and best bidder.

Date: February 27<sup>th</sup> 2024

Company: Riverside Traffic Systems, Inc

Contact Name: Tracy Clark

Address: 1283 St. Hwy 178W New Albany, MS 38652

Phone #: 662-534-8257

Email: tracy@maxsouth.net

Authorized Signature: Tracy Clark



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/22/2024

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

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

<b>PRODUCER</b> Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215		<b>CONTACT NAME:</b> Brittany Hankins <b>PHONE (A/C, No, Ext):</b> (601) 960-8259 <b>E-MAIL ADDRESS:</b> bhankins@fbbins.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Riverside Traffic Systems, Inc. 1283 State Highway 178W New Albany, MS 38652		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Brierfield Insurance Company <b>NAIC #</b> 10993 <b>INSURER B :</b> Scottsdale Insurance Company <b>41297</b> <b>INSURER C :</b> AmFed Casualty Insurance Company <b>11963</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP10003501005	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA10000839807	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XLS2003278	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC1236004753	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is Named as an Additional Insured for On-Going, Premises & Completed Operations on a Primary & Non-Contributory basis on all policies except Work Comp. All policies have been endorsement or contain a clause waiving rights of subrogation against Certificate Holder, its Affiliates, Subsidiaries and Employees and a 30 Day Notice of Cancellation to Third Parties is included on all policies which named the Certificate Holder. Endorsements apply as required by written contract. ALL policies are subject to policy terms, conditions, and exclusions.

<b>CERTIFICATE HOLDER</b> City of Tupelo 71 East Troy Street Tupelo, MS 38804	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# State of Mississippi

## BOARD OF CONTRACTORS

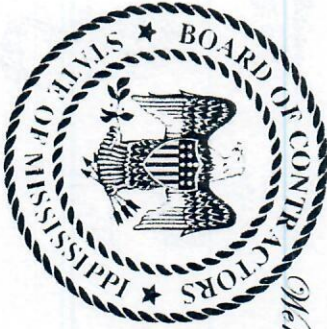
ACTIVE

RIVERSIDE TRAFFIC SYSTEMS, INC.  
1283 STATE HIGHWAY 178 W  
NEW ALBANY, MS 38652

is duly registered and entitled to perform

- 1) FENCING 2) SIGN ERECTION
- 3) STRIPING 4) TRAFFIC CONTROL, SIGNS, STRIPING, GUARDRAIL

*We have herewith set our hand and caused the Clerk of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2023*



CERTIFICATE OF RESPONSIBILITY  
**No. 07122-SC**  
Expires Oct. 8, 2024

*Joel A. Cavall*  
CHAIRMAN OF THE BOARD

# Minute Entry Sign Up Sheet

Date: 2/27/2024

Time: 10:00

Bid # 2024-003PW

Department: PW

Project: Thermoplastic

Attendance

Company

*Nathan Hughes*

*COT*

*Traci Dillane*

*COT*

*Leah Cuyler*

*Magen Henry*



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams – Director of Public Works  
**DATE:** February 29, 2024  
**SUBJECT:** IN THE MATTER OF BID APPROVAL (2) ½ TON PICKUP TRUCKS 2024-004PW - CW

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**Request:**

We are requesting the bid approval for (2) Half Ton Pickup Trucks Bid No. 2024-004PW.

One Bidder Responded

Cannon Chevrolet Nissan

\$54,067.00 each x 2 - \$108,134.00

Delivery – 2 Weeks

We propose that the bid be awarded to the sole bidder – Cannon Chevrolet Nissan.



## CITY OF TUPELO

### Landscape Dump Trucks & Half Ton Pickup Trucks Reverse Auction Bid Tabulation

<b>Reverse Auction Start Date / Time</b>	Feb 22, 2024 10:00 AM US/Central
<b>Reverse Auction End Date / Time</b>	Feb 22, 2024 10:30 AM US/Central

Two (2) Landscape Dump Trucks					
Company	Unit Price	Qty	Total Price	Bidding Time	Delivery Lead Time
Cannon Chrysler Dodge Jeep Ram	\$79,650.00	2	\$ 159,300.00	10:09:24 AM	12 Months

Two (2) Half Ton Pickup Trucks					
Company	Unit Price	Qty	Total Price	BiddingTime	Delivery Lead Time
Cannon Chevrolet	\$54,067.00	2	\$ 108,134.00	10:09:24 AM	2 Weeks

REQUEST FOR PROPOSALS

**\*Unpriced Technical Proposals\*  
to provide**

**Two (2) New ½ Ton Pickup Trucks  
BID # 2024-004PW**

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



**CITY CONTACT:**

Traci Dillard

Controller for the City of Tupelo

Phone: 662-841-6513

Email: [traci.dillard@tupeloms.gov](mailto:traci.dillard@tupeloms.gov)

**BID MANAGEMENT CONTACT:**

PH Bidding Group

Cory Dewett

[cory@phbidding.com](mailto:cory@phbidding.com)

662-407-0193

**Publication Dates:** January 25, 2024 and February 1, 2024

**Unpriced Responses Due:** February 15, 2024, at 2:00 PM

**Reverse Auction:** February 22, 2024, at 10:30 AM

**PH BIDDING GROUP**

Tupelo, MS | Hattiesburg, MS | Gulfport, MS

[www.phbidding.com](http://www.phbidding.com) | 662-407-0193 | [cory@phbidding.com](mailto:cory@phbidding.com)

## **ADVERTISEMENT FOR PROPOSALS**

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

### **Two (2) New ½ Ton Pickup Trucks Bid# 2024-004PW**

Deadline for receipt of Unpriced technical proposals is **February 15, 2024, at 2:00 PM**, local time. Unpriced proposals, including Specification Response Form and all other documents shall be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com).

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

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website [www.tupelomsbids.com](http://www.tupelomsbids.com). Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **2:00 PM CST on February 15, 2024**, per the detailed bid instructions. Unpriced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on February 22, 2024, at 10:30 AM CST**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

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

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

**Traci Dillard  
Purchasing Agent**

**Publishing Dates: January 25, 2024 and February 1, 2024**

#### **PH BIDDING GROUP**

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## INFORMATION FOR BIDDERS

### I. SCOPE

The City of Tupelo is looking to purchase **Two (2) New ½ Ton Pickup Trucks** for use in the Public Works Department.

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

- **Phase One** is the solicitation and receipt of unpriced technical proposals for consideration. The deadline for receipt of technical proposals is **February 15, 2024, at 2:00 PM.**
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based on their approved technical proposal. If your unpriced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. The reverse auction will begin on **February 22, 2024, at 10:30 AM CST.** PH Bidding Group can be contacted at 662-407-0193 or via email at [cory@phbidding.com](mailto:cory@phbidding.com)

### GENERAL INFORMATION

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

### II. SUBMISSION OF UNPRICED TECHNICAL PROPOSALS

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

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

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

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

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### III. **INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS**

The following information applies to all proposals. The documents listed below must be included in your unpriced response. The preferred method for receiving responses is via electronic submission at [www.tupelomsbids.com](http://www.tupelomsbids.com).

#### **UNPRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:**

Log-in at [www.tupelomsbids.com](http://www.tupelomsbids.com) and perform the following steps:

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

#### **The following items should be included in the electronic submission:**

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

### IV. **PROPOSAL OPENING**

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

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

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

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## V. **REVERSE AUCTION**

Vendors submitting their unpriced proposals before the bid deadline and meeting the minimum specifications will be invited to participate in the Online Reverse Auction. The reverse auction will begin on **February 22, 2024, at 10:30 AM CST**. Full instructions regarding registering for the reverse auction will be included in the invitation.

**The Online Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In PH Bidding Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit.

Note: The reverse auction will take place at <https://phbidding.procurement.com>. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.

The reverse auction will be set for an initial 30-minute time slot. Bidders can begin entering their bid price and delivery time once the bid has started. Vendors will not be able to see other vendors' pricing. Each vendor will be able to see their bid ranking once their bid is entered. If you are the lowest bidder when your bid is entered, you will see a (1) beside your bid. If you have the second lowest bid, you will see a (2) beside your bid, (3) for third, etc. If you enter your bid and are ranked 1st, you will need to continue watching to ensure that no bids have been entered that are lower than your bid amount. If a bid is entered that is lower than your bid, you will have an opportunity to enter a lower bid amount. There is an anti-sniping feature as part of this bid. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.

There is no benefit to waiting until the last minute to enter your bid during the reverse auction. You will not be able to see other bids during the auction, only your bid ranking. If you are in first place in bidding and your bid changes to (2), (3), etc., that means that someone has entered a bid that is lower than your bid. At that time, you can change your bid price if you would like.

\*\*PH Bidding Group makes no recommendations on choosing the awarded vendor.

## VI. **QUESTIONS**

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

**General questions regarding this request and questions concerning the technical specifications or questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact PH Bidding Group at 662-407-0193 or [cory@planhouseprinting.com](mailto:cory@planhouseprinting.com).**

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

### PH BIDDING GROUP

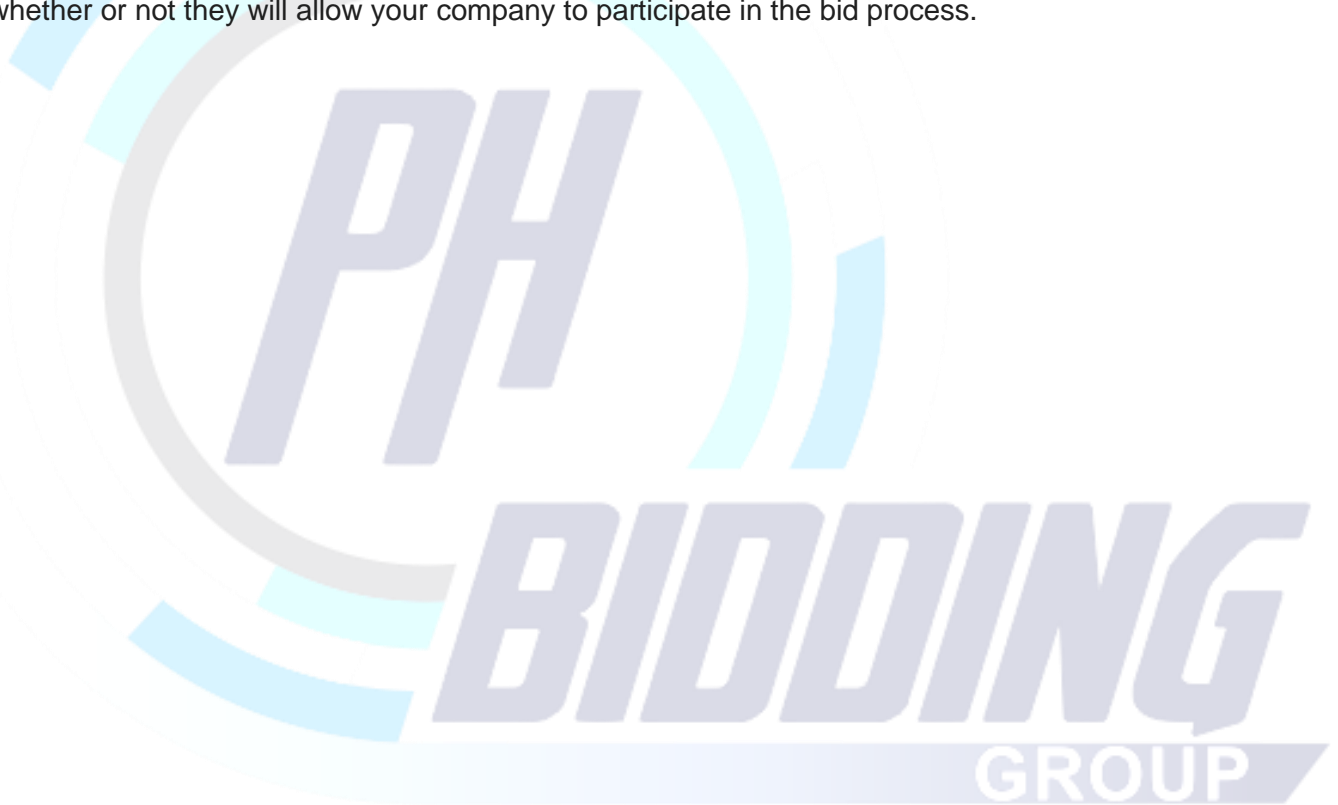
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**VII. SPECIFICATION CLARIFICATION**

It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. In no way are these specifications intended to exclude vendors that can meet or exceed the intended purposes.

Unless specifically stated; brand names, models, and part numbers used in this request are used for the sole purpose of setting a desired standard and are not intended to limit or restrict any vendor from offering an equivalent component that the vendor feels best meets the needs of the buyer. It is the responsibility of the prospective bidder to review the entire Bid packet and to notify the buyer if the Specifications are formulated in a manner that would unnecessarily restrict competition. The buyer will decide based on the LOWEST and BEST products offered by the bidding participants.

If your company is able to provide a product that can meet the performance required of the product(s) being purchased, yet these specifications exclude your company from participating in this bid process because of proprietary information or technicalities, please contact PH Bidding Group and provide information regarding your product. You are encouraged to submit your specifications and explain the differences in your product(s) and in what is specified. The buyer will review your product and determine whether or not they will allow your company to participate in the bid process.

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**\*FORM A\***

*Submission Cover Letter  
for  
Unpriced Technical Proposals*

**Two (2) New 1/2 Ton Pickup Trucks  
Bid# 2024-004PW**

The undersigned proposes to provide Two (2) New 1/2 Ton Pickup Trucks per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below:

If, after reviewing all vendor submissions, the City of Tupelo decides to invite Cannon Chevrolet Nissan (your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **February 22, 2024, at 10:30 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

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

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

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

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

Printed Name J. Steven Hand

Title Commercial and Fleet Sales Director

Company Name Cannon Chevrolet Nissan

Email shand@nobodybeatsacannondeal.com

Phone 662-453-4211 extension 3415

**\*FORM B\***  
**SPECIFICATION RESPONSE FORM**

**Two (2) New ½ Ton Pickup Trucks**  
**Bid# 2024-004PW**

The undersigned proposes to furnish several trucks, which meet the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

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

<b>Two (2) ½ Ton Pickup Truck Specifications</b>				
Item #	Minimum Specification	Meets Specification?		Variance
		Yes	No	
1.1	2024 or Newer	X		
1.2	1500 Crew Cab or Equivalent	X		
1.3	V8 Gas Powered Engine	X		
1.4	Transmission: 6-speed automatic	X		
1.5	Four Wheel Drive capabilities (4WD)	X		
1.6	Anti-spin rear differential	X		
1.7	AM/FM Bluetooth Radio	X		
1.8	Power Windows and Locks	X		
1.9	Cloth Seats	X		
1.10	Vinyl Floor Boards	X		
1.11	Aluminum Wheels	X		
1.12	Running Boards		X	can install
1.13	Color Should be Silver or Gray	X		
1.14	<b>Truck must be delivered by August 30, 2024</b>	X		
1.15	<b>Make and Model:</b>	Silverado 1500 Crew Cab		
1.16	<b>Warranty</b>	3/36 bumper to bumper 5 year/60,000 limited powertrain		

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**ESTIMATED DELIVERY LEAD TIME:** 1 week from receipt of purchase order

**SERVICE FACILITY LOCATION:** Local GM dealer in Tupelo

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

Once the Responses have been reviewed, the approved bidders will be contacted by PH Bidding Group with details of the reverse auction.

### **BIDDER'S CHECKLIST**

REQUIREMENT	ACKNOWLEDGE	
	YES	NO
½ TON PICKUP TRUCKS SPECIFICATION SHEET	X	
PRODUCT BROCHURES FOR ALL VEHICLES OFFERED	X	
WARRANTY INFORMATION FOR ALL VEHICLES OFFERED	X	
PH BIDDING SUPPLIER AGREEMENT	X	
ANY ADDITIONAL INFORMATION TO BE CONSIDERED		

**BIDDER INFORMATION**

Company Cannon Chevrolet Nissan Title Commercial and Fleet Sales Director

Physical Address 69900 Hwy 82 W.

Billing Address same

City Greenwood State MS Zip 38930

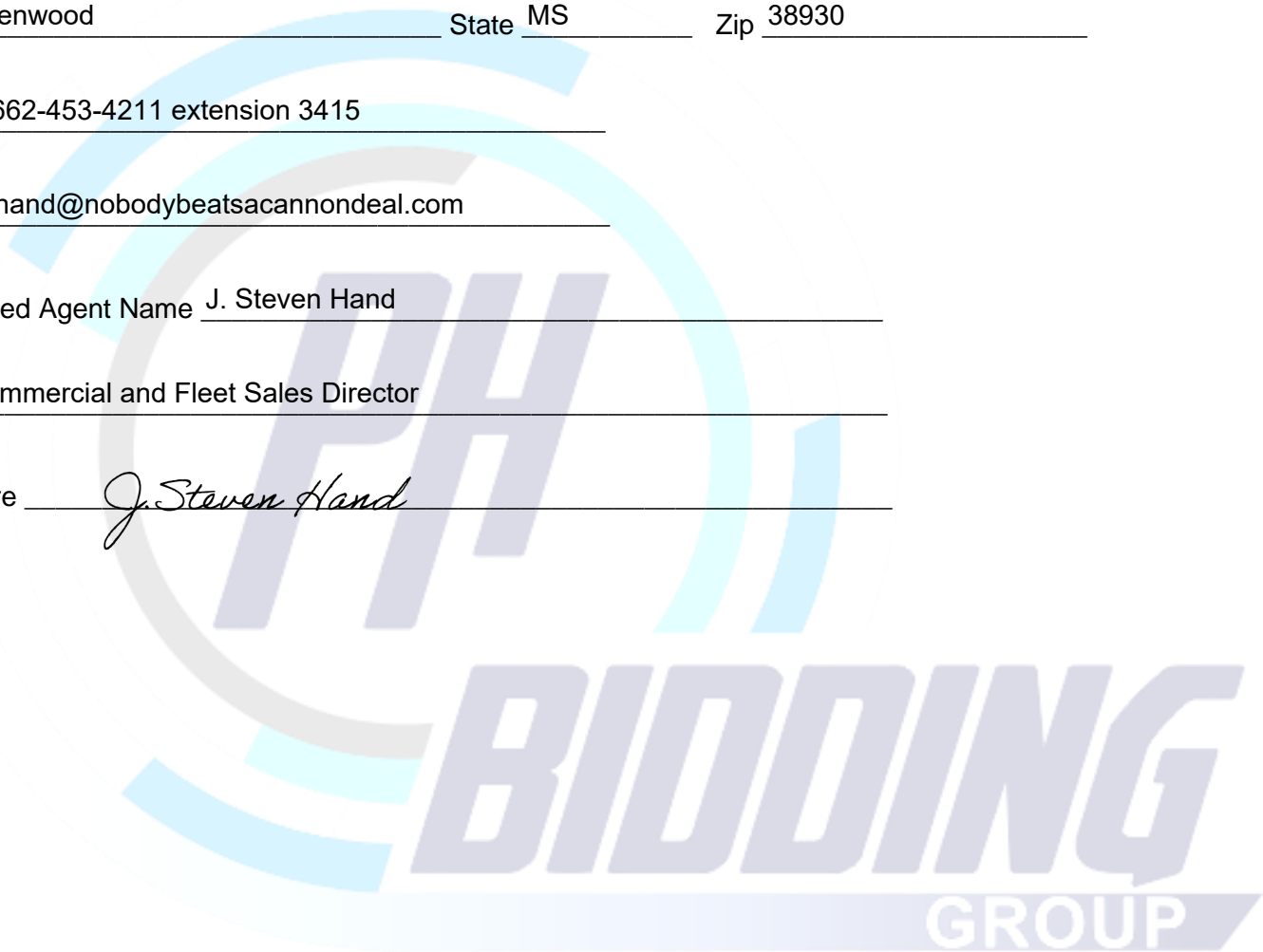
Phone 662-453-4211 extension 3415

Email shand@nobodybeatsacannondeal.com

Authorized Agent Name J. Steven Hand

Title Commercial and Fleet Sales Director

Signature *J. Steven Hand*







## **Supplier Agreement**

### **INTENT AND CONTACT**

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

**This Agreement contains provisions for an administrative fee, discussed in Section 15.**

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

PH Bidding Group Contact information is:

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804  
662.407.0193  
[cory@phbidding.com](mailto:cory@phbidding.com)

### **TERMS OF USE**

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

If you have difficulty in completing this document, email us at [cory@phbidding.com](mailto:cory@phbidding.com) or call us direct at 662.407.0193.

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

#### **Definitions:**

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

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

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

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

1 – All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.

2 – PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.

3 – You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients’ creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients’ failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.

4 – This agreement shall be good for a one-time use of PH Bidding Group’s reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.

5 – PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier’s schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

6 – It shall be the supplier’s responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.

7 – It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

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Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

8 – It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.

9 – Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

10 – Supplier agrees that he has no right to transfer this one-time use license.

11 – Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.

12 – Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.

13 – Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.

14 – Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.

15 – An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

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

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

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

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

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids. Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

16 – By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.

17 – Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.

18 – PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.

19 – This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

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

Organization, Company, or Individual represented: Cannon Chevrolet Nissan

Authorized Representative (Printed Name): J. Steven Hand

Title of Authorized Representative: Commercial and Fleet Sales Director

**Billing Information:**

Email Address: shand@nobodybeatsacannondeal.com

Physical Address: 69900 Hwy 82 West

Greenwood, MS 38930

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Office Phone: 662-453-4211 extension 3415

Mobile Phone: 601-383-4263

Signature: *J. Steven Hand*

Date: 15 February 2024

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

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



## AGENDA REQUEST

**TO:** Mayor and City Council  
**FROM:** Chuck Williams, Director of Public Works  
**DATE:** February 29, 2024  
**SUBJECT:** IN THE MATTER OF BID APPROVAL 2024-001PW (2) LANDSCAPE DUMP TRUCKS - CW

---

**Request:**

We are requesting the bid approval for (2) Landscape Dump Trucks Bid No. 2024-001PW.

One Bidder Responded

Cannon Chrysler Jeep Dodge Ram

\$79,650.00 x 2 = \$159,300.00

Delivery Lead Time - 12 Months

We propose the bid be awarded to the sole bidder – Cannon Chrysler Jeep Dodge Ram.

REQUEST FOR PROPOSALS

**\*Unpriced Technical Proposals\***  
to provide

# Two (2) New Landscape Dump Trucks

## BID # 2024-001PW

A Reverse Auction Event For  
The City of Tupelo, Mississippi



**CITY CONTACT:**

Traci Dillard

Controller for the City of Tupelo

Phone: 662-841-6513

Email: [traci.dillard@tupeloms.gov](mailto:traci.dillard@tupeloms.gov)

**BID MANAGEMENT CONTACT:**

PH Bidding Group

Cory Dewett

[cory@phbidding.com](mailto:cory@phbidding.com)

662-407-0193

**Publication Dates:** January 25, 2024 and February 1, 2024

**Unpriced Responses Due:** February 15, 2024, at 2:00 PM

**Reverse Auction:** February 22, 2024, at 10:00 AM

PH BIDDING GROUP

Tupelo, MS | Hattiesburg, MS | Gulfport, MS

[www.phbidding.com](http://www.phbidding.com) | 662-407-0193 | [cory@phbidding.com](mailto:cory@phbidding.com)

## **ADVERTISEMENT FOR PROPOSALS**

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

### **Two (2) New Landscape Dump Trucks Bid# 2024-001PW**

Deadline for receipt of Unpriced technical proposals is **February 15, 2024, at 2:00 PM**, local time. Unpriced proposals, including Specification Response Form and all other documents shall be submitted electronically at [www.tupelomsbids.com](http://www.tupelomsbids.com).

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

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website [www.tupelomsbids.com](http://www.tupelomsbids.com). Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **2:00 PM CST on February 15, 2024**, per the detailed bid instructions. Unpriced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on February 22, 2024, at 10:00 AM CST**. Approved vendors will be given detailed instructions regarding the reverse auction. The City of Tupelo reserves the right to extend the auction date if necessary, to complete the pre-qualification process. For any questions relating to the electronic submittal or reverse auction process, please call PH Bidding Group at 662-407-0193.

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

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

**Traci Dillard  
Purchasing Agent**

**Publishing Dates: January 17, 2024 and January 24, 2024**

**PH BIDDING GROUP**  
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## INFORMATION FOR BIDDERS

### I. SCOPE

The City of Tupelo is looking to purchase **Two (2) New Landscape Dump Trucks** for use in the Public Works Department.

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

- **Phase One** is the solicitation and receipt of unpriced technical proposals for consideration. The deadline for receipt of technical proposals is **February 15, 2024, at 2:00 PM.**
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the items requested, based on their approved technical proposal. If your unpriced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. The reverse auction will begin on **February 22, 2024, at 10:00 AM CST.** PH Bidding Group can be contacted at 662-407-0193 or via email at [cory@phbidding.com](mailto:cory@phbidding.com)

### GENERAL INFORMATION

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

### II. SUBMISSION OF UNPRICED TECHNICAL PROPOSALS

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

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

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

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

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### III. **INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS**

The following information applies to all proposals. The documents listed below must be included in your unpriced response. The preferred method for receiving responses is via electronic submission at [www.tupelomsbids.com](http://www.tupelomsbids.com).

#### **UNPRICED PROPOSAL SUBMISSION BY ELECTRONIC MEANS:**

Log-in at [www.tupelomsbids.com](http://www.tupelomsbids.com) and perform the following steps:

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

#### **The following items should be included in the electronic submission:**

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

### IV. **PROPOSAL OPENING**

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

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

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

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## V. REVERSE AUCTION

Vendors submitting their unpriced proposals before the bid deadline and meeting the minimum specifications will be invited to participate in the Online Reverse Auction. The reverse auction will begin on **February 22, 2024, at 10:00 AM CST**. Full instructions regarding registering for the reverse auction will be included in the invitation.

**The Online Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In PH Bidding Reverse Auctions, all bidders will be able to see their ranking in the bid process and will have the opportunity to lower their bid as often as possible if they see fit.

Note: The reverse auction will take place at <https://phbidding.procureport.com>. Separate registration for usage to the reverse auction site is required. If you are approved to participate in the reverse auction, detailed instructions will be sent to you.

The reverse auction will be set for an initial 30-minute time slot. Bidders can begin entering their bid price and delivery time once the bid has started. Vendors will not be able to see other vendors' pricing. Each vendor will be able to see their bid ranking once their bid is entered. If you are the lowest bidder when your bid is entered, you will see a (1) beside your bid. If you have the second lowest bid, you will see a (2) beside your bid, (3) for third, etc. If you enter your bid and are ranked 1st, you will need to continue watching to ensure that no bids have been entered that are lower than your bid amount. If a bid is entered that is lower than your bid, you will have an opportunity to enter a lower bid amount. There is an anti-sniping feature as part of this bid. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.

There is no benefit to waiting until the last minute to enter your bid during the reverse auction. You will not be able to see other bids during the auction, only your bid ranking. If you are in first place in bidding and your bid changes to (2), (3), etc., that means that someone has entered a bid that is lower than your bid. At that time, you can change your bid price if you would like.

\*\*PH Bidding Group makes no recommendations on choosing the awarded vendor.

## VI. QUESTIONS

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

**General questions regarding this request and questions concerning the technical specifications or questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact PH Bidding Group at 662-407-0193 or [cory@planhouseprinting.com](mailto:cory@planhouseprinting.com).**

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

### PH BIDDING GROUP

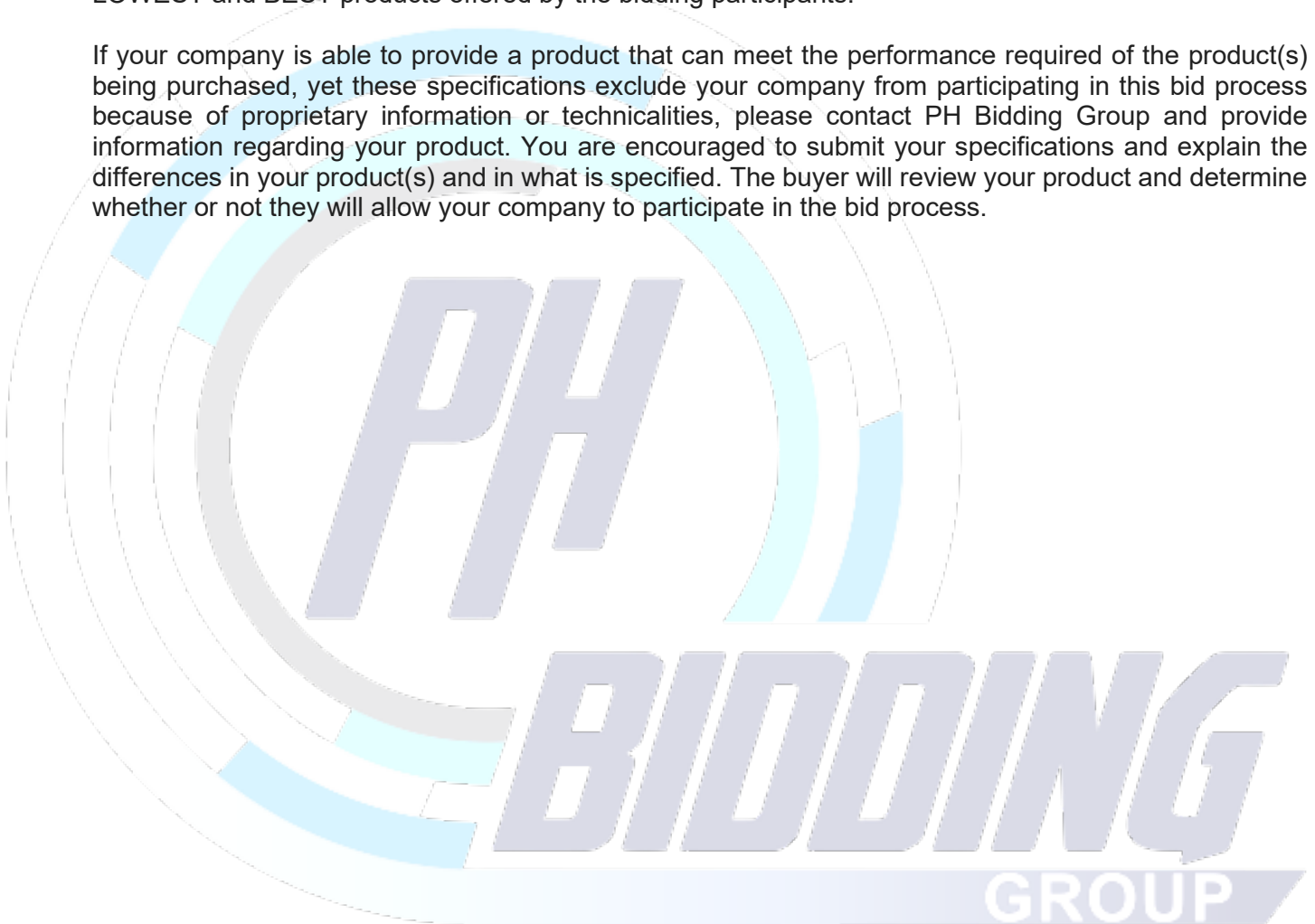
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**VII. SPECIFICATION CLARIFICATION**

It is the intent of the specifications to obtain a product that will adequately meet the needs of the user while promoting the greatest extent of competition that is practicable. In no way are these specifications intended to exclude vendors that can meet or exceed the intended purposes.

Unless specifically stated; brand names, models, and part numbers used in this request are used for the sole purpose of setting a desired standard and are not intended to limit or restrict any vendor from offering an equivalent component that the vendor feels best meets the needs of the buyer. It is the responsibility of the prospective bidder to review the entire Bid packet and to notify the buyer if the Specifications are formulated in a manner that would unnecessarily restrict competition. The buyer will decide based on the LOWEST and BEST products offered by the bidding participants.

If your company is able to provide a product that can meet the performance required of the product(s) being purchased, yet these specifications exclude your company from participating in this bid process because of proprietary information or technicalities, please contact PH Bidding Group and provide information regarding your product. You are encouraged to submit your specifications and explain the differences in your product(s) and in what is specified. The buyer will review your product and determine whether or not they will allow your company to participate in the bid process.

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**\*FORM A\***

*Submission Cover Letter  
for  
Unpriced Technical Proposals*

**Two (2) New Landscape Dump Trucks  
Bid# 2024-001PW**

The undersigned proposes to provide and Two (2) Landscape Dump Trucks per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below:

If, after reviewing all vendor submissions, the City of Tupelo decides to invite Cannon Chrysler Jeep Dodge Ram (your company name) to submit priced bids, we agree to participate in the reverse auction, which will take place on **February 22, 2024, at 10:00 AM**. We understand that detailed instructions regarding the reverse auction process will be emailed to all approved vendors.

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

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

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

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

Printed Name J. Steven Hand

Title Commercial and Fleet Sales Director

Company Name Cannon Chrysler Jeep Dodge Ram

Email shand@nobodybeatsacannondeal.com

Phone 662-453-4211 extension 3415

**\*FORM B\***  
**SPECIFICATION RESPONSE FORM**

**Two (2) New Landscape Dump Trucks**  
**Bid# 2024-001PW**

The undersigned proposes to furnish several trucks, which meet the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a proposal, I/We do certify that the commodities offered do meet the specifications contained in this Invitation to Bid.

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

<b>Cannodge Ram</b>				
<b>Two New Landscape Dump Trucks</b>				
<b>Item #</b>	<b>Power Train and Mechanical</b>	<b>Meets Specification?</b>		<b>Variance</b>
		<b>Yes</b>	<b>No</b>	
1.1	2024 or Newer	X		
1.2	3500 Regular Cab or Equivalent	X		
1.3	V8 Gas Powered Engine	X		
1.4	Transmission: 8-speed automatic		X	6 speed automatic
1.5	Four Wheel Drive capabilities	X		
1.6	Anti-spin rear differential	X		
1.7	Heavy-duty engine cooling	X		
1.8	Minimum of 25-gallon fuel tank	X		
1.9	Heavy duty, performance-tuned shocks, front and rear	X		
<b>Item #</b>	<b>Towing and Safety</b>	<b>Meets Specification?</b>		<b>Variance</b>
		<b>Yes</b>	<b>No</b>	
2.1	Class V receiver hitch	X		
2.2	Front tow hooks	X		
2.3	4 pin trailer harness plug	X		
2.4	7 pin trailer harness plug	X		
2.5	Seat belts, Front to be height adjustable three-point	X		
2.6	Rear back up sensor and alarm	X		
2.7	Must be prewired for exterior safety lighting to be installed by the City at a later date.	X		

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Item #	Exterior	Meets Specification?		Variance
		Yes	No	
3.1	LED fog lamps		x	
3.2	LED headlamps		x	
3.3	LED tail lamps	x		
3.4	Trailer tow mirrors, heated, folding, with convex area	x		
3.5	Color: White	x		
3.6	Full-size spare tire	x		
3.7	Standard Truck Bed		x	chassis
Item #	Interior	Meets Specification?		Variance
		Yes	No	
4.1	Cruise control	x		
4.2	Radio: Standard AM/FM Radio	x		
4.3	Vinyl Interior	x		
Item #	Dump Body Assembly	Meets Specification?		Variance
		Yes	No	
5.1	11.5' Body	x		
5.2	Dump Body Hoist should be Electric over Hydraulic	x		
5.3	Front, Rear, & Side material: 10 ga Steel	x		
5.4	Floor material: 7 ga Steel	x		
5.5	Side Height: 14" - 24"	x		
5.6	Inner Width: 84"	x		
5.7	Outer Width: 96"	x		
5.8	Bolt on Cab Shield	x		
Item #	Tailgate	Meets Specification?		Variance
		Yes	No	
6.1	Material: 10 ga Steel	x		
6.2	Double Acting	x		
6.3	Chains: 5/16"	x		
6.4	Quick-release upper tailgate pins	x		

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Item #	Lighting	Meets Specification?		Variance
		Yes	No	
7.1	LED Lights and Standard Harness	X		
7.2	The entire Vehicle shall be prewired for Safety lighting to be installed by the city at a later date.	X		
7.3	Body up indicator Light	X		
Item #	Miscellaneous	Meets Specification?		Variance
		Yes	No	
8.1	Applicable Hoses/Fittings Mudflaps and Brackets Standard Black Paint for Dump Body	X		
8.2	<b>Trucks must be delivered by August 30, 2024</b>		X	
8.3	<b>Days to Delivery</b>	365 _____ DAYS		
8.4	<b>Warranty:</b> 3/36 bumper to bumper 5 year/60,000 mile limited powertrain			

**CAB AND CHASSIS MAKE & MODEL:** Ram 3500 Regular Cab Tradesman

**CAB AND CHASSIS YEAR:** 2024

**DUMP BODY MANUFACTURER:** Warren

**ESTIMATED DELIVERY LEAD TIME:** 1 year

**SERVICE FACILITY LOCATION:** Local Ram dealer in Tupelo for chassis/Collins for dump body

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

Once the Responses have been reviewed, the approved bidders will be contacted by PH Bidding Group with details of the reverse auction.



**BIDDER INFORMATION**Company Cannon Chrysler Jeep Dodge Ram Title Commercial and Fleet Sales DirectorPhysical Address 69860 Hwy 82 WestBilling Address 69900 Hwy 82 W.City Greenwood State MS Zip 38930Phone 662-453-4211 extension 3415Email shand@nobodybeatsacannondeal.comAuthorized Agent Name J. Steven HandTitle Commercial and Fleet Sales DirectorSignature *J. Steven Hand***BIDDER'S CHECKLIST**

REQUIREMENT	ACKNOWLEDGE	
	YES	NO
COMPLETED SPECIFICATION RESPONSE FORM		
DUMP TRUCK BODY SPECIFICATION SHEET		
CAB AND CHASSIS INFORMATION INCLUDED		
PRODUCT BROCHURES FOR ALL VEHICLES OFFERED		
WARRANTY INFORMATION FOR ALL VEHICLES OFFERED		
PH BIDDING SUPPLIER AGREEMENT		
ANY ADDITIONAL INFORMATION TO BE CONSIDERED		

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## Supplier Agreement

### INTENT AND CONTACT

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

**This Agreement contains provisions for an administrative fee, discussed in Section 15.**

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

PH Bidding Group Contact information is:

PH Bidding Group  
605 West Main Street  
Tupelo, MS 38804  
662.407.0193  
[cory@phbidding.com](mailto:cory@phbidding.com)

### TERMS OF USE

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

If you have difficulty in completing this document, email us at [cory@phbidding.com](mailto:cory@phbidding.com) or call us direct at 662.407.0193.

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

#### Definitions:

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

#### PH BIDDING GROUP

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

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

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

1 – All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client, and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.

2 – PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.

3 – You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients’ creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients’ failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.

4 – This agreement shall be good for a one-time use of PH Bidding Group’s reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. In the event that you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. In the event that PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.

5 – PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier’s schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

6 – It shall be the supplier’s responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.

7 – It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

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Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

8 – It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.

9 – Suppliers agree that any and all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

10 – Supplier agrees that he has no right to transfer this one-time use license.

11 – Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group' reverse auction software.

12 – Supplier agrees that his sole remedy in the event that supplier determines he dislikes the reverse auction process or service is to stop using the service.

13 – Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.

14 – Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.

15 – An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group' Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

**PH BIDDING GROUP**

Tupelo, MS | Hattiesburg, MS | Gulfport, MS

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

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

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

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

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids. Supplier agrees that any and all future orders or transactions arising from the use of PH Bidding Group' Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

16 – By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.

17 – Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.

18 – PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.

19 – This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

**PH BIDDING GROUP**

Tupelo, MS | Hattiesburg, MS | Gulfport, MS

[www.phbidding.com](http://www.phbidding.com) | 662-407-0193 | [cory@phbidding.com](mailto:cory@phbidding.com)

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

Organization, Company, or Individual represented: \_\_\_\_\_

Authorized Representative (Printed Name): \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

**Billing Information:**

Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Office Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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



## CITY OF TUPELO

### Landscape Dump Trucks & Half Ton Pickup Trucks Reverse Auction Bid Tabulation

<b>Reverse Auction Start Date / Time</b>	Feb 22, 2024 10:00 AM US/Central
<b>Reverse Auction End Date / Time</b>	Feb 22, 2024 10:30 AM US/Central

Two (2) Landscape Dump Trucks					
Company	Unit Price	Qty	Total Price	Bidding Time	Delivery Lead Time
Cannon Chrysler Dodge Jeep Ram	\$79,650.00	2	\$ 159,300.00	10:09:24 AM	12 Months

Two (2) Half Ton Pickup Trucks					
Company	Unit Price	Qty	Total Price	BiddingTime	Delivery Lead Time
Cannon Chevrolet	\$54,067.00	2	\$ 108,134.00	10:09:24 AM	2 Weeks



**CADENCE BANK**  
Arena & Conference Center

Tupelo Coliseum Commission  
Regular Meeting Minutes  
January 22, 2024

Be it known the Tupelo Coliseum Commission did meet in regular session Monday, January 22, 2024 at 3:00 p.m. in the Commerce Room with the following present:

Chair- Jason Hayden  
Commissioner-Jessica Hollinger  
Commissioner- Marcus McCoy  
Commissioner- Darrell Marcle  
Commissioner- Mike Armour

Representatives of the City of Tupelo Present:

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

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

Approval of minutes from December 18, 2023 was discussed. Commissioner Marcus McCoy made a motion to approve the minutes as written, seconded by Commissioner Jessica Hollinger. All commission members voting aye, the motion passed.

**Financial Report**

Kim Hanna discussed the financial report.

**Director's Report**

Kevan began his report by letting us know he would be attending the Pollstar annual Conference in Los Angeles, CA the week of February 5<sup>th</sup>.

Kevan gave us an update on our past events. We had Public Ice Skating through January 15<sup>th</sup>, and 17 meeting events.

Kevan also updated us on our upcoming events. We have MS Natural Gas 01/23-25, Katt Williams 01/26, Deep South Cheer 01/27-28, Hi Lo Rodeo 02/03, Charity Ball 02/09, King City Classic 02/16-18, Victory Cheer 02/23-24 and 36 meeting events.





**CADENCE BANK**  
Arena & Conference Center

**Old Business:**

None

**New Business**

Kevan discussed our Ticketmaster user agreement to amend the contract to extend 5 years ending 12/31/2028. Commissioner Marcus McCoy made a motion to approve, seconded by Commissioner Mike Armour. All commission members voting aye, the motion passed.

**Check Approval:**

Commissioner Marcus McCoy made a motion to approve the checks from December, seconded by Commissioner Jessica Hollinger. All commissioners voted aye; the motion passed.

**Adjournment:**

Chair Jason Hayden adjourned the meeting at approximately 3:20 p.m.

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Jessica Hollinger  
Secretary



---

Jason Hayden  
Chair



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE** February 28, 2024

**SUBJECT:** IN THE MATTER OF REAPPOINTMENT OF MR. DANNY RILEY TO THE  
NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT  
BOARD OF COMMISSIONERS **JT**

---

Request:

I respectfully request your reappointment of Mr. Danny Riley to the Northeast Mississippi Regional Water Supply District Board of Commissioners. His current term will expire on March 31, 2024 and this reappointment will be for an additional term of five (5) years.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Johnny Timmons, Manager TW&L

**DATE** February 28, 2024

**SUBJECT:** IN THE MATTER OF APPOINTMENT OF MR. KENNETH GREER TO THE  
NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT  
BOARD OF COMMISSIONERS **JT**

---

Request:

I respectfully request your approval to appoint Mr. Kenneth Greer to the Northeast Mississippi Regional Water Supply District Board of Commissioners. Mr. Greer will serve the remainder of Mr. George Taylor's appointment which will expire in March 2025.



## AGENDA REQUEST

**TO:** Mayor and City Council

**FROM:** Stephen N. Reed, Assistant City Attorney

**DATE:** February 29, 2024

**SUBJECT:** IN THE MATTER OF AMENDMENT TO CODE OF ORDINANCE SECTION 2-261 CONCERNING THE CITIZEN’S POLICE ADVISORY BOARD **SR**

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**Request:**

By vote of the Citizen’s Police Advisory Board, it is hereby recommended that the ordinance(s) concerning such Board be amended to reflect the following:

- Rename the board to be known as the “Tupelo Police Department Citizen’s Board;”
- Adjust requirements for board members attendance at the citizen’s police academy; and
- Other matters deemed necessary by the Board and the Tupelo City Council.

**ORDINANCE**

**AN AMENDMENT TO THE CITY OF TUPELO CODE OF ORDINANCES  
CONCERNING THE CITIZEN'S POLICE ADVISORY BOARD CONTAINED IN  
SECTIONS 2-261 THROUGH 2-269**

**WHEREAS**, the governing authorities of the City of Tupelo created a Citizen's Police Advisory Board (hereinafter the "Board") on April 4, 2017 for the purposes of enhancing communication between the community and the Tupelo Police Department by developing partnerships, strengthening relationships, and building trust; and

**WHEREAS**, upon its creation, it was the intent of the Governing Authorities of the City of Tupelo for the Board to act as a liaison between the community and the Tupelo Police Department, and such role shall include the creation of partnerships between Board Members, members of the community and members of the Tupelo Police Department and expressed by Board Member presence at community events, neighborhood association meetings and events of the Tupelo Police Department; and

**WHEREAS**, it has become increasingly difficult for the Board to conduct its business due to the requirements that Members of the Tupelo City Council nominate residents from their respective wards for membership on the Board; and

**WHEREAS**, it is by recommendation of the Board that the ordinances establishing such Board be amended to reflect the aforementioned findings; and

**WHEREAS**, this ordinance, if approved, is a lawful expression of authority of the governing authorities of the City of Tupelo concerning the care, management and control of the municipal affairs in accordance with Miss. Code Ann. § 21-17-5 *et seq.*

**NOW, THEREFORE BE IT ORDAINED** by the governing authorities of the City of Tupelo the following:

**SECTION 1.** The prefatory findings of this Ordinance are hereby accepted, incorporated herein and found to be a proper exercise of the authority of the City of Tupelo.

**SECTION 2.** The following provision of Chapter 2, Subsection 261 of the City of Tupelo Code of Ordinances shall be repealed:

*The Tupelo Police Department Citizen's Police Advisory Board (hereinafter the "board") is hereby created to be composed of eleven (11) members with one (1) member selected from each ward and four (4) at-large members.*

**SECTION 3.** The previously stated repealed provision of Chapter 2, Subsection 261 of the City of Tupelo Code of Ordinances shall be replaced with the following:

The Tupelo Police Department Citizen's Board (hereinafter the "Board") is hereby created to be composed of eleven (11) members appointed pursuant to the terms of Section 2-262 herein.

**SECTION 4.** The following provision of Chapter 2, Subsection 262 of the City of Tupelo Code of Ordinances shall be repealed:

*The board will consist of eleven (11) voting members. One (1) representative will be selected from each ward by the ward councilperson and four (4) additional at-large members will be selected by the mayor of the City of Tupelo, all of which to be confirmed by the city council.*

- 1. One (1) city council member (non-voting) will serve as a liaison.*
- 2. Board members will serve a term of three (3) years. Once the board is established, it will determine a means to ensure a staggered rotation of terms.*
- 3. The chief of police will designate a city employee to serve as the secretary of the board.*
- 4. The city attorney may attend the meetings in a legal advisory role.*

**SECTION 5.** The previously stated repealed provision of Chapter 2, Subsection 262 of the City of Tupelo Code of Ordinances shall be replaced with the following:

The Board will consist of eleven (11) voting members. Each member of the Tupelo City Council shall nominate one (1) Board Member, and the Mayor of the City of Tupelo shall nominate four (4) Board Members. All such nominations shall be residents of the City of Tupelo, and shall be confirmed by the Tupelo City Council.

1. One (1) city council member, selected from time to time by a majority of the Tupelo City Council, will serve as a liaison to the Board (non-voting).
2. Board members will serve a term of three (3) years. Once the board is established, it will determine a means to ensure a staggered rotation of terms.
3. The chief of police will designate a city employee to serve as the secretary of the board.
4. The city attorney may attend the meetings in a legal advisory role.

**SECTION 6.** The following provision of Chapter 2, Subsection 263 of the City of Tupelo Code of Ordinances shall be repealed:

*Advisory board membership requirements are as follows:*

- 1. Must be a resident of the City of Tupelo.*
- 2. Must pass a background check (TPD).*
- 3. Must not have a current active, civil or criminal action against the City of Tupelo.*
- 4. Must attend and graduate the TPD's citizen's academy within one (1) year of appointment.*

**SECTION 7.** The previously stated repealed provision of Chapter 2, Subsection 263 of the City of Tupelo Code of Ordinances shall be replaced with the following:

Advisory board membership requirements are as follows:

1. Must be a resident of Tupelo, Mississippi.
2. Must pass a background check (TPD).
3. Must not have a current active, civil or criminal action against the City of Tupelo.
4. Must attend and graduate the TPD's citizen's academy within two (2) years of appointment.

**SECTION 8.** The following provision of Chapter 2, Subsection 267 of the City of Tupelo Code of Ordinances shall be repealed:

*The Tupelo Police Department Citizen's Police Advisory Board is committed to:*

- 1. Acting as an advisory between the community and the police department to help promote community awareness, understanding and involvement of police programs and services.*
- 2. Provide an avenue to identify problems and address opportunities for improvement from the community to the police department.*
- 3. Advocate quality in law enforcement by promoting education and training of all police department personnel and volunteers.*
- 4. Help develop partnerships between the community and the Tupelo Police Department in an effort to identify opportunities for improvement.*
- 5. Assist the police department with strategic planning and goals and recommend strategies for the future.*
- 6. The board shall provide the Tupelo City Council with an annual report of its activities and presentations.*
- 7. The board shall adopt such rules of procedure as it deems necessary, which will be reviewed by the chief of police and the city attorney. All rules must be approved by the city council.*

**SECTION 9.** The previously stated repealed provision of Chapter 2, Subsection 267 of the City of Tupelo Code of Ordinances shall be replaced with the following:

The Tupelo Police Department Citizen's Board is committed to:

1. Acting as a liaison between the community and the police department to help promote community awareness, understanding and involvement of police programs and services.

2. Provide an avenue to identify problems and address opportunities for improvement from the community to the police department.
3. Help develop partnerships between the community, neighborhood associations and the Tupelo Police Department in an effort to identify opportunities for improvement.
4. The board shall provide the Tupelo City Council with an annual report of its activities and presentations.
5. The board shall adopt such rules of procedure as it deems necessary, which will be reviewed by the chief of police and the city attorney. All rules must be approved by the city council.

**SECTION 10.** The following provision of Chapter 2, Subsection 269 of the City of Tupelo Code of Ordinances shall be repealed:

- 1. Matters relating to personnel issues are governed by various laws of the State of Mississippi and the City of Tupelo. Personnel matters are confidential. No member of the board may divulge any information regarding a personnel matter that has been deemed confidential by the mayor and chief of police.*
- 2. Every member of the board, prior to hearing any personnel matter, must sign an agreement, as prepared by the city attorney, agreeing and promising to maintain the confidentiality of any personnel matter.*
- 3. Only the chief of police, the mayor or the chief operations officer, with the advice of the city attorney, has the authority to determine what information related to any personnel matter may be made public.*

**SECTION 11.** The previously stated repealed provision of Chapter 2, Subsection 269 of the City of Tupelo Code of Ordinances shall be replaced with the following:

Matters relating to personnel issues are governed by various laws of the State of Mississippi and the City of Tupelo. Personnel matters are confidential. No member of the Board may divulge any information regarding a personnel matter made known to that Board Member that has been actually or constructively deemed confidential by the mayor, or the mayor's designee, the city attorney, the chief of police, or state or federal law.

**SECTION 12.** This ordinance shall go into effect thirty (30) days after passage. The Clerk of the Council shall cause this ordinance to be published at least one (1) time in the Northeast Mississippi Daily Journal and to post a copy at three locations within the municipality in accordance with Miss. Code Ann. § 21-17-9.

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

Councilmember Mims voted

Aye



Councilmember Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Aye</u>
Councilmember Davis voted	<u>Aye</u>
Councilmember Palmer voted	<u>Aye</u>
Councilmember Gaston voted	<u>Aye</u>
Councilmember Jones voted	<u>Aye</u>

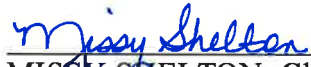
The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the ordinance adopted.


**WHEREUPON**, the foregoing Ordinance was declared, passed and adopted at a regular meeting of the Council on this the 5th day of March, 2024.

CITY OF TUPELO, MISSISSIPPI

  
 TRAVIS BEARD, City Council President

ATTEST:

  
 MISSY SHELTON, Clerk of the Council

APPROVED:  
  
 TODD JORDAN, Mayor  
3-6-2024  
 DATE

**ORDER**

**AN ORDER DECLARING AS SURPLUS CERTAIN REAL PRPOERTY LOCATED AT  
3304 SOUTH GREEN STREET, PARCEL NO. 106D-13-051-00, 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, acquired real property located at 3304 South Green Street, Parcel No. 106D-13-051-00, Tupelo, Mississippi, from James Nathan Sizemore on October 5, 2022 by Warranty Deed on file in the Office of the Chancery Clerk of Lee County, Mississippi as Document Number 2022013986; and

**WHEREAS**, at the time the City acquired the real property, it was in a blighted condition, and the purchase of the property was necessary for the economic interests of the City; and

**WHEREAS**, this real property has ceased to be used for municipal or related 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 being 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**, Habitat has requested the City of Tupelo, Mississippi donate the real property located at 3304 South Green Street 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 Order 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 is vacant and most desirable for use as residential property.
  - 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 3304 South Green Street, Parcel No. 106D-13-051-00, Tupelo, Mississippi to the Northeast Mississippi Habitat for Humanity.
- Section 4. The real property located at 3304 South Green Street, Parcel No. 106D-13-051-00, 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 Bryan moved that the foregoing Order be adopted and said motion was seconded by Council Member Palmer and upon the question being put to a vote, the results were as follows:

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

Aye  
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 order adopted.

**WHEREUPON**, the foregoing Order was declared, passed and adopted at a regular meeting of the Council on this the 5th day of March, 2024.

CITY OF TUPELO, MISSISSIPPI

By: Travis Beard  
TRAVIS BEARD, City Council President

ATTEST:

Missy Shelton  
MISSY SHELTON, Clerk of the Council

APPROVED:  
Todd Jordan  
TODD JORDAN, Mayor

3-6-2024  
DATE

**DOCUMENT 00500A  
AGREEMENT**

THIS AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 between **Tupelo Water & Light** (hereinafter called Owner) and **Reinhold Electric Inc.** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 1. WORK**

**BASE BID**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Furnish labor, material, and equipment to convert approximately 1/2 mile overhead 15kV 3 Phase distribution line to underground. Install new concrete poles and primary risers to terminate back to existing 15kV overhead 3 Phase. Direction bore and trench new conduit, install flush mount pull boxes/manholes, padmount medium voltage Vista® switchgear. Install conduit duct system to accommodate primary underground, secondary underground, fiber, AT&T, Comcast, C-Spire, Select Connect, and Windstream. AT&T, Comcast, C-Spire, Select Connect, and Windstream work will only consist of the installation of the conduit system. The City of Tupelo will supply labor only for the Primary Distribution overhead construction.

**OPTIONAL ADDER**

Furnish labor and material for the complete installation of new street lighting.

**SECTION 2. ENGINEER/ARCHITECT**

Allen & Hoshall (hereinafter called Engineer/Architect) is to act as Owner's representative, and shall have the duties and responsibilities and the rights and authority assigned to Engineer/Architect in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**SECTION 3. CONTRACT TIME**

3.1 Completion. The Base Bid Work will be substantially completed on or before **May 01, 2025**, and completed and ready for final payment in accordance with paragraph 14.8 of the General Conditions on or before **June 01, 2025**.

3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **Three Hundred dollars (\$300.00)** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **Five Hundred dollars (\$500.00)** for each day that expires after the time specified in paragraph 3.1 for

completion and readiness for final payment.

#### SECTION 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds as follows:

All specified allowances are included in the above price and have been computed in accordance with the General Conditions.

UNIT PRICE BID:

BASE BID:

Four Million Seven Hundred Thirteen Thousand One Hundred Ninety-Three Dollars Seventy Cents (\$4,713,193.70)

OPTIONAL ADDER:

Six Hundred Forty-One Thousand Nine Hundred Ten Dollars Zero Cents (\$641,910.00)

TOTAL OF ALL UNIT PRICES:

Five Million Four Hundred Fifty-Five Thousand One Hundred Three Dollars Seventy Cents (5,455,103.70)

Note: Amount includes Base Bid and Authorized Contract Amendment - \$100,000.00.

As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions. All specified allowances are included in the above price and have been computed in accordance with the General Conditions.

#### SECTION 5. PAYMENT PROCEDURES

5.1 Applications for Payment. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer/Architect as provided in the General Conditions.

5.2 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer/Architect on or about the 15th on the basis of the progress of the Work measured by the Schedule of Values established in accordance with paragraph 2.8 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

95% of Work completed. If Work has been 50% completed as determined by Engineer/Architect, and if the character and progress of the Work have been satisfactory to Owner and Engineer/Architect, Owner on recommendation of Engineer/Architect, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

Upon Substantial Completion, payment will be made in an amount sufficient to increase total payments to Contractor to 97.5% of the Contract Price, less such amounts of Engineer/Architect shall determine, or Owner may withhold, in accordance with paragraph 14.3(d) of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.8 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer/Architect as provided in paragraph 14.8 of the General Conditions.

## **SECTION 6. INTEREST**

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

## **SECTION 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and all Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions, and accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely.

7.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

7.5 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 Contractor has given Engineer/Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Contractor.

## **SECTION 8. CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- (a) This Agreement.
- (b) Performance Bond, Payment Bond and other Bonds.
- (c) Notice of Award.
- (d) General Conditions.
- (e) Supplementary Conditions.
- (f) These Specifications - See Document 00003 - TABLE OF CONTENTS.
- (g) Drawings, consisting of a cover sheet and sheets numbered as listed in Document 00004 - LIST OF DRAWINGS, TABLES AND SCHEDULES of specification.
- (h) Addenda numbers \_\_\_ to \_\_\_, inclusive.
- (i) Contractor's Bid, marked exhibit "A".  
[Attach Bid Form only in special circumstances, such as listing of unit prices.]
- (j) The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.4 of the General Conditions.

The documents listed in paragraphs (a) through (j) above are attached to this Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.4 of the General Conditions.

## **SECTION 9. MISCELLANEOUS**



9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignments by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

**SECTION 10. OTHER PROVISIONS**

Insert other provisions as may be required.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer/Architect, and two to Owner.

This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_\_.

Owner: **Tupelo Water & Light**

Contractor: **Reinhold Electric Inc.**

By: *Jodd Jorda*  
[Corporate Seal]

By: *[Signature]*  
[Corporate Seal]

Attest: *Fim Slanna*

Attest: *[Signature]*

Address for giving notice:

Address for giving notice:

P.O. Box 1485

2411 Lemay Ferry Road

Tupelo, MS 38802-1485

St. Louis, MO 63125

License No. 25722-MC

Agent for service of process:

(If Owner is a public body attach )  
(evidence of authority to sign )  
(and resolution or other document)  
(authorizing execution. )

(If Contractor is a corporation )  
(attach evidence of authority )  
(to sign. )

END OF DOCUMENT

**AGREEMENT BETWEEN THE CITY OF TUPELO,  
MISSISSIPPI AND THE COMMUNITY DEVELOPMENT  
FOUNDATION TO PROMOTE ECONOMIC  
DEVELOPMENT**

WHEREAS, Miss. Code Anno. § 21-17-1 and Miss. Code Anno. § 21-17-5 (1972 as amended) grant the authority to municipalities within the State of Mississippi the power to undertake such actions as may be in the best interest of the municipality and charges municipalities with the care, management and control of municipal affairs and its property and finances; and

WHEREAS, Miss. Code Anno. § 21-19-44 (1972 as amended) provides that the municipal governing authority of any municipality shall have the power and authority to execute contracts and agreements with, and to appropriate, contribute and donate to, or expend budgeted funds for, local economic development associations; and

WHEREAS, the Community Development Foundation is a membership organization organized and operated to coordinate the economic and community development activities of the Tupelo-Lee County, Mississippi region and as such is a local economic development association contemplated by Miss. Code Anno. § 21-19-44 (1972 as amended); and

WHEREAS, the City of Tupelo ("City") and the Community Development Foundation ("CDF") recognize the propriety of establishing a joint effort among and between the public sector, the economic development sector and the private sector to collaboratively undertake economic development projects within the City to revitalize designated areas within the City

IT IS THEREFORE agreed between the City and the CDF as follows:

1. It is in the best interest of the City and citizens of Tupelo, Mississippi to undertake a coordinated and systematic approach to the gradual revitalization of designated areas within the municipal limits of the City for the general economic development of the City and to enhance the health and safety of the citizens of the municipality through a joint public, private endeavor through the auspices of the CDF, working with departments, committees and agencies of the City and third parties as may be appropriate.
2. In order to fund the economic development and revitalization efforts noted hereinabove, the City may appropriate and expend budgeted funds on an annual basis as part of its adoption of a municipal budget each fiscal year to provide for designated funds to be directed to the CDF, to be paid on an as needed basis up to the annual budgeted amount, in furtherance of the goals as set out herein.
3. The CDF agrees pursuant to the terms and conditions as set out herein to accept the funds budgeted to it from the City to oversee the economic development and revitalization efforts within the City referenced herein.
4. The parties to this Agreement agree that the CDF has authority to identify, establish and coordinate specific economic development and revitalization projects within the City contemplated by this Agreement in consultation with representatives of the City, including the City's Department of Development Services, other municipal departments, committees and agencies.
5. In furtherance of the goals of this Agreement as set out hereinabove, the parties anticipate that CDF will utilize the services of the Neighborhood Development Corporation ("NDC"), a not-for-profit, tax exempt 501(c)(3) organization, organized to promote public welfare

through revitalization or stabilization of areas targeted for redevelopment, to implement and operate the day to day activities necessary to further the goals of this Agreement, or alternatively, to utilize the services of other third parties for that purpose.

6. However, before NDC may spend any funds beyond \$250,000.00, NDC must report its progress, advise the Tupelo City Council that it has reached that amount and request approval from the Council for any additional funds to be appropriated, expended and directed to CDF.

7. CDF shall submit a written report annually to the City Council of the City on or before July 1 of each year setting out a summary of activities undertaken the preceding year, setting out the goals for the next fiscal year, providing an accounting of expenditures and receipts relating to the economic development and revitalization activities undertaken the preceding year, and making a specific budgetary request for the next fiscal year.

8. The initial term of this agreement shall be one (1) year. The Agreement shall thereafter be subject to review annually by both the CDF and the City, and unless written notice is given as set out hereinbelow by one of the parties hereto to the other by August 1, the Agreement shall renew for the next fiscal year. Notice for this purpose shall be given by CDF to the Mayor, and notice for this purpose shall be given by the City to the Executive Director of CDF.

9. If this Agreement is renewed for an additional one-year term as set out hereinabove, the City may appropriate additional funds to CDF pursuant to the terms and conditions of the Agreement in its annual municipal budget.

WITNESS, the signatures of the parties, this the 6th day of March, 2024.

CITY OF TUPELO, MISSISSIPPI

By: Todd Jordan  
TODD JORDAN, MAYOR

ATTEST:

Kim Hanna  
KIM HANNA, City Clerk

COMMUNITY DEVELOPMENT FOUNDATION

By: David Rumbarger  
DAVID RUMBARGER, EXECUTIVE DIRECTOR