

REGULAR CITY COUNCIL MEETING
MUNICIPAL MINUTES CITY OF TUPELO
STATE OF MISSISSIPPI
DECEMBER 20, 2022

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, December 20, 2022, at 6:00 p.m. with the following in attendance: Council Members Chad Mims, Lynn Bryan, Nettie Davis, Buddy Palmer, Janet Gaston and Rosie Jones; Ben Logan, City Attorney and Missy Shelton, Clerk of the Council. Council Member Travis Beard was absent. Council Member Nettie Davis introduced Emily Sanford, of the Wesley United Methodist Church, who gave the invocation, and Council Member Janet Gaston led the pledge of allegiance.

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

CONFIRMATION OR AMENDMENT TO THE AGENDA AND AGENDA ORDER

Council Member Palmer moved, seconded by Council Member Davis, to approve the agenda and agenda order, as presented. Of those present, the vote was unanimous in favor.

PUBLIC RECOGNITION

Council Member Rosie Jones thanked everyone who participated in the angel tree and Madeline's angels, with a special thanks to Mayor Jordan for his help.

Council Member Buddy Palmer wished everyone a Merry Christmas.

Council Member Nettie Davis wished everyone a Merry Christmas and a Happy New Year. She also asked that everyone be in prayer for the family of Andre Thomas, on his passing.

Council Member Lynn Bryan wished everyone a Merry Christmas and a Happy New Year. He also wished Council Member Buddy Palmer a Happy Birthday on December 22.

MAYOR'S REMARKS

Mayor Todd Jordan wished all a Merry Christmas and reminded everyone about the New Year's Eve celebration planned for the Fairpark area. He said he had the distinct honor of helping with the distribution of food boxes in cooperation with the United Furniture employees. There were 1,015 families served. He reminded everyone about the cold weather coming in and to please be prepared.

IN THE MATTER OF PUBLIC HEARING FOR LOT MOWING

No one appeared for the public hearing for lot mowing for the following properties:

<u>Parcel</u>	<u>Location</u>
077M3605900	1104 CHAPMAN DR
089J3101000	410 CLAYTON AVE
089P3112100	602 S CHURCH ST
089N3106500	726 CARNATION ST
089F3010601	523 N CHURCH ST
089F3010501	527 N CHURCH ST
089F3013000	605 N CHURCH ST UNIT A & B

IN THE MATTER OF PUBLIC HEARING TO DETERMINE THE NEED FOR PROPERTY CLEANING OF 2281 EDMONT DRIVE

After a brief explanation of the issue at hand by DDS Director Tanner Newman, the floor was open for the public. Mr. Eric Hampton of 2144 Edgemont Drive, addressed the Council and thanked them for their help in getting the property at 2281 Edgemont Drive cleaned up.

IN THE MATTER OF PUBLIC HEARING FOR MAJOR SUBDIVISION APPLICATION AND PRELIMINARY PLAT FOR LOT 5 OF SCRUGGS COMMONS SUBDIVISION

No one appeared to speak concerning the application and preliminary plat for Lot 5 of Scruggs Commons Subdivision.

IN THE MATTER OF APPROVAL OF MINUTES OF DECEMBER 6, 2022, COUNCIL MEETING

Council Member Palmer moved, seconded by Council Member Gaston, to approve the minutes of the December 6, 2022, regular City Council meeting. Of those present, the vote was unanimous.

IN THE MATTER OF BILL PAY

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

IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS

Council Member Palmer moved, seconded by Council Member Jones, to approve the request for advertising and promotional items, as submitted. Of those present the vote was unanimous in favor. APPENDIX B

IN THE MATTER OF PROPERTIES FOR LOT MOWING

Council Member Mims moved, seconded by Council Member Jones, to adjudicate the following properties on the public hearing lot mowing list, which were in such a condition to be a menace to the public health, safety and welfare of the community and in need of mowing pursuant to Miss. Code Ann. 21-19-11 (1972) as amended:

Of those present, the vote was unanimous in favor. APPENDIX C

IN THE MATTER OF PROPERTY CLEANING AND DEBRIS REMOVAL AT 2281 EDGEMONT DRIVE

Council Member Mims moved, seconded by Council Member Gaston, to adjudicate the following property, which is deemed to be in such a condition to be a menace to the public health, safety and welfare of the community and in need of property cleaning and debris removal pursuant to Miss. Code Ann. 21-19-11 (1972) as amended.

2281 Edgemont Drive (Parcel # 076K-23-041-00)

Of those present, the vote was unanimous in favor. APPENDIX D

IN THE MATTER LIEN RESOLUTION FOR UNPAID DEMOLITION AT 810 ALLEN

Council Member Davis moved, seconded by Council Member Gaston, to approve a Resolution Adjudicating Cost and Assessing Lien Against Real Property, under Miss. Code Ann. 21-19-11(1972 as amended) for:

810 Allen Street - Parcel # 089J-31-166-00

Of those present, the vote was unanimous in favor. APPENDIX E

IN THE MATTER OF MAJOR SUBDIVISION APPLICATION AND PRELIMINARY PLAT FOR LOT 5 OF SCRUGGS COMMONS SUBDIVISION

Council Member Gaston moved, seconded by Council Member Mims, to approve the major subdivision application and preliminary plat for lot 5 of Scruggs Commons Subdivision. Of those present, the vote was unanimous in favor. APPENDIX F

IN THE MATTER OF PLANNING COMMITTEE MINUTES OF NOVEMBER 7, 2022

Council Member Palmer moved, seconded by Council Member Jones, to approve the planning committee minutes of the November 7, 2022 meeting. Of those present, the vote was unanimous in favor. APPENDIX G

IN THE MATTER OF APPOINTMENT OF VICTOR ISRAEL FLEITAS TO THE TUPELO PLANNING COMMITTEE

Council Member Davis moved, seconded by Council Member Palmer, to approve the appointment of Victor Israel Fleitas to the Tupelo Planning Committee to represent Ward 4 for a four-year term effective December 20, 2022. Of those present, the vote was unanimous in favor. APPENDIX H

IN THE MATTER OF APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR STP-0430-00(047)LPA/109149 WARD 4 BARNES CROSSING SIDEWALK PROJECT

Council Member Davis moved, seconded by Council Member Palmer, to approve the contract with Dabbs Corporation as the Engineering Design Consultant for the STP-0430-00(047)LPA/109149 Ward 4 Barnes Crossing Sidewalk Project. Of those present, the vote was unanimous in favor. APPENDIX I

IN THE MATTER OF APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR STP-0430-00(046)LPA/109150 WARD 7 LAWDALE ELEMENTARY SCHOOL SIDEWALK

Council Member Palmer moved, seconded by Council Member Jones, to approve the contract with Dabbs Corporation as the Engineering Design Consultant for the STP-0430-00(046)LPA/109150 Ward 7 Lawndale Elementary School Sidewalk Project. Of those present, the vote was unanimous in favor. APPENDIX J

IN THE MATTER OF APPROVAL OF MAJOR THOROUGHFARE COMMITTEE MEETING MINUTES NOVEMBER 14, 2022

Council Member Gaston moved, seconded by Council Member Mims, to approve the Major Thoroughfare Committee minutes of November 14, 2022. Of those present, the vote was unanimous. APPENDIX K

IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT - MARK WEBB

Council Member Palmer moved, seconded by Council Member Davis, to surplus the Glock model 45 9mm, SN BKLY496 and allow Mark Webb to purchase same in the amount of \$1.00 upon his retirement from the City of Tupelo Police Department, as permissible under Mississippi State Statue 45-9-131. Of those present, the vote was unanimous in favor. APPENDIX L

IN THE MATTER OF RESOLUTION APPROVING CONTRACT WITH FLOCK GROUP INC. FOR NOVEMBER 1, 2022, SOLE SOURCE PROCUREMENT OF LEASE AND SERVICES OF FLOCK LICENSE PLATE READERS

Council Member Palmer moved, seconded by Council Member Jones, to approve a Resolution Approving Contract with Flock Group Inc. for November 1, 2022, Sole Source Procurement of Lease and Services of Flock License Plate Readers. Of those present, the vote was unanimous in favor. APPENDIX M

IN THE MATTER OF BID APPROVAL FOR VACUUM LEAF COLLECTION TRUCK – 2022-043PW

Reverse bids were received for a Vacuum Leaf Collection Truck - 2022-043PW. Two bids were received with the lowest and best determined to be from Hol-Mac Corp. at a cost of \$255,000. Council Member Mims moved, seconded by Council Member Gaston to award the bid to Hol-Mac Corp in the amount of \$255,000. Of those present, the vote was unanimous in favor. APPENDIX N

IN THE MATTER OF SOLE SOURCE FOR TURF TANK FIELD MARKING GPS ROBOT

Council Member Palmer moved, seconded by Council Member Davis, to approve the Sole Source request from Park & Recreation Director Alex Farned for the purchase of a Turf Tank Field Marking

GPS Robot in the amount of \$46,500. from Turf Tank. Turf Tank is the only distributor of this robot in North America. Of those present, the vote was unanimous in favor. APPENDIX O

IN THE MATTER OF NORTHEAST MS UMPIRE ASSOCIATION CONTRACT APPROVAL

Council Member Gaston moved, seconded by Council member Jones, to approve the FY 2022-2023 contract with the Northeast MS Umpire Association. Of those present, the vote was unanimous in favor. APPENDIX P

IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING A COMPUTER TO THE CITY OF TUPELO

Council Member Davis moved, seconded by Council Member Palmer, to accept the donation of a Microsoft Surface Laptop 3 13.5 inch computer to the City of Tupelo Oren Dunn City Museum, Serial # 017659703457, from the Tupelo Sports Council. The computer has a monetary value of \$427.23 and should be added to the City's asset list. Of those present, the vote was unanimous in favor. APPENDIX Q

IN THE MATTER OF CVB BOARD MINS. DECEMBER 6, 2022

Council Member Davis moved, seconded by Council Member Gaston, to accept the minutes of the CVB Board of December 6, 2022. Of those present, the vote was unanimous in favor. APPENDIX R

IN THE MATTER OF APPROVAL OF REQUEST TO ALLOW INTERNATIONAL TRAVEL FOR TUPELO CONVENTION AND VISITORS BUREAU EMPLOYEE JENNIE BRADFORD CURLEE AND SET MAXIMUM PER DIEM RATE

Council Member Gaston moved, seconded by Council Member Davis, to approve this request as submitted and to set the maximum daily per diem rate as indicated on the letter of request. Of those present, the vote was unanimous in favor. A copy of the letter of request is attached to these minutes as APPENDIX S.

IN THE MATTER OF REJECTION OF RFP NO. MUD22-01 FOR GRAVLEE HARDWARE AND ICE PLANT

Council Member Palmer moved, seconded by Council Member Davis, to reject RFP # MED22-01 for Gravlee Hardware and Ice Plant. Only one proposal was received, and was found to not meet all criteria. Of those present, the vote was unanimous in favor. APPENDIX T

IN THE MATTER OF APPROVAL OF CONTRACT SALE OF PROPERTY NEAR 322 WEST MAIN STREET TO BOSTICK NORTH MS RENTALS LLC

Council Member Mims moved, seconded by Council Member Davis, to approve the contract of sale of property near 322 West Main Street to Bostick North MS Rentals, LLC, in the amount of \$97,500. Of those present, the vote was unanimous in favor. APPENDIX U

IN THE MATTER OF APPROVAL OF AN ORDINANCE TO ENACT A WATER RATE INCREASE

Council Member Palmer moved, seconded by Council Member Davis, to approve an Ordinance to Enact a Water Rate Increase, in the amount of \$.03/1,000 gallons, effective with the February 1, 2023 billing. Of those present, the vote was unanimous in favor. APPENDIX V

IN THE MATTER OF APPROVAL OF SOLE SOURCE VENDOR FOR PURCHASE OF SCADA SYSTEM SUPPLIES FROM POWER CONNECTIONS INC

Council Member Mims moved, seconded by Council Member Gaston, to approve the Sole Source request from Tupelo Water & Light Director Johnny Timmons for the purchase of SCADA system supplies. These items are used in the electrical substations and distribution system and are not interchangeable with other manufacturers. Of those present, the vote was unanimous in favor. APPENDIX W

IN THE MATTER OF APPROVAL OF A RESOLUTION APPROVING PUL WATER AND SEWER RATES EFFECTIVE DECEMBER 1, 2022 AND AUTHORIZING TWL TO NEGOTIATE RENEWAL OF WATER AND SEWER SERVICES AND OPERATIONS AGREEMENT

Council Member Palmer moved, seconded by Council Member Davis, to approve a 'Resolution Approving PUL Water and Sewer Rates Effective December 1, 2022 and Authorizing TWL to Negotiate Renewal of Water and Sewer Services and Operations Agreements'. Of those present, the vote was unanimous in favor. APPENDIX X

IN THE MATTER OF APPROVAL OF A RESOLUTION AUTHORIZING TWL TO PETITION THE PUBLIC SERVICE COMMISSION (PSC) TO RAISE WATER AND SEWER RATES FOR BLUEBIRD UTILITIES TO PASS ON THE NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT (NMRWS) INCREASE AND CONFORM BLUEBIRD UTILITIES TO WATER AND SEWER RATES PAID BY INSIDE AND OUTSIDE CITY CUSTOMERS

Council Member Davis moved, seconded by Council Member Gaston to approve a 'Resolution Authorizing TWL to Petition the Public Service Commission (PSC) to Raise Water and Sewer Rates of Bluebird Utilities to Pass on the Northeast Mississippi Regional Water Supply District (NMRSD) Increase and Conform Bluebird Utilities to Water and Sewer Rates Paid by Inside and Outside City Customers'. Of those present, the vote was unanimous in favor. APPENDIX Y

IN THE MATTER OF AN ORDINANCE AMENDING DEVELOPMENT CODE BY AMENDING CERTAIN SUB-SECTIONS OF SECTION 5.1 BELLEDEER NEIGHBORHOOD CONSERVATION OVERLAY DISTRICT (TA22-03.25) (TABLED AT SEPTEMBER 20, 2022 COUNCIL MEETING)

Council Member Palmer moved, seconded by Council Member Gaston, to remove this item from the table. Of those present, the vote was unanimous in favor.

Council Member Davis moved, seconded by Council Member Mims to approve an 'Ordinance Amending Development Code by Amending Certain Sub-Sections of Section 5.1 Belledeer Neighborhood Conservation Overlay District (TA22-03.25). Of those present, the vote was unanimous in favor. APPENDIX Z

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 6:37 PM. Of those present, the vote was unanimous in favor.

This the 20th day of December, 2022.




Lynn Bryan, President, City Council

ATTEST:



Missy Shelton, Clerk of the Council



Todd Jordan, Mayor

1-10-23

Date

**CHECK INFORMATION FOR COUNCIL MEETING
December 20, 2022**

FUND	CHECK NUMBERS
POOL CASH EFT TWL ADJUSTMENTS	ID-50001942; 414571-414582;414583-414906 50001943-50001973

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: December 20, 2022
SUBJECT: IN THE MATTER OF ADVERTISING AND PROMOTIONAL ITEMS **KH**

Request:

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

ITEMS:

Lee County Courier	\$400.00	Merry Christmas message from the City of Tupelo
MS Radio Group	\$199.00	MLK message from the City of Tupelo
MS Radio Group	\$199.00	MLK message from Tupelo Police Department

Final Lot Mowing Report for 12/20/2022

	Violation Ref	Parcel	Location	Owner	Owner Address	Owner City State Zip	Inspector
1.	43617	077M3605900	1104 CHAPMAN DR	MALDONADO JOSE & JESSICA CRUZ	1105 LAWNDAL STREET	TUPELO, MS 38801	SB
2.	43618	089J3101000	410 CLAYTON AVE	OSBORNE TINA M	410 CLAYTON AVE	TUPELO, MS 38804	SB
3.	43624	089P3112100	602 S CHURCH ST	DUNCAN NATHAN C	PO BOX 1564	TUPELO, MS 38802-1564	LF
4.	43629	089N3106500	726 CARNATION ST	DILLARD ENTERPRISES INC	P O BOX 876	TUPELO, MS 38802	JLS
5.	43639	089F3010601	523 N CHURCH ST	CABRAL SENOVIA	2512 PATTERSON DR	TUPELO, MS 338804	SB
6.	43640	089F3010501	527 N CHURCH ST	CABRAL SENOVIA	2512 PATTERSON DR	TUPELO, MS 338804	SB
7.	43641	089F3013000	605 N CHURCH ST UNIT A & B	NE MS HABITAT FOR HUMANITY INC	P O BOX 7321	TUPELO, MS 38802	SB
8.							
9.							
10							
11							
12							



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: December 20, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE PROPERTY CLEANING AND DEBRIS TN

Request:

Pursuant to Miss. Code Ann. 1972, § 21-19-11, the Department of Development Services requests that the Council approve the cleaning and debris removal of the following property:

2281 EDGEMONT DRIVE (PARCEL #076K-23-041-00)



HEARING NOTICE

December 5, 2022

CITY OF TUPELO, MISSISSIPPI

COMPLAINT NO. 43406

Vs.

**Kathy H. Barnett, Robert Clark Barnett
and Andrew S. Barnett
2281 Edgemont Drive
Tupelo, MS. 38804**

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

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

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

- 1. Charges.** The Petitioner, on its own motion, charges that, based on preliminary investigation as evidenced by Exhibit "A" attached hereto, the property of Owner located at **2281 EDGEMONT DRIVE, PARCEL #076K-23-041-00, Tupelo MS**, including building(s) thereon, is in such a state of uncleanness or demise as to be a menace to the public health, safety and welfare of the community, and that a hearing before the City Council pursuant to Miss. Code Ann. §21-19-11 is warranted.
- 2. Notice.** A hearing has been set before City Council of the City of Tupelo at its regularly scheduled meeting to be held on **12/20/2022, in Council Chambers, 2nd floor, City Hall, 71 East Troy Street, Tupelo, MS at 6:00 p. m.** You have the right to attend and respond to the charges.
- 3. Finding.** If at said hearing the City Council adjudicates that the property or land in its then condition is a menace to the public health, safety and welfare of the community, then it shall order that the Owner undertake one or more of the following measures: cutting grass and weeds; filling cisterns; **removing rubbish, removing dilapidated fences**, removing outside toilets, demolishing dilapidated buildings, **removing personal property and other debris**; and draining cesspools and standing water, as warranted and applicable.

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

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

WITNESS MY SIGNATURE, THIS THE 5th day of DECEMBER, 2022.



**Tanner Newman, Director
Department of Development Services
City Of Tupelo, Mississippi**















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

CITY OF TUPELO, MISSISSIPPI

LIENOR

VS.

CASE NO. 40500

ROBERT KENNEY AND MARTHA STEVENS

OWNER

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

1. Pursuant to Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo gave notice of a hearing to ROBERT KENNEY AND MARTHA STEVENS (Owner of the property described herein below) to determine whether or not said real property was in such a state of dilapidation as to be a menace to the public health, safety and welfare of the community. The property at issue is described as follows:

Property Owner: ROBERT KENNEY AND MARTHA STEVENS a/k/a MARTHA KENNEY STEVENS AND KENNEY'S INC
Address of Owner: PO BOX 808, TUPELO, MS, 38802
Parcel Number: 089J-31-166-00
Address of Violation: 810 ALLEN ST., TUPELO, MS. 38802

2. The hearing was held before the Mayor and City Council of the City of Tupelo on 05/17/2022 following which the property referenced above was adjudicated to be a menace to the public health and safety, and demolition was ordered immediately. Subsequent to this date, and in accordance with Miss. Code Ann. §21-19-11 (1972), as amended, the City of Tupelo proceeded to have the structure(s) demolished.

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

4. The City of Tupelo, by and through its council, at a regularly scheduled meeting held on 12/20/2022, adjudicated the actual cost of demolition to be \$1224.00. The City of Tupelo, by and through its council, for a total assessment against the property of \$1224.00. This amount is assessed as a lien on the real property.

5. The assessment will be enrolled as a judgment on the Lee County, Mississippi judgment roll in the office of the Circuit Clerk of Lee County, Mississippi by providing a certified copy of this resolution to the Circuit Clerk.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the City Council of Tupelo, Mississippi, on this, the 20th day of December, 2022.

THE CITY OF TUPELO, MISSISSIPPI

BY: LYNN BRYAN, Council President

ATTEST: MISSY SHELTON, Clerk of the Council

APPROVED: TODD JORDAN, Mayor

12-20-2022 Date



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE: December 20, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE MAJOR SUBDIVISION APPLICATION AND PRELIMINARY PLAT FOR LOT 5 SCRUGGS COMMONS SUBDIVISION TN

Request:

The Planning Committee recommended approval of the attached Major Subdivision Application and Preliminary Plat for Lot 5 Scruggs Commons Subdivision at their December 5, 2022 meeting.

Attachments:

1. Major Subdivision Application
2. Preliminary Plat and Site Plan

MAJOR SUBDIVISION APPLICATION

City of Tupelo | Department of Development Services
 Mail: P O Box 1485, Tupelo, MS 38802-1485
 Phone: (662) 841-6510 Fax: (662) 841-6550
 Email: tanner.newman@tupeloms.gov



MAJSUB 22-04
 (for office use only)

Pre-Development conference required prior to application submittal.
 Please contact tanner.newman@tupeloms.gov or jenny.savely@tupeloms.gov.

Complete application to be submitted four (4) weeks prior to the next meeting of the Planning Committee. The meeting is held the first Monday of each month at 6:00 pm in City Hall Council Chambers on the second floor of Tupelo City Hall located at 71 East Troy Street, Tupelo Mississippi. Incomplete application may result in later meeting date.

Application Fee \$200.00 plus \$10.00 per lot. Fee must be paid before application can be processed.

Proposed Subdivision Name: SCRUGGS Commons PHASE

Proposed Residential Structure Type(s): N/A

Proposed Non-Residential Structure Type: COMMERCIAL

Location and/or existing parcel number(s) of proposed subdivision: 0845-18-001-00
 (W OF NORTH GLOSTER) (NORTH OF I-22)

Project Acreage	1.38	Current Zoning	AE RC	Existing Structures	Y <input checked="" type="checkbox"/> N
Number of Lots	1	Proposed Zoning	R	Demolition Required	Y <input checked="" type="checkbox"/> N
Minimum Lot Size	1.38 Ac	Current Land Use	AC	Clearing Required	Y <input checked="" type="checkbox"/> N
Maximum Lot Size	1.38 AC	Proposed Land Use	COMMERCE	Cut/Fill Required	<input checked="" type="checkbox"/> N
Chickasaw Review	Y N	Overlay District	Y <input checked="" type="checkbox"/> N	Proposed Entrance Signage	Y <input checked="" type="checkbox"/> N
Flood Zone	<input checked="" type="checkbox"/> N	Historic District	Y <input checked="" type="checkbox"/> N	Other Zoning Requests	Y <input checked="" type="checkbox"/> N
Suspect Soils	Y <input checked="" type="checkbox"/> N	Special Use Standards	Y <input checked="" type="checkbox"/> N		

CONTACT	NAME	PHONE	EMAIL
Applicant	JS LLC	662-255-1366	SCRUGGSJASONE@GMAIL.COM
Current Property Owner	JS LLC	662-255-1366	SCRUGGSJASONE@GMAIL.COM
Engineer	RONALD RAGLAND PE	662-401-1799	RAGLANDRON@GMAIL.COM
General Contractor			

I hereby certify the above information is true and correct and completed in accordance with the Tupelo Development Code and that I have received, or retained, a copy of this application. I understand that if I or my representative does not attend the Planning Committee meeting, the application could be tabled or denied. I further understand that if I am not the property owner, notarized permission from the property owner is required for application to be processed.

Applicant Signature: [Signature] Date: 11-10-22

Received by: Jenny Savely FOR OFFICE USE ONLY Date received: 11/10/22 DC Meeting Date: 12/5/22

Preliminary Plat

Where any preliminary plat requires modifications to standards of Section 12.11 by variance or flexible use, a Major Site Plan is required and may satisfy preliminary plat requirements.

The following items must be represented on all preliminary plats:

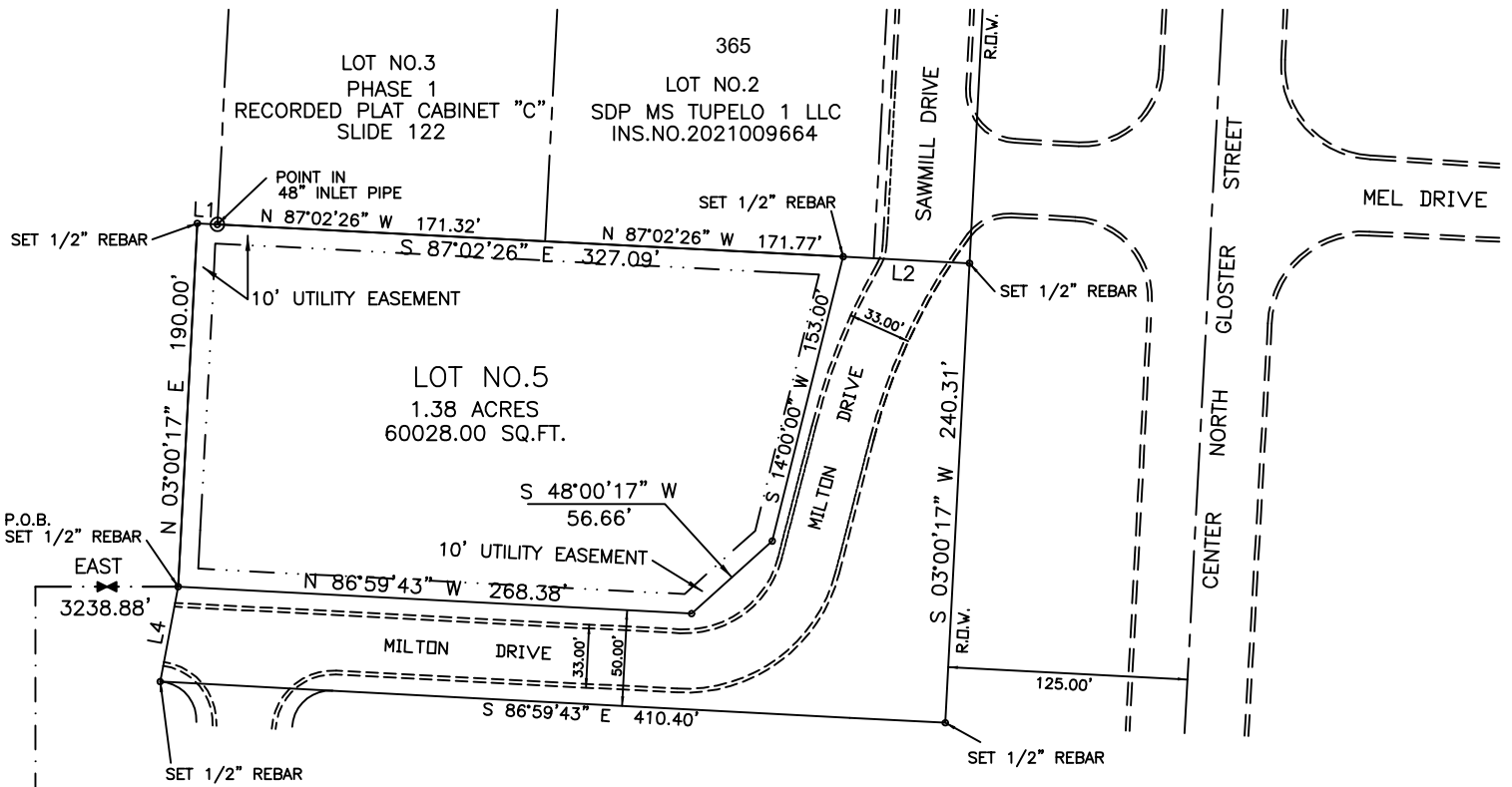
1. Total site area and area proposed for development
2. Existing lot lines/Property Boundaries, with metes and bounds
 - a. Including previously platted lines, municipal boundaries, county lines) ✓
3. Table of required setbacks
 - a. Front, side, rear, corner yard, building setbacks from buffer, buildable area per lot in square feet required
4. Existing utilities
 - a. Railroads, transmission lines, sewer lines, culverts and drainpipes, water lines, mains, and hydrants required
5. Existing features
 - a. Buildings, easements, adjacent property owners, adjacent streets and ROW, topographical contours, water features, other improvements, tree coverage area, drainage ways, streams and stream buffers, flood hazard areas, wetlands, natural or historic inventory sites required
6. Proposed lots (numbered, lined, with dimensions) ✓
7. Block length ✓
8. Cluster Mailbox location and access pattern (USPS requirement for all new subdivisions) ✓
9. Storm water runoff (measured at 10 year pre-development rate of flow and 25 yr post development rate of flow) ✓
10. Storm water management (10 year pre-development flow rate required)
11. Buffer areas (if applicable)
 - a. Riparian Buffers (if applicable) NA
12. Tree Survey for identification of protected trees slated for removal OR Tree Removal Affidavit ✓
13. Private and public streets
 - a. Including ingress/egress, maneuvering areas, driving aisles and any dedicated streets ✓
 - b. Access routes and aprons (Number of access roads will be determined according to number of dwelling units)
14. Street lighting plan (City standards required for all City dedicated streets)
 - a. Intention for City or privately installed lighting (please note: the City will not install or maintain decorative lighting features)
15. Sidewalks (Continuous internal pedestrian walkways required with connection to public sidewalks where applicable) ✓
16. Proposed Right of Way and easements
17. Open Space and/or parks with access and common ownership
18. Proposed parking areas with dimensions (if applicable)

1. driveway
Dred

lots 5 - Phase II
Dred

PRELIMINARY PLAT

1. Total site area is shown on the plat
2. Existing lot lines are shown
3. Table of Setbacks is provided on plat
4. There were no utilities where lot 5 will be. Layout of proposed utilities was submitted to Tupelo Engineering Department and were installed on record drawings with applicable departments of municipality
5. There are no features to show on the plat. Fill material is at base flood elevation of 273 feet MSL. Buyer will fill additionally to provide 275 feet MSL floor elevation.
6. Lot #5 is the single lot in Phase 2
7. Block length is not applicable until exiting new roads are extended.
8. Cluster Mailbox location is to be determined location of which will be in phase 3
9. Post Development stormwater runoff will not be available until there is a footprint submitted for approval of building permit. Tupelo Engineering Department has the storm water computations approved by MDOT in year 2014.
10. 10 year storm water rate will not be indicated on the plat. Buyer will route runoff to an inlet provided at the northeast corner of Lot 5. Rational Formula is $Q=CiA$. Time of Concentration of 8 minutes equates to intensity of 6.5 inches per hour. C for flat turfed ground is 0.10. $Q=(0.1)(6.5)(1.38)=$ one cubic foot per second predevelopment.
11. Riparian buffer not applicable
12. No trees on site
13. No dwelling units applicable. Street dedication certificate is indicated.
14. Street lighting plan must be coordinated with Tombigbee Electric power Association.
15. Sidewalks will be a part of building permit requirements.
16. Rights of way are indicated
17. Open areas and landscaping to be determined with application for building permit
18. Parking layouts to be determined during building permit process.



**LOT 5 SCRUGGS COMMONS SUBDIVISION
NORTH GLOSTER STREET
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI**

NORTH



SCALE: 1" = 100'
CLASS "A" SURVEY

FILE: LOT 5 SCRUGGS COMMONS SUBDIVISION
SURVEY DATE: 8/13/2022

REFERENCE DEED FOR THIS PLAT
OWNER: JSLLC
INS.NO. 2017002345
PARCEL NO. 084S-18-001-00
PPIN NO. 5776

BEARINGS SHOWN ARE TRUE NORTH GEODETIC
AS PER GLOBAL POSITIONING SYSTEM.

LINE	BEARING	DISTANCE
L1	S 86°59'43" E	10.53'
L2	S 87°02'26" E	66.00'

NORTH MERIDIAN ESTABLISHED AT AN
HALF INCH REBAR FOUND.

FOUND 1/2" REBAR AT THE
S.W. CORNER OF THE S.W. 1/4 OF
SECTION 18, T-9-S, R-6-E
CITY OF TUPELO
LEE COUNTY, MISSISSIPPI

LEGAL DESCRIPTION LOT 5 SCRUGGS COMMONS SUBDIVISION:
Commencing at a half inch rebar (found) at the Southwest corner of the Southwest Quarter of Section 18, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi; thence run North for 2696.26 feet; thence run East for 3238.88 feet to a half inch rebar (set) on the north line of Milton Drive for a point of beginning; thence leaving said street run North 3 degrees 00 minutes 17 seconds East for 190.00 feet to a half inch rebar (set); thence run South 86 degrees 59 minutes 43 seconds East for 10.53 feet to a point in a 48 inch pipe; thence run South 87 degrees 02 minutes 26 seconds East for 327.09 feet to a half inch rebar(found) on the west line of Milton Drive; thence run South 14 degrees 00 minutes 00 seconds West for 153.00 feet to a half inch rebar (set); thence run South 48 degrees 00 minutes 17 seconds West for 56.66 feet to a half inch rebar (set); thence run North 86 degrees 59 minutes 43 seconds West for 268.38 feet to the point of beginning.

All lying and being in the Northeast Quarter of Section 18, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi and contains 1.38 acres (60,028.00 Sq.Ft.).

Also having the use of an easement for ingress and egress described as follows: Commencing at a half inch rebar (found) at the Southwest corner of the Southwest Quarter of Section 18, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi; thence run North for 2696.26 feet; thence run East for 3238.88 feet to a half inch rebar (set) on the north line of Milton Drive for a point of beginning; thence run South 86 degrees 59 minutes 43 seconds East for 268.38 feet to a half inch rebar (set); thence run North 48 degrees 00 minutes 17 seconds East for 56.66 feet to a half inch rebar (set); thence run North 14 degrees 00 minutes 00 seconds East for 153.00 feet to a half inch rebar (set) on the west line of Milton Drive; thence run South 87 degrees 02 minutes 26 seconds East for 66.00 feet to a half inch rebar (set) on the west right-of-way of North Gloster Street; thence run South 3 degrees 00 minutes 17 seconds West for 240.31 feet to a half inch rebar (set); thence leaving said right-of-way run North 86 degrees 59 minutes 43 seconds West for 410.40 feet along the south line of Milton Drive to a half inch rebar (set); thence run North 10 degrees 43 minutes 11 seconds East for 50.46 feet to the point of beginning.

NOTE:
THIS IS TO CERTIFY THAT THIS PROPERTY IS LOCATED IN A HUD IDENTIFIED SPECIAL FLOOD HAZARD AREA, BEING IN ZONE "AE" ACCORDING TO FIA MAP NO. 280100-0162-E, DATED 2/03/10.

**MINUTES OF THE
TUPELO PLANNING COMMITTEE
NOVEMBER REGULAR MEETING
Monday, November 7, 2022
6:00 PM Council Chambers**

CALL TO ORDER

Chair Pam Hadley called the meeting to order. Committee members Scott Davis, Patti Thompson, Leslie Mart, Chair Pam Hadley, Mark Williams, Lindsey Leake and Gus Hildenbrand were present. Bentley Nolan was absent. Staff members present included Director of Development Services Tanner Newman, City Planner Jenny Savely, and Zoning Administrator Russ Wilson. Chair Hadley asked Mark Williams to open with a prayer and Scott Davis to lead the pledge. Chair Hadley then presented an opening statement of the committee purpose and reviewed how the committee would conduct its business. The Staff and Committee were then asked to introduce themselves and did so.

REVIEW OF MINUTES

Scott Davis made a motion to approve the minutes of the October 3, 2022 Planning Committee Meeting. Seconded by Mark Williams and passed unanimously. Hadley then opened the regular session section of the meeting.

REPORT ON COUNCIL ACTIONS

City Planner Jenny Savely reported that the City Council heard the appeal of the Planning Committee's decision to uphold the denial of the Southern Heights RV Resort COMP22-12 and voted to uphold the Planning Committee's denial of this application. A couple of items from TA22-02 remains in legal review concerning housing and billboards and is still on the table. Additionally Planning is working on an inventory of housing in the city as well as an audit of billboards as part of a legal review of both of those items.

Old Business

FLEX22-01, the storage facility on Briar Ridge Road at East Main has been requested to remain on the table.

NEW BUSINESS

FLEX22-04 – Flexible Use for Expansion of a Nonconforming Use – Native Son Farms, LLC, 3811 Mount Vernon Road.

City Planner Savely stated that Native Son Farms has a parcel of about an acre that they are currently operating a retail farm stand in what is now located in Low Density Residential, which was in operation when the citywide rezoning took place in 2012 and was brought in as a non-conforming use for their retail. The applicant was unavailable due to a family emergency but Savely offered to answer any questions for the committee and explained that an expansion of a non-conforming use required flexible use approval by the Planning Committee. Currently they sell fresh produce from their adjacent farm but from items they don't sell, they have a kitchen to sell items for off premises customers. They currently have tables out front and would like to offer some of those items for outdoor dining on a limited basis. So a use of Restaurant and Outdoor Dining are both Flexible Uses in this zone, so the applicant is requesting flexible use approval to do that as an expansion of his current non-conforming use. Savely added that this would not change the structure of the building or the footprint of the site, it would just use what is already in place for a different additional purpose.

Chair Hadley asked if anyone wished to speak for or against the issue. Hearing none she closed the Public Input portion of the hearing and opened it up for committee discussion. Gus Hildenbrand asked if the applicant needed to add chairs or tables. Savely said she thought not, but maybe a couple eventually but not outside of the current footprint. Hildenbrand asked if the commercial kitchen was in the newer addition of the building and asked if there was a canopy between the two portions of the building. Zoning Administrator Wilson reminded the committee that they had approved the 3,000 sf addition last fall and he believed that the addition was connected. Hildenbrand said that the applicant could actually serve from there on the inside too. Savely agreed. Hildenbrand asked what it was that they would be cooking. Savely quoted the applicant as saying items that they weren't able to due to appearance that they either preserve or make into other food items, still farm to table. Leslie Mart made a motion that the Flexible Use be approved as submitted. Scott Davis seconded the motion with it passing unanimously with no opposition.

FLEX22-05 Flexible Use for Tier 1 Medical Cannabis Cultivation – Stinky Investment Group, Inc. – 3124 Old Belden Circle.

Chair Hadley asked Savely to present the staff analysis. Savely mentioned that the applicant's property is located on about 15 acres off of Old Belden Circle in the Mixed Use Employment zoning district, which allows Micro-Cultivation and Dispensaries as a Use by Right as part of our recently updated Medical Cannabis regulations. This location and applicant has already been approved for up to 2,000 square feet of Cultivation, as well as for a Dispensary. They are coming back now to ask for Flexible Use approval to allow them to increase the canopy size of their growing operation to under 5,000 square feet which requires Planning Committee approval of the use of this location. A Major Site Plan will be required for the Commercial Development of the expanded canopy if this is approved by the Committee. Right now this is not significantly different from the Use itself. The additional growth space (building) would be added on the East side of the property line where there is only one nearby residence. In the commercial review process, we recommended approval of this use but asked about buffering requirements on that side of the property and asked to make that a part of the Major Site Plan if approved. Hadley then asked the applicant to come forward.

Mike Alford, President and CEO of Stinky Investments Group came to the podium. Mr. Alford stated that the reason he is asking for the Flexible Use is that his license with the State is for up to 5,000 square feet of canopy. They started small with 2,000 square feet which was allowed by right in this zone, but they have now decided to expand to their full licensed capacity, and don't plan on going past that.

Leslie Mart asked if their existing 2,000 square ft. capacity was in an existing building. Alford said yes, they just completed that building with 1600 square feet for canopy. In order to expand to the 5,000 capacity, they would have to build a second building which would be a two tiered building about 20 ft. tall behind the current existing building with no additional visual impact. Alford explained that you only get about 60% efficiency out of the total square footage of the building in order to achieve the canopy allowance because of vacant space. In order to get 5,000 square feet of canopy, you need about 14,000 square feet of floor space in the building. Mart asked about fencing. Alford said that the State does not require a fence, but they will have an 8ft fence with barbed wire across the top for security, access controlled gate with the only people onsite being the workers somewhere between 2 and 8, and an occasional Fed-ex truck. There are 22 cameras onsite 14 inside and 8 outside. It is a very secure facility. Mart asked if that covered the entire property. Alford said yes. The fence permits were approved in the Site Plan Review process. Hildenbrand asked if this was cultivation only with no processing. Alford said yes. Mart asked about the building closer to Old Belden Circle. Alford said that is the Dispensary in the separate building near the front. Mart asked about the drive width. Alford said 35 feet which will be paved soon. Hildenbrand asked about packaging and processing. Alford said they would package the product and take it to the store which is not considered processing by the State. Processing is making it into another product.

Wilson stated that 26 letters were sent out to adjacent property owners explaining that the original use was a use by right, and that the expansion of that level would go before the Planning Committee tonight. Wilson said there were no calls or comments from anyone expressing an opinion.

Davis asked for clarification on the buffer size. Savely said that the buffer would be confirmed during site plan review during the construction phase. Savely said that this was not unusual but that it would be down the East side of the property between the residential. Director Newman adding an explanation of the typical buffer requirements which are made in-house during site plan review. Savely added that since there is only one property owner, we've had cases where we've worked with them to design the buffer to meet their needs. Davis asked if the committee could leave that up to the Department during review. Savely said yes – just looking for approval of the use, not the site plan tonight. Mart asked if they could add wording to insure that this is included. Mart asked about the fence. Alford said that the fence will be at the top of the hill and not be seen from the street. The fence is not in front of the dispensary, but in front of the growing area over 200 feet away from the street, and about 90 feet away from the residential use's property lines.

Hadley asked for a motion. Mart made a motion to approve the flexible use as requested noting that the buffer on the east side of that drive to the residence to the east be addressed during Site Plan Review by the Department of Development Services Staff. The motion was seconded by Mark Williams. The motion passed unanimously with no opposition.

Hadley stated that the next scheduled meeting of the Planning Committee will be 6PM on Monday December 5th, with the Work Session a week prior on November 28th. Patti Thompson made a motion to adjourn, seconded by Scott Davis and the meeting adjourned.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Tanner Newman, Director of Development Services

DATE December 20, 2022

SUBJECT: IN THE MATTER OF REVIEW/APPROVE APPOINTMENT OF VICTOR ISRAEL FLEITAS TO THE TUPELO PLANNING COMMITTEE TN

Request:

The administration requests approval of the Mayor's appointment of Victor Israel Fleitas to a four year term on the Tupelo Planning Committee representing Ward 4 effective December 20, 2022.

VICTOR ISRAEL FLEITAS: After graduating from the University of Mississippi School of Law, in December 1995, Victor took a job in Tupelo, Mississippi at the Waide Law Office. In June 1996, Victor and his family relocated from Oxford to Tupelo. Victor has practiced law on Spring Street for almost twenty seven years and has resided in Ward 4 since 2004. Victor is married to Lisa Bailey Fleitas and has three grown sons.

He earned his B.A., in International Relations, from Florida International University, Miami, Florida; and his J.D., with honors, from the University of Mississippi School of Law, Oxford, Mississippi.



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE: November 9, 2022

SUBJECT: IN THE MATTER OF IN THE MATTER OF APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR STP-0430-00(047)LPA/109149 WARD 4 BARNES CROSSING SIDEWALK PROJECT **DRB**

Request: DRB

See attached contract for Dabbs Corporation as the Engineering Design Consultant for the above referenced project. Dabbs Corporation was approved as the consultant for this project at the July 19, 2022 Council Meeting.

CITY OF TUPELO, MS
Professional Services Agreement for
Ward 4 / Barnes Crossing LPA Sidewalk Improvements

PROJECT NUMBER: STP-0430-00(047)LPA/109149

DATE: OCTOBER 26, 2022

A. GENERAL

This Agreement is for professional services by Dabbs Corporation (*1050 N. Eason Blvd., Tupelo, MS 38804*), after this called "CONSULTANT", to be provided to the City of Tupelo, Mississippi (*71 East Troy Street, Tupelo, MS 38804*), after this called the "CITY", to include Planning / Engineering Services related to the PROJECT identified as "Ward 4 Barnes Crossing LPA Sidewalk Improvements" for the City of Tupelo. The Project will include the design phase activities as required to facilitate the development and submittal of PSE (Plans, Specifications & Estimate) data as required to obtain approval from the City and MDOT LPA Division for the proposed sidewalk improvements project.

A more detailed scope of services that shall be included for this Agreement is included in Section B – Scope of Work.

B. SCOPE OF WORK

1.0 INTRODUCTION

1.1 Project: LPA Sidewalks: Ward 4 / Barnes Crossing LPA Sidewalk Improvements

1.2 Purpose: The purpose of this Scope of Work (SOW) is to provide professional services related to proposed sidewalk improvements within the Barnes Crossing District as proposed by the City and as defined within this Agreement. The City intends to construct new 5' concrete sidewalks adjacent to SR 145 and Barnes Crossing Road in order to provide pedestrian access from exiting residential areas from approximately Beech Springs Road / SR 145 to commercial areas near Barnes Crossing Rd. / Thompson Square Intersection. The final limits of the proposed project improvements will be determined during the design phase of the project as approved by the City of Tupelo and MDOT LPA Division upon submission/approval of the preliminary site layout as defined in Section 2.0 of this Agreement.

- 1.3 Project Location:** All work shall be within the existing Tupelo City Limits. The limits of the project is presumed to be within existing rights-of-way (ROW) owned and maintained by the City of Tupelo and/or MDOT with the project corridor as schematically represented on the attached Exhibit A – Schematic Project Area, which is attached hereto and made part of this Agreement.
- 2.0 SCOPE OF SERVICES:** The Project Services shall include the following:
- 2.1 ROW Assessment** – The Consultant shall provide office and field survey to support the design phase of the project, including the assessment of existing/future ROW. Survey services shall include acquiring the land deeds from adjacent properties along the project corridor to assess existing ROW and to assess the need for future temporary or permanent ROW as required to complete the project. It is anticipated that the proposed improvements will be constructed within existing ROW owned by the City of Tupelo (Barnes Crossing Rd.) and MDOT (SR 145) along the project corridor and that this will be sufficient for the proposed sidewalk and related drainage improvements. *Should additional ROW be required in order to complete the project, the Consultant shall, as directed by the City, provide the necessary plats and descriptions as required for proposed ROW acquisition as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 2.2 Topographic Survey** – The Consultant shall provide office and field survey to collect the topographic information as required to complete the design phase of the project.
- 2.3 Preliminary Site Layout** – in order to assess the proposed roadway improvements to be completed as part of the project, the Consultant will establish design criteria and evaluate existing and proposed improvements to provide a preliminary site layout to the City for review/approval. Upon the approval of the design criteria and the preliminary site layout, the Consultant will initiate subsequent design services.
- 2.4 Field Review Set** – the Consultant, based on the approval of the design criteria and the preliminary site layout, will complete the preliminary project drawings and related preliminary Contract Documents for the project. Project drawings will include the necessary design information as required for submittal to MDOT in order to schedule a field review meeting for the project. The field review meeting is usually approved by MDOT at approximately 30% - 50% design completion. Upon the completion of the field review meeting, the Consultant will incorporate comments/directives from the Owner / MDOT and continue with subsequent design phase services.
- 2.5 Traffic Signal Design Services** – if required in order to meet the project requirements and MDOT LPA standard design criteria, the Consultant shall provide traffic signal design services for the addition of Pedestrian Crossing equipment, etc. for the existing traffic signal located at SR 145 / Beech Springs Rd. Should this not be required based on project controls that are determined / finalized during the design phase services, then traffic signal design services will not be completed by the Consultant.

- 2.6** *Office Review Set* – the Consultant shall complete the final project drawings and related final Contract Documents for the project for review and approval by the City and MDOT. Project drawings will include the necessary design information as required for submittal to MDOT to schedule and complete the office review meeting for the project. The office review meeting is usually approved by MDOT at approximately 90% design completion. Upon the completion of the field review meeting, the Consultant will incorporate comments/directives from the Owner / MDOT and finalize the PSE package for approval by the City / MDOT.
- 2.7** *Final PSE Package Submittal* – the Consultant shall finalize the plans and specifications for the project and complete an estimate of proposed project costs for submittal to MDOT for final approval prior to the advertisement of the Contract Documents to solicit bids for the project. Plan assembly and Contract Documents shall be in accordance with Chapter 5 of the MDOT LPA Project Development Manual (PDM). Upon approval by the City and MDOT, the Consultant will submit the bid documents to the City for advertisement / bidding procedures.
- 2.8** *Bidding/Contracting Phase* – upon the approval of the final design documents and, if required, following the acquisition of any proposed ROW required for the project, the Consultant will coordinate with the City to advertise the project for construction bids. The Consultant shall assist the City in the receiving of bids for the project and during the project award / contracting phase of the project to procure a construction contract for the project. Construction phase services shall be initiated with the issuance of a Notice to Proceed to the Contractor for the project.
- 2.9** This scope of services does not include traffic study/analysis; warrant analysis; environmental services or related permitting services; cultural resources investigation/study or related services; ROW acquisition services, construction engineering & inspection or any other services not specifically identified in this section of the Agreement. *Should additional ROW be required in order to complete the project, the Consultant shall, as directed by the City, provide the necessary plats and descriptions as required for proposed ROW acquisition as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 3.0** **SPECIAL CONSIDERATIONS:**
- 3.1** All original materials, visual aids, materials, and text developed in performance of the tasks listed herein will be the property of the OWNER, and will not be used, distributed, or published without the specific authorization of the OWNER.
- 3.2** The Consultant may provide additional design services if directed by the City. As these or other specific professional services are required by the Owner, a new agreement, or supplemental agreement, shall be completed between the Owner and Consultant. Services related to the specific tasks for each subsequent phase of the Project shall be completed under the schedule and terms of payment defined in each individual Agreement.

- 4.0 SCHEDULE OF WORK:** Upon the execution of this Agreement, the CONSULTANT shall initiate the services necessary to complete the tasks related to the data collection and corresponding schematic engineering evaluation of the proposed Project as defined herein and produce the associated deliverables according to the following schedule:

ROW Assessment	3 weeks
Topographic Survey	2 weeks
Preliminary Site Layout	2 weeks
Review / Approval of Preliminary Site Layout	2 weeks
Office Review Design (30%)	3 weeks
Office Review Meeting	2 weeks
Field Review Design (90%)	4 weeks
Office Review Meeting	2 weeks
Final PS&E Package & Approval	4 weeks
Bidding / Contracting Phase	8 weeks
<hr/>	
TOTAL	32 weeks

If ROW acquisition is required for the project, the Consultant shall coordinate with the City and MDOT to determine the process that must be completed for the acquisition of permanent or temporary access and provide an updated project schedule to the City based on the ROW acquisition requirements being incorporated into the project.

- 5.0 PAYMENT FOR SERVICES:** Professional services completed under this Agreement shall be provided on a fixed fee basis. The total fixed fee to complete the services defined herein shall be \$41,800.00 based on the breakdown of services represented below. Should traffic signal design services not be required, the corresponding fee shall not be included in the final fees for the project.

<i>PS&E Development / Design Phase Services</i>	<i>\$36,800.00</i>
<i>Traffic Signal Design Services (If Req'd)</i>	<i>\$5,000.00</i>
<i>ROW Acquisition Services (If Req'd)</i>	<i>T.B.D.</i>

The Owner agrees to pay the Consultant based on the approximate percentage of work completed at the end of each monthly pay period. Payment shall be made based on no other consideration other than the Consultant's ability to provide the services as defined herein.

- 6.0 ADDITIONAL SERVICES:** Should the Owner direct Dabbs Corporation to provide Additional Services that are not included within the scope of this Agreement, these services shall be provided by the Consultant under the terms & conditions defined under this Agreement but on an time and materials basis in accordance with Exhibit B – Rate Schedules, which is attached hereto and made part of this Agreement.

If required, any sub-consultants, materials, reproducible drawings/printing, etc. associated with additional services shall be reimbursed at the actual cost of reproduction by the printing company.

7.0 ATTACHMENTS:

Exhibit A – Schematic Project Area


Exhibit B – Rate Schedules

C. ACCEPTANCE


IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF TUPELO

DABBS CORPORATION



Honorable Todd Jordan
Mayor, City of Tupelo



Mr. Dustin D. Dabbs, PE
PRESIDENT

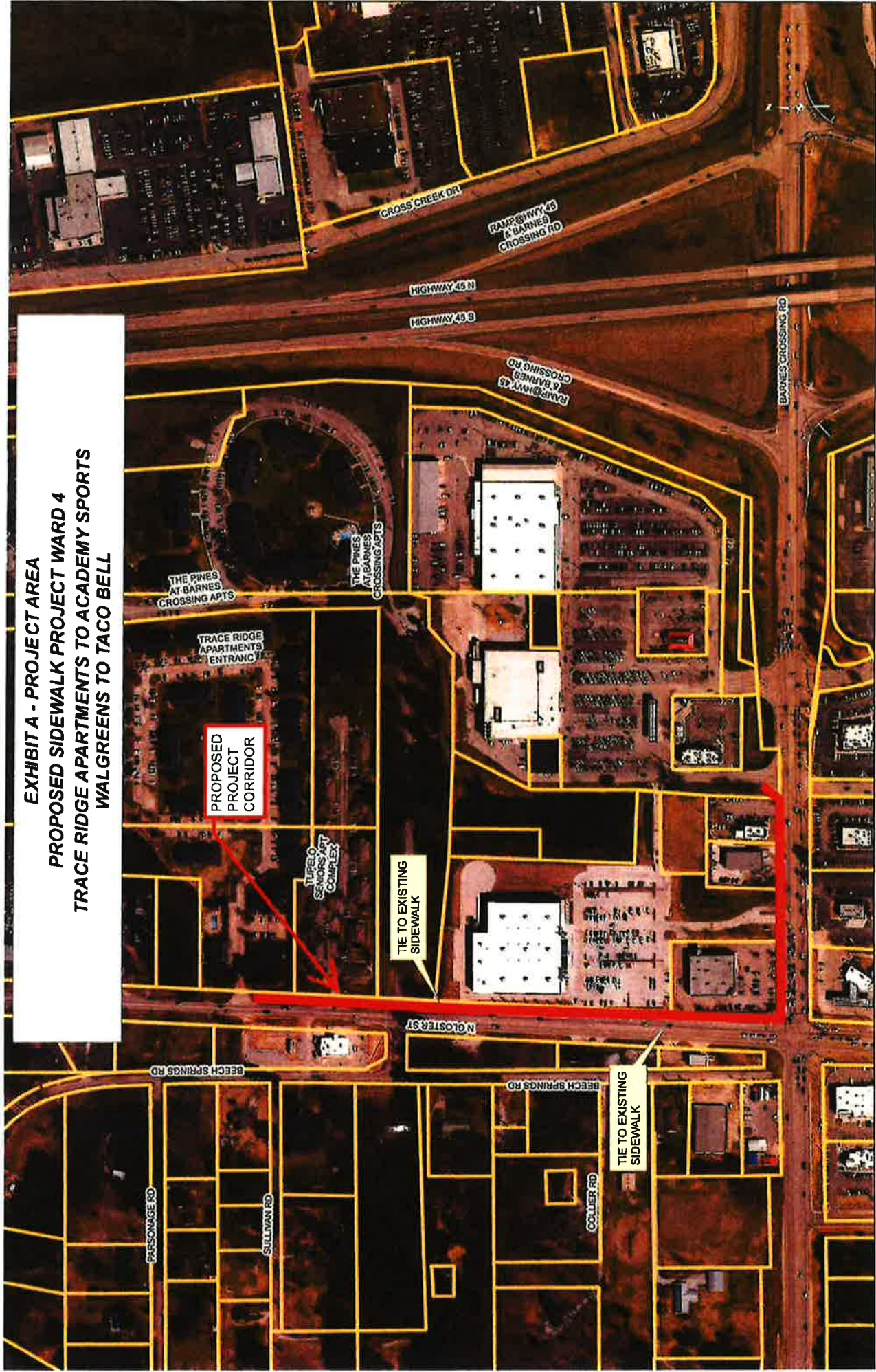
ATTEST:

ATTEST:





EXHIBIT A - PROJECT AREA
PROPOSED SIDEWALK PROJECT WARD 4
TRACE RIDGE APARTMENTS TO ACADEMY SPORTS
WALGREENS TO TACO BELL



PROPOSED
PROJECT
CORRIDOR

TIE TO EXISTING
SIDEWALK

TIE TO EXISTING
SIDEWALK

THE PINES
AT BARNES
CROSSING APTS

TRACE RIDGE
APARTMENTS
ENTRANCE

ILFELD
SENIORS APT
COMPLEX

THE PINES
AT BARNES
CROSSING APTS

RAMP HWY 45
& BARNES
CROSSING RD

HIGHWAY 45 N

HIGHWAY 45 S

RAMP HWY 45
& BARNES
CROSSING RD

BARNES CROSSING RD

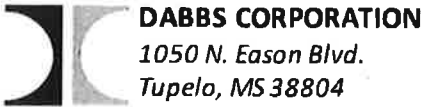
PERSONAGE RD

SULLIVAN RD

N CLOSTER ST

BEECH SPRINGS RD

COLLIER RD

EXHIBIT B - RATE SCHEDULES

<i>DIRECT SERVICES</i>	
<u>DESCRIPTION</u>	<u>RATE</u>
PRINCIPAL	\$150.00
PROJECT MANAGER / SR. ENGINEER	\$125.00
GEOTECHNICAL ENGINEER	\$125.00
PROFESSIONAL LAND SURVEYOR	\$130.00
DESIGN ENGINEER	\$100.00
FIELD TECHNICIAN	\$75.00
DESIGN TECHNICIAN	\$75.00
CONSTRUCTION INSPECTOR	\$50.00
TWO-MAN SURVEY CREW	\$140.00
ONE MAN SURVEY CREW	\$90.00
<i>REIMBURSEABLE SERVICES</i>	
<u>DESCRIPTION</u>	<u>RATE</u>
ATV / UTV PER DAY	\$150.00
PRINTING - Letter Size (B&W / Color)	\$0.50 / \$1.00
PRINTING - Half Scale Size (B&W / Color)	\$1.00 / \$2.00
PRINTING - Full Scale Size (B&W / Color)	print shop cost
Vehicle Mileage	\$0.60 / mile



AGENDA REQUEST

TO: Mayor and City Council

FROM: Dennis Bonds, City Engineer

DATE: November 9, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT FOR PROFESSIONAL SERVICES FOR STP-0430-00(046)LPA/109150 WARD 7 LAWNSDALE ELEMENTARY SCHOOL SIDEWALK **DRB**

Request: DRB

See attached contract for Dabbs Corporation as the Engineering Design Consultant for the above referenced project. Dabbs Corporation was approved as the consultant for this project at the July 19, 2022 Council Meeting.

CITY OF TUPELO, MS
Professional Services Agreement for
Ward 7 / Lawndale Elementary LPA Sidewalk Improvements

PROJECT NUMBER: STP-0430-00(046)LPA/109150

DATE: OCTOBER 27, 2022

A. GENERAL

This Agreement is for professional services by Dabbs Corporation (*1050 N. Eason Blvd., Tupelo, MS 38804*), after this called "CONSULTANT", to be provided to the City of Tupelo, Mississippi (*71 East Troy Street, Tupelo, MS 38804*), after this called the "CITY", to include Professional Engineering Services related to the PROJECT identified as "Ward 7 / Lawndale Elementary LPA Sidewalk Improvements" for the City of Tupelo. The Project will include the design phase activities as required to facilitate the development and submittal of PSE (Plans, Specifications & Estimate) data as required to obtain approval from the City and MDOT LPA Division for the proposed sidewalk improvements project.

A more detailed scope of services that shall be included for this Agreement is included in Section B – Scope of Work.

B. SCOPE OF WORK

1.0 INTRODUCTION

1.1 Project: LPA Sidewalks: Ward 7 / Lawndale Elementary LPA Sidewalk Improvements

1.2 Purpose: The purpose of this Scope of Work (SOW) is to provide professional services related to proposed sidewalk improvements within the vicinity of Lawndale Elementary School as proposed by the City and as defined within this Agreement. The City intends to construct new 5' concrete sidewalks from approximately Lawndale Elementary School on Mitchell Rd. to South Manor Apartments on S. Green St. in order to provide pedestrian access from exiting residential areas to the public elementary school located near the intersection of Lawndale Dr. / Mitchell Rd. The final limits of the proposed project improvements will be determined during the design phase of the project as approved by the City of Tupelo and MDOT LPA Division upon submission/approval of the preliminary site layout as defined in Section 2.0 of this Agreement.

1.3 Project Location: All work shall be within the existing Tupelo City Limits. The limits of the project is presumed to be within existing rights-of-way (ROW) owned and maintained by the City of Tupelo and/or MDOT with the project corridor as schematically represented on the attached Exhibit A – Schematic Project Area, which is attached hereto and made part of this Agreement.

- 2.0 SCOPE OF SERVICES:** The Project Services shall include the following:
- 2.1 *ROW Assessment*** – The Consultant shall provide office and field survey to support the design phase of the project, including the assessment of existing/future ROW. Survey services shall include acquiring the land deeds from adjacent properties along the project corridor to assess existing ROW and to assess the need for future temporary or permanent ROW as required to complete the project. It is anticipated that the proposed improvements will be constructed within existing ROW owned by the City of Tupelo along the project corridor and that this will be sufficient for the proposed sidewalk and related drainage improvements. *Should additional ROW be required in order to complete the project, the Consultant shall, as directed by the City, provide the necessary plats and descriptions as required for proposed ROW acquisition as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 2.2 *Topographic Survey*** – The Consultant shall provide office and field survey to collect the topographic information as required to complete the design phase of the project.
- 2.3 *Preliminary Site Layout*** – in order to assess the proposed roadway improvements to be completed as part of the project, the Consultant will establish design criteria and evaluate existing and proposed improvements to provide a preliminary site layout to the City for review/approval. Upon the approval of the design criteria and the preliminary site layout, the Consultant will initiate subsequent design services.
- 2.4 *Field Review Set*** – the Consultant, based on the approval of the design criteria and the preliminary site layout, will complete the preliminary project drawings and related preliminary Contract Documents for the project. Project drawings will include the necessary design information as required for submittal to MDOT in order to schedule a field review meeting for the project. The field review meeting is usually approved by MDOT at approximately 30% - 50% design completion. Upon the completion of the field review meeting, the Consultant will incorporate comments/directives from the Owner / MDOT and continue with subsequent design phase services.
- 2.5 *Office Review Set*** – the Consultant shall complete the final project drawings and related final Contract Documents for the project for review and approval by the City and MDOT. Project drawings will include the necessary design information as required for submittal to MDOT to schedule and complete the office review meeting for the project. The office review meeting is usually approved by MDOT at approximately 90% design completion. Upon the completion of the field review meeting, the Consultant will incorporate comments/directives from the Owner / MDOT and finalize the PSE package for approval by the City / MDOT.
- 2.6 *Final PSE Package Submittal*** – the Consultant shall finalize the plans and specifications for the project and complete an estimate of proposed project costs for submittal to MDOT for final approval prior to the advertisement of the Contract Documents to solicit bids for the project. Plan assembly and Contact Documents shall

be in accordance with Chapter 5 of the MDOT LPA Project Development Manual (PDM). Upon approval by the City and MDOT, the Consultant will submit the bid documents to the City for advertisement / bidding procedures.

- 2.7** *Bidding/Contracting Phase* – upon the approval of the final design documents and, if required, following the acquisition of any proposed ROW required for the project, the Consultant will coordinate with the City to advertise the project for construction bids. The Consultant shall assist the City in the receiving of bids for the project and during the project award / contracting phase of the project to procure a construction contract for the project. Construction phase services shall be initiated with the issuance of a Notice to Proceed to the Contractor for the project.
- 2.8** This scope of services does not include traffic study/analysis; warrant analysis; traffic signal design; environmental services or related permitting services; cultural resources investigation/study or related services; ROW acquisition services, construction engineering & inspection or any other services not specifically identified in this section of the Agreement. *Should additional ROW be required in order to complete the project, the Consultant shall, as directed by the City, provide the necessary plats and descriptions as required for proposed ROW acquisition as Additional Services on a Time and Materials Basis or, if required by the City, under a separate Agreement.*
- 3.0** **SPECIAL CONSIDERATIONS:**
- 3.1** All original materials, visual aids, materials, and text developed in performance of the tasks listed herein will be the property of the OWNER, and will not be used, distributed, or published without the specific authorization of the OWNER.
- 3.2** The Consultant may provide additional design services if directed by the City. As these or other specific professional services are required by the Owner, a new agreement, or supplemental agreement, shall be completed between the Owner and Consultant. Services related to the specific tasks for each subsequent phase of the Project shall be completed under the schedule and terms of payment defined in each individual Agreement.
- 4.0** **SCHEDULE OF WORK:** Upon the execution of this Agreement, the CONSULTANT shall initiate the services necessary to complete the tasks related to the data collection and corresponding schematic engineering evaluation of the proposed Project as defined herein and produce the associated deliverables according to the following schedule:

ROW Assessment	3 weeks
Topographic Survey	2 weeks
Preliminary Site Layout	2 weeks
Review / Approval of Preliminary Site Layout	2 weeks
Office Review Design (30%)	3 weeks
Office Review Meeting	2 weeks
Field Review Design (90%)	4 weeks
Office Review Meeting	2 weeks

Final PS&E Package & Approval	4 weeks
Bidding / Contracting Phase	8 weeks
<hr/>	
TOTAL	32 weeks

If ROW acquisition is required for the project, the Consultant shall coordinate with the City and MDOT to determine the process that must be completed for the acquisition of permanent or temporary access and provide an updated project schedule to the City based on the ROW acquisition requirements being incorporated into the project.

- 5.0 PAYMENT FOR SERVICES:** Professional services completed under this Agreement shall be provided on a fixed fee basis. The total fixed fee to complete the services defined herein shall be \$25,000.00 based on the breakdown of services represented below.

<i>PS&E Development / Design Phase Services</i>	<i>\$25,000.00</i>
<i>ROW Acquisition Services (If Req'd)</i>	<i>T.B.D.</i>

The Owner agrees to pay the Consultant based on the approximate percentage of work completed at the end of each monthly pay period. Payment shall be made based on no other consideration other than the Consultant's ability to provide the services as defined herein.

- 6.0 ADDITIONAL SERVICES:** Should the Owner direct Dabbs Corporation to provide Additional Services that are not included within the scope of this Agreement, these services shall be provided by the Consultant under the terms & conditions defined under this Agreement but on an time and materials basis in accordance with Exhibit B – Rate Schedules, which is attached hereto and made part of this Agreement.

If required, any sub-consultants, materials, reproducible drawings/printing, etc. associated with additional services shall be reimbursed at the actual cost of reproduction by the printing company.

- 7.0 ATTACHMENTS:**

Exhibit A – Schematic Project Area

Exhibit B – Rate Schedules

C. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

CITY OF TUPELO

DABBS CORPORATION



**Honorable Todd Jordan
Mayor, City of Tupelo**



**Mr. Dustin D. Dabbs, PE
PRESIDENT**

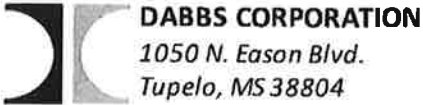
ATTEST:

ATTEST:



**EXHIBIT A - SCHEMATIC PROJECT AREA
PROPOSED SIDEWALK PROJECT WARD 7
SOUTH PARK MANOR APARTMENTS TO LAWDALE ELEMENTARY SCHOOL**



EXHIBIT B - RATE SCHEDULES

<i>DIRECT SERVICES</i>	
<u>DESCRIPTION</u>	<u>RATE</u>
PRINCIPAL	\$150.00
PROJECT MANAGER / SR. ENGINEER	\$125.00
GEOTECHNICAL ENGINEER	\$125.00
PROFESSIONAL LAND SURVEYOR	\$130.00
DESIGN ENGINEER	\$100.00
FIELD TECHNICIAN	\$75.00
DESIGN TECHNICIAN	\$75.00
CONSTRUCTION INSPECTOR	\$50.00
TWO-MAN SURVEY CREW	\$140.00
ONE MAN SURVEY CREW	\$90.00
<i>REIMBURSEABLE SERVICES</i>	
<u>DESCRIPTION</u>	<u>RATE</u>
ATV / UTV PER DAY	\$150.00
PRINTING - Letter Size (B&W / Color)	\$0.50 / \$1.00
PRINTING - Half Scale Size (B&W / Color)	\$1.00 / \$2.00
PRINTING - Full Scale Size (B&W / Color)	print shop cost
Vehicle Mileage	\$0.60 / mile



Tupelo Major Thoroughfare Program Minutes November 14, 2022

Members present: Terry Bullard, Robin Haire, Raphael Henry, C W Jackson, Stuart Johnson, George Jones, Ernie Joyner, Charlotte Loden, Jon Milstead, Greg Pirkle, Danny Riley, Ted Roach, and Dan Rupert.

Members not present: Bill Cleveland and Drew Robertson.

Others present: Travis Beard, Dennis Bonds, Lynn Bryan, Scott Costello, Nettie Davis, Janet Gaston, Don Lewis, Ben Logan, Kim Hanna, Rosie Jones, Todd Jordan, Caleb McCluskey, Chad Mims, Tanner Newman, Renee Newton, Buddy Palmer, Stephen Reed, Jenny Savely, Missy Shelton, Johnny Timmons, John White, and Chuck Williams.

MDOT representatives, Jessica Dilley and Matt Dunn, and Scott Rumble of Atkins Engineering presented preliminary findings and options for realignment of Hwy 45 at McCullough Blvd, Hilda Ave, and N Front St interchange.

Chairman Pirkle called meeting to order.

Renee Newton called roll.

Chairman Pirkle asked the Committee to review and approve the minutes of the October 10, 2022, Major Thoroughfare Program regular meeting. Ernie Joyner made motion to accept minutes. Danny Riley seconded the motion. Minutes were approved unanimously by Committee.

Kim Hann reviewed the Major Thoroughfare Phase VI Budget Report for the month ending October 31, 2022. Budget for Phase VI has been closed out and a balance of \$743,171 transferred to Phase VII budget. Beginning cash balance for Phase VII was \$4,507,508. Total Revenue from Interest Earned was \$183. Total Expenditures recorded for October were \$113,638. Payments included \$8,320 for Personnel Cost and \$105,318 for Veterans - E Main to Hamm St. Ending cash balance for Phase VII Budget was \$4,394,052.

Dennis Bonds reviewed updates on the current projects.

MAINTENANCE WORK

No current projects

EASON BLVD (S VETERANS TO BRIAR RIDGE)

Paving along north side of project started today. Contractor continues working on south side.

W JACKSON ST (N THOMAS ST TO LUMPKIN)

Outreach to property owners continues for right-of-way requests. Some responses have been received. Mr. Bonds will send a report to Committee members this week.

W JACKSON ST (AIRPARK RD TO N THOMAS ST)

E JACKSON ST (N MADISON TO N FRONT ST)³⁸⁸

Plans substantially complete.

MDOT NEWS

Belden to Mt Vernon overlay on McCullough Blvd job bid on July 27; expect work to begin soon.

OTHER

Dennis Bonds informed the Committee the CRISI Grant Request will be submitted. This is the third and final Railroad Grant Request this year. Targeting about \$3 to \$3.5 million for Crossing Improvements to implement Quiet Zones.

Greg Pirkle advised Committee that now is the time to determine the next project of Phase VII to begin. Options are N Veterans between E Main St and Hamm St; E Jackson St between N Madison and N Front St; W Jackson between N Thomas St and Lumpkin Ave; and W Jackson between Joyner Ave and Clayton Ave, which will need public approval to be accepted into Phase VII. Further discussion to be held at December meeting.

With no further business to discuss, the meeting was adjourned.



Chairman Greg Pirkle



Recorded by Renee Newton



AGENDA REQUEST

TO: Mayor and City Council
FROM: John Quaka, Chief
DATE December 13, 2022
SUBJECT: IN THE MATTER OF SURPLUSING WEAPON FOR RETIREMENT **JQ**

Request:

Please accept this letter of request to surplus Corporal Mark Webb's duty weapon (Glock Model 45, 9mm) serial number BKLY496 for \$1.00, which will be turned over to him for his retirement from the City of Tupelo and the Tupelo Police Department, as permissible under Mississippi State Statute 45-9-131. In following with Tupelo Police Department tradition, I request that this weapon be declared surplus for stated reason.

DECEMBER 07, 2022

TO : CHIEF JOHN QUAKA

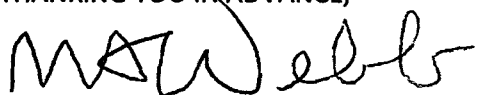
FROM : CORPORAL MARK WEBB

DEAR CHIEF, I HAVE BEEN OFFERED A POSITION WITH THE NORTH MS HEALTH SERVICES LANDSCAPING DIVISION. AT THIS TIME, I RESPECTFULLY REQUEST TO WORK UNTIL DECEMBER 31, 2022 AND AT THAT TIME COMMENCE STATE PERS RETIREMENT.

IT HAS BEEN A PLEASURE TO WORK WITH THIS DEPT FOR ALL THESE YEARS AND ALSO TO SERVE THE CITY OF TUPELO UNDER YOUR LEADERSHIP. THIS HAS BEEN A DIFFICULT DECISION TO MAKE.

ALSO, SIR, IF AT ALL POSSIBLE, I WOULD LIKE TO KEEP POSSESSION OF MY FIREARM UPON THE COMPLETION OF MY NOTICE.

THANKING YOU IN ADVANCE,

A handwritten signature in black ink, appearing to read "Mark Webb". The signature is written in a cursive, somewhat stylized font.

MARK WEBB

John Quaka 12/7/22

RESOLUTION

RESOLUTION APPROVING CONTRACT WITH FLOCK GROUP INC. FOR NOVEMBER 1, 2002, SOLE SOURCE PROCUREMENT OF LEASE AND SERVICES OF FLOCK LICENSE PLATE READERS

WHEREAS, the Tupelo City Council awarded the single source procurement of two (2) annual leases for equipment, installation, software, maintenance and other services, for fourteen (14) fixed and two (2) location-flexible automatic license plate readers (ALPRs); and

WHEREAS, the Tupelo City Council found the single source procurement requirements had been met due to, but not limited to, the following factors: software capabilities and integration not met by other vendors, recognition of make and color in addition to license plate numbers, incorporation of audio for detecting gunfire, web-based program not requiring a specialized server/hardware, installation and permitting of fixed poles on public rights of way eliminating the need for infrastructure costs to the city, solar and battery operated and the flexibility of a one-year lease covering the bundled equipment, installation, software, maintenance and other services; and

WHEREAS, legal review of the terms of the offer, sole source justification and contract terms, including the Mandatory Addendum to Contracts with the City of Tupelo has been conducted; and

WHEREAS, a copy of the offer, contract and Addendum is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Tupelo, Mississippi, finds the following, to wit:

1. The contract is approved.
2. The mayor and city clerk are authorized to execute the contract on behalf of the city, subject to later ratification by this City Council.

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

Councilmember Mims voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Absent</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 resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 20th day of December, 2022.

CITY OF TUPELO, MISSISSIPPI

By:  _____
LYNN BRYAN
City Council President

ATTEST:

 _____
MISSY SHELTON
Clerk of the Council

APPROVED:

 _____
TODD JORDAN, Mayor

12-20-2022
DATE



AGENDA REQUEST

TO: Mayor and City Council
FROM: Chuck Williams, Public Works Director
DATE: December 12, 2022
SUBJECT: IN THE MATTER OF BID APPROVAL FOR VACUUM LEAF COLLECTION TRUCK – 2022-043PW CW

Request:

Request for bid approval for a Vacuum Leaf Collection Truck 2022-043PW

Two bidders responded –

HOL-MAC CORP \$ 255,000.00
VACUUM TRUCK SALES \$ 289,925.76

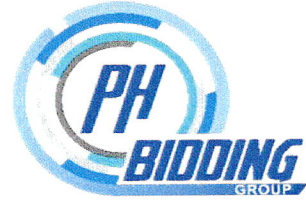
We recommend for lowest and best bid to be awarded to HOL-MAC Corp. for the amount of \$255,000.00.

204

CITY OF TUPELO

One (1) New Leaf/Litter Collection Truck

Bid Specification	Price of Equipment
Lot Start Date / Time	Nov 17, 2022 10:30 AM US/Central
Lot End Date / Time	Nov 17, 2022 11:00 AM US/Central
Lot Duration	00:30 [hh:mm]



One (1) New Leaf/Litter Collection Truck

Company	Bid Amount	Bidding Date / Time	IP Address
HOL-MAC Corporation	\$ 255,000.00 USD	Nov 17, 2022 10:31:00 AM US/Central	65.183.105.171
Vacuum Truck Sales and Serv	\$ 289,925.76 USD	Nov 17, 2022 10:30:54 AM US/Central	96.91.73.194

Delivery Lead Time - (Number of Days)

Company	Days to Delivery	Bidding Date / Time	IP Address
HOL-MAC Corporation	295 Days	Nov 17, 2022 10:31:00 AM US/Central	65.183.105.171
Vacuum Truck Sales and Serv	365 Days	Nov 17, 2022 10:30:54 AM US/Central	96.91.73.194

Pac-Mac

25 CY CHASSIS-MOUNTED LEAF VACUUM

POWER UNIT:

74 HP 4 cyl. Turbo-diesel Tier 4 Engine

In-cab instruments and controls include: On/Off/Start, Throttle, voltmeter, tachometer, hour meter, water temperature and oil pressure with safety shut off.

30 gallon fuel tank

Water separator and fuel filter.

SUCTION IMPELLER AND HOUSING

Suction Impeller - 32" diameter with six 3/8" thick T-1 blades.

Impeller shaft - 2.5" diameter keyed

Impeller housing has replaceable T-1 steel liners.

Impeller housing is constructed of 3/16" high tensile steel, fully welded.

Impeller housing has a hinged inlet to allow inspection and maintenance without the need for tools.

Hinged inlet is equipped with a safety interlock switch to prevent impeller engagement when the inlet is open.

Hydraulic drive offers smooth engine to fan coupling eliminating the need for clutches or belt drives thus no maintenance for clutches or belt drives.

HOPPER

Gross capacity – 25 cubic yards

Constructed of 12 gauge High tensile steel.

Top tray style exhaust screens can be removed for cleaning without tools.

Single, top-hinged bubble door, hydraulically operated with in-cab control.

A safety interlock on the boom prevents dumping with the boom in the hopper-mounted cradle.

An audible alarm as well as an in-cab light is activated whenever the door is unlatched.

Two double-acting tilt cylinders dump the rear-hinged hopper to an angle of 52°.

SUCTION HOSE AND BOOM

Boom – Right side mounted 3 axis, hydraulic.

In-cab operation (All functions.)

Rotation is accomplished by a hydraulic motor w/gearbox.

Main boom and tip boom are actuated by hydraulic cylinders.

Boom support is hopper-mounted for transit. Safety interlock prevents dumping the hopper with the boom in transit position.

The boom is controlled with a multi-function joystick mounted in the cab.

Suction Hose - 16" diameter by 12 foot long wire reinforced flexible urethane with a reinforced steel nozzle that is attached below the boom with a multi-axis steel linkage.

HYDRAULIC SYSTEM

All hydraulic functions are powered by a PTO driven gear pump.

All cylinders and valves have SEA o-ring boss ports.

All cylinders are rated at 3,000 psi working pressure.

All cylinders have chrome rods.

Tailgate cylinders are equipped with restrictors to limit the lowering speed of the tailgate in the event of a sudden loss of fluid pressure.

All hoses are rated 4,000 psi working pressure with 4:1 burst.

A 50 gallon steel reservoir is equipped with a 10 micron cartridge return filter, and a 100 mesh suction filter.

The hydraulic reservoir is equipped with a ball type shut-off valve and a magnetic drain plug.

System must meet an ISO cleanliness standard of 20/18/13

LIGHTING AND ELECTRICAL

All lighting is LED, grommet-mounted, and meets FMVSS-108 standards.

Dual LED strobes front and rear

Backup alarm

Rear door open alarm with an audibly different tone than the reverse alarm.

Rear door open warning light at control panel in cab.

All wiring is color coded and protected by loom.

All electrical connectors are weatherproof automotive type.

The leaf collector has its own fuse block.

Back-up camera with 7" monitor.

PAINT

All steel surfaces are cleaned and pretreated with a phosphate solution.

All steel surfaces are coated with two coats of self-etching epoxy primer.

Two finish coats of polyurethane enamel are applied.

Mechanical components are black.

Hopper (body) is gloss white or optional custom color.

Conspicuity tape shall be applied per ANSI Z245 requirements.

RECOMMENDED CHASSIS

Cab to axle (CA)- 168 in. (25CY)

Minimum after frame- 40 in.

Front axle-12 K

Rear axle-21 K

GVW-33 K

Frame strength-110,000 psi

Dual or right hand steering for curbside view during operation



REQUEST FOR PROPOSALS

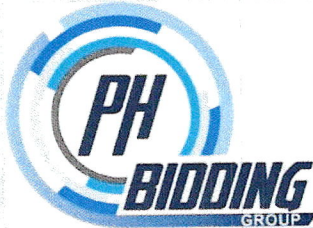
Un-Priced Technical Responses

To provide

**ONE (1) NEW LEAF/LITTER COLLECTION & COMPACTION UNIT
 BID # 2022-043PW**

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

Hosted By:



Publication Dates:..... October 21, 2022 and October 28, 2022

BID Response Deadline: November 10, 2022 at 2:00 PM

Reverse Auction Date:..... November 17, 2022 at 10:30 AM

ADVERTISEMENT FOR PROPOSALS

The City of Tupelo is seeking un-priced technical proposals from equipment dealers for:

ONE (1) NEW LEAF/LITTER COLLECTION & COMPACTION UNIT BID # 2022-043PW

Deadline for receipt of un-priced technical proposals is **November 10, 2022 at 2:00 PM**, Central Standard Time at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. Bidders may also submit responses electronically at www.tupelomsbids.com

Pursuant to MS Code 31-7-13 and House Bill 1109, this commodity will be procured through a multi-step procurement process, including a Reverse Auction. In Phase One, un-priced 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. City of Tupelo encourages vendor participation in this multi-step process. Complete instructions are provided in the specifications package.

Specifications and detailed instructions regarding the bid process may be obtained by visiting the website www.tupelomsbids.com. Specification response forms, along with all other required information detailed in the bid instructions should be submitted no later than **November 10, 2022 at 2:00 PM** per the detailed bid instructions. Un-priced Specification Response submissions will be evaluated, and vendors meeting the required specifications will be invited to participate in the **Electronic Reverse Auction process on November 17, 2022 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 insure that, in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

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

Jennifer Shempert
Purchasing Agent

Publishing Dates:

October 21, 2022 and October 28, 2022

(PHASE ONE OF A MULTI-STEP PROCUREMENT PROJECT)**ONE (1) NEW LEAF/LITTER COLLECTION & COMPACTION UNIT
BID # 2022-043PW****I. GENERAL**

The City of Tupelo will accept un-priced proposals for pre-qualification until **November 10, 2022 at 2:00 PM**, Central Standard Time, at City Hall, 71 East Troy Street, Tupelo, Mississippi 38804. If City Hall is closed for business at the time of the deadline, proposals will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The un-priced specification responses may also be submitted electronically at www.tupelomsbids.com. The responses will be evaluated, and vendors meeting the required specifications will be invited to participate in the online reverse auction process on **November 17, 2022, at 10:30 AM, Central Standard Time**. All un-priced proposals must be equal in performance and quality to the specifications.

II. UN-PRICED TECHNICAL RESPONSE INFORMATION:

There are several documents to submit in order to be considered for invitation to participate in the Reverse Auction and possible award on this project. Responses shall contain the following documentation at a minimum. SEE INSTRUCTIONS, FORMS & CHECKLISTS PROVIDED ON THE FOLLOWING PAGES.

Pricing will only be accepted through online reverse auction by approved responders per the instructions provided. It is understood that bidders who submit responses have read, understood and accepted these specifications as written, and by submitting a proposal, agree to meet the specifications as written. The City of Tupelo is a Tax-Exempt Government Entity.

To be considered, un-priced technical responses 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 responses are received with all required documentation included. Late and/or incomplete proposals will not be considered, however clarification or additional information may be requested by the city.

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

III. QUESTIONS

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

General questions regarding this request should be directed to Jennifer Shempert, Purchasing Agent, at the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The phone number is 662-841-6456. Email: Jennifer.shempert@tupeloms.org. For questions concerning the technical specifications, prospective bidders may contact Chuck Williams at Tupelo Water & Light Department. The phone number is 662-841-6463. Email: chuck.williams@tupeloms.gov

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

No oral explanations by any member of the City of Tupelo staff will be binding. Receipt of addenda must be acknowledged in writing. Submitting vendors shall be responsible for ensuring that they have received any and all addenda. All addenda will be posted at www.tupelomsbids.com and sent to everyone that has downloaded original bid documents from the website.

IV. RESPONSE OPENING

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

V. OTHER

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

- **Phase One** is the solicitation and receipt of un-priced technical proposals for consideration. Deadline for receipt of technical proposals is **2:00 PM on November 10, 2022**.
- **Phase Two** is the Reverse Auction Event in which bidders will provide priced bids for the equipment requested, based upon their approved technical proposal. If your un-priced technical proposal is approved as acceptable, you will be invited to enter the Reverse Auction Event and given detailed instructions by PH Bidding Group. PH Bidding Group can be contacted at 662-407-0193 or via email at cory@phbidding.com
- **Reverse Auction** is an auction event in which bidders submit pricing in a decreasing manner. In PH Bidding Group's 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. Bidders cannot see the pricing of other bidders or who they are bidding against.
- The reverse auction will begin on **November 17, 2022 at 10:30 AM CST**. The reverse auction will be set for a 30-minute time slot. Any bids submitted within the last 3 minutes of the bid will extend the bid time by an additional 3-minute extension and will continue until 3 minutes have gone by without a bid. At that point, the auction will end.
- More information regarding the live Reverse Auction event will be provided to the approved bidders in the invitation to participate.

VI. SPECIFICATION CLARIFICATION

It is the intent of these specifications to obtain a lighting system that will adequately meet the needs of the The City of Tupelo 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, model 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 equivalent components that the vendor feels best meets the needs of the City of Tupelo. It is the responsibility of the prospective bidder to review the entire Bid packet and to notify PH Bidding if the Specifications are formulated in a manner which would unnecessarily restrict competition. The City of Tupelo will decide based on the LOWEST and BEST products offered by the bidding participants.

VII. RESPONSE SUBMISSION INSTRUCTIONS

The following information applies to all responses. The documents listed below must be included in your proposal, whether submitted by envelope or by electronic method. **Electronic submission at www.tupelomsbids.com is the preferred method for receiving responses.**

1. UN-PRICED RESPONSE SUBMISSION BY SEALED ENVELOPE:

Prior to the deadline for receipt of un-priced technical responses, deliver your sealed envelope, marked as shown, to the City of Tupelo Purchasing Department, 71 East Troy Street, Tupelo, MS 38804. The envelope must be clearly marked with the Bidder's name and address on the outside and the following in the lower left corner:

UN-PRICED TECHNICAL PROPOSAL FOR
 ONE (1) NEW LEAF/LITTER COLLECTION AND COMPACTION UNIT
 BID # 2022-043PW
 RESPONSES DUE BY: NOVEMBER 10, 2022 at 2:00 PM

2. UN-PRICED RESPONSE SUBMISSION BY ELECTRONIC MEANS:

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

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

The following items should be included in the envelope or scanned in and included with your digital response:

- A. Submission Cover Letter (Form A)
- B. Completed Response Form (Form B)
- C. Product Brochures
- D. Warranty Information
- E. PH Bidding Supplier Agreement
- F. Any other information vendor would like for the City of Tupelo to consider

FORM A

**Submission Cover Letter
For
Un-priced Technical Proposal**

**ONE (1) NEW LEAF/LITTER COLLECTION AND COMPACTION UNIT
Bid # 2022-043PW**

.....
The undersigned proposes to provide one (1) **2022/2023 LEAF/LITTER COLLECTION AND COMPACTION UNIT** as per the specifications provided by the City of Tupelo and the subsequent proposal from the bidder named below.

If, after reviewing all vendor submissions, the City of Tupelo decides to invite your company, HOL-MAC Inc. (your company name), to submit priced bids, we agree to participate in the reverse auction, which will take place on **November 17, 2022 at 10:30 AM CST**. We understand that pricing will only be accepted through the electronic reverse auction process. (Detailed instructions regarding the reverse auction process will be emailed to all approved vendors.)

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

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

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

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

Printed Name: Manuel Shows
Title: Sales
Company Name: HOL-MAC Inc.
Email: shows.manuel@hol-mac.com
Phone: 601-764-7050

*FORM B***SPECIFICATION RESPONSE FORM****ONE (1) NEW LEAF/LITTER COLLECTION AND COMPACTION UNIT
Bid # 2022-043PW**

The undersigned proposes to furnish provide **ONE (1) NEW LEAF/LITTER COLLECTION AND COMPACTION UNIT** which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a 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.

GENERAL SPECIFICATIONS				
ITEM #		ACKNOWLEDGE		OFFERED (IF VARIANCE)
		YES	NO	
1	CHASSIS			
1.1	Truck Chassis must comply with federal specifications for safety and operation, State Laws and Federally mandated weight standards.	X		
2.1	Truck shall have (1) fuel tank, minimum 50-gallon capacity. Fuel tank shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied.	X		
3.1	Unit shall have a maximum height of 10-8" including the top of the exhaust stack	X		
2	ENGINE			
2.1	Engine shall be a 6-cylinder diesel that is 6.7 liter or larger. Minimum 260 HP	X		
2.2	The cooling system shall be protected to -34°F.	X		
2.3	Engine shall be equipped with air cleaner with safety element, spin-on fuel filter, full flow oil filter, and heated fuel/water separator	X		
2.4	The engine shall be equipped with an engine hour meter	X		
3	TRANSMISSION			
3.1	The chassis shall have an Allison 3500 RDS (Rugged Duty Service) automatic transmission. The transmission shall have a minimum of five (5) speeds forward and one (1) speed reverse.	X		
3.2	Transmission shift patterns shall be illuminated for night use.	X		
4	AXLES, WHEELS, AND BRAKES			
4.1	Front axle with leaf springs and shock absorbers shall be rated for 12,000 pounds.	X		
4.2	Rear axle with air spring suspension shall be rated for 21,000 pounds.	X		
4.3	Front and rear tires and rims shall all be interchangeable for safety and allow the interchange of tires.	X		
4.4	Rims shall be 8-hole steel hub piloted 22.5 x 8.25.	X		

ITEM #		ACKNOWLEDGE		OFFERED (IF VARIANCE)
		YES	NO	
4	AXLES, WHEELS, AND BRAKES (Continued)			
4.5	Brakes shall be full anti-lock air brakes with automatic slack adjusters. Brake drums shall have dust shields.	X		
4.6	Air system shall include an air dryer.	X		
4.7	Parking brake shall be spring applied rear wheel drum and shoe.	X		
5	CAB			
5.1	Steering shall be full power with dual operator controls. Left hand steering column shall have tilt steering wheel feature. Right hand steering column shall be fixed (not tilt wheel).	X		
5.2	Dual steering stations shall have throttle pedals, brake pedals and turn signals with dual dash instrumentation (includes: speedometer, tachometer, air brake system pressure, voltmeter, engine coolant temperature gauge, fuel level gauge, oil pressure gauge, and engine intake heater light) on at each operator's station.	X		
5.3	Each operating position shall have its own steering column and wheel.	X		
5.4	Unit shall include two (2) outside west coast type mirrors with lower 8-inch convex lens.	X		
5.5	Switches shall be clearly identified.	X		
5.6	Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster. Controls shall be accessible from both sides of the cab.	X		
5.7	Windshield wipers shall be two speed with intermittent feature and windshield washers.	X		
5.8	Cab shall have a rear window to provide visibility of packer	X		
5.9	Cab shall include an AM/FM radio.	X		
5.10	Cab doors shall be double wall with weather seal around door edges.	X		
5.11	Cab doors shall have power window for passenger side and crank window for the driver's side window.	X		
5.12	Cab doors shall have safety latches with key locks that are keyed the same.	X		
5.13	Cab shall have a dome light.	X		
5.14	Each operator position shall have adjustable sun visor.	X		
5.15	Cab doors shall have arm rests.	X		
5.16	Cab shall have at least one cup holder for use by operator.	X		
5.17	Cab shall have an electric fresh air heater, defroster, and air conditioning systems.	X		
5.18	All seats in cab shall be equipped with seat belts	X		

ITEM #		ACKNOWLEDGE		OFFERED (IF VARIANCE)
		YES	NO	
6	ELECTRICAL SYSTEM			
6.1	Vehicle lighting must meet all DOT standards.	X		
6.2	Chassis shall have two (2) maintenance free batteries rated at not less than 1500 CCA total, 12 volt.	X		
6.3	Chassis engine shall have a 160-amp alternator.			
6.4	Engine fuel level, water temp, oil pressure, voltmeter, speedometer, and tachometer gauges shall be located for good vision from both operator positions.	X		
6.5	All wiring circuits shall be protected with either circuit breakers or fuses as determined by the manufacturer and must be color coded or numbered.	X		
6.6	Chassis shall have a backup alarm.	X		
6.7	Chassis shall have dual halogen headlights.	X		
7	SUCTION FAN SYSTEM			
7.1	Single engine design. Auxiliary engine unit is not permissible.		X	74 hp Aux Engine
7.2	Fan is direct drive with a hydraulic Motor.		X	Engine Driven
7.3	Fan is supported by OHLA that is lubricated and cooled by the hydraulic system		X	
7.4	Fan system is removable so unit can be used for refuse collection.		X	Fixed Unit
8	SUCTION HOSE SUPPORT BOOM			
8.1	Boom shall be located under the suction hose for better clearance under trees and other obstacles.		X	Located Above Hose
8.2	Boom to rotate with Hydraulic actuator. No chains permitted.	X		
8.3	Boom controlled by a joystick in the cab by the driver of the unit	X		
8.4	Boom mounted to brackets on the side of the body that can also be used to attach a cart flipper when the boom is removed.		X	
9	LEAF/REFUSE COLLECTION BODY			
9.1	The body floor shall be 1 piece and constructed of 3/16" abrasion resistant (AR 400) with a minimum of 360 Brinell.		X	3/16 inch Steel
9.2	The body sides and roof shall be curved and shall be constructed of 11-gauge ASTM 715 GR 50 ultimate tensile strength 50,000-PSI sheet steel.		X	Straight
9.3	The body shall be curved and of the side-loading design and the body shall have a capacity of 18 cubic yards, excluding the hopper. The pack panel must extend to the rear of the body to unload the debris. Tip to dump unloading is not acceptable.		X	25 Cubic Yards Tip to Unload
9.4	A neoprene seal shall be incorporated between the tailgate and body to provide a watertight seal for a depth of 9".		X	
9.5	The tailgate shall be released, opened closed and locked with two (2) double acting, 3" bore, hydraulic cylinders from controls located on the LH side of the body behind the hopper opening.		X	In-Cab Controls

ITEM #		ACKNOWLEDGE		OFFERED (IF VARIANCE)
		YES	NO	
10	HOPPER			
10.1	Hopper floor shall be constructed of 3/16" abrasion resistant AR 400 having a min. hardness of 360 Brinell.		X	3/16 Inch Steel
10.2	Hopper capacity shall be minimum of one (1) cubic yard.		X	
11	HYDRAULIC SYSTEM			
11.1	Minimum 35-gallon capacity hydraulic reservoir shall be provided for hydraulic system.	X		
11.2	Pump shall be direct drive with one section of the pump dedicated to the packer and the other section Dedicated to the leaf collection system. The pump may be driven by a hot shift PTO or direct drive for pack-on-the-go capability.		X	No Packing Option
11.3	Unit shall be equipped with a hydraulic cooling and filtration system with a minimum capacity of 50 gpm.	X		
11.4	A suction strainer shall be installed in the hydraulic reservoir.	X		
11.5	A hydraulic fluid level sight gauge shall be installed on the hydraulic reservoir.	X		
11.6	All hydraulic fittings shall be a minimum of 37° JIG, flat-faced o-ring or o-ring boss seal.	X		
11.7	The packer control valve shall provide an automatic packing cycle in less than 15 seconds by means of a hydraulically de-tented spool.		X	No Packer
12	PACKING SYSTEM			
12.1	The body shall include a bulkhead to partially separate the body from the hopper and to prevent debris from falling back into the hopper when the packing panel is retracting, to create a barrier that allows max-imum continuous compaction and to minimize pinch points to meet ANSI Z245.1 Safety Standards.		X	No Packer
12.2	Packing panel shall have a four-section follow plate to allow for loading regardless of pack panel position and to prevent excess amounts of debris from accumulating behind panel.		X	
12.3	Follow plate rollers shall not require greasing or adjustment. Packing system shall displace debris into the body at a rate of four (4) cubic yards per minute.		X	
13	CONTROL AND ELECTRICAL SYSTEM			
13.1	An in-cab control console shall be located inside the cab of the truck within easy view and reach of the driver.	X		
13.2	A lamp on the console shall indicate when the power take-off is engaged, and the packer system is turned on.	X		
13.3	The Tailgate shall have an open alarm that will notify the driver the tailgate is not closed	X		
13.4	The tailgate open alarm shall use a solid-state proximity switch with a Deutchsh connector.	X		
13.5	All wiring shall be loomed and secured for protection against physical damage	X		
13.6	An external audio alarm shall automatically activate when the truck is in reverse gear or when the tailgate is opening or closing.	X		

ITEM #		ACKNOWLEDGE		OFFERED (IF VARIANCE)
		YES	NO	
14	LIGHTING			
14.1	All lighting shall meet DOT and State requirements.	X		
14.2	Front and rear directional lights with flasher shall be provided.	X		
14.3	All dash instruments, gauges, etc. shall be illuminated.	X		
14.4	A cab dome light shall be provided	X		
14.5	Back-up shall automatically come on when the transmission is in reverse.	X		
14.6	The rear license plate light and side reflectors shall be illuminated.	X		
15	PAINT			
15.1	All visible exterior metallic surfaces shall be painted with polyurethane Axalta Elite or equivalent prior to assembly.	X		Equivalent

List chassis manufacture (Make/Model/Year): Freightliner // M2-106 // 2024

List module manufacture (Make/Model/Year): Pac-Mac // Leaf Vac // 2023

Delivery Time: 350 Days (Calendar Days)

Bid is: as per specifications, taking no exceptions

 X taking only those specification exceptions listed below or by letter attached and referenced to page numbers specified

Exceptions/Explanations: See Response Form

BIDDER INFORMATION

Company Name: Hol-Mac Inc.

Address: 160 Commerce Drive

City: Bay Springs

State: Mississippi

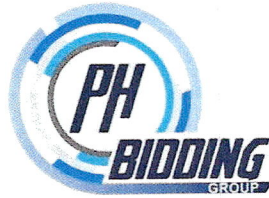
Zip: 39422

Company Representative: Manuel Shows

Title: Sales

Signature: Manuel Shows

Date: 10/10/2022



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

TERMS OF USE

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

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

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

Definitions:

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

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

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

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

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

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

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

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

5 – PH Bidding Group shall provide basic training and basic instruction 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.

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.

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.

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: Hol-Mac Inc.

Authorized Representative (Printed Name): Manuel Shows

Title of Authorized Representative: Sales

Billing Information:

Email Address: shows.manuel@hol-mac.com

Physical Address: 160 Commerce Drive
Bay Spring, MS 39422

Mailing Address (if different): _____

Office Phone: 800-844-3019

Mobile Phone: 601-764-7050

Signature: Manuel Shows

Date: 10/10/2022

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

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

FORM B

SPECIFICATION RESPONSE FORM

**ONE (1) NEW LEAF/LITTER COLLECTION AND COMPACTION UNIT
Bid # 2022-043PW**

The undersigned proposes to furnish provide **ONE (1) NEW LEAF/LITTER COLLECTION AND COMPACTION UNIT** which meets the specifications provided. The undersigned certifies that the minimum specifications, terms and conditions contained in this BID have been considered and understood. By submitting a 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.

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2.1	Truck shall have (1) fuel tank, minimum 50-gallon capacity. Fuel tank shall be easily accessible without raising or shifting any components. A fuel gauge, in cab, shall be supplied.	Yes		
3.1	Unit shall have a maximum height of 10-8" including the top of the exhaust stack	Yes		
2	ENGINE			
2.1	Engine shall be a 6-cylinder diesel that is 6.7 liter or larger. Minimum 260 HP	Yes		L9 Cummins 300 HP
2.2	The cooling system shall be protected to -34°F.	Yes		
2.3	Engine shall be equipped with air cleaner with safety element, spin-on fuel filter, full flow oil filter, and heated fuel/water separator	Yes		
2.4	The engine shall be equipped with an engine hour meter	Yes		
3	TRANSMISSION			
3.1	The chassis shall have an Allison 3500 RDS (Rugged Duty Service) automatic transmission. The transmission shall have a minimum of five (5) speeds forward and one (1) speed reverse.	Yes		
3.2	Transmission shift patterns shall be illuminated for night use.	Yes		
4	AXLES, WHEELS, AND BRAKES			
4.1	Front axle with leaf springs and shock absorbers shall be rated for 12,000 pounds.	Yes		
4.2	Rear axle with air spring suspension shall be rated for 21,000 pounds.	Yes		
4.3	Front and rear tires and rims shall all be interchangeable for safety and allow the interchange of tires.	Yes		
4.4	Rims shall be 8-hole steel hub piloted 22.5 x 8.25.		NO	10-Lug Aluminum front and rear

MB

Vacuum Truck Sales & Service, LLC

ITEM #		ACKNOWLEDGE		OFFERED (IF VARIANCE)
		YES	NO	
4	AXLES, WHEELS, AND BRAKES (Continued)			
4.5	Brakes shall be full anti-lock air brakes with automatic slack adjusters. Brake drums shall have dust shields.	Yes		
4.6	Air system shall include an air dryer.	Yes		
4.7	Parking brake shall be spring applied rear wheel drum and shoe.	Yes		
5	CAB			
5.1	Steering shall be full power with dual operator controls. Left hand steering column shall have tilt steering wheel feature. Right hand steering column shall be fixed (not tilt wheel).	Yes		
5.2	Dual steering stations shall have throttle pedals, brake pedals and turn signals with dual dash instrumentation (includes: speedometer, tachometer, air brake system pressure, voltmeter, engine coolant temperature gauge, fuel level gauge, oil pressure gauge, and engine intake heater light) on at each operator's station.	Yes		
5.3	Each operating position shall have its own steering column and wheel.	Yes		
5.4	Unit shall include two (2) outside west coast type mirrors with lower 8-inch convex lens.	Yes		
5.5	Switches shall be clearly identified.	Yes		
5.6	Cab interior environment shall be fully air-conditioned including a fresh air heater/ventilator/defroster. Controls shall be accessible from both sides of the cab.	Yes		
5.7	Windshield wipers shall be two speed with intermittent feature and windshield washers.	Yes		
5.8	Cab shall have a rear window to provide visibility of packer	Yes		
5.9	Cab shall include an AM/FM radio.	Yes		
5.10	Cab doors shall be double wall with weather seal around door edges.	Yes		
5.11	Cab doors shall have power window for passenger side and crank window for the driver's side window.	Yes		
5.12	Cab doors shall have safety latches with key locks that are keyed the same.	Yes		
5.13	Cab shall have a dome light.	Yes		
5.14	Each operator position shall have adjustable sun visor.	Yes		
5.15	Cab doors shall have arm rests.	Yes		
5.16	Cab shall have at least one cup holder for use by operator.	Yes		
5.17	Cab shall have an electric fresh air heater, defroster, and air conditioning systems.	Yes		
5.18	All seats in cab shall be equipped with seat belts	Yes		

Vacuum Truck Sales & Service, LLC

ITEM #		ACKNOWLEDGE		OFFERED (IF VARIANCE)
		YES	NO	
6	ELECTRICAL SYSTEM			
6.1	Vehicle lighting must meet all DOT standards.	Yes		
6.2	Chassis shall have two (2) maintenance free batteries rated at not less than 1500 CCA total, 12 volt.	Yes		
6.3	Chassis engine shall have a 160-amp alternator.	Yes		
6.4	Engine fuel level, water temp, oil pressure, voltmeter, speedometer, and tachometer gauges shall be located for good vision from both operator positions.	Yes		
6.5	All wiring circuits shall be protected with either circuit breakers or fuses as determined by the manufacturer and must be color coded or numbered.	Yes		
6.6	Chassis shall have a backup alarm.	Yes		
6.7	Chassis shall have dual halogen headlights.	Yes		
7	SUCTION FAN SYSTEM			
7.1	Single engine design. Auxiliary engine unit is not permissible.	Yes		
7.2	Fan is direct drive with a hydraulic Motor.	Yes		
7.3	Fan is supported by OHLA that is lubricated and cooled by the hydraulic system	Yes		
7.4	Fan system is removable so unit can be used for refuse collection.	Yes		
8	SUCTION HOSE SUPPORT BOOM			
8.1	Boom shall be located under the suction hose for better clearance under trees and other obstacles.	Yes		
8.2	Boom to rotate with Hydraulic actuator. No chains permitted.	Yes		
8.3	Boom controlled by a joystick in the cab by the driver of the unit	Yes		
8.4	Boom mounted to brackets on the side of the body that can also be used to attach a cart flipper when the boom is removed.	Yes		
9	LEAF/REFUSE COLLECTION BODY			
9.1	The body floor shall be 1 piece and constructed of 3/16" abrasion resistant (AR 400) with a minimum of 360 Brinell.	Yes		
9.2	The body sides and roof shall be curved and shall be constructed of 11-gauge ASTM 715 GR 50 ultimate tensile strength 50,000-PSI sheet steel.	Yes		
9.3	The body shall be curved and of the side-loading design and the body shall have a capacity of 18 cubic yards, excluding the hopper. The pack panel must extend to the rear of the body to unload the debris. Tip to dump unloading is not acceptable.	Yes		
9.4	A neoprene seal shall be incorporated between the tailgate and body to provide a watertight seal for a depth of 9".	Yes		
9.5	The tailgate shall be released, opened closed and locked with two (2) double acting, 3" bore, hydraulic cylinders from controls located on the LH side of the body behind the hopper opening.	Yes		

Vacuum Truck Sales & Service, LLC

ITEM #		ACKNOWLEDGE		OFFERED (IF VARIANCE)
		YES	NO	
10	HOPPER			
10.1	Hopper floor shall be constructed of 3/16" abrasion resistant AR 400 having a min. hardness of 360 Brinell.	Yes		
10.2	Hopper capacity shall be minimum of one (1) cubic yard.	Yes		
11	HYDRAULIC SYSTEM			
11.1	Minimum 35-gallon capacity hydraulic reservoir shall be provided for hydraulic system.	Yes		
11.2	Pump shall be direct drive with one section of the pump dedicated to the packer and the other section Dedicated to the leaf collection system. The pump may be driven by a hot shift PTO or direct drive for pack-on-the-go capability.	Yes		
11.3	Unit shall be equipped with a hydraulic cooling and filtration system with a minimum capacity of 50 gpm.	Yes		
11.4	A suction strainer shall be installed in the hydraulic reservoir.	Yes		
11.5	A hydraulic fluid level sight gauge shall be installed on the hydraulic reservoir.	Yes		
11.6	All hydraulic fittings shall be a minimum of 37° JIG, flat-faced o-ring or o-ring boss seal.	Yes		
11.7	The packer control valve shall provide an automatic packing cycle in less than 15 seconds by means of a hydraulically de-tented spool.	Yes		
12	PACKING SYSTEM			
12.1	The body shall include a bulkhead to partially separate the body from the hopper and to prevent debris from falling back into the hopper when the packing panel is retracting, to create a barrier that allows maximum continuous compaction and to minimize pinch points to meet ANSI Z245.1 Safety Standards.	Yes		
12.2	Packing panel shall have a four-section follow plate to allow for loading regardless of pack panel position and to prevent excess amounts of debris from accumulating behind panel.	Yes		
12.3	Follow plate rollers shall not require greasing or adjustment. Packing system shall displace debris into the body at a rate of four (4) cubic yards per minute.	Yes		
13	CONTROL AND ELECTRICAL SYSTEM			
13.1	An in-cab control console shall be located inside the cab of the truck within easy view and reach of the driver.	Yes		
13.2	A lamp on the console shall indicate when the power take-off is engaged, and the packer system is turned on.	Yes		
13.3	The Tailgate shall have an open alarm that will notify the driver the tailgate is not closed	Yes		
13.4	The tailgate open alarm shall use a solid-state proximity switch with a Deutsch connector.	Yes		
13.5	All wiring shall be loomed and secured for protection against physical damage	Yes		
13.6	An external audio alarm shall automatically activate when the truck is in reverse gear or when the tailgate is opening or closing.	Yes		

Vacuum Truck Sales & Service, LLC

ITEM #		ACKNOWLEDGE		OFFERED (IF VARIANCE)
		YES	NO	
14	LIGHTING			
14.1	All lighting shall meet DOT and State requirements.	Yes		
14.2	Front and rear directional lights with flasher shall be provided.	Yes		
14.3	All dash instruments, gauges, etc. shall be illuminated.	Yes		
14.4	A cab dome light shall be provided	Yes		
14.5	Back-up shall automatically come on when the transmission is in reverse.	Yes		
14.6	The rear license plate light and side reflectors shall be illuminated.	Yes		
15	PAINT			
15.1	All visible exterior metallic surfaces shall be painted with polyurethane Axalta Elite or equivalent prior to assembly.	Yes		

List chassis manufacture (Make/Model/Year): 2024 Freightliner M2 106

List module manufacture (Make/Model/Year): 2023/2024 Curbtender 18_YD VACPAK

Delivery Time: 120-Days ARC (After Receipt of Chassis) (Calendar Days)

Bid is: _____ as per specifications, taking no exceptions

Yes taking only those specification exceptions listed below or by letter attached and referenced to page numbers specified

Exceptions/Explanations: Page 7 reference 4.4, calls for 8-lug steel wheels, chassis has 10-lug aluminum wheels front and rear.



Vacuum Truck Sales & Service, LLC

BIDDER INFORMATION

Company Name: Vacuum Truck Sales and Service, LLC

Address: 408 HWY 49 South

City: Richland

State: Mississippi

Zip: 39218

Company Representative: Mike Baucom

Title: VTSS/VTR Location Manager, Sales Representative

Signature: Mike Baucom

Date: 11/10/2022



AGENDA REQUEST

TO: Mayor and City Council
FROM: Alex Farned, Director
DATE: December 9, 2020
SUBJECT: IN THE MATTER OF SOLE SOURCE FOR TURF TANK FIELD MARKING
GPS ROBOT AF

Request:

I would like to recommend to the Mayor and City Council to approve the following sole source for the Tupelo Parks and Recreation from Turf Tank in the amount of \$46,500.

Turf Tank Field Marking GPS Robot

See attached quote.



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

Rosezlia (Rosie) Jones
Ward Seven

December 9, 2022

Todd Jordan
Mayor, City of Tupelo
PO Box 1485
Tupelo, MS 38802

Dear Mayor Jordan,

I am asking that you and the City Council approve the purchase of a turf tank field marking GPS robot for the Tupelo Parks and Recreation as a sole source purchase. This particular robot is manufactured by Turf Tank and is the only distributor in North America. This piece of equipment will be very useful to us when we paint 15 soccer fields for recreational and competitive play. The cost of the GPS robot is \$46,500 and we do have the funds in our budget to make this purchase.

If you have any questions or concerns please call or email me at 662-841-6440 or alex.farned@tupeloms.gov.

Sincerely,

Alex Farned, M.S.
Director, Tupelo Parks and Recreation



TURF TANK®
WWW.TURFTANK.COM

1/1/2022

To whom it may concern –

Please accept this letter as our assurance and validation that:

Sole Source Statement:

Turf Tank is the exclusive sole distributor in North America for the Intelligent One Field Marking Robot manufactured by Intelligent Marking. In addition, this product is considered a “sole source” provided product in that only the ION Robot incorporates the integration of an on-site ground base station, eliminating the reliance of a 3rd party network provider to operate. Additionally, this product is designed as a 4-wheeled autonomous GPS robot, creating the highest level of accuracy and stability for the consumer.

Additionally, Turf Tank is the sole source of providing the warranty, service, support and upgrades which is built into the Customer Care Plan that is billed annually to the customer.

Sincerely,

Ryan Stubbe

VP of Sales & Marketing

Turf Tank

877-396-4094 (Office)

ryan.stubbe@turftank.com | www.TurfTank.com



[MS] Tupelo Parks and Recreation - Plus Outright

[MS] Tupelo Parks and Recreation
655 Rutherford Rd
Tupelo, MS 38801
United States

Alex Farned
Deputy Director Parks and rec
alex.farned@tupeloms.gov
(662) 841-6440

Reference: 20221028-074829641
Quote created: October 28, 2022
Quote expires: January 26, 2023
Quote created by: Hunter Pratt
Gulf Coast Territory Manager - LA, MS, &
AL
hunter.pratt@turftank.com
+1 (225) 408-9450

Comments from Hunter Pratt
Customer Care Plan is included in year one and available after at an annual cost of \$3,999.

Products & Services

Item & Description	Quantity	Unit Price	Total
US - Turf Tank Plus Package - Outright Purchase Includes: - GPS Paint Robot + GPS Package - Continuous Software Improvements - Free Form Text Creation - Standard Geometry Package - Extended Geometry Package - Paint: \$2,000 Allotment of Paint (White) - (2) Robot Batteries - Customer Support: Normal Business Hours (Mon-Fri) - Hardware Warranty Program: Limited (Excludes Consumables) - Standard Turf Tank Accessories	1	\$45,000.00	\$45,000.00

US - Turf Tank Plus Package - Upfront	1	\$1,500.00	\$1,500.00
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Implementation Cost

Includes:

- Configuration & Shipping of Robot
- Secure Inventory & Lock in Installation Date
- Product Training & Online Resources

US - Turf Tank Plus Package - Customer	1	\$3,999.00 / year	\$3,999.00 / year
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Care Plan

Includes:

- Customer Support: Normal Business Hours (Mon-Fri)
- Hardware Warranty: Limited (Excludes Consumables)
- Continuous Software Improvements
- \$2,000 Allotment of Paint (White)

Subtotals

Annual subtotal			\$3,999.00
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One-time subtotal			\$46,500.00
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Other Fees

Year One Customer Care Plan Discount			-\$3,999.00
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Total			\$46,500.00
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CONTRACT FOR NORTHEAST MISSISSIPPI UMPIRE ASSOCIATION

THIS CONTRACT entered into this day by and between the City of Tupelo, Mississippi (hereinafter referred to as "City"), and the Northeast Mississippi Umpire Association (hereinafter referred to as ("NEMUA")).

City hereby retains the services of NEMUA to provide umpires and scorekeepers for all City of Tupelo adult and youth league softball games and all City-sponsored weekend tournament games for a term commencing on October 1, 2020 and ending on September 30, 2021.

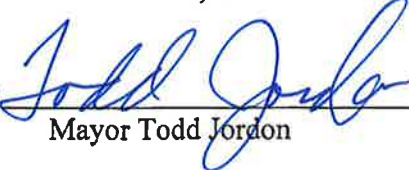
City agrees to pay NEMUA the amount of (\$25.00) per umpire for each youth and adult slow pitch game and (\$35.00) per umpire for each youth fast pitch game, and (\$15.00) per scorekeepers for each game, this includes the assignment fee, worked during the term of this contract. If an official has to work a game by him or her self, he or she will be paid a game and a half. One check made payable to NEMUA will be issued by the City on the day after each City Council meeting during the term of this contract. NEMUA agree to provide a request for payment to the City of Tupelo Budget and Accounting office by the Tuesday preceding each regularly scheduled City Council meeting during the term of this contract.

City agrees to provide NEMUA with a schedule for league games at least one (1) week prior to season opener and one (1) week prior to any City sponsored weekend tournament. NEMUA agrees that all umpires must report for duty fifteen (15) minutes prior to game time.

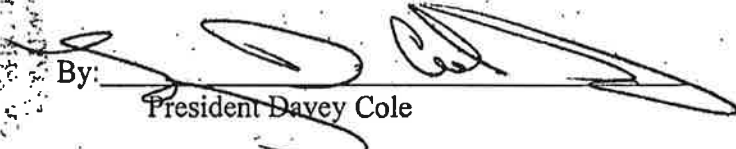
As additional consideration for this contract, NEMUA agrees to abide by all City of Tupelo ordinances, policies and safety requirements. NEMUA agrees that all officials assigned to work local league games will sign a criminal background check authorization form. NEMUA further agrees to hold harmless the City of Tupelo from any claim for damages or injuries

resulting from said provision of professional services. Dated this the 20th day of December, 2022.

CITY OF TUPELO, MISSISSIPPI

By: 
Mayor Todd Jordan

NORTHEAST MISSISSIPPI UMPIRE
ASSOCIATION

By: 
President Davey Cole



AGENDA REQUEST

TO: Mayor and City Council

FROM: Alex Farned, Director of Parks and Recreation

DATE: December 9, 2022

SUBJECT: IN THE MATTER OF TUPELO SPORTS COUNCIL DONATING A
COMPUTER TO THE CITY OF TUPELO AF

Request:

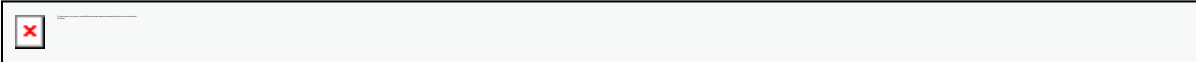
The Tupelo Sports Council would like to donate a Microsoft Surface Laptop 3 13.5-Inch computer to the City of Tupelo Oren Dunn City Museum. Sports Council purchased the computer in the amount of \$427.23. Serial #017659703457 Location: Oren Dunn City Museum

See attached invoice.

Deana Carlock

From: TechSoup <customerservice@techsoup.org>
Sent: Monday, May 23, 2022 8:49 AM
To: Deana Carlock
Cc: Deana Carlock
Subject: Confirmation of Request Number 3437900

We're processing your request.



Thanks for placing a request through TechSoup.

Hi, Tupelo Youth Sports Council Inc.

During checkout, you selected the option to pay by electronic check. Your account will be debited after 1 to 2 business days of processing.

We'll process your request in approximately 2 to 3 business days. For most requests, you'll receive another email at that time with detailed instructions about how to obtain your requested items or a delivery estimate for physical items. You can always find those emails in your account under [Fulfillment Emails](#).

If your organization's nonprofit status is not yet verified by us, your request will not be fulfilled until we've confirmed your eligibility.

You can view the status of your request at any time in [your account](#).

Products Requested

Title: Microsoft Surface Laptop 3 13.5-Inch, Core i5-1035G7, Windows 10
Quantity: 1
Item Price: \$470.00

Sales tax: \$27.23
Shipping: \$0.00 (Ground)
Total: \$497.23

Donation Request Details

Your donation request number: 3437900
Requested on: 5/23/2022 6:48:51 AM
Requested by: Deana Carlock
Tupelo Youth Sports Council Inc
655 Rutherford Road

Tupelo MS 38801

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Tupelo Convention & Visitors Bureau Board Meeting
Tuesday, December 6, 2022

The Tupelo Convention & Visitors Bureau met Tuesday, December 6, 2022, at 2 p.m. in the Tupelo CVB boardroom. Board members present were Neal McCoy, Dimple Patel, Louis Britton, Leslie Nabors and Chauncey Godwin. Tupelo CVB staff members present were Jennie Bradford Curlee and Stephanie Moody-Coomer. Kim Hanna and Nettie Davis represented the City of Tupelo.

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

Leslie Nabors moved for approval of the agenda, Louis Britton seconded the motion. All voting aye, the motion carried.

Dimple Patel moved for approval of the minutes from the board meeting held in November 1st with the correction of a date in the first line to November 1, 2022. Louis Britton seconded the motion. All voting aye, the motion carried.

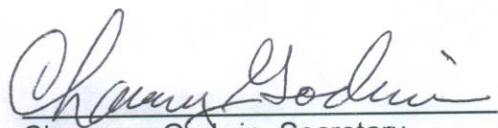
Kim Hanna presented the financial reports.


Jennie Bradford Curlee and Stephanie Coomer presented staff reports.

Chauncey Godwin moved to increase salary ranges for each staff position as presented. Louis Britton seconded the motion. All voting aye, the motion carried.

The meeting adjourned at 2:32 p.m.

Submitted by:


Chauncey Godwin, Secretary


Neal McCoy, Executive Director



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Director

DATE December 14, 2022

SUBJECT: IN THE MATTER OF CVB INT'L TRAVEL FEB. 3-10, 2023 NM

Request:

Approval of International Travel for Jennie Bradford Curlee



December 7, 2022

Mayor Todd Jordan
Mr. Buddy Palmer, Council President
Mr. Lynn Bryan
Mr. Travis Beard
Ms. Nettie Davis
Ms. Janet Gaston
Ms. Rosie Jones
Mr. Chad Mims

Dear Mayor Jordan and City Council,

I am requesting approval of international travel for Jennie Bradford Curlee. She will participate in Travel South USA's Brazil Sales and Media Mission in Rio de Janeiro and Sao Paulo, Brazil, February 3-10, 2023. This event will offer Travel South USA Global Partner destinations an opportunity to build relationships with key tour operators, travel agencies, airlines, and media. The mission will include pre-scheduled workshops with tour operators, one-on-one networking at media and trade events, and sales lead reporting following the mission.

The maximum per diem rate is \$386 and the total travel cost estimated for this trip is \$4,000 (meals, hotels, airfare, and transfers).

Sincerely,

Neal McCoy
Executive Director



tupelo.net

P.O. Drawer 47 • 399 East Main St. • Tupelo, MS 38802 • #MyTupelo



AGENDA REQUEST

TO: Mayor and City Council

FROM: Neal McCoy, Director

DATE December 14, 2022

SUBJECT: IN THE MATTER OF REJECT RFP NO.MUD22-01 NM

Request:

Reject RFP No. MUD22-01 for Gravlee Hardware and Ice Plant

Mayor Jordan,

RFP No. MUD22-01 (Gravlee and Ice Plant sites) received only one entry from an interested development group. The development group that submitted a document did not submit five of the six required documents in order for us to properly review their proposal. We do not feel that we have enough information to evaluate the proposal due to the fact that we only received a site plan and no other documents requested in the RFP process.

The group that submitted did not attend the pre-submittal conference that would allow them to ask specific questions or get further information. The one document that was submitted by this group did not indicate that this project would be compliant with our MUD design guidelines nor did it address an emphasis on a “pedestrian friendly area that encourages outdoor gatherings”. The other five documents that were missing were:

- 1) Letter of interest with a purchase offer
- 2) List of previously completed projects of similar size and scope
- 3) Statement of proposer’s capacity to finance the purchase and development of property
- 4) Project timeline, preliminary engineering and statement of readiness

With these items missing and the lack of attendance at the pre-submittal conference, we do not feel that we could enter into negotiations with this group with confidence that we would get a project that would meet the city’s expectations. We recommend meeting with this group and explaining what was missing from their proposal and declining their proposal.

We would like to take some time and reevaluate the use of this space for short term and long-term use. This would also give us some time to get feedback from local banks and developers about timing and how to attract more attention for proposals.

Respectfully,

Neal

Jenny

Lucia

McCoy

Savely

Randle



AGENDA REQUEST

TO: Mayor and City Council
FROM: Neal McCoy, Director
DATE December 14, 2022
SUBJECT: IN THE MATTER OF APPROVAL OF CONTRACT SALE OF PROPERTY
NM

Request:

Approval of Contract of Sale of Property near 322 West Main St. to Bostick North MS Rentals LLC.

CONTRACT OF PURCHASE

THIS AGREEMENT entered into this the 8th day of December, 2022, by and between the **CITY OF TUPELO, MISSISSIPPI**, a municipal corporation existing under the laws of the State of Mississippi (hereinafter referred to as "Seller"), and **BOSTICK NORTH MS RENTALS, LLC.**, a Mississippi limited liability company (hereinafter referred to as "Purchaser" or "Buyer"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at or near 322 W. Main Street in the City of Tupelo, Mississippi, hereinafter the "Subject Property," and the purchase shall be subject to the terms stated herein. The Subject Property is more particularly described below:

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 45 OF THE WEATHERFORD & HILDEBRAND SURVEY OF THE CITY OF TUPELO, THE SAME BEING BLOCK 45 OF THE ROBERTSON MAP AND LOT 45 OF THE HARRIS & THOMASON SURVEY, THE SAME BEING THE INTERSECTION OF THE NORTH LINE OF MAIN STREET (100 FT. R.O.W.) AND THE EAST LINE OF GREEN STREET (66 FT. R.O.W.), SAID POINT BEING ESTABLISHED ON A MANHOLE AT STATE PLANE COORDINATES, MS EAST ZONE, NAD83, NORTH 1730712.06 FT., EAST 1022454.94 FT., CONVERGENCE 0°04'16.22", SCALE FACTOR 0.99995167 AND RUN THENCE NORTH 88 DEGREES 45 MINUTES 11 SECONDS EAST ALONG THE NORTH LINE OF MAIN STREET FOR A DISTANCE OF 50.00 FT. TO A MAG NAIL (SET) AT STATE PLANE COORDINATES, MS EAST ZONE, NAD83, NORTH 1730713.58 FT., EAST 1022524.93 FT., CONVERGENCE 0°04'16.69", SCALE FACTOR 0.99995168 FOR A POINT OF BEGINNING; THENCE RUN NORTH 01 DEGREES 16 MINUTES 49 SECONDS WEST ALONG THE EAST LINE OF THE W.M. DICKERSON, JR. PROPERTY (DEED BOOK 1611 PAGE 243) FOR A DISTANCE OF 50.00 FT. TO A CAPPED 1/2 INCH REBAR (SET); THENCE RUN NORTH 88 DEGREES 45 MINUTES 11 SECONDS EAST FOR A DISTANCE OF 93.08 FT. TO A DRILLED HOLE IN THE CONCRETE; THENCE RUN SOUTH 01 DEGREES 16 MINUTES 49 SECONDS EAST FOR A DISTANCE OF 50.00 FT. TO A DRILLED HOLE ON THE TOP OF A CONCRETE WALL OR CURB ON THE NORTH LINE OF MAIN STREET; THENCE RUN SOUTH 88 DEGREES 45 MINUTES 11 SECONDS WEST ALONG THE NORTH LINE OF MAIN STREET FOR A DISTANCE OF 93.08 FT. TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 9 SOUTH, RANGE 6 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI AND CONTAINS 4653.9 SQUARE FEET, 0.107 ACRES.

1. PRICE. The purchase price of the Subject Property shall be Ninety-seven Thousand Five Hundred Dollars (\$97,500) being the average of two fair market appraisals. The purchase price is due and payable at closing.
2. CLOSING. Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property free of all liens, encumbrances, defects and clouds on title, whether of record or not, and with taxes not delinquent. If any defects to title exist, Seller shall have the right to cure any such defects at closing. In the event that any defects to title cannot be cured by the date of closing, Purchaser shall have the right to terminate its obligations under this agreement.

The Subject Property shall be subject to covenants, zoning, and other regulations of record in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage and utilities whether of record or not.

3. CLOSING COSTS. Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. The closing of the Subject Property shall be facilitated by a licensed Mississippi attorney specializing in real property transactions. Buyer and Seller shall mutually agree on the hiring of a closing attorney to facilitate the transaction.
4. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express of implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 90-days after the execution of this agreement. Possession shall take place immediately at closing.
6. MINERAL RIGHTS. Seller shall retain all of its mineral rights to the Subject Property, together with the right of ingress and egress to remove the same.
7. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a real estate broker and that no real estate commissions are due in regard to the sale of the subject property as detailed in this agreement.

8. **GOVERNING LAW.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
9. **VENUE.** In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
10. **DEFAULT.** If the sale of the Real Property does not close as a result of default by either party hereunder, the non-defaulting party may seek specific performance and/or recover its damages.
11. **SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
12. **ADDITIONAL TERMS.** All structures built on the Subject Property shall be subject to the design provisions contained in the City of Tupelo Development Code including, but not limited to, all requirements of the Mixed-Use Downtown zoning district, amended 2022. Nothing in this provision shall be construed to limit the applicability of any other building, construction, zoning or related code, ordinance, or regulation enforceable within the boundaries of the city of Tupelo, Mississippi.
13. **SELLER'S RIGHT TO REPURCHASE.** Purchaser shall obtain from the City of Tupelo a construction permit for the construction of a commercial or mixed-use building on the Subject Property within the immediate 12-months after the date of closing. In the event that this requirement is not met, the Seller for a period of 1-year thereafter shall have the right to repurchase the Subject Property for the amount of the original purchase price. The Seller's right of repurchase shall be a covenant on the land and shall extend to any subsequent purchasers of the Subject Property or any portion thereof.
14. **CONTRACT RATIFICATION.** The terms of this agreement shall be subject to ratification by the governing authorities of the City of Tupelo, Mississippi.
15. **NOTICE.** All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

PURCHASER:

Bostick North MS Rentals, LLC.
 Attn: Josh Bostick
 63 Arrowhead Drive
 Fulton, MS 38843

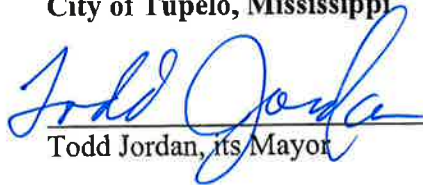
SELLER:

City of Tupelo, Mississippi
 Attn: Neal McCoy
 PO Box 1485
 Tupelo, MS 38802-1485

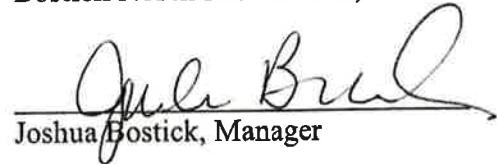
16. **AMENDMENT.** Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
17. **ENTIRE AGREEMENT.** This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

IN WITNESS WHEREOF, each of the Parties hereto have signed this Agreement on this the 8th day of December, 2022.

City of Tupelo, Mississippi


Todd Jordan, its Mayor

Bostick North MS Rentals, LLC.


Joshua Bostick, Manager

ATTEST:


Kim Hanna, CFO/City Clerk



AGENDA REQUEST

TO: Mayor and City Council

FROM: Johnny Timmons, Manager TW&L

DATE: December 15, 2022

SUBJECT: IN THE MATTER OF APPROVAL OF AN ORDINANCE TO ENACT A WATER RATE INCREASE JT

Request:

The Northeast Mississippi Regional Water Supply District will enact a rate increase of \$0.03/1,000 gallons of water purchased effective February 1, 2023. I request your approval of the attached ordinance allowing Tupelo Water & Light Department to increase our water rates accordingly. This ordinance also includes a 5% rate increase to help with the inflated costs of materials. This increase will be effective on all water meters read on or after February 1, 2023.

Please let me know if you have any questions.

TUPELO WATER & LIGHT DEPARTMENT
SCHEDULE OF WATER & SEWER RATES
EFFECTIVE DECEMBER 1, 2022

Increase of 5.8%
 Effective 02/01/2023

- **Water & Sewer Customers – Inside City Limits (Class 22 & 35)**

\$13.24 \$12.51 Minimum bill for which 400 Cu. Ft. will be allowed

\$16.26 \$15.37 Per M. Cu. Ft. for the next 1,000 Cu. Ft. of water used

\$18.36 \$17.35 Per M. Cut Ft. for the next 2,000 Cu. Ft. of water used

\$20.88 \$19.74 Per M. Cu. Ft. for additional Cu. Ft. of water used

Sanitary Sewer Charge – 100% of Total Water Billing (October thru June)

Sanitary Sewer Charge – 85% of Total Water Billing (July, August & September)
 (Residential Only – Class 22)

- **Water & Sewer Customers – Outside City Limits (Class 01 & 14)**

\$17.62 \$16.65 Minimum bill for which 400 Cu. Ft. will be allowed

\$19.19 \$18.14 Per M. Cu. Ft. for the next 1,000 Cu. Ft. of water used

\$21.17 \$20.01 Per M. Cu. Ft. for additional Cu. Ft. of water used

Sanitary Sewer Charge – 150% of Total Water Billing (\$24.98 Minimum bill)
 (Where sewer lines are available.)

- **Water Only Customers – Inside City Limits (Class 20 & 30)**

\$13.85 \$13.09 Minimum bill for which 400 Cu. Ft. will be allowed

\$17.02 \$16.09 Per M. Cu. Ft. for the next 1,000 Cu. Ft. of water used

\$19.19 \$18.14 Per M. Cut Ft. for the next 2,000 Cu. Ft. of water used

\$21.85 \$20.65 Per M. Cu. Ft. for additional Cu. Ft. of water used

- **Water Only Customers – Outside City Limits (Class 16 & 31)**

\$18.45 \$17.44 Minimum bill for which 400 Cu. Ft. will be allowed

\$20.10 \$19.00 Per M. Cu. Ft. for the next 1,000 Cu. Ft. of water used

\$22.15 \$20.94 Per M. Cu. Ft. for additional Cu. Ft. of water used

ORDINANCE

AMENDMENT TO PREVIOUS ORDINANCES, PRESCRIBING AND FIXING RATES AND CHARGES FOR WATER FURNISHED TO CONSUMERS, AND FOR USE OF THE PUBLIC SANITARY SEWER SYSTEM OF THE CITY OF TUPELO, MISSISSIPPI; AND REQUIRING PAYMENT OF SUCH RATES AND CHARGES

WHEREAS, the City of Tupelo adopted an Ordinance prescribing and fixing rates and charges for water and for use of the public sanitary sewer system by the citizens of Tupelo, Mississippi, on June 25, 1987, as amended on March 7, 1989, June 21, 1994, April 18, 1995, October 4, 1995, January 2, 1996, July 16, 1996, April 6, 2004, August 15, 2006, December 1, 2009, November 7, 2013, July 7, 2016, January 7, 2018, October 16, 2018, November 20, 2018, November 19, 2019, October 6, 2020, October 5, 2021 and December 20, 2022; and

WHEREAS, the City of Tupelo is authorized by Sections 21-27-7 and 21-27-23 of the Mississippi Code Annotated (1972) to prescribe water and sewer rates for its citizens and users; and

WHEREAS, the City of Tupelo is authorized by Miss. Code Anno. Section 21-27-61 (1972 as amended) to establish rates which provide for the acquisition and improvement of the system contingency and for the creation of a cash working fund or a surplus fund to be used for replacement, extension of systems and emergencies; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Tupelo as follows:

SECTION ONE: Chapter 26, Article III –Rates and Charges, Section 26-117 as amended December 20, 2022 is hereby amended to read:

Sec. 26-117. – Basic water rate charges inside the city and outside the city.

(a) Effective February 1, 2023, the following schedule of water and sewer rate charges *inside* the city limits is hereby fixed and established:

Rate 1 (Minimum Monthly Bill – Water and Sewer Service)

A minimum monthly bill of not less than thirteen dollars and twenty-four cents (\$13.24) shall be paid for each meter for which consumption or usage does not exceed four hundred (400) cubic feet of water.

Rate 2 (Additional Usage – Water and Sewer Service)

For each meter for which there may be consumed or used more than four hundred (400) cubic feet of water per month, payment shall be made at the following rates:

For the first one thousand (1,000) cubic feet used in excess of 400 cubic feet, the charge shall be sixteen dollars and twenty-six cents (\$16.24) per M cubic feet.

For the next two thousand cubic feet (2,000) cubic feet used in excess of 1,400 cubic feet, the charge shall be eighteen dollars and thirty-six cents (\$18.36) per M cubic feet.

For additional cubic feet used in excess of 3,400 cubic feet, the charge shall be twenty dollars and eighty-eight cents (\$20.88) per M cubic feet.

Customers inside the municipal limits shall pay a monthly sewer bill equal to one hundred percent (100%) of each respective customer's total monthly water bill for the months of October through June. The rate shall decrease to eighty-five percent (85%) of each respective customer's total monthly water bill for residential customers inside the municipal limits for the months of July, August and September.

Provided, however, if any sewer customer inside the municipal limits purchases one hundred thousand (100,000) gallons or more of water per day from the City on a single meter (the "qualifying meter"), such customer shall pay a monthly sewer service fee equal to seventy-five percent (75%) of the qualifying meter's water rate based on actual metered discharge into the sewer system. Said rate reduction applies only to the sewer service fee associated with the qualifying meter.

Rate 3 (Minimum Monthly Bill – Water Service Only)

A minimum monthly bill of not less than thirteen dollars and eighty-five cents (\$13.85) shall be paid for each meter for which consumption or usage does not exceed four hundred (400) cubic feet of water.

Rate 4 (Additional Usage – Water Service Only)

For each meter for which there may be consumed or used more than four hundred (400) cubic feet of water per month, payment shall be made at the following rates:

For the first one thousand (1,000) cubic feet used in excess of 400 cubic feet, the charge shall be seventeen dollars and two cents (\$17.02) per M cubic feet.

For the next two thousand cubic feet (2,000) cubic feet used in excess of 1,400 cubic feet, the charge shall be nineteen dollars and nineteen cents (\$19.19) per M cubic feet.

For additional cubic feet used in excess of 3,400 cubic feet, the charge shall be twenty-one dollars and eighty-five cents (\$21.85) per M cubic feet.

(b) The following schedule of water and sewer charges *outside* the city limits is hereby fixed and established:

The following schedule of water charges outside the city limits is hereby fixed and established:

Rate 1 (Minimum Monthly Bill – Water and Sewer Service)

A minimum monthly bill of not less than seventeen dollars and sixty-two cents (\$17.62) shall be paid for each meter for which consumption or usage does not exceed four hundred (400) cubic feet of water.

Rate 2 (Additional Usage – Water and Sewer Service)

For each meter for which there may be consumed or used more than four hundred (400) cubic feet of water per month, payment shall be made at the following rates:

For the first one thousand (1,000) cubic feet used in excess of 400 cubic feet, the charge shall be nineteen dollars and nineteen cents (\$19.19) per M cubic feet.

For additional cubic feet used in excess of 1,400 cubic feet, the charge shall be twenty-one dollars and seventeen cents (\$21.17) per M cubic feet.

Customers outside the municipal limits, but served by City water services, shall pay a monthly sewer bill equal to one hundred and fifty percent (150%) of each respective customer's total monthly water bill for the months of January through December, where sanitary sewer lines are available

Provided, however, if any sewer customer outside the municipal limits who is served exclusively by city water services produces two hundred thousand (200,000) gallons or more of wastewater per day to be processed through the City wastewater facility, such customer shall pay an amount for monthly sewer service equal to one hundred percent (100%) of such customer's monthly water bill. Sewer customers outside the municipal limits who are not served by City water services exclusively shall pay a monthly sewer bill equal to one-hundred and fifty percent (150%) of what their monthly water bill would be if City water rates applied to such customer's actual water usage, provided that the water association which provides water service to such customers will provide to the City of Tupelo the monthly water meter readings for all of its customers served by City of Tupelo sewer without charge to the City of Tupelo or by other agreement. If the water association which provides water service to City sewer customers who are outside the municipal limits will not provide water meter readings, then the City sewer customers will pay a monthly sewer fee in an amount equal to one-hundred and fifty percent (150%) of the average monthly water bill for residential customers of the certificated area of the Tupelo Water and Light Department from the previous calendar year. This flat rate will be adjusted at the beginning of each calendar year. Industrial waste surcharges for customers located outside the corporate limits shall be the same as for industrial customers located inside the corporate limits of the City. In the event that there is any conflict or overlap between Article VII, Sections 701-703 and this Article X, Section 1001, Article X, Section 1001 shall take precedence.

Rate 3 (Minimum Monthly Bill – Water Service Only)

A minimum monthly bill of not less than eighteen dollars and forty-five cents (\$18.45) shall be paid for each meter for which consumption or usage does not exceed four hundred (400) cubic feet of water.

Rate 4 (Additional Usage – Water Service Only)

For each meter for which there may be consumed or used more than four hundred (400) cubic feet of water per month, payment shall be made at the following rates:

For the first one thousand (1,000) cubic feet used in excess of 400 cubic feet, the charge shall be twenty dollars and ten cents (\$20.10) per M cubic feet.

For additional cubic feet used in excess of 1,400 cubic feet, the charge shall be twenty-two dollars and fifteen cents (\$22.15) per M cubic feet.

SECTION TWO. Chapter 26, Article III –Rates and Charges, Section 26-130(a) as amended December 20, 2022 is hereby amended to read:

Section 26-130. - General

- (a) The rates set forth by this amended ordinance in Sec. 26-117 and for all water meters read and sewer charges thereon shall be effective for all purposes after February 1, 2023.

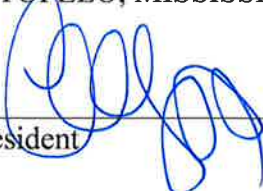
SECTION THREE. The effective date of this amendatory ordinance as to Section 26-117 and Sec. 26-130(a) shall be February 1, 2023. The remainder of Chapter 26, Article III –Rates and Charges as amended December 20, 2022 is hereby ratified and remains in full force and effect as of the effective dates set forth in Sec. 26-130. The Clerk of the Council is hereby directed to cause a copy of this amendatory ordinance to be published one time in accordance with applicable law in the Northeast Mississippi Daily Journal.

The foregoing Ordinance was proposed in a motion by Council Member Palmer, seconded by Council Member Davis, and, after discussion, no Council Member having called for a reading, was brought to a vote as follows:

Council Member Chad Mims	AYE
Council Member Lynn Bryan	AYE
Council Member Travis Beard	ABSENT
Council Member Nettie Davis	AYE
Council Member Buddy Palmer	AYE
Council Member Janet Gaston	AYE
Council Member Rosie Jones	AYE

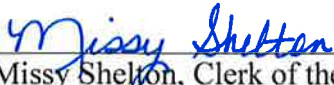
Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance has been passed and adopted on this the 20TH day of December, 2022.

CITY OF TUPELO, MISSISSIPPI

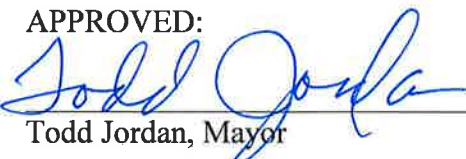
BY: 

President

ATTEST:



Missy Shelton, Clerk of the Council

APPROVED:


Todd Jordan, Mayor

1-6-2023

DATE

ATTEST:



Kim Hanna, City Clerk



AGENDA REQUEST

TO: Mayor and City Council
FROM: Johnny Timmons, Manager TW&L
DATE December 15, 2022
SUBJECT: IN THE MATTER OF APPROVAL OF A SOLE SOURCE VENDOR JT

Request:

The attached letter shows Power Connections. Inc. as a sole source vendor for the state of Mississippi for the purchase of Schweitzer relays, voltage regulator controls, capacitor bank controls and communication devices for the SCADA system used in our electrical substations and distribution system. I request your approval of this sole source purchase as these items and their integral parts are not interchangeable with other manufacturers.

Please let me know if you have any questions.



12/15/22

Tupelo Water & Light

To Whom It May Concern,

This letter is to confirm Power Connections, Inc., located at 115 Adris Place, Dothan, AL, 36303, is our authorized and exclusive Sales Representative for electric utilities and distributors serving the electric utilities in parts of Florida, and all of Georgia, Alabama, Mississippi, Louisiana, Arkansas, and Tennessee. Power Connections, Inc. has approval to purchase from Schweitzer Engineering Laboratories, Inc, on behalf of their end users. They are also authorized to bid and provide local technical after-sales services and support for all Schweitzer Engineering Laboratories, Inc. products. Our warranty is transferable to any end user customer so long as Schweitzer Engineering Laboratories, Inc, has been notified who that end user is proactively.

Subject to the terms of this agreement, this authorization is valid for a period of one year from August 17, 2022. We appreciate the opportunity to serve and do business with your company. Feel free to contact me directly with any questions or concerns.

Sincerely,

Frannie Morrison

Frannie Morrison
Regional Business Manager, Southeast
509.334.8196
Frannie_Morrison@selinc.com

RESOLUTION

RESOLUTION APPROVING PUL WATER AND WASTEWATER RATES EFFECTIVE DECEMBER 1, 2022 AND AUTHORIZING TWL TO NEGOTIATE RENEWAL OF WATER AND SEWER SERVICES AND OPERATIONS AGREEMENTS

WHEREAS, the City of Tupelo, Mississippi, entered into water and wastewater services and operations contracts with the Pontotoc Union Lee Alliance (PUL Alliance) to provide water and wastewater services and operate and maintain the systems to provide water and wastewater for the Toyota Wellspring project; and

WHEREAS, terms of these contracts provided the rates for water and wastewater services and operations; and

WHEREAS, the rates have been amended from time to time in order to pass through increased costs attributable to the Northeast Mississippi Regional Water Supply District (NMRWSD) raising the costsof supplying the water; and

WHEREAS, these contracts have recently expired, and the contracts need to be reviewed, amended where necessary and renewed; and

WHEREAS, before this renewal negotiations can be completed, the City of Tupelo needs to adjust the rates for water and wastewater services and operations, and

WHEREAS, this adjustment has been presented to and discussed by the parties and needs to be implemented before the renewal negotiations can be completed; and

WHEREAS, a copy of the rates effective December 1, 2022, is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Tupelo, Mississippi, finds the following, to wit:

1. The rates contained in Exhibit "A" are approved until the contract renewals are completed.
2. At such time, the City Council will review and approve the contracts, including any adjustments to the rates contained in Exhibit "A".
3. The Director of the Tupelo Water and Light Department is hereby directed and authorized to negotiate renewal of the water and wastewater services and operations contracts with PUL Alliance for submission to the City Council.

After a full discussion of this matter, Council Member Palmer moved that the foregoing Resolution 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	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Absent</u>


Councilmember Davis voted
Councilmember Palmer voted
Councilmember Gaston voted
Councilmember Jones voted

Aye
Aye
Aye
Aye

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

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 20th day of December, 2022.

CITY OF TUPELO, MISSISSIPPI

By: 
LYNN BRYAN
City Council President

ATTEST:


MISSY SHELTON
Clerk of the Council

APPROVED:


TODD JORDAN, Mayor

12-20-2022
DATE

Current Toyota Rates that became effective 12/01/2022.Water

\$25.00 Minimum Bill for which 1,333 cubic feet will be allowed

\$14.28 per M Cu Ft for 1,334 to 399,999 Cu Ft used

\$16.42 per M Cu Ft for 400,000 to 750,000 Cu Ft used

\$18.88 per M Cu Ft for additional Cu Ft used

Wastewater

150% of Total Water Bill

Toyota rates that will be proposed after PUL Alliance water and wastewater contracts are renewed, possibly effective 02/01/2023 (5.8% increase if approved by council).

Water

\$26.45 Minimum bill for which 1,333 cubic feet will be allowed

\$15.11 per M Cu Ft for 1,334 to 399,999 Cu Ft used

\$17.37 per M Cu Ft for 400,000 to 750,000 Cu Ft used

\$19.98 per M Cu Ft for additional Cu Ft used

Wastewater

150% of Total Water Bill

RESOLUTION

RESOLUTION AUTHORIZING TWL TO PETITION THE PUBLIC SERVICE COMMISSION (PSC) TO RAISE WATER AND SEWER RATES FOR BLUEBIRD UTILITIES TO PASS ON NORTHEAST MISSISSIPPI REGIONAL WATER SUPPLY DISTRICT (NMRWSD) INCREASE AND CONFORM BLUEBIRD UTILITIES TO WATER AND SEWER RATES PAID BY INSIDE AND OUTSIDE CITY CUSTOMERS.

WHEREAS, on November 3, 2009, before the Mississippi Public Service Commission (MPSC) (Docket Number 2008-UA-198), MPSC approved the sale from the Community Development Foundation (CDF) of a portion of its certificated utility, Bluebird Utilities (WC 003019100), to the City of Tupelo (WC 0030043001) for the provision of water and wastewater services, operations and maintenance by Tupelo to the Tupelo Lee Industrial Park South (TULIPS); and

WHEREAS, Bluebird Utility lies outside one (1) mile but within five (5) miles of the city limits of Tupelo; and

WHEREAS, statutory authority allows the provision of services by the city, but subjected the city to rate review by MPSC; and

WHEREAS, additionally, a provision of the approved transfer included the provision limiting Tupelo to the “same rates currently charged until such time as Notice of Intent to Change Rates is approved by the Commission”; and

WHEREAS, twenty-three (23) years later, that time has long since come; and; and

WHEREAS, Tupelo needs to increase rates for two reasons; and

WHEREAS, the first and obvious reason is that over the passage of time, the costs to supply water and sewer services has increased beyond the rate charged to this area; and

WHEREAS, the second reason is that Tupelo purchases its water supply from the Northeast Mississippi Regional Water Supply District (NMRWSD), which from time to time raises its costs for water supplied—such an increase to become effective February 1, 2023; and

WHEREAS, supplying water and sewer services to this area at 2009 rates is unsustainable and unfair to other customers in Tupelo’s service area; and

WHEREAS, Tupelo needs a mechanism to pass on wholesale water cost increases from NMWSD and needs to update the retail costs of providing water and wastewater services and operations in this area to conform to rates paid by other customers it serves.

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Tupelo, Mississippi, finds the following, to wit:

1. The Mayor and Tupelo Water and Light Director are authorized and directed to file a petition before the Mississippi Public Service Commission expressing its Notice of Intent to Change Rates in the Bluebird certificated area.

2. The purposes of this petition are to provide a recurring mechanism for passing on wholesale water costs from NMRWSD and to update the retail costs of providing water and wastewater services and operations in this area to conform to rates paid by other customers it serves.

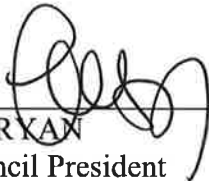
After a full discussion of this matter, Council Member Davis moved that the foregoing Resolution be adopted and said motion was seconded by Council Member Gaston and upon the question being put to a vote, the results were as follows:

Councilmember Mims voted	<u>Aye</u>
Councilmember L. Bryan voted	<u>Aye</u>
Councilmember Beard voted	<u>Absent</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 resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the 20th day of December, 2022.

CITY OF TUPELO, MISSISSIPPI

By: 
LYNN BRYAN
City Council President

ATTEST:


MISSY SHELTON
Clerk of the Council

APPROVED:

TODD JORDAN, Mayor

12-20-2022
DATE

**AN ORDINANCE TO AMEND SECTION 5.1 OF THE DEVELOPMENT
CODE OF THE CITY OF TUPELO, MISSISSIPPI CONCERNING THE
BELLEDEER NEIGHBORHOOD CONSERVATION OVERLAY
DISTRICT**

WHEREAS, the City of Tupelo adopted an ordinance known as the Development Code on October 1, 2013; and

WHEREAS, the ordinance governs all zoning and development and applies to all land, buildings, structures and uses located within the corporate limits of the City of Tupelo; and

WHEREAS, the ordinance is adopted, pursuant to authority granted to the City of Tupelo by Section 17-1-1, et seq. of the Mississippi Code Annotated (1972); and

WHEREAS, the Department of Development Services and the Planning Committee have reviewed and considered information regarding the need to revise certain provisions of the Development Code and have conducted a public hearing with notice published in the Northeast Mississippi Daily Journal, at the Planning Committee's regularly scheduled meeting on September 12, 2022, on the proposed amendments; and,

WHEREAS, the Tupelo City Council conducted a public hearing, with notice published in the Northeast Mississippi Daily Journal, at its regularly scheduled meeting on October 4, 2022, to review and consider recommendations proposed by the Tupelo Department of Planning and Community Development and the Tupelo Planning Committee concerning amendments to the Development Code, and

WHEREAS, the City Council finds and determines substantial evidence supports these code amendments, and that public need exists for same, all based on the prefatory paragraphs incorporated herein, staff recommendations, minutes of the Tupelo Planning Committee, comments and discussions before the Tupelo Planning Committee, public hearings and comments before the Tupelo Planning Committee, a work session conducted by the City

Council, a public hearing before the City Council, discussions at this meeting and supporting information provided in Appendix C attached to the minutes of this meeting; and

WHEREAS, the City Council finds and determines that it is necessary to protect the public health, safety, morals and general welfare to amend the current Development Code and that the provisions below are necessary, fair and reasonable.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TUPELO, MISSISSIPPI, as follows:

SECTION 1. The prefatory statements are hereby incorporated herein.

SECTION 2. Chapter 5, Subsection 5.1 of the Development Code of the City of Tupelo shall be amended to state the following:

5.11 Belledeer Neighborhood Conservation District

5.11.1 Purpose and Applicability

(1) Purpose

It is the purpose and intent of the Belledeer Neighborhood Redevelopment Overlay District to protect the value of property, to enhance the attractiveness of neighborhoods, to prevent development which would be incompatible with the established characteristics of the neighborhood, and to support improvement and investment in the neighborhood housing stock.

(2) Applicability

The requirements of this section shall apply to all property within the Belledeer Neighborhood Redevelopment Overlay District as shown in Figure 5.11.1, below:



Membership

- (1) A Design Review Committee shall be established consisting of seven (7) members. Design Review Committee members shall be replaced at the time of their resignation or termination in one of the following methods, as determined by the Design Review Committee: 1) By collaborative nomination from the Councilperson from Ward 1 and the Councilperson from Ward 2; or 2) Nomination by the Belledeer Neighborhood Association. All persons 18 years of age and older owning property or residing within the designated Belledeer Overlay District are eligible to submit a vote. All committee members are subject to Mayor and City Council approval.
- (2) The designated electing/appointing entities shall submit their committee recommendations to the Department of Development Services in September of each year and the City Council shall consider their confirmation at the first meeting in October.
- (3) Elected members do not have term limit restrictions and may be reelected annually.
- (4) Termination of Member

A committee member shall be removed from membership in the Design Review Committee in the case of:

 - a. Death, resignation or incapacity;
 - b. Failure to respond within one (1) week of receiving review plans for committee vote three (3) consecutive times;
 - c. In the case of findings of impropriety, unethical criminal or civil activity, or other behavior unbecoming of a member of a City of

Tupelo committee, the Overlay Design Review Committee may request termination of a member by submitting written request to the Department of Development Services for subsequent review and decision by the Planning Committee. A decision by the Planning Committee to terminate a member of the Design Review Committee may be appealed to the City Council.

- d. The termination of an Overlay Design Review Committee member must be approved by a 2/3 majority of the voting membership of the Neighborhood Association prior to Planning Committee consideration.

5.11.3 Review Procedures

- (1) No permit for new construction or external renovation shall be issued for any property within the Belledeer Neighborhood Redevelopment Overlay District without approval of the design review committee.
- (2) Applications for construction, exterior renovation, fences, accessory structures, or other exterior changes within the Belledeer Neighborhood Redevelopment Overlay District shall be accompanied by complete Permit package including scaled drawings of the proposed work, including a site plan, floor plan, full elevation drawings, and exterior materials list, as applicable.
- (3) The design review committee shall receive the Application for Construction or Permit with all permit documents either electronically or by hardcopy. The committee shall meet, in person or electronically, to consider and review the documents, returning the review comments to Development Services Department within 7 days of receiving documents. If additional documents are requested the 7-day review period resets to the date the additional documents are received by the committee.
- (4) The Development Services Department shall provide a report to the design review committee relative to the application for review of the permit application.
- (5) All structures established or approved prior to the effective date of this sub-section are considered nonconforming. The repair and/or replacement of non-conforming structures, if damaged by disaster, are exempt from the provisions of this Section provided that of the repaired or replaced structure(s) consists of the same or substantially similar, design, building materials, footprint and/or layout of that which existed prior to its damage.

5.11.4 Appeals

Decisions of the design review committee may be appealed to the Planning Committee.

5.11.5 Design standards

- (1) The design review committee shall be guided by the standards for traditional housing construction (Section 6.4.3) as modified below, by the standards for infill

construction (Section 6.10), by the compatibility checklist procedure (Section 12.4.5), and by reference to existing architectural features of the immediate vicinity and of the overlay district generally.

(2) Traditional housing standards modifications

- a. Size limitations. Minimum square foot requirements for each residence shall be at a minimum 2,000 sq. ft. heated and cooled living area.
- b. Main entrance. *See* Section 6.4.3.
- c. Covered balconies. *See* Section 6.4.3. Alternative roof materials that meet the design and appearance characteristics of the neighborhood may be considered.
- d. Garages and Carports:
 - i. If visible from the street, carport columns must be of similar size and material to porch columns. Other standards for garages are not modified.
 - ii. Roofs shall be the same material of the principal structure.
- e. Roofs: In cases of renovation of the principal structure or construction of accessory dwellings or accessory structures, the slope, architectural features, materials, and decorative covers involved in roofs shall complement or mimic the existing structure and shall conform to the character of the neighborhood.
- f. Foundation:
 - i. Fill to achieve pad height should not be utilized without drainage review and should not exceed more than 12" above center line or the point of storm water discharge from the lot.
 - ii. Finish material must be brick, stone or other finished surface material.
 - iii. All other foundation standards pursuant to this code shall apply.
- g. Exterior finish materials:
 - i. Allowable materials include, but are not limited to, stone, brick, plaster, EIFS, cedar shakes, and wood siding. The use of any such exterior finish material is subject to the review and approval of the Belledeer Overlay Committee relative to conformity with the neighborhood and existing structures.
 - ii. All accessory structures and dwellings exterior finish materials must complement and be compatible with the principal structure and character of the neighborhood.
 - iii. All other standards concerning Exterior Finish Materials pursuant to this code shall apply.
- h. Windows and entryways: At least twenty-five (25) percent of the area of a street-facing façade must include windows or main entryways. Each window must be square or vertical and muntins must be in a vertical proportion. A horizontal window opening may be created by grouping two or more vertical windows. All other standards for windows and entryways pursuant to this code shall apply.

- i. Garage, Storage Building, Pool House, or Accessory Structure of any type: Must have the same roofing and outside wall materials as those used in the principal structure.
 - j. Fences: All fences and/or screen walls are to be made of wood, masonry, stucco or ornamental metal material or landscape material. No chain link fences visible from the street or adjacent properties shall be permitted.
 - i. Fences located in the front yard shall be no more than 36" high and must be able to see thru 50% of the height.
 - ii. Location:
 - 1. No fences shall be erected nearer to a street than ten feet (10'). Variances may be considered.
- (3) All new construction, including driveways or introduction of non-pervious surfaces, must include a site plan with the following items relative to drainage:
- a. Point of storm water discharge from the property
 - b. Method of ensuring flow of storm water discharge is directed toward the naturally occurring point of discharge and is directed toward a street providing curb and gutter drainage.
 - c. 10-year pre-development flow rate and 25 post development flow rates may be requested by the City Engineer. All development should discharge storm water at a 10-year pre development flow rate.
- (4) The design review committee may prepare and propose additional written standards for adoption through amendment of this section.

5.11.6 Use Regulations:

- (1) Satellite dish antennae may not be located where visible from the street or frontage of the property. An exception to this restriction may be made by the Design Review Committee upon a showing of impracticability.
- (2) Day Care Home, Small are disallowed.
- (3) Day Care Home, Large are disallowed

SECTION 3. This amendatory ordinance has been articulated to be consistent with the constitution and laws of the State of Mississippi. The City Council finds that this amendatory ordinance does not violate any provision of the United States Constitution and laws. In the event that any court of competent jurisdiction finds that any provision of this amendatory ordinance is unconstitutional or invalid, the remainder shall stay in full force and effect.

SECTION 4. All ordinances, resolutions or orders in conflict herewith are repealed, effective thirty (30) days after passage of this amendment.

SECTION 5. This ordinance shall become effective on the thirtieth (30th) day following the adoption hereof. The City Council Clerk shall cause the ordinance to be published one (1) time in a local newspaper with a general circulation.

The foregoing ordinance was proposed in a motion by Council Member Davis, seconded by Council Member Mims, and after discussion, no council member having called for a reading, was brought to a vote as follows:

Council Member Chad Mims	<u>Aye</u>
Council Member Lynn Bryan	<u>Aye</u>
Council Member Travis Beard	<u>Absent</u>
Council Member Nettie Davis	<u>Aye</u>
Council Member Buddy Palmer	<u>Aye</u>
Council Member Janet Gaston	<u>Aye</u>
Council Member Rosie Jones	<u>Aye</u>

Whereupon, the motion having received a majority of affirmative votes, the President of the Council declared that the Ordinance had been passed and adopted on this the 20th day of December, 2022.

CITY OF TUPELO, MISSISSIPPI

BY:  _____
LYNN BRYAN, President

ATTEST:

Missy Shelton
MISSY SHELTON, Clerk of the Council

APPROVED:



TODD JORDAN, Mayor

12-20-2022
DATE